



END USER LICENSE AGREEMENT

Remote Desktop Manager / Password Vault Manager

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- (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BUT SUBJECT TO THE SUBPARAGRAPH 14(B) BELOW, IN NO EVENT SHALL DEVOLUTIONS, ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES AND AGENTS BE LIABLE TO LICENSEE OR ANY END USER FOR ANY DAMAGES, LOSSES, EXPENSES, LIABILITIES, CLAIMS (INCLUDING THIRD PARTY CLAIMS), COSTS OR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR OR RELATED TO LOSS OF INCOME OR PROFITS, BUSINESS INTERRUPTION, LOSS OF CONFIDENTIAL INFORMATION, LOSS OR BREACH OF PRIVACY, CORRUPTION, DAMAGE OR LOSS OF DATA, COMPUTER PROGRAMS OR FILES, ECONOMIC LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY OTHER PECUNIARY OR PROPERTY LOSS), ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR OTHERWISE ARISING OUT OF 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. THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE IN ADDITION TO, AND NOT IN REPLACEMENT OF, ANY OTHER EXCLUSION OR LIMITATION OF LIABILITY SET FORTH IN ANY PUBLIC LICENSES WITH RESPECT TO OPEN SOURCE SOFTWARE, WHICH EXCLUSIONS AND LIMITATIONS ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE AND ARE DEEMED TO APPLY TO LICENSEE AND EACH END USER FOR THE BENEFIT OF DEVOLUTIONS AND ALL OPEN SOURCE SOFTWARE CONTRIBUTORS (AS APPLICABLE).
- (b) Notwithstanding subsection 14(a) above, but subject to the limitation of liability set forth in Section 14(c) below, DEVOLUTIONS shall indemnify LICENSEE and its End Users against any damages or liabilities finally awarded against them by a court of competent jurisdiction as a result of any third party claim, suit or proceeding arising out of or related to the infringement of any intellectual property right by the Software. This indemnity obligation



shall not apply to the extent that the third party claim arises out of: (i) LICENSEE's or End User's breach of the Agreement; (ii) modifications to the Software made without DEVOLUTIONS' written consent; (iii) LICENSEE's or End User's failure to incorporate Updates that would have avoided the infringement (following the receipt of a notice to that effect from DEVOLUTIONS and provided such Update was offered without charge); or (iv) the use of the Software in combination with other third-party hardware or software, unless expressly provided in the Documentation.

- (c) Without limiting the exclusions and limitations of liability mentioned in subsections 14(a) and 14(b) above, in the event DEVOLUTIONS is found liable to pay damages to LICENSEE and/or its End Users by a court having competent jurisdiction, the maximum aggregate liability of DEVOLUTIONS to LICENSEE and its End Users for all claims relating to the Software and this Agreement, in warranty, contract, tort or otherwise, shall not exceed an amount equivalent to the License fees paid by LICENSEE to DEVOLUTIONS in the course of the twelve (12) months period preceding the occurrence of the event leading to such liability. Nothing in this Agreement excludes or limits any claim for death or for direct physical or moral prejudice. Further, 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.

15. Term and Termination

This Agreement will continue until terminated by either party as provided below.

- (a) If LICENSEE (or any End User) neglects or fails to perform or observe any of its obligations under this Agreement, DEVOLUTIONS may, in addition to other legal remedies it may have pursuant to this Agreement or applicable laws, terminate this Agreement and the License granted hereunder without liability upon 15 days written notice to LICENSEE.
- (b) Notwithstanding the foregoing, if (i) LICENSEE ceases doing business as a going concern, or (ii) a petition is filed proposing the adjudication of LICENSEE as a bankrupt or its reorganization pursuant to any applicable bankruptcy or insolvency law which is not opposed by the LICENSEE or if opposed, is not discharged within 60 days of filing or such longer period as the proceedings for discharge are proceeding so long as the LICENSEE is proceeding expeditiously to obtain such discharge, or (iii) LICENSEE makes an assignment or composition with creditors, or a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of its property, or it is adjudged bankrupt, or (iv) LICENSEE (or an End User) breaches any of the restrictions provided in Section 3 herein, or (v) the prejudice caused by the breach cannot be remedied by performance after default notice, DEVOLUTIONS may, in addition to other legal remedies it may have pursuant to this Agreement or applicable laws, immediately terminate this Agreement and the License granted hereunder without liability upon written notice to LICENSEE.
- (c) LICENSEE may terminate this Agreement by written notice to the extent DEVOLUTIONS neglected or failed to correct a material default hereunder within 30 days after receiving a default notice from LICENSEE.
- (d) Upon the termination of this Agreement, for any cause, the License granted to LICENSEE and each End User will automatically terminate and LICENSEE and each End User shall immediately discontinue the use of the Software and destroy all copies of the Software in their possession or control. LICENSEE shall, upon written request by DEVOLUTIONS, deliver a certificate stating that LICENSEE and its End Users have ceased to use the Software and that they have complied with all their obligations provided in this Subsection. Any such certificate shall be executed by an authorized officer of LICENSEE acceptable to DEVOLUTIONS. Unless expressly provided herein, License fees paid by LICENSEE are non-refundable in case of termination of the Agreement.
- (e) Notwithstanding anything to the contrary herein, Sections 8, 9, 12, 13, 14 and 17 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

This Agreement governs the use of the Software as downloaded and installed by LICENSEE and each End User following their prior acceptance of the terms hereof. DEVOLUTIONS reserves the right to amend, modify, update, supplement or restate 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 become automatically effective towards LICENSEE and its End Users (and will be deemed accepted by them) upon renewal of LICENSEE's License or its purchase or acquisition of a new License after the amendment date indicated on the amended version of this Agreement. Without limiting the foregoing, if an Update or a new version of the Software is downloaded and installed by LICENSEE or an End Users after such amendment date, they will be requested to review and accept the Agreement as amended by clicking on the "I Agree" button prior to downloading the Update or new version of the Software, and by doing so they will be deemed to have confirmed their consent to be bound by the amended version of the Agreement. LICENSEE and each End User acknowledge and agree that the amended Agreement as then accepted by them will automatically repeal and replace the terms provided in any previous version thereof. The Agreement may not be amended in any other way except through a written agreement executed by authorized representatives of each party.

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. Any dispute between DEVOLUTIONS and an End User shall be treated exclusively with and through LICENSEE. In the event DEVOLUTIONS has not been able to resolve a dispute with LICENSEE 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); provided, however, that if the decision of the arbitrator is in favor of DEVOLUTIONS, it shall then be entitled to recover from LICENSEE the fees and expenses of its attorneys and experts incurred with respect to such arbitration, which fees and expenses shall be included in the arbitrator's decision, as applicable. 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 Personal Data of LICENSEE or End Users through or in connection with their use of the Software. By agreeing to the terms of this Agreement, You also agree to the collection, use and processing of your Personal Data in accordance with DEVOLUTIONS' Privacy Policy. To the extent LICENSEE or End Users use the Software to collect, use or process Personal Data, they 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.



- (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) U.S. Government Restricted Rights. The Software is provided with restricted rights. Use, duplication or disclosure of the Software for or by the government of the United States, including without limitation any of its agencies or departments, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (c) of the *Commercial Computer Software License* clause of the *Federal Acquisition Regulation 52.227-19*; or (ii) in similar clauses in other federal regulations. The contractor is DEVOLUTIONS. LICENSEE and End User shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or other media associated with the Software. LICENSEE shall require that its End Users, customers, distributors and other recipients of the Software agree to and acknowledge in writing the provisions of this clause.
- (f) Export Administration. LICENSEE and each End User agree to comply fully with all applicable export laws and regulations of Canada and LICENSEE's and End User's originating country to ensure that the Software is not: (i) exported, directly or indirectly, in violation of applicable export laws and regulations; or (ii) used or intended to be used for any purposes prohibited by applicable export laws and regulations, including, without limitation, nuclear, chemical, or biological weapons proliferation. Without limiting the generality of the foregoing, LICENSEE and End Users shall not permit any third party to access or use the Software in, or export the Software to, a country subject to an embargo from Canada or LICENSEE's or End User's originating country. To the extent applicable, LICENSEE shall require that its sublicensees, customers and other recipients of the Software sign a written agreement promising to comply with the foregoing obligations.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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 LICENSEE 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.
- (l) 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.* In case of a disparity, incoherence



or incompatibility between the provisions of the English language version of this Agreement and its version in any other languages, the provisions of the English language version shall prevail.



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 April 27, 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.

Name:	Amazon Web Services SDK
Version:	1.5
License:	Apache License v2.0
Download:	http://aws.amazon.com/sdkfornet
Source:	https://github.com/aws/aws-sdk-net

Name:	Base 32
Version:	1.1.0.2
License:	MIT License
Download:	https://bitbucket.org/devinmartin/base32/
Source:	https://bitbucket.org/devinmartin/base32/

Name:	Bouncy Castle Crypto
Version:	1.7
License:	MIT/X11 License
Download:	https://www.bouncycastle.org/
Source:	https://github.com/bcgit/bc-csharp

Name:	Box.V2
Version:	3.4.2
License:	Apache License v2.0
Download:	https://developer.box.com/
Source:	https://github.com/box/box-windows-sdk-v2/blob/master/LICENSE

Name:	Chaos NaCl
Version:	0.1
License:	MIT License
Download:	https://github.com/CodesInChaos/Chaos.NaCl
Source:	https://github.com/CodesInChaos/Chaos.NaCl



Name:	Cyotek ImageBox
Version:	1.1
License:	MIT License
Download:	http://www.cyotek.com/open-source
Source:	https://github.com/cyotek/Cyotek.Windows.Forms.ImageBox

Name:	Diffplex
Version:	1.2
License:	Apache License v2.0
Download:	https://diffplex.codeplex.com/
Source:	https://github.com/mmanela/diffplex

Name:	Dropbox.NET
Version:	4.2.6
License:	MIT License
Download:	https://www.dropbox.com/developers/documentation/dotnet
Source:	https://github.com/dropbox/dropbox-sdk-dotnet

Name:	EasyHook
Version:	2.7
License:	MIT License
Download:	https://easyhook.github.io/
Source:	https://github.com/mickford/zxcvbn-cs

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

Name:	JSON.Net
Version:	5.0
License:	MIT License
Download:	http://www.newtonsoft.com/json
Source:	https://github.com/JamesNK/Newtonsoft.Json

Name:	LibSodium
Version:	
License:	ISC License
Download:	https://libsodium.org
Source:	https://github.com/jedisct1/libsodium



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

Name:	MsgPack
Version:	0.8.0.0
License:	MIT License
Download:	http://msgpack.org/index.html
Source:	https://github.com/msgpack/msgpack

Name:	OneDrive API
Version:	1.0
License:	Eclipse Public License v1.0
Download:	https://github.com/KoenZomers/OneDriveAPI
Source:	https://devolutions.net/download/opensource/onedriveapidevolutions.zip

Name:	OpenMCDF
Version:	2.0
License:	Mozilla Public License 2.0 (MPL 2.0)
Download:	http://openmcdm.sourceforge.net/
Source:	http://sourceforge.net/projects/openmcdm/

Name:	OTP Sharp
Version:	1.3.0.4
License:	MIT License
Download:	https://bitbucket.org/devinmartin/otp-sharp/wiki/Home
Source:	https://bitbucket.org/devinmartin/otp-sharp/src

Name:	RestSharp
Version:	104.4
License:	Apache License v2.0
Download:	http://restsharp.org/
Source:	https://github.com/restsharp/RestSharp

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



Name:	Zxcvbn C#.NET
Version:	1.0
License:	MIT License
Download:	https://github.com/mickford/zxcvbn-cs
Source:	https://github.com/mickford/zxcvbn-cs

Name:	XML-RPC.NET
Version:	2.1
License:	MIT X11 License
Download:	http://xml-rpc.net/
Source:	http://code.google.com/p/xmlrpcnet/source/checkout