NOT FOR RESALE LICENSE AND SUBSCRIPTION AGREEMENT

DEVOLUTIONS STARTER PACK

This Not For Resale License Agreement (the "**Agreement**") is entered into between Devolutions Inc. ("**Devolutions**") and the Organization (the "**Partner**") regarding Partner's access to, and use of, Devolutions' Software Products for the purposes authorized herein.

Devolutions and Partner mutually agree that following the execution of this Agreement, Devolutions will allow Partner to access, copy and use the Software Products to create, configure, test and/or demonstrate interoperability between its products and the Software (in the case of a Technology Partner), or for internal demonstration, testing or evaluation purposes (in the case of a Business Partner). Both parties shall abide by the terms and conditions contained herein.

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

1. Rights of Access and Use

1.1. Free Subscription. Subject to Partner's continued compliance with the terms of this Agreement, Devolutions hereby grants Partner a royalty-free, non-exclusive, revocable, non-sublicensable, non-transferable, limited license to install and use the Self-Hosted Software on its System and the right to access and use the Cloud Service for the earlier of (i) the end of the Free Subscription Period, or (ii) the expiration of the applicable Ancillary Agreement. Partner's rights under this Section are limited to the specific Self-Hosted Software or Cloud Services, modules, features, number of Users, and other usage parameters defined in the Software Package:

(i) In the case of a Technology Partner, for the sole purposes of creating, configuring, testing, evaluating and/or demonstrating interoperability between Partner's products and the Software Products or for other authorized development purposes; or

(ii) In the case of a Business Partner, for internal evaluation purposes and/or to provide technical and customer support services to Users.

(collectively the "**Purposes**").

The Free Subscription is granted to the Partner exclusively for the Purposes.

1.2. Upgrades. Upgrades released or made available by Devolutions may be installed or accessed at no additional cost during the Free Subscription Period, or as otherwise permitted under a specific Software Package. Partner and its Users are responsible for installing available Upgrades (except for Cloud Services Upgrades, which are managed directly by Devolutions). Failure by Partner or its Users to install Upgrades may adversely affect: (i) the proper or full functioning of the Software Products; (ii) the security of the Software Products, particularly where an Upgrade addresses a known vulnerability; or (iii) Devolutions' ability to provide effective technical support.

1.3. Deprecation of Software Products. Devolutions reserves the right, in its sole discretion, to deprecate or discontinue any Software Product or specific features thereof, without any prior notice.

1.4. Documentation. Partner and its designated Users may access, use, and reproduce the Documentation solely as necessary to support the Purposes.

1.5. Affiliates. To the extent that the Software Product is used by a Partner's Affiliate, Partner shall ensure that such Affiliate complies with the terms and conditions of this Agreement, and it shall be responsible towards Devolutions for any breach of this Agreement by any such Affiliate.

1.6. Users. Partner's designated Users may access and use the Software Products solely in accordance with this Agreement. Partner is responsible for ensuring that its Users comply with all applicable terms and conditions and remains liable for any breach of this Agreement by any such User.

1.7. Prohibited Uses and other Restrictions. All rights in and to the Software Products not expressly granted under this Agreement are hereby reserved by Devolutions, and no rights shall be granted by implication or otherwise. Except as specifically allowed under this Agreement or any Ancillary Agreement or to the extent required to accomplish the Purposes, Partner shall not, and shall ensure that its designated Users do not: (i) sell, resell, license, assign, sublicense, distribute, lease, share, time-share, or otherwise make the Software Products available to any third party, except as explicitly permitted by this Agreement or as authorized in writing by Devolutions; (ii) modify, adapt, or create derivative works based on the Software Products, or use them to develop a product or service that is competitive with or similar to any Software Product; (iii) remove, alter, or obscure any proprietary notices, labels, or legal markings (including copyright or trademark notices) affixed to or contained within the Software Products or related media; (iv) access, use or reproduce the Software Products in any manner not explicitly authorized by this Agreement; (v) use the Software Products to distribute or support software or files containing malware, including viruses, worms, Trojan horses, or other harmful components, or engage in any activity that disrupts, degrades, or interferes with the functionality, performance, or security of the Software Products or any other systems or networks; (vi) use, copy, modify, merge, reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure of the Software Products (except for any Open-Source Components, to the extent permitted by their own Public Licenses); (vii) use the Software Products for any unlawful purpose, or in a manner that infringes upon the rights of any third party, including intellectual property, privacy, or other proprietary rights; (viii) use the Software Products to store, process, or transmit any illicit, offensive, or objectionable material; (ix) use the Software Products to gain unauthorized access to any third-party systems, networks, data, or device; (x) use the Software Products to send unsolicited communications, including spam or unauthorized data collection; (xi) attempt to bypass, disable, or otherwise interfere with any access controls, license management mechanisms, usage limitations, security features, or technical safeguards embedded in the Software Products or supporting infrastructure; (xii) engage in inappropriate, aggressive, abusive, or unprofessional conduct toward Devolutions' personnel, including written or verbal harassment, threats, or disrespectful behavior; (xiii) use the Software Products in any manner that could reasonably be expected to subject Devolutions or its providers to legal or regulatory obligations not already contemplated by this Agreement; or (xiv) disclose any results of any benchmark, functionality or performance tests run on the Software Products.

2. Support

As part of the Free Subscription to the Software Package, Devolutions shall provide Support Services. In addition, Devolutions offers 24/7 complimentary access to its online support center, which includes access to the Devolutions Community Forum, a comprehensive self-help documentation center, and the Devolutions Academy e-learning platform.

3. Accounts, Access Management and Security Responsibilities

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

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

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

3.4. <u>Enforcement and Limitation of Liability</u>. Devolutions shall have no liability for any loss or damage arising from or related to any failure by the Partner or its Users to comply with the responsibilities outlined in this Section 3. In addition to limiting Devolutions' ability to provide effective Support Services, such failure may result in the suspension or termination of access to the Software Products, at Devolutions' sole discretion.

4. Intellectual Property and Ownership

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

4.2. <u>Devolutions' Trademarks</u>. All use of Devolutions' trademarks, service marks and logos must comply with Devolutions' then-current Trademark and Brand Use Policy.

4.3. <u>Feedback</u>. If Partner 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 Partner or its Users. All Feedback and any modifications, enhancements, or Upgrades derived therefrom shall be deemed the sole property of Devolutions and shall not give rise to any joint ownership, partnership, or joint development rights, unless expressly agreed in the Ancillary Agreement.

4.4. <u>Third-Party Content and Third-Party Platforms</u>. 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. Partner is solely responsible for obtaining all necessary rights to access and use any Third-Party Content and Third-Party Platforms and for ensuring compliance with all applicable third-party terms and conditions. Devolutions shall have no liability for any loss of functionality, performance, or availability of the Software Products resulting from any change to, restriction on, or unavailability of any Third-Party Content or Third-Party Platform. Partner further acknowledges and agrees that, to enable the use of the Software Products and ensure interoperability with certain Third-Party Platforms, Devolutions may access, or allow third-party providers to access, Partner Data as reasonably required. Such access may include the transmission, transfer, modification, deletion, or storage of Partner Data on third-party systems, and may occur in accordance with Partner's explicit instructions or as reasonably inferred from Partner's configuration or use of the Software Products. Devolutions shall have no liability for any access to, or use, disclosure, or processing of, Partner Data by any third-party provider, nor for any acts, omissions, or practices of such providers or their associated Third-Party Platforms.

4.5. <u>Open-Source Components</u>. The Software Products may include or be distributed with Open-Source Components that are licensed under separate Public Licenses. A list of the applicable Open-Source Components included in certain Software Products, accurate as of the date indicated, is available on Devolutions' [Trust Center](#). Each Open-Source Component is licensed to Partner under its own applicable Public License terms, and to the extent required by those terms, Partner receives the rights to use, modify, or distribute that component as permitted by its Public License, provided that using the Software Products in their intended manner will not subject Partner 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.

5. Data Protection

5.1. <u>Partner Data Ownership and License</u>. Devolutions acknowledges that, as between the parties, Partner retains all right, title, and interest, including all intellectual property rights, in and to the Partner Data. To the extent

applicable, Partner hereby grants Devolutions a non-exclusive, royalty-free, worldwide license to host, store, transmit, process, and otherwise use the Partner Data solely as necessary to provide the Software Products and Support Services to Partner in accordance with this Agreement. This license includes the right to make copies, perform backups, and take any other actions reasonably required for the performance and delivery of such services.

5.2. <u>Aggregated and Anonymized Data</u>. Devolutions may collect, use, and analyze data derived from Partner's use of the Software Products—whether through Cloud Services or Self-Hosted Software—in aggregated or anonymized form for the purposes of analytics, benchmarking, service improvement, and the development of new features or products, provided that such data does not include any Partner Data or Partner Confidential Information. This may include the collection of limited, anonymous telemetry data related to Users' approximate location and usage statistics (such as device type, platform, and operating system architecture), which is linked solely to a randomly generated, rotating identifier that cannot be used to identify any individual User. This telemetry functionality may be disabled at any time by Partner or Users via the Software Product settings. All rights in and to such aggregated or anonymized data shall be retained exclusively by Devolutions.

5.3. <u>Protection of Partner Data</u>. Devolutions shall implement and maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Partner 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, Partner Data by Devolutions' personnel, except to the extent necessary: (a) to provide the Cloud Services or Support Services under this Agreement; (b) as required by applicable law; or (c) as expressly authorized by Partner in this Agreement or in an Ancillary Agreement. 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.

5.4. <u>Partner Responsibilities for Data Compliance</u>. Partner represents and warrants that it, and its Users, have obtained all necessary rights, consents, authorizations, and permissions to submit, transmit, process or upload Partner Data in connection with the Cloud Services and Support Services, and to grant the rights granted to Devolutions under this Agreement. Partner further represents that the collection, submission, processing, and storage of such Partner Data in connection with such services do not and will not violate any applicable laws or regulations, infringe any intellectual property, privacy, or other rights of any third party, or breach any applicable terms or policies governing Partner Data. Except for Devolutions' express obligations under this Agreement and applicable Addenda, Partner is solely responsible for the accuracy, quality, legality, and appropriateness of all Partner Data and the means by which it is acquired and used. Devolutions does not monitor Partner Data submitted through the Cloud Services or Support Services and has no obligation to do so. However, Devolutions reserves the right to suspend or restrict access to such services, without liability or prior notice, if it reasonably determines that Partner or its Users have violated this Agreement or that continued access to such data poses a security risk, violates applicable law, or could adversely impact other users.

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

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

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

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

6. Confidentiality

Partner acknowledges that the Software constitutes Devolutions' confidential and trade secret information ("**Confidential Information**"). Confidential Information will also include any information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with Partner's use of the Software, provided that such information should be reasonably understood by the Receiving Party as being confidential or proprietary. The Receiving Party will keep the Confidential Information in confidence, in the same manner as the Receiving Party maintains its own confidential information, and using at least a reasonable degree of care. The Receiving Party will use the Confidential Information only for the purposes described in this Agreement. The Receiving Party will limit the disclosure of Confidential Information solely to those employees and consultants having a need-to-know, provided that each such employee and consultant is under a written confidentiality agreement containing confidentiality obligations no less protective than those contained in this Agreement. The Receiving Party will make no written or electronic copies of the Confidential Information, except as reasonably necessary to perform its obligations under this Agreement. The Receiving Party may disclose the Confidential Information to the extent required by a court of law or government regulatory body, but first the Receiving Party will give the Disclosing Party prompt notice to allow the Disclosing Party reasonable opportunity to obtain a protective order against such disclosure. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission by the Receiving Party; (ii) was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party without a confidentiality obligation; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to Confidential Information.

7. Indemnification by Partner

Provided that Devolutions gives prompt notice to Partner of any such claim and cooperates with Partner, at Partner's expense, in defending or settling such claim, Partner agrees to defend, indemnify, and hold harmless Devolutions, its officers, directors, employees and agents from and against any and all claims, liabilities,

damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) the use of the Software Products not in accordance with the Documentation or other than as permitted herein; (ii) the use of the Software Products 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; (iii) any technology owned or licensed by Partner from third parties; (iv) the use of any older version of the Software Product when use of a newer version made available to Partner would have avoided the claim; or (v) any negligent act or omission committed by Partner, its employees or representatives while using the Software Product.

8. Limited Warranty

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, PARTNER ACKNOWLEDGES AND AGREES THAT THE SOFTWARE IS FOR THE LIMITED PURPOSES SET FORTH HEREIN AND THAT THE SOFTWARE IS PROVIDED "AS IS". DEVOLUTIONS EXPRESSLY DISCLAIMS ANY AND ALL 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. DEVOLUTIONS MAKES NO REPRESENTATION AND GIVES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, VIRUS-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES, AND PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THIRD-PARTY COMPONENTS INCORPORATED INTO OR INTERACTING WITH THE SOFTWARE. THE FOREGOING WARRANTY DISCLAIMERS ARE IN ADDITION TO, AND NOT IN REPLACEMENT OF, ANY OTHER WARRANTY DISCLAIMER APPLYING TO OPEN SOURCE SOFTWARE AS PROVIDED IN APPLICABLE PUBLIC LICENSES, WHICH DISCLAIMERS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE AND ARE DEEMED TO APPLY TO PARTNER FOR THE BENEFIT OF DEVOLUTIONS AND ALL OPEN SOURCE SOFTWARE CONTRIBUTORS (AS APPLICABLE).

9. Limitation of Liability

EXCEPT FOR LIABILITY ARISING FROM PARTNER'S BREACH OF SECTIONS 1, 4, AND/OR 6 OF THE AGREEMENT, AND PARTNER'S OBLIGATIONS OF INDEMNIFICATION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN NOTIFIED AS TO THE POSSIBILITY OF THE SAME. PARTNER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE SOFTWARE, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY DEVOLUTIONS'S SOLE NEGLIGENCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL DEVOLUTIONS' LIABILITY FOR DAMAGES HEREUNDER EXCEED US$1,000. PARTNER SHALL NOT BRING ANY CLAIM ARISING UNDER THIS AGREEMENT MORE THAN EIGHTEEN (18) MONTHS AFTER SUCH CLAIM HAS ACCRUED.

10. Termination

This Agreement shall automatically terminate at the expiration of the Free Subscription Period or until Partner permanently ceases to use the Software Products, as applicable, unless Devolutions agrees in its sole discretion to renew or extend the term of the Free Subscription and the Agreement. Devolutions may also terminate this Agreement at any time if Partner is in breach of any of the material terms or conditions provided herein, and such breach remains uncured more than thirty (30) days following receipt of Devolutions' written notice of such breach. Partner may terminate a Free Subscription for convenience at any time upon thirty (30) days' written notice. In addition, Devolutions may terminate this Agreement immediately if Partner (i) has materially breached Sections 1, 4 and/or 6 of the Agreement, (ii) no longer has a valid Ancillary Agreement with Devolutions, or (iii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon termination or expiration of this Agreement: (i) all rights and licenses granted to Partner and its Users under the terminated Free Subscription shall immediately cease; (ii) Partner shall cease all use of the applicable Software Products and delete or uninstall any installed Self-Hosted Software or component, except where permitted to retain archived backups for compliance purposes; and (iii) Partner's access to the Cloud Services will be disabled. Upon Devolutions' request, Partner shall provide Devolutions a certificate evidencing compliance with the foregoing with respect to the Software and the Documentation.

Sections 1 ("Rights of Access and Use"), 5 ("Intellectual Property and Ownership"), 6 ("Confidentiality"), 7 ("Indemnification by Partner"), 8 ("Limited Warranty"), 9 ("Limitation of Liability"), 10 ("Termination"), and 11 ("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.

11. General Provisions

11.1 Governing Law; Jurisdiction. 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 Partner'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 Dispute Resolution. 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 Independent Contractors. The relationship of Devolutions and Partner is that of independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on the other's behalf or to represent itself as the other's agent or in any way that might result in confusion as to the fact that the parties are separate and distinct entities.

11.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such provision shall be modified to the minimum extent necessary to reflect the parties' original intent. The remainder of this Agreement shall remain valid, enforceable, and in full force and effect.

11.5 Assignment. Partner may not 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 Devolutions. Any attempted assignment by the Partner in violation of this Section shall be null and void. Devolutions may assign this Agreement without the Partner's 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) Devolutions provides prompt written notice to the Partner, and (ii) the assignee (including any Affiliate) agrees in writing to be bound by the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall bind and benefit the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Devolutions may engage subcontractors to perform its obligations under this Agreement, provided that Devolutions remains fully responsible for the performance of all subcontracted obligations.

11.6 Export Administration. The Software Products may be subject to the export control laws and regulations of Canada, the United States, and other applicable jurisdictions, including the jurisdiction in which Partner operates. Partner shall fully comply with all applicable export laws and regulations, ensuring that the Software Products are not: (i) used, exported, or re-exported, directly or indirectly, in violation of such laws and regulations; or (ii) used for any purpose prohibited by such laws and regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. Without limiting the foregoing, Partner represents and warrants that: (i) it is not listed on any denied-party, sanctioned-entity, or restricted-entity lists maintained by the governments of Canada, the United States, or other applicable jurisdictions; (ii) it is not directly or indirectly owned or controlled by, or acting on behalf of, any person or entity listed on such sanctioned or restricted-entity lists, including if such listed person or entity directly or indirectly holds an interest of 50% or more; and (iii) it shall not permit any third party to access, use, or export the Software Products to any country or territory subject to an embargo imposed by Canada, the United States, or the jurisdiction in which Partner operates.

11.7 Force Majeure. Neither party shall be deemed in default or otherwise liable for any delay in or failure of its performance under this Agreement by reason of any event of force majeure or any other unforeseeable cause which is beyond the reasonable control of such party.

11.8 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.

11.9 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.

11.10 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 Partner must be sent to the last known email addresses or as designated in the Ancillary Agreement. 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.

11.11 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.

11.12 Entire Agreement. This Agreement, together with any applicable Addenda, and Documentation expressly incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, proposals, negotiations, representations, and communications, whether oral or written, relating to such subject matter, unless otherwise expressly agreed in writing by both parties. In the event of any conflict or inconsistency between the documents comprising this Agreement and an Ancillary Agreement, the following order of precedence shall apply: (1) this Agreement (excluding the Addenda); (2) the Ancillary Agreement; (3) the Addenda; and (4) the Documentation.

11.13 Language (applicable only to Partners located in the Province of Quebec). The parties have expressly requested and required that this Agreement and all other related documents be drawn up in the English language. *Les parties conviennent et exigent expressément que cette Convention et tous les documents qui s'y rapportent soient rédigés en anglais.*

[Defined terms on the next page]

Exhibit A – Defined Terms

Addenda means the supplemental terms to this Agreement that may be issued, amended, or replaced by Devolutions from time to time, including, without limitation, the Support Services Addendum, 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.

Ancillary Agreement: means the partnership, technical, cooperation, services or other agreement entered into between Partner and Devolutions, as applicable.

Business Partner: means a partner that provides support services to Users on behalf of Devolutions or with whom Devolutions has executed an Ancillary Agreement for business purposes (excluding resellers).

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

Confidential Information means, without limitation, non-public, proprietary or confidential information, documents and other materials disclosed by one party to the other party in connection with this Agreement, whether disclosed orally, visually, electronically, or in writing, and whether or not marked as confidential, that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business plans, financial information, software, trade secrets, technical data, and Partner 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**".

Partner 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 Partner or its Users through their use of the Software Products or Support Services. Partner Data does not include (i) aggregated or anonymized data generated by Devolutions in accordance with this Agreement, or (ii) any Feedback provided by the Partner or its Users.

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

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

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

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

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

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

Software Package refers to a specific bundle of multiple Software Products, such as the Starter Pack, designated by Devolutions for Not for Resale (NFR) use at the time of download or license activation.

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

Free Subscription means Partner's license or right to access and use a Software Product or Software Package, during the relevant Free Subscription Period and subject to the terms of this Agreement.

Free Subscription Period means a period of twelve (12) months unless agreed otherwise in writing by Devolutions in its sole discretion.

Support Services Addendum (SSA) means the addendum issued by Devolutions describing the scope, terms, and conditions of the Support Services, as it may be amended, replaced, or supplemented from time to time. The Support Services Addendum ("**SSA**") is incorporated by reference and forms an integral part of this Agreement. For clarity, references to "Customer" in the SSA shall be deemed to refer to "Partner" under this Agreement.

Support Services means the support and technical assistance services provided by Devolutions to Partner and its Users in connection with the use of the Software Products, including assistance with installation, configuration, troubleshooting, and issue resolution, subject to the service levels, availability, limitations and other terms set forth in the SSA. Given the non-commercial "Not for Resale" nature of this Agreement, such services are limited to those available under the Standard Plan, as defined in the SSA.

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

Technology Partner means a technology and/or alliance partner that desires (or with whom Devolutions desires) to achieve product interoperability between its products and the Software Products, subject to the terms of its Ancillary Agreement.

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

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

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

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

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

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