



SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

PowerShell Universal

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

Capitalized terms used but not defined in the Agreement have the meanings given to them in Exhibit A (Definitions), which, together with any applicable Addenda, the Documentation, and Orders, forms part of this Agreement.

BY PURCHASING A SUBSCRIPTION, BY USING THE 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 CUSTOMER IS AN ORGANIZATION, THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON ITS BEHALF REPRESENTS AND WARRANTS TO DEVOLUTIONS THAT THEY HAVE THE FULL LEGAL AUTHORITY TO BIND THAT ORGANIZATION TO THIS AGREEMENT.

IF CUSTOMER IS AN INDIVIDUAL WHO HAS NOT REACHED THE AGE OF DIGITAL CONSENT APPLICABLE IN THEIR JURISDICTION, THEY MAY ONLY ENTER INTO THIS AGREEMENT AND USE THE SOFTWARE PRODUCT WITH THE VALID AND VERIFIABLE CONSENT OF A PARENT OR LEGAL GUARDIAN. INDIVIDUALS UNDER THE AGE OF 13 ARE NOT PERMITTED TO ENTER INTO THIS AGREEMENT OR TO ACCESS OR USE THE SOFTWARE PRODUCT UNDER ANY CIRCUMSTANCES. BY ENTERING INTO THIS AGREEMENT, CUSTOMER REPRESENTS AND WARRANTS THAT THEY MEET THE MINIMUM AGE REQUIREMENTS UNDER APPLICABLE LAW OR HAVE OBTAINED THE NECESSARY PARENTAL OR LEGAL GUARDIAN CONSENT.

1. Rights of Access and Use.

- 1.1 Grant of License Rights. Subject to Customer’s continued compliance with the terms of this Agreement and payment of all applicable Fees, Devolutions grants Customer a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to install, deploy and operate the Software Product on its Systems during the applicable Subscription Period, for Customer’s personal or internal business use, and solely in accordance with the specific license type purchased by Customer. The license applies to one (1) Instance of the Software Product, unless otherwise expressly authorized herein or in an applicable Order. Customer’s vested rights in relation to the Software Product shall be strictly limited to those rights that are necessary to enable Customer and its Users, as applicable, to effectively operate the Software Product as contemplated under the Agreement. All other rights, titles, and interests in and to the Software Product are and shall remain exclusively reserved to Devolutions.
- 1.2 Legacy Licensing Provision. Notwithstanding Section 1.1, if Customer acquired a perpetual license under a Legacy Agreement or was using a Fallback Version prior to January 1, 2026, Customer may continue to use the applicable Fallback Version strictly in accordance with the Legacy Agreement, as such terms existed on the date Customer last purchased or renewed its Software Product prior to January 1, 2026. This legacy right does not apply to any new Subscriptions purchased or renewed on or after January 1, 2026, and nothing herein creates, extends, or reinstates any perpetual rights beyond those expressly granted under the applicable Legacy Agreement. However, Customers holding a perpetual license with active maintenance as of January 1, 2026 may renew such maintenance one (1) final time, for a period of not more than twelve (12) months, provided such renewal occurs no later than December 31, 2026. In all cases, perpetual licenses and any associated maintenance shall reach end-of-life no later than December 31, 2027.
- 1.3 Specific License Types. The specific license rights granted to the Customer under this Agreement shall be determined by, and shall correspond to, the particular type of license purchased by the Customer, as further described below:
 - i) **Single User License:** subject to the terms of this Agreement, grants Customer the right to install, deploy, and operate one (1) Instance of the Software Product on any number of Systems, provided that such



Instance may be accessed or used by only one (1) User at any given time. Concurrent use by more than one User is strictly prohibited.

- ii) **Server License:** subject to the terms of this Agreement, the Server License grants Customer a non-exclusive, non-transferable right to install, deploy, and operate one (1) Instance of the Software Product on any number of Systems, provided that such Instance may be accessed or used concurrently by an unlimited number of Users.
- iii) **Site License:** subject to the terms of this Agreement, the Site License grants Customer a non-exclusive, non-transferable, non-sublicensable right to install, deploy, and operate the Software Product at a single physical site or office of Customer's Organization (or a single business unit thereof), and to permit an unlimited number of Users primarily located, based, or assigned to that site or office to access and use the Software Product. Under a valid Site License, Customer may install and operate an unlimited number of active running Instances of the Software Product on any number of Systems located at, or remotely linked to, such licensed site or office.
- iv) **Enterprise License:** subject to the terms of this Agreement, the Enterprise License grants Customer a non-exclusive, non-transferable, non-sublicensable right to install, deploy, and operate the Software Product across Customer's Organization on a worldwide basis, and to permit an unlimited number of Users to access and use the Software Product for Customer's internal business purposes. Under a valid Enterprise License, Customer may install and operate an unlimited number of active running Instances of the Software Product on any number of Systems worldwide, including across multiple sites, offices, regions, or data centers, with access to the full feature set of the Software Product, without acquiring additional per-Instance licenses. For greater certainty, this license applies solely to the legal entity identified in the applicable Order and does not extend to any Affiliate unless expressly stated as such.
- v) **Developer Edition License (No Fee):** subject to the terms of this Agreement, the Developer Edition License grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, and royalty-free license to install, deploy, and operate the Software Product, solely for software development purposes. The Developer Edition may be used for commercial development activities, including coding, testing, and validation, provided that (a) the Software Product is used only on a single-user developer workstation or laptop used by the User in a professional or employment context, including local execution environments such as local virtual machines or containers running on that workstation or laptop, and not on any dedicated server, cloud infrastructure, shared virtualized environment, or shared hosting platform; (b) the Software Product is not used to host, operate, or support any live, production, or customer-facing service, application, or workload; (c) the Software Product is not used to deliver services or functionality to end users, customers, or third parties; (d) the User authenticates and remains logged in using a valid Devolutions account; and (e) such use does not otherwise exceed or circumvent the license scope or usage restrictions set forth in this Agreement. Any use of the Software Product outside the scope of this Section, including any server-based deployment or use in connection with a live or production environment, requires a valid paid Subscription under the applicable license type. Devolutions may, at any time and in its sole discretion, modify, restrict, suspend, or discontinue the Developer Edition License, with or without notice, without incurring any liability to Customer. For greater certainty, the Developer Edition is provided "AS IS" and "AS AVAILABLE," without any warranties or conditions of any kind, whether express, implied, statutory, or otherwise, to the maximum extent permitted by applicable law.

For clarity, except as expressly provided for the Developer Edition License:

- (i) Any configuration that results in more than one active running Instance, whether through clustering, scaling, replication, or automated orchestration, requires an equivalent number of valid licenses;
- (ii) Customer may deploy an Instance on multiple Systems for purposes of redundancy, failover, load balancing, high availability, or disaster recovery, provided that only one (1) active Instance is running at any given time, unless Customer has acquired additional licenses permitting multiple concurrent Instances.



- 1.4 Upgrades. Upgrades released or made available by Devolutions may be installed and deployed at no additional cost during the applicable Subscription Period. Customer and its Users are responsible for installing any available Upgrades. Failure by Customer or its Users to install Upgrades may adversely affect: (i) the proper or full functioning of the Software Product; (ii) the security of the Software Product, particularly where an Upgrade addresses a known vulnerability; or (iii) Devolutions' ability to provide effective Support Services. For greater certainty, Upgrades are not applicable or available to any Fallback Version.
- 1.5 Integration with Other Devolutions Products. The license granted under this Agreement applies solely to the Software Product and does not extend to, or include any rights in relation to, any other Devolutions product, service or software package. The purchase or use of any additional Devolutions product, service or software package, including any use of the Software Product in conjunction with a distinct Devolutions offering, requires a separate subscription, which may be subject to different licensing terms and conditions. Devolutions reserves the right, at any time and in its sole discretion, to incorporate, bundle, or otherwise make the Software Product available as part of any of its software packages or commercial offerings, without conferring upon Customer any rights in respect of such packages unless purchased separately.
- 1.6 Documentation. Customer and its designated Users may access, use, and reproduce the Documentation solely as necessary to support their use of the Software Product in accordance with this Agreement.
- 1.7 Trial and Beta Versions. Devolutions may, at its sole discretion, offer access to trial, beta, or other evaluation versions of the Software Product ("**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.
- 1.8 Affiliates. The Software Product may not be used by, or shared with, any Affiliate of Customer. Each Affiliate of Customer must obtain its own Subscriptions to the Software Product under a separate Order, and any such Subscription shall be subject to the terms and conditions of this Agreement.
- 1.9 Users. Customer's designated Users may access and use the Software Product solely in accordance with this Agreement and the specific license type purchased by Customer. Customer is responsible for ensuring that all such Users comply with the terms and conditions of this Agreement and shall remain fully liable for any breach of this Agreement by any User.
- 1.10 Prohibited Uses and other Restrictions. All rights in and to the Software Product not expressly granted under this Agreement are 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 Product available to any third party (including through hosting, managed services, or multi-tenant access), except as explicitly permitted by this Agreement or as authorized in writing by Devolutions;
 - (ii) modify, adapt, translate, localize, or create derivative works of the Software Product, or use the Software Product to develop or support a product or service that is competitive with or substantially similar to the Software Product;
 - (iii) remove, alter, obscure, or tamper with any proprietary notices, labels, disclaimers, legal markings, or intellectual property notices (including copyright, trademark, or confidentiality notices) contained in or affixed to the Software Product or related media;



- (iv) access, use, or reproduce the Software Product in any manner not expressly authorized under this Agreement;
 - (v) use the Software Product to distribute, store, or support software, data, or files containing malware or harmful code of any kind (including viruses, worms, Trojan horses, ransomware, or other malicious or destructive components), or engage in any activity that disrupts, degrades, interferes with, or compromises the performance, availability, or security of the Software Product or any other systems or networks;
 - (vi) use, copy, modify, merge, reverse engineer, decompile, disassemble, translate, or otherwise attempt to access, derive, or discover the source code, underlying structure, algorithms, ideas, or non-public APIs of the Software Product (except with respect to any Open-Source Components, but only to the extent permitted under their applicable Public Licenses);
 - (vii) use the Software Product for any unlawful purpose, or in any way that infringes, misappropriates, or violates the intellectual property, privacy, publicity, or other proprietary rights of any third party;
 - (viii) use the Software Product to store, process, or transmit any illicit, defamatory, harmful, offensive, or otherwise objectionable material;
 - (ix) use the Software Product to gain or attempt to gain unauthorized access to any third-party systems, networks, data, accounts, or devices;
 - (x) attempt to bypass, disable, evade, remove, modify, or otherwise interfere with any access control, license management mechanism, usage limitation, security feature, encryption, monitoring function, or other technical safeguard embedded in or associated with the Software Product or its supporting infrastructure; or
 - (xi) use the Software Product in any manner that could reasonably be expected to subject Devolutions or its providers to legal, regulatory, or compliance obligations not contemplated by this Agreement.
- 1.11 Verification of Compliance. Customer is responsible for monitoring and ensuring compliance with the licensed number of Instances and Users. Upon reasonable notice, and no more than once per twelve (12) months, Devolutions may request information from Customer to verify compliance, and Customer agrees to promptly cooperate and provide information or assistance as necessary to facilitate such verification. If Customer exceeds licensed capacity, Devolutions may, at its sole discretion: (i) adjust the Fees retroactively to reflect actual usage; (ii) request Customer to reduce usage to remain within the licensed limits, or (iii) exercise any other remedy available under this Agreement or applicable law.

2. Support Services

- 2.1 Standard of Performance. Devolutions represents and warrants that the Support Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. Customer acknowledges and agrees that Devolutions may engage qualified third-party consultants or subcontractors to assist in the performance of Support Services, in whole or in part, provided that Devolutions remains responsible for the delivery of such services in accordance with this Agreement.
- 2.2 Exclusions. The Software Product is not covered by the support plans or other terms and conditions set forth in Devolutions' Support Services Addendum, and the only terms governing any Support Services that may be provided in connection with the Software Product are those expressly set out in this Agreement. Users of a Fallback Version are not entitled to receive, access, or benefit from any Support Services, except to the extent strictly required under applicable law.
- 2.3 Excessive Use of Support Services. If Devolutions determines, in its reasonable discretion, that Customer or its Users are making excessive use of Support Services, Devolutions reserves the right to: (i) limit or restrict



the number of support cases that may be submitted by Customer; and/or (ii) lower the priority assigned to Customer's future support requests. In addition, Devolutions reserves the right to suspend or refuse Support Services in cases where Customer or any of its Users engage in inappropriate, aggressive, abusive, or unprofessional conduct toward Devolutions' support personnel, including written or verbal harassment, threats, or disrespectful behavior.

- 2.4 Customer Cooperation. Customer shall provide timely cooperation and reasonable assistance to Devolutions in connection with the provision of Support Services. Such cooperation may include, without limitation, furnishing accurate and complete information, responding to inquiries in a timely manner, and granting remote access to Customer's Systems or environment as necessary to identify, reproduce, or resolve the reported issue.
- 2.5 Access to Customer Data or Systems. To the extent Devolutions must access or process Customer Data in connection with the provision of Support Services, or remotely access its Systems for the purpose of investigating, reproducing, or resolving a support issue, Customer grants Devolutions a limited, non-exclusive right to access, use, process, store, copy, and retrieve such Customer Data solely for the purposes of providing such services, addressing support-related issues, or fulfilling Customer's express instructions. Devolutions shall implement and maintain appropriate administrative, physical, and technical safeguards, consistent with industry standards, to protect the confidentiality, integrity, and security of Customer Data in such circumstances. These safeguards include, without limitation, measures designed to prevent unauthorized access to, use of, modification of, deletion of, or disclosure of Customer Data by Devolutions personnel, except as necessary to provide the requested services or resolve technical issues or as expressly authorized by Customer in writing. Notwithstanding the foregoing, Devolutions does not guarantee the availability, integrity, or uninterrupted operation of Customer's environment while accessing Customer's data or Systems and does not warrant that such access will be error-free or without risk. Customer assumes all risks of data loss, system disruption, or unauthorized exposure resulting from such access, except to the extent caused by Devolutions' gross negligence or willful misconduct. Customer is solely responsible for maintaining complete and up-to-date backup copies of any Customer Data that may be accessed, imported, or otherwise handled by Devolutions in such circumstances.
- 2.6 Disclaimer of Warranties. Customer acknowledges and agrees that the time required to address and resolve a support request may vary depending on its complexity and the volume of support requests being handled at any given time. Devolutions makes no guarantee that any request will be addressed or resolved within a specific timeframe, or that a specific level of support will be provided. SUPPORT SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. DEVOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT SUPPORT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT ANY ISSUE REPORTED BY CUSTOMER WILL BE RESOLVED, OR THAT ANY GUIDANCE, WORKAROUND, OR RECOMMENDATION PROVIDED DURING THE COURSE OF SUPPORT SERVICES WILL ACHIEVE A SPECIFIC RESULT OR PREVENT FUTURE ISSUES. THESE DISCLAIMERS ARE IN ADDITION TO, AND NOT A REPLACEMENT FOR, ANY OTHER WARRANTY EXCLUSIONS OR LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

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.
- 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 Product 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. 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 a Software Product license 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 to provide the Software Product, which may include Personal Data relating to Customer or its Users. All Subscription details shall be as stated in the Subscription confirmation issued by the Reseller to Customer, and the Reseller shall be solely responsible for the accuracy of any such Subscription confirmation. Any refund to which Customer may be entitled will be issued by Devolutions to the Reseller, and the Reseller 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 other commitment on behalf of Devolutions.

4. Accounts, Access Management and Security Responsibilities

- 4.1 **PowerShell Universal Account.** A valid PowerShell Universal account is required in order to access, grant access to, or use the Software Product. Customer and each User shall provide accurate, complete, and current information when creating their respective accounts and shall promptly update such information as necessary to ensure that it remains accurate, complete, and up to date at all times.
- 4.2 **Access to the Software Product.** Customer is solely responsible for downloading and installing the Software Product, which is made available for download through the PowerShell Universal website. Customer may enable Users to access the Software Product only through one of the following methods:
- i) By sending an invitation from Customer's PowerShell Universal account to a User's PowerShell Universal account. Customer acknowledges and agrees that the Software Product will periodically initiate a connection from the User's System to Devolutions' servers via the Internet for the sole purpose of validating and reconfirming the User's right to use the Software Product;
 - ii) By generating an offline activation code within Customer's PowerShell Universal account and providing such code to the User for offline product activation. Customer shall be solely responsible for generating a new offline activation code and ensuring that it is properly applied through the product registration interface each time (a) any modification is made to the right-of-use assignment, (b) any change occurs to the applicable Subscription plan, or (c) the Subscription is renewed; or
 - iii) Via a server application installed on Customer's premises that enables access to the Software Product from Systems operating within Customer's local area network. This option may be made available to Customer solely at the discretion of Devolutions.
- 4.3 **Users' Responsibilities.** Each User is responsible for maintaining the confidentiality and security of their account credentials and shall be deemed responsible for all activities, transactions, and access conducted through or associated with their account, whether authorized or unauthorized. Without limitation, Users shall: (i) comply



at all times with this Agreement and with any applicable security, access, and usage policies communicated by Customer or Devolutions; (ii) implement reasonable and industry-standard security measures to protect their account, including the use of strong and unique passwords and, where available, multi-factor authentication (MFA); (iii) refrain from sharing account credentials, allowing third-party access, or otherwise enabling any unauthorized individual to access the Software Product; and (iv) promptly notify their administrator or Devolutions of any actual or suspected unauthorized access, compromise, loss, disclosure, or misuse of their account or of the Software Product. For greater certainty, Devolutions reserves the right to suspend or disable any User account where unauthorized use, a security risk, or a breach of this Agreement is suspected or detected.

4.4 Customer's Responsibilities. Where applicable, Customer is responsible for managing all User accounts and permissions (including appointing administrators as necessary), configuring the Software Product in accordance with the Documentation and Customer's own business and security requirements, and maintaining the security and integrity of its Systems. Without limitation, Customer shall: (i) implement, enforce, and periodically review appropriate logical access controls, identity-management policies, and authentication measures to ensure that only authorized Users may access the Software Product; (ii) promptly revoke or modify access rights for any User who leaves Customer's organization, changes roles, or otherwise no longer requires access to the Software Product; (iii) apply all relevant updates, patches, security fixes, and supporting software updates within its environment in a timely manner to mitigate known vulnerabilities and maintain a secure operating posture; (iv) follow and enforce secure configuration practices for all Systems, applications, networks, and browsers used to access or interact with the Software Product; (v) promptly notify Devolutions of any suspected or confirmed abuse, unauthorized access or use, identified vulnerabilities, or any actual or suspected security incident, including any breach of confidentiality, integrity, or privacy involving the Software Product; and (vi) cooperate fully and without delay with Devolutions in the investigation, containment, remediation, and recovery of any such security incident, including by providing timely, accurate, and complete information and by implementing recommended mitigation or corrective measures.

4.5 Enforcement and Limitation of Liability. Devolutions shall have no liability for any loss, damage, disruption, or security impact arising from or related to any failure by Customer or its Users to comply with the responsibilities set out in this Section 4. Any such failure may impair Devolutions' ability to provide effective Support Services and may, at Devolutions' sole discretion, result in the suspension, restriction, or termination of access to the Software Product.

5. Intellectual Property and Ownership

5.1 Ownership. The Software Product, including all copies, associated Documentation and Proprietary Materials, are licensed to Customer, not sold. Devolutions retains all right, title, and interest in and to the Software Product, 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, improvements, or Upgrades derived from or based on such Feedback, shall be deemed the sole and exclusive 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 Product 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 the extent applicable, and to enable the use of the Software Product 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 Product. 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 Open-Source Components. The Software Product may include or be distributed with Open-Source Components that are licensed under separate Public Licenses, as disclosed in the Documentation. 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 Product 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 Product and Support 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 Devolutions to perform its obligations under this Agreement.
- 6.2 Support Services – Data Processing. In connection with the provision of the Support 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 sub-processors to assist in the delivery of the Support 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.
- 6.3 Aggregated and Anonymized Data. Devolutions may collect, use, and analyze data derived from Customer's use of the Software Product in aggregated or anonymized form for purposes such as analytics, benchmarking, service optimization, 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, as described at <https://docs.powershelluniversal.com/platform/telemetry>. Telemetry is enabled on an opt-in basis and may be disabled at any time through the Software Product settings. All rights, title, and interest in and to such aggregated or anonymized data shall remain exclusively with Devolutions.



- 6.4 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 Software Product and the Support Services; (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.
- 6.5 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 this Agreement, 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 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, 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 by Customer and its Users and has no obligation to do so.
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. **Limited Warranty**
- 8.1 Limited Warranty for Software Product. Devolutions warrants that, during the applicable Subscription Period, the Software Product will substantially conform in all material respects to the applicable Documentation when used in accordance with this Agreement and such Documentation (the "**Limited Warranty**").



- 8.2 Exclusions. The Limited Warranty does not apply to: (i) Trial Versions, Fallback Versions and the Developer Edition of the Software Product; (ii) Support Services; (iii) any unavailability, defect, or malfunction caused by Customer's own System or any third-party system, hardware, software, datasource, script, container image, 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 Product or Instance in accordance with the Documentation; (viii) use of the Software Product 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 Product is, 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.

- 8.3 Exclusive Remedy. If the Software Product fails 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 8.3 sets forth Customer's sole and exclusive remedy and Devolutions' entire liability for any breach of the Limited Warranty.

- 8.4 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 Product, 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 Product, as delivered to Customer for deployment, does 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).

- 8.5 Open-Source Components. Devolutions (i) complies with all Public Licenses applicable to the Open-Source Components included in or distributed with the Software Product, (ii) has all necessary rights to provide the Software Product 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 Product; or (d) grants to any third party any rights in or access to the proprietary software's source code.

- 8.6 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 PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE," AND DEVOLUTIONS MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR THE ACHIEVEMENT OF ANY PARTICULAR RESULTS.

Without limiting the foregoing, Customer acknowledges and agrees that no representation or warranty is made that the Software Product: (A) will meet any specific Customer requirements or expectations;



(B) is free from defects, errors, or interruptions, or that any defects or errors, if discovered, will be corrected; or (C) is free from viruses, malware, or other harmful or destructive components. Customer further acknowledges that use of the Software Product 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, corruption, or unauthorized access to Customer Data occurring while such data is in transit over any such networks.

9. Limitation of Liability

9.1 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.

9.2 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 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.

9.3 Excluded Claims. The limitation set forth in Section 9.2 shall not apply to: (i) damages arising from a party's fraud, willful misconduct, or gross negligence; (ii) Customer's payment obligations; and (iii) 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.

9.4 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.

9.5 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.

10. Term and Termination

10.1 Term of Agreement. This Agreement becomes effective on the date Customer first purchases a Subscription that is governed by this Agreement and shall remain in effect until the expiration or termination of its Subscription or until Customer permanently ceases to use the Software Product, 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 10.7.

10.2 Term of Subscriptions. Each Subscription shall commence on the effective date set forth in the applicable Order and shall automatically renew for successive Subscription Periods, unless earlier terminated by either party in accordance with the terms of this Agreement. Either party may elect not to renew a Subscription by providing the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Period, unless a different notice period is specified in the applicable Order. Unless otherwise stated in the applicable Order, Fees for any renewal Subscription Period may be adjusted by Devolutions to reflect its then-current pricing, provided that any such adjustment shall apply only upon the commencement of the renewal Subscription Period.



- 10.3 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 Product 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.
- 10.4 Termination for Convenience. Customer may terminate a Subscription for convenience at any time upon thirty (30) days' written notice.
- 10.5 Refunds Upon Termination. If Customer terminates this Agreement or any Subscription for cause in accordance with Section 10.3, 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.
- 10.6 Effect of Termination. Except as expressly provided otherwise herein, 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 Software Product and delete or uninstall any Instance installed on its Systems; and (iii) any unpaid amounts due to Devolutions shall become immediately payable.
- 10.7 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), 8 (Limited Warranty), 9 (Limitation of Liability), 10.6 (Effect of Termination), 10.7 (Survival), 11 (Governing Law and Dispute Resolution), and 12 (General Provisions).
- 11. Governing Law and Dispute Resolution**
- 11.1 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.
- 11.2 Jurisdiction and Venue. Subject to Section 11.3, 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*.
- 11.3 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.



12. General Provisions

- 12.1 **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.
- 12.2 **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 Product, or by another reasonable method to inform Customer that amendments were made to the Agreement. Continued use of the Software Product following renewal of the Subscription 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 Product. Devolutions may also unilaterally update or modify external documents referenced in this Agreement, provided that such modifications do not materially degrade the functionality, performance, or security of the Software Product, nor materially reduce Customer's rights under this Agreement.
- 12.3 **Legacy Agreements and Transition.** For Customers who purchased a valid license or subscription to the Software Product prior to January 1, 2026, Devolutions will honor the legacy terms applicable to Customer's existing license or subscription until the expiration of its then-current subscription period. Customers holding perpetual rights to a Fallback Version under a Legacy Agreement shall retain such perpetual rights; however, such perpetual rights apply solely to the specific Fallback Version originally licensed and do not entitle Customer to receive any further Upgrades or Support Services, unless and until a new Subscription is purchased under this Agreement. Upon acquiring any new Subscription from Devolutions, the terms of this Agreement shall apply in full and shall supersede and replace all prior Legacy Agreements relating to the Customer's use of the Software Product.
- 12.4 **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.
- 12.5 **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.
- 12.6 **Export Administration.** The Software Product 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 Product is 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 Product to any country or territory subject to an embargo imposed by Canada, the United States, or the jurisdiction in which Customer operates.

- 12.7 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 Product for official governmental purposes. Any use of the Software Product 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 Product is a “Commercial Item” as defined in 48 C.F.R. § 2.101 and constitutes “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 Product 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 Product is provided to U.S. Government end users with only those rights customarily provided to non-governmental commercial customers under this Agreement.
- 12.8 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.
- 12.9 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.
- 12.10 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 or contemporaneous understandings, proposals, negotiations, representations, and communications, whether oral or written, relating to such subject matter, except as expressly provided otherwise herein or as 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, 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.
- 12.11 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. *Les parties reconnaissent avoir expressément exigé que la présente convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.*



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 Data Processing Addendum, 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.

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 to as the “**Disclosing Party**” and the party receiving such Confidential Information from the disclosing party is referred to 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 Product or the Support 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 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 articles, security guidelines and recommendations, and any other technical documentation or specifications published or made available by Devolutions in respect of the Software Product, as amended or updated from time to time.

Fallback Version means a version of the Software Product made available to the Customer for continued use upon or following the expiration of a paid license or subscription governed by a Legacy Agreement, in accordance with the terms and conditions that applied at the time the relevant license or subscription was purchased or most recently renewed. A Fallback Version is limited to the specific version of the Software Product expressly designated as eligible for fallback use under the applicable Legacy Agreement and does not include any Upgrades issued or made available after the expiration of the Customer’s paid license or subscription.

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

Fees means all amounts payable by Customer to Devolutions in connection with a purchased Subscription, as specified in the applicable Order or as otherwise agreed in writing between the parties.

Instance means a single running copy of the Software Product, regardless of the Systems on which it is deployed or made available.

Legacy Agreement means any valid license agreement, subscription agreement, or other contractual arrangement pursuant to which Customer acquired rights to use a version of the Software Product prior to January 1, 2026, including any terms and conditions governing such rights at the time of purchase or most recent renewal. A Legacy Agreement covers only the specific rights expressly granted under such prior arrangement and does not include any entitlement to



new versions, Upgrades, Support Services, or other benefits unless explicitly provided therein. For greater clarity, any license or subscription purchased prior to January 1, 2026 but renewed on or after that date shall be governed by this Agreement, which replaces and supersedes the applicable Legacy Agreement for all purposes.

Open-Source Components means any open-source software included with, or incorporated into, the 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 the transaction record (such as an online checkout confirmation, invoice, or email receipt) generated via Devolutions' authorized merchant of record or through an approved Reseller, which specifies the applicable Software Product license, Subscription Period and Fees. 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.

Proprietary Materials means, collectively, all components, derivative works, and Upgrades of the Software Product, 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 Product. This definition also includes the presentation, arrangement, coordination, enhancement, and selection of any of the foregoing within the Software Product, 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 Product.

Subscription means the license rights purchased by Customer, as set out in an applicable Order, to install and operate the Software Product 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 Customer is entitled to access and use the Software Product and to receive any applicable Support Services and Upgrades, subject to the terms of this Agreement.

Support Services means any customer support or technical assistance that Devolutions may make available to Customer in connection with the Software Product, as described in this Agreement and subject to its terms.

System means any supported computing environment, including any physical server, virtual machine, container or other electronic or cloud-based environment on which the Software Product is installed, hosted, or operated, or from which it is accessed or used.

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 Product.

Third-Party Platforms means any external platforms, systems, or services not operated or controlled by Devolutions that the Software Product 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.



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 any other change or update to the Software Product.

User means an individual designated and duly authorized by Customer to access or use the 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, without limitation, Customer's employees, contractors, consultants, vendors, and agents.