



## LICENSE AGREEMENT

### Remote Desktop Manager / Password Vault Manager

---

This License Agreement governs the use of **Remote Desktop Manager** and **Password Vault Manager**.

**IMPORTANT LEGAL NOTICE TO ALL USERS:** CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT BEFORE YOU DOWNLOAD OR START USING THE SOFTWARE. THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE.

BY INSTALLING OR USING THE SOFTWARE FOR THE PURPOSES PERMITTED HEREIN, YOU CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. SUCH ACTION IS A CONFIRMATION OF YOUR CONSENT TO BE BOUND BY, AND TO BECOME A PARTY TO, THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU; IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHALL REFRAIN FROM INSTALLING OR USING THE SOFTWARE. YOU CONFIRM AND ACKNOWLEDGE THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO READ THE AGREEMENT BEFORE INSTALLING OR USING THE SOFTWARE. A COPY OF THIS AGREEMENT IS MADE AVAILABLE AND MAY BE DOWNLOADED FROM DEVLUTIONS' WEBSITE.

This Agreement is entered into between You and Devolutions and establishes the terms and conditions under which we agree to grant You and the Users a license to install and use the Software. The individual purchasing a license for and on behalf of an Organization is deemed to represent and warrant that he/she is an authorized representative of such Organization with the authority to bind it for the purposes herein.

#### **Table of Content**

1. [Definitions](#)
2. [Grant of License](#)
3. [License Restrictions](#)
4. [Payment and Renewal](#)
5. [Updates and Customer Support](#)
6. [License Keys and Security](#)
7. [License Transfer](#)
8. [Title, Retention of Rights and Intellectual Property](#)
9. [Open Source Software](#)
10. [Verification](#)
11. [Authorization to Devolutions](#)
12. [Representations and Indemnification](#)
13. [Limited Warranty](#)
14. [Limitations of Liability](#)
15. [Term and Termination](#)
16. [Amendments](#)
17. [General Provisions](#)

Schedule A: [Open Source Software](#)

#### **1. Definitions**

The following terms shall have the following meanings:



**Addendums:** means the Support Level Addendum and any other addendum that may be issued by Devolutions from time to time in respect of the Software.

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

**Agreement:** means this License Agreement, as same may be amended, modified, restated or supplemented from time to time, together with its schedules, the Addendums, Your Purchase Order and the Documentation.

**Computer:** means any computer hardware or electronic device on which the Software is installed, accessed or used by a User, including without limitation personal computers, laptops, electronic tablets, personal digital assistants, smart phones, mobile phones, hand-held devices, computer servers and networks.

**Devolutions ("we", "us", "our"):** refers to Devolutions inc.

**Documentation:** means the user manuals, guides, policies and other technical documentation and specifications published or developed by Devolutions in respect of the Software (including any amendments, addendums or supplements thereto and any new versions thereof) and which are made available on Devolutions' website at <https://remotedesktopmanager.com/Home/Download> and <https://help.remotedesktopmanager.com> (for Remote Desktop Manager) or at <https://password.devolutions.net/home/downloadenterprise> and <https://helppvm.devolutions.net/> (for Password Vault Manager).

**Feedback:** means any suggestion, recommendation, feedback or idea related to the Software which is communicated to us by You or a User.

**Improvement:** means any enhancement, improvement, upgrade, translation, feature, add-on, tool or functionality that is incorporated into the Software or the Documentation.

**License:** has the meaning given to such term in Section 2(a) of this Agreement.

**Limited Warranty:** has the meaning given to such term in Section 13(a) of this Agreement.

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

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

**Personal Data:** means any information relating to an identified or identifiable natural person, i.e. a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**Public Licenses:** means the public licenses granting the right to use, reproduce and distribute the Open Source Software in conjunction with the Software, as set forth in Schedule A.

**Purchase Order:** means our generated ordering document or online order approved by You with respect to Your purchase of a License, including any related invoice or addenda issued by us, which may detail, among other things, the edition of the Software licensed and the maintenance and support plan selected.



**Software:** refers to Remote Desktop Manager, Remote Desktop Manager Agent and/or Password Vault Manager, as applicable, in object code form, including their Updates and Improvements. Unless indicated otherwise herein, the term “Software” refers indistinctively to any of its editions (Enterprise or Free).

**Support Level Addendum:** refers to Devolutions’ Support Level Addendum (as amended, replaced or supplemented from time to time) accessible at <https://devolutions.net/legal>, which Addendum forms an integral part of this Agreement.

**Updates:** means any new version of the Software and any updates, upgrades, improvements, patches, revisions, supplements, modifications, enhancements, maintenance or fixes developed and incorporated into the Software by Devolutions from time to time.

**Update Period:** has the meaning given to such term in Section 5(a) of this Agreement.

**User:** means an individual authorized by You to install, access and use the Software pursuant to and in accordance with the License.

**Works and Content:** means collectively the Software, its Updates, the Documentation, all Improvements thereto and all derivative works therefrom (whether originating from or developed by Devolutions, You or any User), and all configurations, features, functionalities, interfaces, content, graphics, button icons, logos, marks, scripts, artworks, pictures, computer codes, designs, applications, data, texts or files integrated into the Software, as well as any presentation, arrangement, coordination, enhancement and selection thereof within the Software, but excludes any Open Source Software.

**You / Your:** means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of an Organization, the Organization for which this Agreement is accepted and which has entered into a Purchase Order, but excludes, for greater clarity, any of such Organization’s Affiliates.

## 2. Grant of License

- (a) General License. Subject to the terms and conditions set forth in this Agreement (including the payment of applicable License fees and compliance with the License restrictions set forth in Section 3 below), Devolutions hereby grants You a perpetual, non-exclusive, non-sublicensable and non-transferable license (the “**License**”) allowing Your Users: (i) to install, reproduce and use the Software for Your internal business purposes; (ii) to download, save, print, copy and use the Documentation solely as a support to the use of the Software; and (iii) to make a copy of the Software for archival, emergency back-up or recovery purposes only. You acknowledge that the Software is licensed and not sold, and that You receive no title to, or ownership of, the Software itself.
- (b) Specific License Terms – Limitations on Number of Users (Enterprise Edition). The number of Users authorized to install and use the Software (Enterprise Edition) will vary according to the type of License purchased, as indicated below:
  - i) *Single User License:* each Single User License allows one designated User to install and use the Software on an unlimited number of Computers.
  - ii) *Site License:* a Site License allows an unlimited number of Users primarily located, based or detached at a single physical site or office of Your Organization (or business unit) to install and use the Software on an unlimited number of Computers located at or remotely linked to such site or office.
  - iii) *Country License:* a Country License allows an unlimited number of Users primarily located, based or detached at multiple physical sites or offices of Your Organization (or business unit) in a single country to install and use the Software on an unlimited number of Computers located at or remotely linked to such sites or offices.



iv) *Global License*: a Global License allows an unlimited number of Users located, based or detached at multiple physical sites or offices of Your Organization (or business unit) worldwide to install and use the Software on an unlimited number of Computers.

Devolutions reserves its right to limit a Site License, Country License or Global License to a specific business unit (or a certain number of business units) of an Organization, depending on its needs, size and structure.

- (c) Specific License Terms – Free Edition (Remote Desktop Manager). The Free Edition of Remote Desktop Manager does not include all the features and does not support or integrate all the technologies offered in the Enterprise Edition. Features and technologies offered and supported in each edition may be found and compared at <https://remotedesktopmanager.com/compare>.
- (d) Specific License Terms – Trial Version (Remote Desktop Manager). The License to install and use the trial version of the Remote Desktop Manager is limited to trial and evaluation purposes only. The trial version License expires automatically after a period of 30 days and does not entitle You to any Updates during the trial period. You hereby waive the exercise of any right, claim, recourse or remedy against Devolutions in connection with the installation or use of the trial version of the Software. If You don't agree with the terms of use of the trial version, You shall refrain from installing or using it.
- (e) Specific License Terms – Beta Version (Remote Desktop Manager). A Beta version of Remote Desktop Manager may be made available for testing purposes and to identify potential errors and bugs that may affect upcoming Updates. A Beta version may therefore contain unknown or unpredictable errors and bugs which may impair the ability to use the Software or some of its features until such error or bug is corrected. Devolutions does not guarantee that an error or a bug identified or reported in a Beta version will be corrected within a specific time or at all. You hereby waive the exercise of any right, claim, recourse or remedy against Devolutions in connection with the installation or use of a Beta version. If You don't agree with these terms of use, You shall refrain from downloading, installing or using any Beta version of the Software.

### 3. License Restrictions

The License granted to You is subject to the restrictions set forth below. You agree not to (and You shall not permit any User or third party to):

- (i) allow the use of the Software or access thereto by a number of Users that exceeds the limit of Users allowed under the License;
- (ii) reverse engineer, disassemble, compile or decompile the object code of the Software, or otherwise attempt to derive, reconstruct or discover the source code of the Software or any underlying algorithms, file formats, programming or interfaces of the Software, by any means whatsoever;
- (iii) use an unauthorized or self-modified version of the Software;
- (iv) use the Software for the purpose of developing commercially competitive products or services;
- (v) engage in any conduct that may disrupt or impede the use of the Software by a third-party;
- (vi) publicly disclose or display, distribute, share, rent, lease, sublicense, assign, sell, transfer, exploit or make publicly available the Software, except as authorized herein;
- (vii) modify, translate, alter or improve the Software or the Documentation, incorporate or combine the Software into/with other software, or create derivative works from the Software;



(viii) use the Software in any way that is contrary to, or in violation of, applicable laws, including without limitation any laws or regulations relating to intellectual property, privacy and protection of Personal Data.

You shall ensure that each copy of the Software and Documentation always contains all trademarks, copyright and proprietary identification marks and notices as they appear in any original version, it being understood that any such copies shall remain subject to the terms of the License and of this Agreement.

You are responsible for ensuring that Your Users always comply with the License and the provisions of this Agreement when accessing or using the Software and the Documentation. You remain responsible towards Devolutions for all actions and omissions committed by Your Users in violation of this Agreement and You shall defend and hold Devolutions harmless from any claim or damage incurred in connection with any such actions and omissions.

#### 4. Payment

- (a) Payment. The grant of the License is conditional upon Your payment of the License fees specified on the Purchase Order within the applicable payment period. Devolutions reserves its right to suspend or cancel Your License if payment is overdue. Except as expressly provided herein, License fees are non-refundable. If You pay with a credit card through our website, You authorize our third-party processor to charge such credit card for the total amount indicated on the Purchase Order. You are responsible for providing us with complete and accurate billing and contact information and to notify us of any changes.
- (b) Taxes. The fees indicated on our website do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales or withholding taxes, assessable by any jurisdiction whatsoever. Applicable taxes will be added to your License fees and You are responsible for paying them as indicated on Your Purchase Order.

#### 5. Updates and Customer Support

- (a) Updates. Updates may be installed without additional fees during the period of the Software upgrade and maintenance plan selected with the purchase of a License (the "**Update Period**"). Such Update Period may be renewed or extended upon payment of applicable upgrade and maintenance fees. Updates to the Free Edition may be installed at any time without additional cost. You acknowledge that the failure to install an Update may impair or limit the use of certain features of the Software or limit our ability to properly address Your technical support requests.
- (b) Customer Support. The applicable level of support will vary depending on the edition of the Software installed and the customer support plan selected or purchased with the purchase of a License. Please refer to the terms of the Support Level Addendum for further details, which terms are incorporated into this Agreement by this reference.

#### 6. License Keys and Security

It is Your responsibility to maintain the security and confidentiality of the License keys issued to You. We are not under any obligation to verify the actual identity or authority of any person using a License key or seeking to communicate with us on Your behalf, but we may, at our sole discretion, require proof of the identity of any such person. You agree to notify us immediately of any unauthorized use of Your License keys. Devolutions will not be liable for any losses caused by such unauthorized access. All License keys issued to You remain the property of Devolutions and may be cancelled or suspended at any time without any notice or liability in case of any default by You or a User to comply with this Agreement.



## 7. License Transfer

You may not transfer, assign or sublicense the License or any of Your rights or obligations under this Agreement without the prior written consent of Devolutions. Notwithstanding the foregoing, You may transfer Your License without our prior written consent in the case of a transfer of all or substantially all of Your business and assets, subject to the following conditions: (i) the transfer must be made in favor of the transferee of Your business and assets; and (ii) the transferee must agree in writing to be bound by the terms of this Agreement. Devolutions has the right to assign at any time its proprietary rights, title and interests into the Software, the License, or its rights and obligations under this Agreement and is entitled to perform all or any part of its obligations hereunder through one or more of its third party consultants or subcontractors.

## 8. Title, Retention of Rights and Intellectual Property

You acknowledge that the Works and Content, including any and all intellectual property rights therein, are and shall remain the exclusive property of Devolutions and its successors and assigns, and that You do not have any right, title or interest into the Works and Content other than the license rights expressly granted herein. Devolutions reserves all rights not expressly granted to You in this Agreement. Without limiting the generality of the foregoing, You (for Yourself and on behalf of Your Users) hereby grant Devolutions a perpetual, irrevocable, worldwide, royalty-free, sublicensable and transferable license to use and exploit in any and every way any Feedback communicated to Devolutions, without compensation, any reporting obligation or any other restriction. To the greatest extent permitted by applicable law, You (for Yourself and on behalf of Your Users) hereby forever waive and agree never to assert any and all moral rights You or Your Users may have in or with respect to any Feedback, as the case may be. To the extent Devolutions uses a Feedback to create or develop an Improvement, any such Improvement (including all intellectual property rights therein) shall be the sole and exclusive property of Devolutions. You further agree that the Works and Content are protected by copyright, trademark, patent and other intellectual property laws and that any misappropriation or violation of Devolutions' intellectual property rights will entitle Devolutions to claim damages and be indemnified pursuant to those laws.

## 9. Open Source Software

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

## 10. Verification

Upon our written request, You will confirm to us in writing that the Software is being used in conformity with this Agreement and confirm the number and location of Users using or having access to the Software. We may, at our expense, during regular business hours and upon a prior notice of at least 72 hours, audit Your use of the Software without unreasonably interfering with Your activities or operations. You will cooperate with the audit, including by giving access to any computers, records or other information that relate or may relate to the use of the Software. If we discover unauthorized use, reproduction, distribution or other exploitation of the Software, You will pay the reasonable costs incurred by us for conducting the audit to the extent the value of the License fees that would have applied to such unauthorized uses exceed 10% of the License fees actually paid by You, in addition to such other rights and remedies as we may have. Without limiting the foregoing, if we discover unauthorized use, distribution or reproduction of the Software, we may, at our sole option, direct You to cease any unauthorized use or require payment of applicable License fees. In either case, You will also pay: (i) the license, customer support and maintenance fees that would have applied to such unauthorized use for the period during which it occurred; and (ii) an interest at the rate of 1% per month



(12% annually), calculated and compounded monthly from the date any payment would have been due until the date such payment is completely and irrevocably made.

#### 11. Authorization to Devolutions

You hereby consent and authorize Devolutions to display on its website Your tradename, trademark and/or logo for the sole purpose of disclosing the fact that You are using the Software. You also expressly authorize Devolutions to use Your logo displayed on Devolutions' website as an external link to Your website. You may cancel and revoke these authorizations at any time by sending an email request at [infos@devolutions.net](mailto:infos@devolutions.net). Devolutions will make all reasonable efforts to remove Your tradename, trademark and/or logo and any external link to Your website within a reasonable time following the receipt of Your withdrawal request.

#### 12. Representations and indemnification

- (a) Mutual Representations. Each party represents and warrants to the other that it has the power, capacity and authority to enter into this Agreement and to perform its obligations hereunder and that it has validly entered into this Agreement.
- (b) Specific Representation. You covenant and warrant that You (and Your Users) will use the Software in compliance with all applicable laws and regulations, including but not limited to laws relating to privacy and the protection of Personal Data.
- (c) Indemnification by Us. Subject to the limitations of liability provided in Section 14 ("Limitations of Liability"), we will indemnify You from any damages, attorney fees and costs finally awarded against You by a court of competent jurisdiction as a result of, or for amounts paid by You under a settlement approved by us in writing of, a claim, demand, suit or proceeding made or brought against You by a third party alleging that the Software infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), provided You (a) promptly give us written notice of the Claim Against You, (b) give us sole control of the defense and settlement of the Claim Against You (except that we may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give us all reasonable assistance, at our expense. Without limiting the foregoing, if we receive information about an infringement or misappropriation claim related to the Software, we may in our discretion and at no cost to You (i) modify the Software so that it is no longer claimed to infringe or misappropriate, without affecting our Limited Warranty, (ii) obtain a license for Your continued use of the Software in accordance with this Agreement, or (iii) terminate the License and this Agreement and refund the prepaid fees applicable to the remaining of Your Update Period, as applicable (on a pro rata basis). The above indemnification obligations do not apply if (1) the allegation does not state with specificity that our Software is the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of our Software with software, hardware, data, or processes not provided by us, if our Software or use thereof would not infringe without such combination; or (3) a Claim Against You arises from Your use of the Software in violation of this Agreement, the Documentation, applicable Addendums or applicable laws. The foregoing remedies are Devolutions' sole and exclusive liability and Your sole and exclusive remedies for any potential or actual intellectual property infringement by the Software.
- (d) Indemnification by You. You will indemnify and defend Devolutions and its officers, directors, shareholders, employees, agents, representatives and Affiliates from all alleged or proven losses, expenses, liabilities, damages, costs (including, without limitation, legal costs and reasonable attorneys' fees) and third party claims, suits or proceedings arising out of or related to (i) Your breach of any representations, warranties or other obligations set forth in this Agreement, (ii) the use of the Software by You or Your Users other than in accordance with this Agreement or the Documentation, (iii) any negligent act or omission committed by You or Your Users while using the Software, or (iv) any use of the Software by You or Your Users in violation of any third-party right, including without limitation any privacy right or intellectual property rights, or of any applicable law, rule or regulation.



### 13. Limited Warranty

- (a) Limited Warranty. Except as provided below, Devolutions warrants that the Software will perform materially in accordance with the specifications, features and operations described in the Documentation for the term of Your Update Period (the “**Limited Warranty**”).
- (b) Exclusions. The Limited Warranty does not apply to the trial version and the Beta version of the Software. Further, the Limited Warranty does not apply (and You hereby waive any related right or claim against Devolutions) in connection with any of the following situations: (i) Computers deficiencies; (ii) malfunctions, defects, or failures resulting from misuse, abuse, accident, neglect, improper installation, operation or maintenance, theft, vandalism, acts of God, acts of terrorism, power failures or surges, battery failures, internet or wi-fi failures or insufficient internet or wi-fi network, non-permitted alterations, modifications or repairs; (iii) any acts or omissions by You, Users or third parties, including hacking or other wrongful, malicious or illegal acts, or any other causes beyond Devolutions’ reasonable control; (iv) any defect not made known to Devolutions within Your Limited Warranty period; (v) malfunction caused by defective hardware or other software components installed on Your Computers; (vi) the Software is not installed, updated or used in accordance with the Documentation, this Agreement or any recommendation issued by Devolutions; or (vii) any use of the Software with incompatible or non-supported technologies, hardware or software. Without limiting the foregoing, Devolutions does not represent or warrant that the Software is or will be compatible with all technologies, platforms, software environments or devices (other than those specifically mentioned in the Documentation), and subject to the Limited Warranty above, You acknowledge and agree that Devolutions may at any time cease or suspend the support or integration of a specific technology, tool, protocol, software or application through or by the Software without liability to You, to the extent it is legally required to do so or if the technology, tool or protocol is outdated or no longer available or used. Minor discrepancies in the Documentation shall not be treated as errors in the Software.
- (c) Remedies. Devolutions’ sole liability and Your sole and exclusive remedies for a breach of the Limited Warranty shall be, at Devolutions’ exclusive option, to either (i) use reasonable commercial efforts to make such corrections, additions, modifications or adjustments to the Software as may be necessary to ensure that it will perform in accordance with the specifications, features and operations described in the Documentation; (ii) replace the Software with a compliant software of substantially similar functionality; or (iii) terminate the License and this Agreement and refund the prepaid fees applicable to the remaining of the Update period, as applicable (on a pro rata basis, based on the date on which You reported the warranty breach to Devolutions). Devolutions does not guarantee that all reported errors or defects will be corrected within a specific time period or at all.
- (d) Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SPECIFIED ABOVE, THE SOFTWARE IS PROVIDED “AS IS” AND DEVOLUTIONS EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED (WHETHER ARISING BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, WARRANTY OF TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS (INCLUDING INTELLECTUAL PROPERTY RIGHTS), IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. YOU ASSUME THE ENTIRE RISK AND RESPONSIBILITY AS TO PERFORMANCE AND FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS AND OBJECTIVES (INCLUDING ANTICIPATED PROFITS OR SAVINGS DERIVED FROM THE USE OF THE SOFTWARE), WHETHER OR NOT DISCLOSED TO DEVOLUTIONS. WITHOUT LIMITING THE FOREGOING PROVISIONS, DEVOLUTIONS MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES. DEVOLUTIONS PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD-PARTY COMPONENTS INCORPORATED INTO OR INTERACTING WITH THE SOFTWARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DEVOLUTIONS HAS NO OBLIGATION TO DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE FOREGOING WARRANTY DISCLAIMERS ARE IN ADDITION TO, AND NOT IN REPLACEMENT OF,



ANY OTHER WARRANTY DISCLAIMER APPLYING TO OPEN SOURCE SOFTWARE AS PROVIDED IN APPLICABLE PUBLIC LICENSES, WHICH DISCLAIMERS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE AND ARE DEEMED TO APPLY TO YOU AND EACH USER FOR THE BENEFIT OF DEVOLUTIONS AND ALL OPEN SOURCE SOFTWARE CONTRIBUTORS (AS APPLICABLE).

#### 14. Limitation of Liability

- (a) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DEVOLUTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SOFTWARE EXCEED THE FEES PAID BY YOU FOR THE UPDATE PERIOD DURING WHICH THE EVENT LEADING TO SUCH LIABILITY OCCURRED. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 14(a) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE LICENSE FEES PAID, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION OR STRICT LIABILITY) OR BREACH OF STATUTORY DUTY, BUT WILL NOT LIMIT YOUR PAYMENT OBLIGATIONS PURSUANT TO THIS AGREEMENT. IN THE EVENT THAT ANY DISCLAIMER, EXCLUSION OR LIMITATION IN THIS AGREEMENT CANNOT BE EXCLUDED OR LIMITED ACCORDING TO APPLICABLE LAW, THEN ONLY SUCH DISCLAIMER, EXCLUSION OR LIMITATION SHALL NOT APPLY AND ALL THE REMAINING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS PROVIDED HEREIN SHALL REMAIN VALID AND ENFORCEABLE. WITHOUT LIMITING THE FOREGOING, DEVOLUTIONS SHALL NOT BE LIABLE IN RESPECT OF ANY DAMAGE CAUSED BY YOUR FAILURE TO PERFORM REGULAR BACKUPS OF YOUR DATA, TO TEST SUCH BACKUPS ON A REGULAR BASIS AND TO IMPLEMENT EFFICIENT SECURITY PRACTICES AND PROCEDURES FOR YOUR COMPUTERS.
- (b) Exclusion of Indirect and Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEVOLUTIONS BE LIABLE TO YOU OR ANY USER FOR (i) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, (ii) DAMAGES FOR OR RELATED TO BUSINESS INTERRUPTION OR LOSS OF INCOME, GOODWILL OR PROFITS, (iii) DAMAGES RELATED TO PRIVACY OR SECURITY BREACHES OR LOSS OR CORRUPTION OF DATA, FILES OR COMPUTER PROGRAMS, WHETHER ARISING OUT, IN EACH CASE, OF THE USE OF OR THE INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR THE FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR ANY BREACH OF CONTRACT, ANY TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION OR STRICT LIABILITY), ANY BREACH OF STATUTORY DUTY, OR ANY BREACH OF WARRANTY, EVEN IF DEVOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 15. Term and Termination

- (a) Term of the Agreement. This Agreement commences on the date that You first accept it or on which the Software is installed on Your or Your User's Computer, whichever comes first, and continues until You and Your Users cease to use the Software or until Your License or this Agreement is terminated, as applicable.
- (b) Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- (c) Refund upon Termination. If this Agreement is terminated by You in accordance with Section 15(b) ("Termination"), we will refund You any prepaid fees covering the remainder of Your Update Period (as applicable) after the effective date of termination. If this Agreement is terminated by us in accordance with the same Section 15(b), fees already paid in respect of your current Update Period will not be refundable.

- (d) Effect of Termination. Upon termination of this Agreement, for any cause, the License will automatically terminate and You will immediately discontinue the use of the Software and destroy all copies thereof in Your possession or control. Upon written request by Devolutions, You will deliver a certificate executed by an authorized officer stating that You have complied with all Your obligations provided in this Subsection.
- (e) Surviving Provision. Sections 3 (“License Restrictions”), 8 (“Title, Retention of Rights and Intellectual Property”), 9 (“Open Source Software”), 12 (“Representations and Indemnification”), 13 (“Limited Warranty”), 14 (“Limitations of Liability”), 15 (“Term and Termination”) and 17 (“General Provisions”) shall survive the termination of this Agreement, in addition to any other provision of this Agreement that must necessarily survive to fulfill its essential purpose and to give full effect to the parties’ intents expressed herein.

## 16. Amendments

Devolutions reserves the right to amend or update the Agreement from time to time by posting an amended version thereof on its website with a notice informing that modifications have been made. The Agreement as then amended will apply automatically to You upon the renewal of Your Update Period or Your installation of an Update, or Your purchase or acquisition of a new License after the amendment date indicated on the amended version of this Agreement. The Agreement may not be amended in any other way except through a written agreement executed by an authorized representative of both parties.

## 17. Miscellaneous

- (a) Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec, Canada, without reference to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.
- (b) Dispute Resolution – MANDATORY ARBITRATION CLAUSE. In the event Devolutions has not been able to resolve a dispute with You after attempting to do so informally, the parties shall mandatorily resolve any claim, dispute, or controversy (excluding any claims for injunctive relief) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof, under the exclusive auspices of arbitration by the Canadian Commercial Arbitration Centre, by means of arbitration and to the exclusion of courts of law, in accordance with its General Commercial Arbitration Rules then in force. Such arbitration shall be held in front of a sole arbitrator in Montreal, Province of Quebec, in the English language. The decision of the arbitrator shall be final, binding and non-appealable. Each party will share equally the costs of arbitration (other than the costs and fees of their respective attorneys). Notwithstanding the foregoing, nothing herein shall be deemed as preventing a party from seeking injunctive relief or provisional or ancillary remedies from the courts as necessary to protect any of its proprietary interests, including to prevent the actual or threatened infringement, misappropriation or violation of its intellectual property rights, and the parties agree to submit exclusively to the courts having jurisdiction within the judicial district of Montreal, Province of Quebec, for any such proceedings. Each party hereby waives all defenses of lack of personal jurisdiction and *forum nonconveniens* in connection with any action brought in the foregoing courts.
- (c) Personal Data. Except as described in Devolutions’ Privacy Policy available at <https://devolutions.net/legal>, the relevant provisions of which are hereby incorporated and made part of this Agreement by reference, Devolutions does not collect, use or otherwise process Your Personal Data or the Personal Data of Users through or in connection with Your use of the Software or access thereto. To the extent You use the Software to collect, use or process Personal Data, You shall remain solely responsible to take all appropriate measures and safeguards to comply with applicable laws relating to privacy and the protection of Personal Data in general.
- (d) Severability. If any provision of this Agreement is declared unlawful, void or unenforceable by a court having competent jurisdiction, then that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties and the remainder of this Agreement shall continue to be in full force and effect.



- (e) Export Administration. The Software may be subject to export laws and regulations of Canada, the United States and other jurisdictions, including those of Your originating country. You agree to comply fully with such export laws and regulations to ensure that the Software is not: (i) used or exported, directly or indirectly, in violation thereof; or (ii) used or intended to be used for any purposes prohibited by such laws and regulations, including without limitation nuclear, chemical, or biological weapons proliferation. Without limiting the generality of the foregoing, You represent that You are not named on any Canadian or U.S. government denied-party list, and that You will not permit any third party to access, use or export the Software in a country subject to an embargo from Canada, the United States or Your originating country.
- (f) Force Majeure. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than payment obligations) by reason of any event of force majeure or any other unforeseeable cause which is beyond the reasonable control of such party.
- (g) Failure to Exercise Rights. The failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement. In order to be valid, a waiver must be given explicitly in writing by an authorized representative of the party accepting to waive its right.
- (h) Election of Remedies. All rights and remedies, whether evidenced hereby or by law shall be cumulative and may be exercised singularly or concurrently unless otherwise stated herein. Failure of either party to enforce any provision hereof shall not prevent enforcement on any other occasion.
- (i) Successors and Assigns. This Agreement will enure to the benefit of and be binding upon each of the parties and their respective successors and permitted assigns.
- (j) Entire Agreement. Each party has read this Agreement, has had the opportunity to obtain independent legal advice, agrees to be bound by it, and agrees that it constitutes the entire agreement between the parties with respect to the use of the Software and the other subject matters covered herein, superseding all proposals, negotiations, and communications, oral or written, between the parties with respect to the subject matters hereof, unless otherwise expressly agreed in writing. Any terms or conditions appearing on any purchase order, acknowledgment, invoice or confirmation (including any document or agreement entered into with a reseller from which You obtained the Software) that are different from or inconsistent with those set forth in this Agreement shall not be binding on the parties, even if signed and returned, unless it is expressly stated that such other terms and conditions take precedence over conflicting terms of this Agreement.
- (k) Language. The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que cette Convention et tous les documents qui s'y rapportent soient rédigés en anglais.*



## SCHEDULE A

### List of Open Source Software – Remote Desktop Manager

---

The following is a list of the Open Source Software used by, embedded in, and distributed in conjunction with, Remote Desktop Manager as of December 17, 2018, with links to access the applicable source code files and Public Licenses. This list may be amended or supplemented from time to time. Please consult the “About” tab in the Software for the updated list. In case of discrepancies between the list below and the list provided in the Software under the “About” tab, the latter shall prevail.

<b>Name:</b>	Amazon Web Services SDK
<b>Version:</b>	1.5
<b>License:</b>	Apache License v2.0
<b>Download:</b>	<a href="http://aws.amazon.com/sdkfornet">http://aws.amazon.com/sdkfornet</a>
<b>Source:</b>	<a href="https://github.com/aws/aws-sdk-net">https://github.com/aws/aws-sdk-net</a>

<b>Name:</b>	Base 32
<b>Version:</b>	1.1.0.2
<b>License:</b>	MIT License
<b>Download:</b>	<a href="https://bitbucket.org/devinmartin/base32/">https://bitbucket.org/devinmartin/base32/</a>
<b>Source:</b>	<a href="https://bitbucket.org/devinmartin/base32/">https://bitbucket.org/devinmartin/base32/</a>

<b>Name:</b>	Bouncy Castle Crypto
<b>Version:</b>	1.7
<b>License:</b>	MIT/X11 License
<b>Download:</b>	<a href="https://www.bouncycastle.org/">https://www.bouncycastle.org/</a>
<b>Source:</b>	<a href="https://github.com/bcgit/bc-csharp">https://github.com/bcgit/bc-csharp</a>

<b>Name:</b>	Box.V2
<b>Version:</b>	3.4.2
<b>License:</b>	Apache License v2.0
<b>Download:</b>	<a href="https://developer.box.com/">https://developer.box.com/</a>
<b>Source:</b>	<a href="https://github.com/box/box-windows-sdk-v2/blob/master/LICENSE">https://github.com/box/box-windows-sdk-v2/blob/master/LICENSE</a>

<b>Name:</b>	Chaos NaCl
<b>Version:</b>	0.1
<b>License:</b>	MIT License
<b>Download:</b>	<a href="https://github.com/CodesInChaos/Chaos.NaCl">https://github.com/CodesInChaos/Chaos.NaCl</a>
<b>Source:</b>	<a href="https://github.com/CodesInChaos/Chaos.NaCl">https://github.com/CodesInChaos/Chaos.NaCl</a>



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

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

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

<b>Name:</b>	EasyHook
<b>Version:</b>	2.7
<b>License:</b>	MIT License
<b>Download:</b>	<a href="https://easyhook.github.io/">https://easyhook.github.io/</a>
<b>Source:</b>	<a href="https://github.com/mickford/zxcvbn-cs">https://github.com/mickford/zxcvbn-cs</a>

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

<b>Name:</b>	JSON.Net
<b>Version:</b>	5.0
<b>License:</b>	MIT License
<b>Download:</b>	<a href="http://www.newtonsoft.com/json">http://www.newtonsoft.com/json</a>
<b>Source:</b>	<a href="https://github.com/JamesNK/Newtonsoft.Json">https://github.com/JamesNK/Newtonsoft.Json</a>

<b>Name:</b>	LibSodium
<b>Version:</b>	
<b>License:</b>	ISC License
<b>Download:</b>	<a href="https://libsodium.org">https://libsodium.org</a>
<b>Source:</b>	<a href="https://github.com/jedisct1/libsodium">https://github.com/jedisct1/libsodium</a>



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

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

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

<b>Name:</b>	OpenMCDF
<b>Version:</b>	2.0
<b>License:</b>	Mozilla Public License 2.0 (MPL 2.0)
<b>Download:</b>	<a href="http://openmcdm.sourceforge.net/">http://openmcdm.sourceforge.net/</a>
<b>Source:</b>	<a href="http://sourceforge.net/projects/openmcdm/">http://sourceforge.net/projects/openmcdm/</a>

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

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

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



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

<b>Name:</b>	XML-RPC.NET
<b>Version:</b>	2.1
<b>License:</b>	MIT X11 License
<b>Download:</b>	<a href="http://xml-rpc.net/">http://xml-rpc.net/</a>
<b>Source:</b>	<a href="http://code.google.com/p/xmlrpcnet/source/checkout">http://code.google.com/p/xmlrpcnet/source/checkout</a>