



SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

This Software License and Subscription Agreement (“**Agreement**”) is an agreement between Devolutions inc. (“**Devolutions**”) and the person or Organization (“**Customer**”) agreeing to the present terms, and governs Customer’s use, and Devolutions’ provision, of the Software Products.

Capitalized terms used but not defined in the Agreement are defined in Exhibit A, which is attached hereto.

By purchasing a Subscription, by using a Software Product or by clicking “I Agree” (or any similar button or checkbox), Customer consents and agrees to be bound by the terms and conditions of this Agreement. If an individual accepts this Agreement on behalf of an Organization, such individual represents and warrants to Devolutions that they have the legal authority to bind that Organization to this Agreement.

This Agreement includes the Exhibit A (Definitions), applicable Addenda, the Documentation, and any applicable Order, all of which are incorporated into this Agreement by reference.

1. Rights of Access and Use

Software Products provided by Devolutions under this Agreement are offered on a subscription basis, either as Self-Hosted Software or as Cloud Services. Subscriptions are available on a per-product basis (for existing customers only) or through a Software Package.

- 1.1 Subscription to Self-Hosted Software. Subject to Customer’s continued compliance with the terms of this Agreement and payment of all applicable Fees, Devolutions grants Customer a limited, fully paid, non-exclusive, non-transferable, non-sublicensable, and revocable license to install and use the Self-Hosted Software on its System during the Subscription Period specified in the applicable Order or as otherwise provided in the relevant Software Package. This license is limited to the specific Self-Hosted Software, modules, features, number of Users, and other usage parameters defined in the applicable Software Package, Self-Hosted Software edition, or Order.
- 1.2 Subscription to Cloud Services. Subject to Customer’s continued compliance with the terms of this Agreement and payment of all applicable Fees, Devolutions grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Cloud Services during the Subscription Period specified in the applicable Order or as otherwise provided in the relevant Software Package. It is limited to the Cloud Services, number of Users and other usage parameters defined in the applicable Software Package, Cloud Service edition, or Order.
- 1.3 Upgrades. Upgrades released or made available by Devolutions may be installed or accessed at no additional cost during the applicable Subscription Period, or as otherwise permitted under a specific Software Package. Customer and its Users are responsible for installing available Upgrades (except for Cloud Services Upgrades, which are managed directly by Devolutions). Failure by Customer or its Users to install Upgrades may adversely affect: (i) the proper or full functioning of the Software Products; (ii) the security of the Software Products, particularly where an Upgrade addresses a known vulnerability; or (iii) Devolutions’ ability to provide effective technical support.
- 1.4 Deprecation of Software Products. Devolutions reserves the right, in its sole discretion, to deprecate or discontinue any Software Product or specific features thereof. However, Devolutions will provide sufficient prior written notice to Customer before deprecating or materially reducing any significant functionality.
- 1.5 Documentation. Customer and its designated Users may access, use, and reproduce the Documentation solely as necessary to support their use of the Software Products in accordance with this Agreement.
- 1.6 Trial and Beta Versions. Devolutions may, at its sole discretion, offer access to trial, beta, or other evaluation versions of the Software Products (“**Trial Versions**”) for a limited period and solely for evaluation and testing



purposes. Devolutions reserves the right to modify, restrict, or terminate access to any Trial Versions at any time, with or without notice, and for any reason, without incurring any liability. Trial Versions are provided strictly "AS IS" and "AS AVAILABLE," without any representations, warranties, conditions, indemnities, or liabilities of any kind, whether express, implied, statutory, or otherwise. To the maximum extent permitted by applicable law, you expressly waive any and all claims, rights, remedies, or causes of action against Devolutions arising out of or relating to your access to or use of any Trial Versions.

- 1.7 Affiliates. The Software Products may not be used by, or shared with, any Affiliate of Customer, and may only be connected to, or provide access to, Customer's own networks, systems, and data sources—not those of any Affiliate. For clarity, this restriction does not prevent employees, contractors, or other authorized Users of a Customer Affiliate from remotely accessing Customer's networks, systems, or data sources, provided such access is solely for the benefit of Customer and not for the operation, management, or support of the Affiliate's own infrastructure or business. Customer's Affiliates may obtain their own Subscriptions to the Software Products under separate Orders, subject to the terms and conditions of this Agreement.
- 1.8 Users. Customer's designated Users may access and use the Software Products solely in accordance with this Agreement. Customer is responsible for ensuring that its Users comply with all applicable terms and conditions and remains liable for any breach of this Agreement by any such User.
- 1.9 Prohibited Uses and other Restrictions. All rights in and to the Software Products not expressly granted under this Agreement are hereby reserved by Devolutions, and no rights shall be granted by implication or otherwise. Without limiting the generality of the foregoing, Customer shall not, and shall ensure that its designated Users do not: (i) sell, resell, license, assign, sublicense, distribute, lease, share, time-share, or otherwise make the Software Products available to any third party, except as explicitly permitted by this Agreement or as authorized in writing by Devolutions; (ii) modify, adapt, or create derivative works based on the Software Products, or use them to develop a product or service that is competitive with or similar to any Software Product; (iii) remove, alter, or obscure any proprietary notices, labels, or legal markings (including copyright or trademark notices) affixed to or contained within the Software Products or related media; (iv) access, use or reproduce the Software Products in any manner not explicitly authorized by this Agreement; (v) use the Software Products to distribute or support software or files containing malware, including viruses, worms, Trojan horses, or other harmful components, or engage in any activity that disrupts, degrades, or interferes with the functionality, performance, or security of the Software Products or any other systems or networks; (vi) use, copy, modify, merge, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure of the Software Products (except for any Open-Source Components, to the extent permitted by their own Public Licenses); (vii) use the Software Products for any unlawful purpose, or in a manner that infringes upon the rights of any third party, including intellectual property, privacy, or other proprietary rights; (viii) use the Software Products to store, process, or transmit any illicit, offensive, or objectionable material; (ix) use the Software Products to gain unauthorized access to any third-party systems, networks, data, or device; (x) use the Software Products to send unsolicited communications, including spam or unauthorized data collection; (xi) attempt to bypass, disable, or otherwise interfere with any access controls, license management mechanisms, usage limitations, security features, or technical safeguards embedded in the Software Products or supporting infrastructure; (xii) engage in inappropriate, aggressive, abusive, or unprofessional conduct toward Devolutions' personnel, including written or verbal harassment, threats, or disrespectful behavior; or (xiii) use the Software Products in any manner that could reasonably be expected to subject Devolutions or its providers to legal or regulatory obligations not already contemplated by this Agreement.
- 1.10 Verification of Compliance. Devolutions reserves the right to verify at any time that Customer's and its Users' use of the Software Products complies with the obligations, usage restrictions, and terms of the applicable Subscriptions and licenses under this Agreement. Upon Devolutions' reasonable written request, Customer agrees to promptly cooperate and provide information or assistance as necessary to facilitate such verification. If any verification reveals that Customer or its Users have exceeded applicable usage limitations or otherwise violated the terms of this Agreement, Devolutions may, at its sole discretion: (i) adjust the Fees to reflect actual usage; (ii) terminate this Agreement, including any applicable Subscriptions; or (iii) exercise any other remedy available under this Agreement or applicable law.



2. Customer Support and Professional Services

- 2.1 Customer Support Services. As part of the Subscription to a Software Product or a Software Package, Devolutions shall provide Support Services to Customer. Support Services will commence on the date the Subscription is activated by Devolutions and will continue for the duration of the Subscription Period. The level of Support Services provided will depend on the support plan selected at the time of Subscription. The Standard Plan is included at no additional cost with all Subscriptions by default, and Customer may also opt to purchase an Extended Plan or Premium Plan, each as further detailed in the Support Services Addendum. In addition, Devolutions offers 24/7 complimentary access to its online support center, which includes access to the Devolutions Community Forum, a comprehensive self-help documentation center, and the Devolutions Academy e-learning platform.
- 2.2 Professional Services. Subject to Customer's payment of applicable Fees, Devolutions shall provide the Professional Services as set forth in the applicable Order. Unless expressly stated otherwise in the applicable Order or agreed in writing by the parties, Professional Services do not constitute "works for hire," "works made in the course of duty," or any similar designation under applicable laws that would result in the automatic transfer of intellectual property rights to Customer. Professional Services are subject to additional terms and conditions set forth in the Support Services Addendum. Unless otherwise agreed in writing, Fees for Professional Services do not include any out-of-pocket expenses incurred by Devolutions in connection with the delivery of such services, which shall be invoiced separately.

3. Fees and Payments

- 3.1 Payment of Fees. Customer shall: (a) pay the Fees and other charges and expenses set forth in each Order; (b) make all payments in full and without deduction or set-off in accordance with the payment terms indicated in the Order; and (c) pay such transaction fees, bank fees and currency conversion fees or rates charged by the financial institution or credit card issuer. Unless agreed otherwise in writing, Fees are paid in advance for the whole Subscription Period and, in the case of multi-year Subscriptions, Fees may also be payable in equal and consecutive annual installments due at the beginning of each Subscription year. All payments shall be made, at Customer's option, in U.S. Dollars, Canadian Dollars or Euros.
- 3.2 Cancellation and Refund. Except as expressly provided in this Agreement, Fees are non-cancelable and non-refundable once paid, regardless of whether Customer uses the Software Products or terminates this Agreement prior to the end of the applicable Subscription Period.
- 3.3 Payment Default. If Customer fails to pay any Fees when due and does not cure such non-payment within thirty (30) days after receiving written notice thereof, Devolutions may, without limiting any other rights or remedies, suspend, terminate, or blacklist Customer's Subscription, and/or suspend or cancel the provision of any Support Services or Professional Services. Customer agrees to reimburse Devolutions for any overdraft fees, collection costs, and other reasonable expenses incurred in connection with the recovery of overdue or returned payments.
- 3.4 Adjustment of Fees. Devolutions reserves the right to modify the applicable Fees at any time, in its sole discretion. Any such adjustment will apply only to Customer's next Subscription renewal and will not affect the Fees applicable to the current Subscription Period.
- 3.5 Taxes. All Fees and other amounts payable to Devolutions are exclusive of any taxes, duties, or similar governmental charges that may apply to Customer's transactions with Devolutions, except for taxes based on Devolutions' net income. Any applicable taxes will be added to the relevant Order and listed separately, and Customer is solely responsible for the payment of such taxes. If Customer is exempt from sales, use, or other applicable taxes, it must provide Devolutions with valid and sufficient evidence of its tax-exempt status for all relevant jurisdictions prior to invoicing.
- 3.6 Purchases Through Resellers. If Customer purchases Software Products through a Reseller, Customer agrees to pay all applicable Fees directly to the Reseller. Customer further authorizes Devolutions to obtain from the Reseller any information reasonably necessary to process the applicable Order and provide the Software



Products, which may include Personal Data relating to Customer or its Users. Any refund to which Customer may be entitled will be issued to the Reseller, who shall be solely responsible for reimbursing Customer. Resellers are independent contractors and are not agents of Devolutions. Devolutions shall have no liability for any act or omission of any Reseller. Resellers are not authorized to modify this Agreement or to make any representation, warranty, indemnity, or commitment on behalf of Devolutions.

4. Accounts, Access Management and Security Responsibilities

4.1 Devolutions Account. A valid Devolutions account is required to subscribe to, access, and use certain Software Products. Each User must provide accurate, complete, and current information when creating their account and must promptly update such information as necessary to ensure it remains accurate and up to date.

4.2 Users' Responsibilities. Users are responsible for maintaining the confidentiality and security of their account credentials and for all activities conducted under their account. Without limitation, Users must: (i) comply with this Agreement and Devolutions' Terms of Use (as amended from time to time), which are incorporated herein by reference; (ii) implement reasonable security measures to protect their account, including the use of strong, unique passwords and, where available, multi-factor authentication (MFA); (iii) refrain from sharing account credentials or accessing the Software Products on behalf of unauthorized individuals; and (iv) promptly report any suspected unauthorized access or misuse of their account or the Software Products to their administrator or to Devolutions.

4.3 Customer's Responsibilities. If applicable, Customer is responsible for managing User accounts and permissions (including appointing administrators as needed), configuring the Software Products in accordance with the Documentation and its own business and security requirements, and maintaining the security of its Systems. Without limitation, Customer must: (i) implement and enforce appropriate logical access controls and policies to ensure that only authorized Users are permitted to access the Software Products; (ii) promptly revoke access rights for any Users who leave the Organization, change roles, or otherwise no longer require access; (iii) apply timely updates, patches, and security fixes within its environment to mitigate known vulnerabilities; (iv) follow secure configuration practices for all Systems, applications, and browsers used to access the Software Products; (v) promptly notify Devolutions of any suspected or confirmed abuse, unauthorized access or use, identified vulnerabilities, or any actual or suspected security incidents, including breaches of confidentiality or privacy involving the Software Products; and (vi) cooperate fully with Devolutions in the investigation, containment, remediation, and recovery of any such security incidents, including providing timely and accurate information and implementing recommended mitigation measures.

4.4 Enforcement and Limitation of Liability. Devolutions shall have no liability for any loss or damage arising from or related to any failure by the Customer or its Users to comply with the responsibilities outlined in this Section 4. In addition to limiting Devolutions' ability to provide effective Support Services, such failure may result in the suspension or termination of access to the Software Products, at Devolutions' sole discretion.

5. Intellectual Property and Ownership

5.1 Ownership. The Software Products, including all copies, associated Documentation and Proprietary Materials, are licensed (or otherwise made available, as applicable) to Customer, not sold. Devolutions retains all right, title, and interest in and to the Software Products, Documentation and Proprietary Materials, including all related intellectual property rights, trademarks, service marks, logos, and trade secrets. Customer acquires only the limited rights expressly granted under this Agreement, and no other rights are granted by implication or otherwise.

5.2 Devolutions' Trademarks. All use of Devolutions' trademarks, service marks and logos must comply with Devolutions' then-current Trademark and Brand Use Policy.

5.3 Feedback. If Customer or any of its Users provides Devolutions with any Feedback, Devolutions shall have a perpetual, irrevocable, worldwide, royalty-free, fully paid-up right and license to use, disclose, reproduce, license, distribute, commercialize, and otherwise exploit such Feedback in any manner and for any purpose, without any obligation, restriction, or compensation to Customer or its Users. All Feedback and any



modifications, enhancements, or Upgrades derived therefrom shall be deemed the sole property of Devolutions and shall not give rise to any joint ownership, partnership, or joint development rights, unless expressly agreed to in a separate written agreement signed by both parties.

- 5.4 Third-Party Content and Third-Party Platforms. Access to and use of Third-Party Content and Third-Party Platforms are governed solely by the terms and conditions of the applicable third party. Devolutions makes no representations or warranties and assumes no liability with respect to such Third-Party Content and Third-Party Platforms. Customer is solely responsible for obtaining all necessary rights to access and use any Third-Party Content and Third-Party Platforms and for ensuring compliance with all applicable third-party terms and conditions. Devolutions shall have no liability for any loss of functionality, performance, or availability of the Software Products resulting from any change to, restriction on, or unavailability of any Third-Party Content or Third-Party Platform. Customer further acknowledges and agrees that, to enable the use of the Software Products and ensure interoperability with certain Third-Party Platforms, Devolutions may access, or allow third-party providers to access, Customer Data as reasonably required. Such access may include the transmission, transfer, modification, deletion, or storage of Customer Data on third-party systems, and may occur in accordance with Customer's explicit instructions or as reasonably inferred from Customer's configuration or use of the Software Products. Devolutions shall have no liability for any access to, or use, disclosure, or processing of, Customer Data by any third-party provider, nor for any acts, omissions, or practices of such providers or their associated Third-Party Platforms.
- 5.5 Custom Development. Unless otherwise agreed in writing, any custom development, configuration, or Professional Services performed by Devolutions at the request of Customer shall remain the sole property of Devolutions. Customer is granted a non-exclusive, non-transferable, non-sublicensable license to use such deliverables solely in connection with its authorized use of the Software Products, subject to the terms of this Agreement.
- 5.6 Open-Source Components. The Software Products may include or be distributed with Open-Source Components that are licensed under separate Public Licenses. A list of the applicable Open-Source Components included in certain Software Products, accurate as of the date indicated, is available on Devolutions' [Trust Center](#). Each Open-Source Component is licensed to Customer under its own applicable Public License terms, and to the extent required by those terms, Customer receives the rights to use, modify, or distribute that component as permitted by its Public License, provided that using the Software Products in their intended manner will not subject Customer to any additional restrictions or obligations. In the event of a conflict between the terms of a Public License and the terms of this Agreement, the terms of the Public License shall govern solely with respect to the applicable Open-Source Components.
- 6. Data Protection**
- 6.1 Customer Data Ownership and License. Devolutions acknowledges that, as between the parties, Customer retains all right, title, and interest, including all intellectual property rights, in and to the Customer Data. To the extent applicable, Customer hereby grants Devolutions a non-exclusive, royalty-free, worldwide license to host, store, transmit, process, and otherwise use the Customer Data solely as necessary to provide the Software Products, Support Services, and/or Professional Services to Customer in accordance with this Agreement. This license includes the right to make copies, perform backups, and take any other actions reasonably required for the performance and delivery of such services.
- 6.2 Self-Hosted Software – Limited Processing. Devolutions does not access, collect, store, or otherwise process any Customer Data, including Personal Data, in connection with Customer's use of Self-Hosted Software, except in the following limited circumstances: (i) when a User voluntarily submits a crash report or a customer support request through the Self-Hosted Software; and (ii) when a User sends a secure message (such as a push notification) from a Self-Hosted Software to a Devolutions mobile application (e.g., Devolutions Password Manager or RDM Mobile), or uses the Devolutions Send feature integrated within a Self-Hosted Software, which involves the encrypted transmission and temporary encrypted storage of limited Customer Data through Devolutions' infrastructure, in accordance with the Data Processing Addendum.



- 6.3 Cloud Services and Other Services – Data Processing. In connection with the provision of the Cloud Services, Support Services and Professional Services, Devolutions may process Customer Data, including Personal Data, on behalf of Customer. Such processing may include the hosting, storage, transmission, access, and other use of Customer Data as necessary to perform, operate, maintain, secure, support, and improve such services and to fulfill Devolutions' obligations under this Agreement. To the extent such processing involves Personal Data, the parties agree Customer acts as the data controller (or equivalent under applicable data protection laws), and Devolutions acts as the data processor. All processing of Personal Data by Devolutions shall be governed by and subject to the terms of the Data Processing Addendum (DPA), which is hereby incorporated by reference into this Agreement. Devolutions may engage third-party subprocessors to assist in the delivery of the Cloud Services, Support Services and Professional Services, subject to the terms and safeguards outlined in the DPA. Customer Data processed through such services may be accessed, stored, or otherwise processed in jurisdictions specified in the DPA or in associated documentation. If applicable, Customer acknowledges and agrees to such data transfers, provided they are carried out in compliance with applicable data protection laws.
- 6.4 Aggregated and Anonymized Data. Devolutions may collect, use, and analyze data derived from Customer's use of the Software Products—whether through Cloud Services or Self-Hosted Software—in aggregated or anonymized form for the purposes of analytics, benchmarking, service improvement, and the development of new features or products, provided that such data does not include any Customer Data or Customer Confidential Information. This may include the collection of limited, anonymous telemetry data related to Users' approximate location and usage statistics (such as device type, platform, and operating system architecture), which is linked solely to a randomly generated, rotating identifier that cannot be used to identify any individual User. This telemetry functionality may be disabled at any time by Customer or Users via the Software Product settings. All rights in and to such aggregated or anonymized data shall be retained exclusively by Devolutions.
- 6.5 Protection of Customer Data. Devolutions shall implement and maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Customer Data that it processes, in accordance with applicable industry standards and best practices. Such safeguards shall include measures designed to prevent unauthorized access to, or use, disclosure, alteration, or destruction of, Customer Data by Devolutions' personnel, except to the extent necessary: (a) to provide the Cloud Services, Support Services or Professional Services under this Agreement; (b) as required by applicable law; or (c) as expressly authorized by Customer in this Agreement or in a separate written instruction. Devolutions maintains a comprehensive compliance and security program that includes regular third-party audits and certifications. Additional documentation regarding Devolutions' security controls and certifications are available on its [Trust Portal](#), as updated from time to time.
- 6.6 Customer Responsibilities for Data Compliance. Customer represents and warrants that it, and its Users, have obtained all necessary rights, consents, authorizations, and permissions to submit, transmit, process or upload Customer Data in connection with the Cloud Services, Support Services and Professional Services, and to grant the rights granted to Devolutions under this Agreement. Customer further represents that the collection, submission, processing, and storage of such Customer Data in connection with such services do not and will not violate any applicable laws or regulations, infringe any intellectual property, privacy, or other rights of any third party, or breach any applicable terms or policies governing Customer Data. Except for Devolutions' express obligations under this Agreement and applicable Addenda, Customer is solely responsible for the accuracy, quality, legality, and appropriateness of all Customer Data and the means by which it is acquired and used. Devolutions does not monitor Customer Data submitted through the Cloud Services, Support Services or Professional Services and has no obligation to do so. However, Devolutions reserves the right to suspend or restrict access to such services, without liability, if it reasonably determines that Customer or its Users have violated this Agreement or that continued access to such data poses a security risk, violates applicable law, or could adversely impact other users. Devolutions will make reasonable efforts to provide Customer with advance notice of any such suspension when practicable. In cases where immediate action is required to protect the integrity or security of the Cloud Services or data, Devolutions may suspend access without prior notice.



6.7 Data Retention – Cloud Services. The duration for which Devolutions retains Customer Data depends on the specific Cloud Service and is governed by the following service-specific data retention practices, unless a longer retention period is required by applicable law or regulatory obligations:

6.7.1 Devolutions Cloud: Customer may manually delete its Customer Data at any time through the Devolutions portal. If Customer does not delete its data, an automatic deletion mechanism will apply, under which Customer Data will be deleted after a period of three (3) years of inactivity within the Cloud. Prior to such automatic deletion, Devolutions will provide advance notices to Customer. In both cases—manual or automatic deletion—Customer Data will be retained in storage for thirty (30) days for precautionary purposes before being permanently deleted from Devolutions' databases.

6.7.2 Devolutions Send: Customer Data transmitted via Devolutions Send is retained only for the duration of the link validity period selected by the User, unless deleted earlier by the recipient. Once the link expires or the data is deleted, it is removed from Devolutions' systems.

Customer acknowledges that residual copies of Customer Data may continue to exist in Devolutions' backup archives for a limited period beyond the applicable retention periods described above, in accordance with Devolutions' standard backup retention schedules. Any such backup copies will remain subject to the confidentiality and data protection obligations set forth in this Agreement and the Data Processing Addendum.

7. Confidentiality

7.1 Confidentiality Obligations. Each party agrees to use the Confidential Information of the other party solely as necessary to perform its obligations or exercise its rights under this Agreement and to protect such Confidential Information using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable standard of care. The Receiving Party shall not disclose any Confidential Information to any third party except to its employees, contractors, affiliates, or professional advisors who have a legitimate need to know such information and who are bound by confidentiality obligations at least as protective as those set forth in this Section. The Receiving Party shall be responsible for any unauthorized use or disclosure of Confidential Information by any such third party.

7.2 Compelled Disclosure. If the Receiving Party is required by law, regulation, or legal process (including court order or subpoena) to disclose any Confidential Information, it shall provide, to the extent legally permitted, prompt written notice to the Disclosing Party to allow the Disclosing Party to seek a protective order or other appropriate remedy. If such protective measures are not obtained, the Receiving Party may disclose only that portion of the Confidential Information that is legally required to be disclosed, and shall use reasonable efforts to ensure that the disclosed information is treated confidentially.

7.3 Injunctive Relief. The parties agree that any unauthorized use or disclosure of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be an insufficient remedy. Accordingly, the Disclosing Party shall be entitled to seek injunctive or equitable relief in the event of any breach or threatened breach of this Section, in addition to any other legal or equitable remedies available.

7.4 Breach Notification. The Receiving Party shall notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information and shall reasonably cooperate with the Disclosing Party to help the Disclosing Party regain possession of its Confidential Information and prevent further unauthorized use or disclosure.

8. Indemnification

8.1 Mutual Indemnification for Third-Party Claims. Each party ("**Indemnifying Party**") shall defend, indemnify, and hold harmless the other party ("**Indemnified Party**") from and against any third-party claim, demand, suit, or proceeding (a "**Third-Party Claim**") to the extent arising out of or relating to: (i) a claim that the Indemnifying Party's products, services, data, or content infringes or misappropriates a third party's intellectual property rights; or (ii) the Indemnifying Party's use of the Software Products, Support Services or Professional Services in breach of this Agreement, applicable Addenda, applicable laws, or the rights of a third party.



The Indemnified Party shall: (i) promptly notify the Indemnifying Party in writing of the claim; (ii) permit the Indemnifying Party to assume sole control over the defense and settlement of the claim (provided that no settlement may impose any liability or obligation on the Indemnified Party without its prior written consent, not to be unreasonably withheld); and (iii) provide reasonable cooperation and assistance at the Indemnifying Party's expense.

- 8.2 Specific Remedies for Infringement Claims. If the Software Products become, or in Devolutions' reasonable opinion are likely to become, the subject of a Third-Party Claim for intellectual property infringement, Devolutions may, at its sole option and expense: (i) procure for Customer the right to continue using the affected Software Products in accordance with this Agreement; (ii) modify the Software Products or their affected components so that they are no longer infringing, without materially reducing their functionality; or (iii) terminate the affected Subscriptions and refund any prepaid Fees attributable to the unused portion of the applicable Subscription Period as of the date Customer is required to cease using the Software Products.

The remedies set forth in this Section 8.2, together with the mutual indemnity obligations in Section 8.1, constitute each party's sole and exclusive liability, and the other party's sole and exclusive remedy, with respect to any Third-Party Claim. Such Customer's remedies and Devolutions' indemnity obligations shall not apply to the extent the Third-Party Claim arises from: (i) Customer's use of the Software Products in violation of this Agreement, applicable Addenda, or applicable law; (ii) modifications or customizations made to the Software Products by or on behalf of Customer without Devolutions' prior written consent; or (iii) Customer's failure to implement an Upgrade provided by Devolutions at no additional charge that would have avoided the alleged infringement.

- 8.3 Government Customer Exception. Notwithstanding the foregoing, if Customer is a governmental entity and is prohibited by applicable law from providing indemnification, this Section shall not apply to the extent such indemnification is prohibited. In such cases, Customer shall remain responsible for its own acts and omissions and those of its employees, agents, and representatives, to the extent permitted by applicable law.

9. Limited Warranty

- 9.1 Limited Warranty for Software Products. Devolutions warrants that, during the applicable Subscription Period, the Software Products will substantially conform in all material respects to the applicable Documentation when used in accordance with this Agreement and such Documentation (the "**Limited Warranty**").

- 9.2 Exclusions. The Limited Warranty does not apply to: (i) Trial Versions of the Software Products; (ii) Support Services or Professional Services, for which any applicable warranties are set forth in the Support Services Addendum; (iii) any unavailability, defect, or malfunction caused by Customer's own System or any third-party system, hardware, software, datasource, or application not provided by Devolutions; (iv) misuse, abuse, theft, vandalism, power surges or failures, battery failures, internet or wireless network interruptions or insufficiencies, acts of God, or other force majeure events; (v) security incidents, breaches, or exploitation of vulnerabilities resulting from Customer's failure to apply security patches, updates, or recommendations to its System; (vi) any negligent, malicious, wrongful, or unlawful act or omission by Customer, its Users, or any third party; (vii) any failure to install, update, use, or configure the Software Products in accordance with the Documentation; (viii) use of the Software Products with incompatible, unsupported, or outdated hardware, operating systems, browsers, or other technologies, as specified in the Documentation; or (ix) any other cause beyond Devolutions' reasonable control.

Without limiting the foregoing, Devolutions makes no representations or warranties that the Software Products are, or will remain, compatible with any technologies, platforms, software environments, operating systems, or devices except those expressly identified in the Documentation as supported. Customer acknowledges and agrees that Devolutions may, at its discretion and without liability, discontinue support or integration for any specific technology, protocol, software, or tool.

- 9.3 Exclusive Remedy. If the Software Products fail to conform to the Limited Warranty, and Customer provides written notice of the issue within the applicable Subscription Period, Devolutions will, at its option and expense:



- (i) use commercially reasonable efforts to correct the non-conformity; (ii) replace the non-conforming Software Product; or if neither (a) nor (b) is commercially feasible, terminate the applicable Subscription and refund any prepaid Fees for the unused portion of the Subscription Period. This Section 9.3 sets forth Customer's sole and exclusive remedy and Devolutions' entire liability for any breach of the Limited Warranty.
- 9.4 Security and Malicious Code. Devolutions shall implement and maintain commercially reasonable development, testing, and security procedures designed to prevent the introduction of malicious code into the Software Products, including adherence to industry standards and secure coding practices. Devolutions shall maintain prevention, detection, and recovery controls to protect its development and production environments against the introduction or spread of viruses, worms, trojan horses, logic bombs, spyware, and other forms of malicious code. Devolutions further represents and warrants that, to the best of its knowledge and belief, the Software Products, as delivered to Customer, do not contain any malicious code designed to (a) disrupt, disable, harm, or otherwise impede the normal operation of Customer's systems or data; (b) permit unauthorized access to Customer's systems or data; or (c) trigger unauthorized self-executing functions. This warranty excludes any code introduced by Customer or third parties after delivery, or any features disclosed in this Agreement or the Documentation (such as license enforcement mechanisms).
- 9.5 Open-Source Components. Devolutions (i) complies with all Public Licenses applicable to the Open-Source Components included in or distributed with the Software Products, (ii) has all necessary rights to provide the Software Products to Customer, and (iii) has not used any Open-Source Component in a manner that (a) requires any proprietary software of Customer or Devolutions to be disclosed or distributed in source code form; (b) requires any proprietary software to be licensed to others for the purpose of making derivative works; (c) imposes any restriction on fees for licensing or distributing the Software Products; or (d) grants to any third party any rights in or access to the proprietary software's source code.
- 9.6 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND DEVOLUTIONS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR RESULTS TO BE OBTAINED FROM USE.

WITHOUT LIMITING THE FOREGOING, CUSTOMER ACKNOWLEDGES THAT USE OF THE SOFTWARE PRODUCTS MAY INVOLVE THE TRANSMISSION OF DATA OVER NETWORKS THAT ARE NOT OWNED, OPERATED, OR CONTROLLED BY DEVOLUTIONS. DEVOLUTIONS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS, INTERCEPTION, ALTERATION, OR UNAUTHORIZED ACCESS TO CUSTOMER DATA THAT OCCURS WHILE IN TRANSIT OVER SUCH NETWORKS.

10. Limitation of Liability

- 10.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, OR BUSINESS OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY.
- 10.2 Limitation of Direct Damage. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR THE EXCLUDED CLAIMS DEFINED BELOW, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO DEVOLUTIONS UNDER THIS AGREEMENT FOR THE SOFTWARE PRODUCTS OR OTHER SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OR THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE). WITHOUT LIMITING THE FOREGOING, DEVOLUTIONS SHALL NOT BE LIABLE FOR ANY LOSS, CORRUPTION, OR DAMAGE TO CUSTOMER DATA TO THE EXTENT CAUSED BY CUSTOMER'S FAILURE TO IMPLEMENT APPROPRIATE INTERNAL



DATA SECURITY MEASURES, MAINTAIN REGULAR DATA BACKUPS, AND TEST SUCH BACKUPS ON A REGULAR BASIS (EXCEPT TO THE EXTENT SUCH MEASURES ARE THE EXPRESS RESPONSIBILITY OF DEVOLUTIONS UNDER THIS AGREEMENT).

- 10.3 Excluded Claims. The limitation set forth in Section 10.2 shall not apply to: (i) either party's indemnification obligations under this Agreement; (ii) damages arising from a party's fraud, willful misconduct, or gross negligence; (iii) Customer's payment obligations; and (iv) damages resulting from a breach of Section 7 (Confidentiality), but solely to the extent such breach arises from a party's negligence or failure to comply with its obligations under such Section.
- 10.4 Severability. If any disclaimer, exclusion, or limitation set forth in this Agreement is determined to be unenforceable under applicable law, such provision shall apply to the maximum extent permitted by law, and the remainder of this Agreement shall remain in full force and effect.
- 10.5 Essential Basis. The parties agree that the limitations of liability set forth in this Section reflect a reasonable allocation of risk and form an essential basis of the bargain between the parties.

11. Term and Termination

- 11.1 Term of Agreement. This Agreement becomes effective on the date Customer first subscribes to, acquires, or begins using any Software Product, and shall remain in effect until the expiration or termination of all Subscriptions or until Customer permanently ceases to use the Software Products, as applicable, unless earlier terminated by either party in accordance with this Agreement. The rights and obligations of the parties with respect to surviving provisions shall remain in effect as described in Section 11.8.
- 11.2 Term of Subscriptions. Each Subscription shall commence on the effective date set forth in the applicable Order and shall remain in effect for the term specified therein, unless earlier terminated by either party in accordance with this Agreement. Subscriptions do not renew automatically and must be renewed by Customer on or before their expiration date by paying the applicable renewal Fees. Failure to renew a Subscription in a timely manner may result in the suspension or loss of access, in whole or in part, to the Software Products, Support Services or Professional Services.
- 11.3 Termination for Cause. Either party may terminate this Agreement upon written notice if the other party: (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof; or (ii) ceases its operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Without limiting the generality of the foregoing, the following shall be deemed material breaches: (i) failure to pay any Fees when due under this Agreement or an applicable Order; (ii) use of the Software Products or Other Services in violation of the license scope, usage restrictions and prohibitions, or applicable law; or (iii) breach of the confidentiality or data protection obligations set forth in this Agreement.
- 11.4 Termination for Convenience. Customer may terminate a Subscription for convenience at any time upon thirty (30) days' written notice.
- 11.5 Refunds Upon Termination. If Customer terminates this Agreement or any Subscription for cause in accordance with Section 11.3, Devolutions shall refund any prepaid Fees covering the unused portion of the terminated Subscription Period as of the effective date of termination. If Customer terminates for convenience or for any reason other than Devolutions' material breach, it shall not be entitled to any refund, credit, or reimbursement of prepaid Fees. In the event Devolutions terminates this Agreement or any Subscription for cause, Customer shall not be entitled to any refund, and all outstanding Fees for the remainder of the applicable Subscription Period shall become immediately due and payable.
- 11.6 Effect of Termination. Upon termination or expiration of this Agreement or any Subscription: (i) all rights and licenses granted to Customer and its Users under the terminated Subscription(s) shall immediately cease; (ii) Customer shall cease all use of the applicable Software Products and delete or uninstall any installed Self-Hosted Software or component, except where permitted to retain archived backups for compliance purposes;



(iii) Customer's access to the Cloud Services will be disabled; and (iv) any unpaid amounts due to Devolutions shall become immediately payable. For clarity, termination of a single Subscription shall not, by itself, terminate this Agreement as a whole unless all Subscriptions have expired or been terminated.

- 11.7 **Termination Assistance.** To the extent applicable, upon the expiration or termination of this Agreement, Devolutions shall, upon Customer's written request, provide reasonable assistance in order to facilitate the orderly transition of Customer's access to and retrieval of its Customer Data, including making such data available in a commonly used, machine-readable format. Such termination assistance shall be limited to what is reasonably required to enable Customer to export or transition its Customer Data. Any additional services requested by Customer, including extended support, data migration assistance, or consultation, may be provided by Devolutions at its discretion and subject to a separate written agreement and applicable fees. Nothing in this Section shall require Devolutions to disclose or provide any of its proprietary tools, software, source code, trade secrets, or other confidential information to Customer or any third party.
- 11.8 **Survival.** Sections intended by their nature to survive termination or expiration of this Agreement shall do so, including but not limited to: Sections 5 (Intellectual Property), 6 (Data Protection), 7 (Confidentiality), 9 (Limited Warranty), 10 (Limitation of Liability), 11.6 (Effect of Termination), 11.7 (Termination Assistance), 11.8 (Survival), 12 (Governing Law and Dispute Resolution), and 13 (General Provisions).

12. Governing Law and Dispute Resolution

- 12.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to its conflict of law principles and regardless of the Customer's location. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.
- 12.2 **Jurisdiction and Venue.** Subject to Section 12.3, any dispute, controversy, or claim arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts located in the judicial district of Montreal, Province of Quebec, Canada, and each party irrevocably submits to the personal jurisdiction of such courts and waives any objection to such venue, including based on *forum non conveniens*.
- 12.3 **Optional Arbitration.** Notwithstanding the foregoing, if mutually agreed in writing by the parties, any dispute, controversy, or claim arising out of or relating to this Agreement may instead be resolved through final and binding arbitration administered by a recognized arbitral institution under its applicable rules. Unless otherwise agreed, the arbitral institution shall be selected by mutual agreement of the parties and may include institutions such as the International Centre for Dispute Resolution (ICDR), the International Chamber of Commerce (ICC), or the ADR Institute of Canada (ADRIC). Unless otherwise agreed: (i) the arbitration shall be conducted in English; (ii) the seat of arbitration shall be Montreal, Quebec, Canada; and (iii) each party shall bear its own legal fees and an equal share of the arbitration costs. Nothing in this Section shall prevent either party from seeking interim, emergency, or injunctive relief in a court of competent jurisdiction.

13. General Provisions

- 13.1 **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given: (i) upon receipt if delivered personally or sent by a recognized courier service or by registered or certified mail (return receipt requested); or (ii) on the date of transmission if sent by email during normal business hours of the recipient, or on the next business day if sent outside those hours, provided that no delivery failure or bounce-back notification is received. Notices sent to Devolutions must be sent to legal@devolutions.net and notices sent to Customer must be sent to the address (including email address) specified in the applicable Order or as otherwise designated in writing by Customer. Each party is responsible for ensuring that its contact information remains current and for retaining reasonable proof of delivery. For the purposes of this Section, "business hours" means 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding public holidays observed at the recipient's principal place of business.



- 13.2 Amendments. The terms of this Agreement in effect at the time Customer purchases a Subscription shall remain in effect for the duration of the applicable Subscription Period, unless modified earlier by a written agreement signed by both parties. Devolutions may revise or update the terms of this Agreement from time to time, provided that such modifications will only become effective at the start of Customer's next Subscription Period. Devolutions shall provide prior written notice by email, through notifications within the Software Products, or by another reasonable method to inform the Customer that amendments were made to the Agreement. Continued use of the Software Products following renewal or repurchase shall constitute Customer's acceptance of the amended terms. Notwithstanding the foregoing, Devolutions may implement immediately effective amendments at any time during a Subscription Period if required by applicable law or regulation, or to address new security risks or compliance obligations. In such cases, Devolutions shall promptly notify Customer of these changes. If Customer reasonably objects to any material amendment made pursuant to this Section, Customer's sole remedy shall be to decline renewal of its Subscription or cease using the affected Software Products. Devolutions may also unilaterally update or modify external documents referenced in this Agreement (including without limitation, Terms of Use, Addenda, or Privacy Policy), provided that such modifications do not materially degrade the functionality, performance, or security of the Software Products, nor materially reduce Customer's rights under this Agreement.
- 13.3 Assignment. Neither party may assign, transfer, or delegate any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party, except that either party may assign this Agreement without such consent to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its business or assets, provided that (i) the assigning party provides prompt written notice to the other party, and (ii) the assignee (including any Affiliate) agrees in writing to be bound by the terms and conditions of this Agreement. Any attempted assignment in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall bind and benefit the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Devolutions may engage subcontractors to perform its obligations under this Agreement, provided that Devolutions remains fully responsible for the performance of all subcontracted obligations.
- 13.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such provision shall be modified to the minimum extent necessary to reflect the parties' original intent. The remainder of this Agreement shall remain valid, enforceable, and in full force and effect.
- 13.5 Export Administration. The Software Products may be subject to the export control laws and regulations of Canada, the United States, and other applicable jurisdictions, including the jurisdiction in which Customer operates. Customer shall fully comply with all applicable export laws and regulations, ensuring that the Software Products are not: (i) used, exported, or re-exported, directly or indirectly, in violation of such laws and regulations; or (ii) used for any purpose prohibited by such laws and regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. Without limiting the foregoing, Customer represents and warrants that: (i) it is not listed on any denied-party, sanctioned-entity, or restricted-entity lists maintained by the governments of Canada, the United States, or other applicable jurisdictions; (ii) it is not directly or indirectly owned or controlled by, or acting on behalf of, any person or entity listed on such sanctioned or restricted-entity lists, including if such listed person or entity directly or indirectly holds an interest of 50% or more; and (iii) it shall not permit any third party to access, use, or export the Software Products to any country or territory subject to an embargo imposed by Canada, the United States, or the jurisdiction in which Customer operates.
- 13.6 U.S. Government. This subsection applies solely if the Customer is a United States federal, state, or local government entity ("U.S. Government") and uses the Software Products for official governmental purposes. Any use of the Software Products for private, personal, or non-governmental purposes by the U.S. Government or its Users shall automatically waive the applicability of this subsection. The Software Products are "Commercial Items" as defined in 48 C.F.R. § 2.101, and constitute "Commercial Computer Software" as defined in 48 C.F.R. § 252.227-7014(a)(1), as applicable, and as referenced in 48 C.F.R. §§ 12.212 and 227.7202. Any use, modification, reproduction, release, performance, display, or disclosure of the Software Products by the U.S. Government shall be governed solely by the terms and conditions of this Agreement, and shall be consistent with 48 C.F.R. § 12.212, 48 C.F.R. §§ 227.7202-1 through 227.7202-4, and other relevant provisions of the Code of Federal Regulations. Accordingly, the Software Products are provided to U.S.



Government end users with only those rights customarily provided to non-governmental commercial customers under this Agreement.

- 13.7 Force Majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement (except for payment obligations) to the extent such delay or failure is caused by a force majeure event, meaning any unforeseen event beyond the reasonable control of the affected party, such as acts of God, natural disasters, pandemics, epidemics, government actions, labor disputes, war, terrorism, cyberattacks, civil unrest, power or Internet outages, or failures of third-party hosting or infrastructure providers. The affected party shall promptly notify the other party of the occurrence of the force majeure event and shall use commercially reasonable efforts to mitigate its effects and resume performance as soon as reasonably practicable.
- 13.8 Waiver and Remedies. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that right, power, or remedy, nor shall any single or partial exercise preclude any other or further exercise of the same or any other right, power, or remedy. No waiver of any provision or breach of this Agreement shall be effective unless made in writing and signed by an authorized representative of the waiving party, and any such waiver shall apply only to the specific instance and purpose for which it is given. All rights and remedies under this Agreement are cumulative and may be exercised individually or concurrently, and are in addition to, and not in substitution for, any rights or remedies available at law or in equity.
- 13.9 Entire Agreement. This Agreement, together with any applicable Orders, Addenda, and Documentation expressly incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, negotiations, representations, and communications, whether oral or written, relating to such subject matter, unless otherwise expressly agreed in writing by both parties. Any terms or conditions set forth in a purchase order, acknowledgment, or other document issued by the Customer that are inconsistent with or in addition to the terms of this Agreement shall be of no force or effect with respect to the subject matter of this Agreement, even if signed or accepted by Devolutions, unless such document explicitly states that its terms shall override those of this Agreement and is signed by an authorized representative of Devolutions. In the event of any conflict or inconsistency between the documents comprising this Agreement, the following order of precedence shall apply: (1) the applicable Order; (2) any applicable Addenda; (3) this Agreement (excluding Addenda); (4) the Documentation.
- 13.10 Language (applicable only to Customers located in the Province of Quebec). The parties acknowledge that they have expressly requested and agreed that this Agreement and all related documents be drawn up in the English language. Without limiting the foregoing, Customer acknowledges having had access to the French version of this Agreement, available at <https://devolutions.net/fr/legal/>, and agrees that in the event of any conflict, ambiguity, or inconsistency between the English and French versions, the French version shall prevail. *Les parties reconnaissent avoir expressément exigé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais. Sans limiter ce qui précède, le Client reconnaît avoir eu accès à la version française de la Convention, disponible à l'adresse suivante: <https://devolutions.net/fr/legal/>, et convient qu'en cas de conflit, d'ambiguïté ou d'incohérence entre la version anglaise et la version française, la version française prévaudra.*



Exhibit A – Defined Terms

Addenda means the supplemental terms to this Agreement that may be issued, amended, or replaced by Devolutions from time to time, including, without limitation, the Support Services Addendum and the Data Processing Addendum, each of which is incorporated by reference into and forms an integral part of this Agreement.

Affiliates means any entity that directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For the purposes of this definition, “control” means the ownership or control, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of the subject entity.

Cloud Services means the Software-as-a-Service (SaaS) offerings provided and hosted by Devolutions or its authorized providers, including Devolutions Cloud, Devolutions Send, and any associated Upgrades.

Confidential Information means, without limitation, non-public, proprietary or confidential information, documents and other materials disclosed by one party to the other party in connection with this Agreement, whether disclosed orally, visually, electronically, or in writing, and whether or not marked as confidential, that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, software, trade secrets, technical data, and Customer Data. Confidential Information does not include information that the Receiving Party can demonstrate (i) was already known to it without restriction at the time of disclosure; (ii) is or becomes publicly available through no breach of this Agreement; (iii) is independently developed without use of or reference to the Disclosing Party’s Confidential Information; or (iv) is lawfully received from a third party without breach of any obligation to the Disclosing Party. For the purpose of this Agreement, the party disclosing Confidential Information to the other party is referred as the “**Disclosing Party**” and the party receiving such Confidential Information from the disclosing party is referred as the “**Receiving Party**”.

Customer Data means all data, information, content, and materials, including Personal Data, that are submitted, uploaded, transmitted, or otherwise made available to Devolutions by or on behalf of Customer or its Users through their use of the Software Products, Support Services, or Professional Services. Customer Data does not include (i) aggregated or anonymized data generated by Devolutions in accordance with this Agreement, or (ii) any Feedback provided by the Customer or its Users.

Data Processing Addendum (DPA) means Devolutions’ Data Processing Addendum, as may be amended, replaced, or supplemented from time to time, which is incorporated by reference into and forms an integral part of this Agreement.

Documentation means the user manuals, guides, knowledge base, security guidelines and recommendations, and other technical documentation and specifications published or developed by Devolutions in respect of its Software Products (as amended from time to time), including those which are made available in Devolutions’ online [Support Center](#).

Feedback means any suggestions, recommendations, feedback, enhancement requests, or other input relating to the Software Products, Support Services or Professional Services.

Fees means all amounts payable by Customer to Devolutions in connection with its Subscription, Support Services, Professional Services, or any other products or services provided under this Agreement, as specified in the applicable Order or as otherwise agreed in writing.

Open-Source Components means any open-source software included with, or incorporated into, a Software Product, in whole or in part, and provided subject to the terms of the applicable Public License under which such software is distributed.

Order means a document (such as a purchase order, order form, online checkout confirmation or statement of work) agreed to by the parties that specifies the Software Products or Software Package being licensed or subscribed to, the Subscription Period, the Support Services or Professional Services purchased, as applicable, the applicable Fees, and any other transaction-specific terms. Each Order is subject to and governed by this Agreement.



Organization means any legal entity, whether incorporated or unincorporated, including without limitation any corporation, partnership, limited liability company, association, trust, joint venture, governmental authority, or other similar entity.

Personal Data means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws.

Professional Services means the training, consulting, or other non-support professional services provided by Devolutions to Customer or its Users in connection with the Software Products, as further described in the Support Services Addendum.

Proprietary Materials means, collectively, all components, derivative works, and Upgrades of the Software Products, including without limitation all configurations, features, functionalities, interfaces, content, graphics, button icons, logos, trademarks, scripts, artwork, images, computer code, designs, applications, data, text, and files incorporated into or accessible through the Software Products. This definition also includes the presentation, arrangement, coordination, enhancement, and selection of any of the foregoing within the Software Products, but excludes, for clarity, any Open-Source Components.

Public Licenses means any license that governs the use, reproduction, modification, and distribution of Open-Source Components.

Reseller means an authorized reseller of Devolutions' Software Products.

Self-Hosted Software means the software and downloadable applications developed and licensed by Devolutions (in object code form), that are installed, hosted, and operated by Customer or its Users on their own Systems, including Remote Desktop Manager, Devolutions Server, Devolutions Gateway, Devolutions PAM, Devolutions Launcher, Devolutions Password Manager, and their respective Upgrades.

Software Package refers to a specific bundle of multiple Software Products as described [here](#).

Software Products means, collectively, the Self-Hosted Software and the Cloud Services provided by Devolutions under this Agreement. The term **Software Product** refers to either a Self-Hosted Software or a Cloud Service individually, as the context requires.

Subscription means Customer's license or right to access and use a Software Product or Software Package, as specified in an applicable Order, during the relevant Subscription Period and subject to the terms of this Agreement.

Subscription Period means the duration of the Subscription as specified in the applicable Order, during which the Customer is entitled to access and use the Software Products, receive Support Services, and access any applicable Upgrades, subject to the terms of this Agreement.

Support Services Addendum means the addendum issued by Devolutions describing the scope, terms, and conditions of the Support Services and Professional Services, as it may be amended, replaced, or supplemented from time to time. The Support Services Addendum is incorporated by reference and forms an integral part of this Agreement.

Support Services means the customer support and technical assistance services provided by Devolutions to Customer and its Users in connection with the use of the Software Products, including assistance with installation, configuration, troubleshooting, and issue resolution, subject to the service levels, availability, limitations and other terms set forth in the Support Services Addendum.

System means any computer, server, mobile device, network, infrastructure, or other electronic environment on which the Software Product is installed, hosted, or operated, or from which it is accessed or used.

Terms of Use means the terms and conditions governing access to and use of Devolutions' website, as published and updated by Devolutions from time to time on its [Trust Center](#).



Third-Party Content means any software, services, integrations, data, or other content that is developed, owned, or provided by a third party and that is accessed by, integrated with, linked to, or otherwise made available in connection with the Software Products.

Third-Party Platforms means any external platforms, systems, or services not operated or controlled by Devolutions that the Software Products may interact with, connect to, or depend on for certain features or functionalities.

Trademark and Brand Use Policy means the guidelines and limitations governing the use of Devolutions' trademarks and brand assets, as published and updated by Devolutions from time to time on its [Trust Center](#).

Upgrades means any new version, update, enhancement, improvement, patch (including security or vulnerability patches), revision, supplement, modification, translation, add-on, feature, functionality, tool, maintenance release, or other change to a Software Product.

User means an individual designated and duly authorized by Customer to install, access, or use a Software Product, in accordance with the scope, limitations, and restrictions of Customer's Subscription. Users may be internal or external to Customer's organization and may include Customer's employees, contractors, consultants, vendors, and agents.