



## END USER LICENSE AGREEMENT

### Devolutions® Launcher

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This End User License Agreement governs the use of **Devolutions® Launcher**.

**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 END USER 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 DEVOLUTIONS' WEBSITE.

This Agreement is entered into between You and Devolutions and establishes the terms and conditions under which we agree to grant You a license to install and use the Software.

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#### **1. Definitions**

The following terms shall have the following meanings:

**Agreement:** means this End User License Agreement, as same may be amended, modified, restated or supplemented from time to time, together with its addendums and the Documentation.

**Computer:** means any computer hardware, server, network or electronic device on which the Software is installed or from which it is accessed or used by a User.

**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://password.devolutions.net/home/download>.

**Feedback:** means any suggestion, recommendation, feedback or idea related to the Software which is communicated to us by 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 10(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.

**Software:** refers to the Devolutions® Launcher software, in object code form, including its Updates and Improvements.

**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.

**User / You / Your:** means any individual installing and using the Software in accordance with the License, following his/her acceptance of the terms of this Agreement.

**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 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.

## 2. Grant of License

- (a) General License. Subject to the terms and conditions set forth in this Agreement, Devolutions hereby grants You a limited, non-exclusive, non-sublicensable and non-transferable license (the "**License**") allowing You: (i) to install, reproduce and use the Software for accessing Devolutions® Password Server and/or Devolutions® Password Hub during the term of Your License; (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) Software Requirements. The sole purpose of the Software is to allow access to Devolutions® Password Server and/or Devolutions® Password Hub, which require the purchase of additional licenses or subscriptions and which are governed by separate license or service agreements. Please refer to the Documentation for further details and requirements.

### 3. License Restrictions

The License granted to You is subject to the restrictions set forth below. You agree not to:

- (i) allow the use of the Software or access thereto through Your License to any third party;
- (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.

### 4. Updates and Customer Support

- (a) Updates. Updates may be downloaded and installed without additional fees during the validity period of Your License. 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 customer support plan selected with the purchase of Your License. No customer support will be offered after the expiration of Your License period. Please refer to the terms of the Support Level Addendum for further details, which terms are incorporated into this Agreement by this reference.

### 5. License Keys and Security

It is Your responsibility to maintain the security and confidentiality of the License key issued to activate the License. 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 key, and Devolutions will not be liable for any losses caused by any such unauthorized access. Your License key remains 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 to comply with this Agreement.



## 6. License Transfer

You may not transfer, assign or sublicense the License, in all or in part, or any of Your rights or obligations under this Agreement, without the prior written consent of Devolutions. Devolutions has the right to assign at any time its proprietary rights, title and interests into the Software and 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.

## 7. 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 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 hereby forever waive and agree never to assert any and all moral rights You 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.

## 8. Open Source Software

You acknowledge and agree that: (i) the Software may incorporate Open Source Software components which are licensed under Public Licenses; (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 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.

## 9. 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 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 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) Your use of the Software other than in accordance with this Agreement or the Documentation, (iii) any negligent act or omission committed by You while using the Software, or (iv) Your use of the Software 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.



## 10. 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 License (the “**Limited Warranty**”).
- (b) Exclusions. 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 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 the 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). 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) refund to the applicable person the prepaid license fees 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. 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 OR INDEMNIFY 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 FOR THE BENEFIT OF DEVOLUTIONS AND ALL OPEN SOURCE SOFTWARE CONTRIBUTORS (AS APPLICABLE).

## 11. Limitations of Liability

- (a) Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEVOLUTIONS BE LIABLE FOR ANY DAMAGES, LOSSES, EXPENSES OR FEES INCURRED OR ARISING



OUT IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SOFTWARE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE, MISREPRESENTATION OR STRICT LIABILITY) OR BREACH OF STATUTORY DUTY. 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 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.

## 12. Term and Termination

- (a) Term of the Agreement. This Agreement commences on the date that You first accept it or that You install the Software on Your Computer, whichever comes first, and continues until You cease to use the Software or until Your License expires or is terminated, as applicable.
- (b) Termination. Devolutions may terminate this Agreement for cause upon 30 days prior written notice following a material breach of Your obligations if such breach remains uncured at the expiration of such period, in which case all fees already paid in respect of your License will not be refundable.
- (c) 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.
- (d) Surviving Provision. Sections 3 (“License Restrictions”), 7 (“Title, Retention of Rights and Intellectual Property”), 8 (“Open Source Software”), 9 (“Representations and Indemnification”), 10 (“Limited Warranty”), 11 (“Limitations of Liability”), 12 (“Term and Termination”) and 14 (“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.

## 13. 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 License or Your installation of an Update. The Agreement may not be amended in any other way except through a written agreement executed by an authorized representative of both parties.



#### 14. General Provisions

- (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 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.
- (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.*