



TERMS OF ONLINE SERVICE

These Terms of Online Service, together with the Addendums, your Orders and the Documentation (collectively the “Terms” or the “Agreement”) are entered into between Devolutions inc. (“Devolutions”, “us”, “we”, “our”) and the individual or Organization accepting these Terms (as a Customer or a User, as applicable). If you are accepting these Terms on behalf of an Organization (such as your employer or another entity) and not in your personal capacity, you represent and warrant that: (i) you have full legal authority to bind such Organization to these Terms; (ii) you have read and understand these Terms; and (iii) you agree to these Terms on behalf of the Organization that you represent. If any of the above representations is not true or accurate, please do not click “I agree” (or similar button or checkbox) that is presented to you (as the case may be), and do not use the Online Services.

1. Definitions

The following terms shall have the following meanings:

Addendums: means the [Support Level Addendum](#), the [Data Processing Addendum](#) and any other addendum that may be issued by Devolutions from time to time in respect of an Online Service.

Customer (“you”, “your”): means the person (individually) or the Organization deciding to use or to subscribe to an Online Service and having the authority to manage and control the use of such Online Service for his/her/its own benefit.

Data: means any content or data which the Customer or its Users upload, store, transmit, submit or otherwise make available through the Online Services.

Documentation: means the user manuals, guides, policies and other technical documentation and specifications published or developed by Devolutions in respect of the Online Services (as amended or updated from time to time), including those which are made available in our online [Support Center](#).

Feedback: means any suggestion, recommendation, feedback or idea relating to an Online Service that the Customer or a User submits to us from time to time.

Online Services: means the cloud services listed in the attached Annex and related customer support services. These Terms do not apply to our downloadable software products, use of which requires a separate license agreement with us. For clarity, however, any desktop or mobile application we provide as part of the Online Services themselves is subject to these Terms.

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

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.

Updates: means any new version of the Online Services and any update, upgrade, improvement, patch, revision, supplement, modification, enhancement, translation, feature, add-on, tool, functionality, maintenance or fixe developed and incorporated into the Online Services by Devolutions from time to time.

User: means an individual who is added to an Online Service by a Customer or who is otherwise invited or authorized by a Customer to access and use an Online Service. Users may include, for example, Customer’s employees, consultants, contractors or agents.



Works and Content: means collectively the Online Services, their Updates, the Documentation and all derivative works therefrom (whether originating from or developed by us, you or a User), including 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 Online Services, as well as any presentation, arrangement, coordination, enhancement and selection thereof within the Online Services.

2. Right to Access and Use the Online Services

- (a) Conditional Right. Customer and Users agree to access and use the Online Services in accordance with these Terms. This limited, non-exclusive, non-sublicensable, non-transferable and revocable right of access and use includes the right to download and use the desktop and mobile applications associated with our Online Services, and is conditional upon the payment of applicable subscription fees and compliance with these Terms.
- (b) Subscriptions and Renewals. Some Online Services may be accessed on a subscription basis only ("**Subscription**"). You may cancel your Subscription at any time either through your Account or by contacting our customer support at service@devolutions.net. The cancellation of your Subscription does not relieve you from your obligation to pay the Subscription fees that have already been charged and you will not receive any refunds or credits for Subscription fees already paid. Your Subscription period may be renewed on or prior to its expiration by paying applicable Subscription fees. Failure to renew your Subscription on time may prevent you from accessing the related Online Services until the reactivation of your Subscription.
- (c) Limitations. The Online Services may be subject to certain limitations related to the number of authorized Users, entries or data sources, depending on the type of Subscription purchased. For instance, if your Subscription allows for a limited number of Users to use or access an Online Service, then we are only required to provide such Online Service to those Users for whom you have paid the applicable Subscription fees, and only such Users are permitted to access and use the Online Services. You may change or remove these limitations by placing a new Order or modifying your existing Subscription (subject to the payment of additional fees at our then-current rates, prorated for the remainder of the then-current Subscription period).
- (d) Administrators. Some Online Services may allow you to designate certain Users as administrators ("**Administrators**") with privileged control and monitoring rights over your use of the Online Services and User Accounts. This may include inviting Users to use the Online Services, managing User access and usage permissions, and enabling or disabling access to certain data sources or third-party integrations. Such actions and the overall management and configuration of the Online Services and User Accounts are under Customer's sole control and responsibility, and you are responsible for whom you allow to become Administrators and any actions they take. You will also obtain and maintain all required consents from Users to allow such actions by your Administrators.
- (e) Responsibility for Users. Users may be onboarded to our Online Services in various ways. Certain Online Services will require Users to be added to a specific Organization or invited by an Administrator, and others will allow Users to create an Account and adhere to an Online Service on an individual basis. You are responsible for understanding the settings and controls for each Online Service you use and for controlling whom you allow to become a User. You are responsible for compliance with these Terms by all Users and for any and all actions taken by Users under their Account or while using the Online Services, including Orders they may place and how they use your Data. We may display additional terms applying specifically to Users when they create their Account or register for an Online Service.
- (f) Changes to Online Services. We reserve the right to modify, upgrade, improve or remove an Online Service or to add or remove any feature thereof as we deem appropriate and at our sole discretion; provided, however, that we will not remove or materially reduce a core feature of an Online Service without providing you a prior written notice.
- (g) Free Online Services, Trials and Beta Versions. Devolutions may, in its sole discretion and at any time, offer Online Services free of charge or for trial or evaluation purposes ("**Free Online Services**"). Except as otherwise



set forth in this Subsection 2(g), these Terms apply to your access and use of Free Online Services. We reserve the right to limit, modify or terminate your right to use Free Online Services at any time and for any reason at our sole discretion, without liability to you. You may be required to create an Account and provide limited contact information in order to sign up for a free trial. Devolutions may also offer you free access to a beta version of an Online Service prior to its official release (“**Beta Version**”). You understand and agree that a Beta Version is a development version of an Online Service that may be incomplete or partly inoperable and that may contain unknown bugs, errors or other defects. We have no obligation to provide technical support for a Beta Version and your use thereof is made at your sole discretion and own risk. To the maximum extent permitted by applicable law and notwithstanding any other provision in these Terms, Free Online Services are provided “AS-IS” and we disclaim any liability, indemnities or warranties, whether express, implied, statutory or otherwise in connection with your use of a Free Online Service, and you hereby waive the exercise of any right, claim, recourse or remedy against Devolutions in connection with such use.

- (h) Additional Software Requirements. The use of certain Online Services or specific features thereof may require the purchase or installation of separate Devolutions software, tools or modules, some of which are subject to additional fees and separate license agreements.
- (i) Devolutions Send. When using Devolutions Send, the terms of our [Website Terms of Use](#) (as amended from time to time and incorporated herein by this reference) also apply in addition to the terms set forth herein.
- (j) Restrictions. Customer and Users agree not to: (i) allow any unauthorized person to access or use an Account or an Online Service; (ii) sell, resell, license, assign, share, sublicense, distribute, make available, rent or lease any Online Service, (iii) use an Online Service to store or transmit infringing, libelous, tortious or unlawful data; (iv) use an Online Service in a way that may infringe the intellectual property, privacy or other rights of third parties; (v) reverse engineer, disassemble, compile or decompile an Online Service; (vi) modify, copy, translate, alter, improve or create derivative works of an Online Service, or otherwise use or access an Online Service to develop competitive products or services; (vii) knowingly or negligently use an Online Service in a way that interferes with or disrupts its performance or its access or use by others; (viii) use the Online Services to send unauthorized or unsolicited advertising or spam, to collect data without proper authorization, or in connection with any unlawful purpose or activity.
- (k) Domain Name Ownership. Where you are required to specify a domain name for the activation or configuration of an Online Service, you represent that you own or control that domain and that you have the right to use it for such purpose. If you do not own or control the domain you specify, then we will have no obligation to provide you with the Online Service.
- (l) Third Party Services. You (or your Users) may be allowed to use or integrate our Online Services with other third party products, services, applications or websites (“**Third Party Services**”). You acknowledge and agree that we are not responsible for and do not endorse such Third Party Services, that your use of or connection with Third Party Services through our Online Services is made at your sole option and risk, and that such use (and the third parties’ use of any of your Data) is subject to a separate agreement between you and the third party provider. To the extent applicable, you acknowledge that we may have to access or allow the third party providers to access your Data as required for the interoperation of their Third Party Services with our Online Services, which may include transmitting, transferring, modifying or deleting your Data or storing your Data on systems belonging to such third party providers. We are not responsible for any access to or use of your Data by third party providers or their Third Party Services. It is your responsibility to carefully review their terms and conditions and their security and privacy practices, and we disclaim all liability and responsibility for any Third Party Services or for the acts or omissions of any third party provider.

3. Devolutions Account

- (a) Creation of Account. The creation of a Devolutions account (“**Account**”) is required to access and use the Online Services. Complete and accurate information must be provided when creating an Account or subscribing to an Online Service, and such information must be updated in a timely manner as appropriate. Failure to do so



constitutes a breach of the Terms and may entitle us to cancel or suspend the related Account or Subscription without advance notice or liability.

- (b) Account Use and Security. Any and all actions taken by Users under their Account must comply with the present Terms and with our [Website Terms of Use](#) (as amended from time to time), which are incorporated herein by this reference. Accounts and Online Services must be accessed in a safe and secure manner. Users are responsible to use strong passwords and to always preserve the confidentiality of their Account credentials, and Customer (or its Administrator) is responsible for removing a User's access to his/her Account or to the Online Services promptly after leaving its Organization. Customer must notify us promptly upon becoming aware of (i) any suspected or confirmed security incident, confidentiality incident or privacy breach involving an Account or an Online Service; (ii) any abuse or unauthorized access or use of an Account or an Online Service; or (iii) any vulnerability affecting an Online Service. We disclaim any liability for any loss or damage resulting from your (or your Users') failure or negligence to comply with your security obligations provided in these Terms. If we have reasonable concerns about the security of an Account, or if we reasonably determine that the security of our Online Services or related infrastructure may be the object of malicious activities, we reserve the right to temporarily suspend the access to the affected Accounts or Online Services until we resolve the matter. We will notify you of any such suspension or other action as promptly as possible and we will also post relevant information on our [status webpage](#). Please consult our [Security and Compliance](#) page to obtain more information on the security of our Online Services, to access the security advisories issued by Devolutions, or to report any security issue.

4. Fees and Payment

- (a) Fees and Payment. You agree to pay all applicable fees in accordance with the payment terms indicated on your invoice ("**Order**"). Subscription fees are paid in advance for the whole Subscription period. Except as otherwise specified herein, payment obligations are non-cancelable and Subscription fees paid in advance for a given Subscription period are non-refundable. If you pay with a credit card, you agree to provide your credit card information and other required Personal Data to our third-party payment processors to process your payment on our behalf. Any and all transaction fees, currency conversion fees or currency conversion rates charged or applied by your financial institution or credit card issuer are at your sole charge. You are responsible for providing us with complete and accurate billing and contact information and to keep such information updated.
- (b) Resellers. If you purchase a Subscription through an authorized reseller (a "**Reseller**"), you will pay the applicable fees to the Reseller as agreed between you and the Reseller, instead of paying us. The Order will state the details of your transaction with us as communicated by the Reseller on your behalf, and we are not responsible for any inaccuracy or error committed by the Reseller when confirming your Order. You hereby authorize us to obtain from your Reseller relevant information about you and your Users (which information may include Personal Data) for the purpose of processing your Order. Such information will be collected and processed by us in accordance with our [Privacy Policy](#). Resellers are not authorized to modify these Terms or make any promises or commitments on our behalf, and we are not bound by any obligations to you or your Users other than as set forth in these Terms. If you are entitled to a refund under these Terms, we will refund any applicable fees to the Reseller directly and the Reseller will be solely responsible for refunding the appropriate amounts to you, unless expressly agreed otherwise with the Reseller.
- (c) Payment Default. We reserve our right to suspend or terminate a Subscription or your access to the Online Services without advance notice or liability if your payment is overdue (including if the payment obligation rests with your Reseller). You agree to reimburse us for all overdraft charges and other reasonable costs and expenses incurred in connection with the collection of your overdue or returned payments.
- (d) Fee Changes. We may at our sole discretion and at any time modify our Subscription fees, in which case such change will only become effective as of your next Subscription renewal.
- (e) Taxes. Our prices as displayed on our website do not include any taxes, levies, duties or similar fees that may be imposed by any governmental entity or collecting agency in connection with your purchase of a Subscription,



such as value-added, sales, use or withholding taxes. Applicable taxes will be added to your Subscription fees as indicated on your Order and are payable to us in full without any right of set-off or deduction.

5. Updates and Customer Support

- (a) Updates. We will make available to you all Online Services Updates made during your Subscription Period without additional cost (subject to our right to update our Subscription fees as provided in Subsection 4(d) above).
- (b) Customer Support. During your Subscription period, we will provide customer support for the Online Services in accordance with our [Support Level Addendum](#). Your level of customer support will be based on the support plan selected with your Subscription. You may also consult our online [Support Center](#) to obtain online help and general information on our Online Services specifications, settings and configuration. No customer support will be offered or provided after the expiration of your Subscription, except to reactivate your Subscription or to retrieve your Data as provided in Subsection 12(e) hereunder.

6. Customer and User Data

- (a) Protection and Processing of Your Data. We will maintain administrative, physical, and technical safeguards in accordance with industry standards to keep your Data safe and secure and to protect its confidentiality and integrity. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification, deletion or disclosure of your Data by our personnel except (a) to provide the Online Services and to address technical problems, (b) as compelled by law or a judicial order, or (c) as expressly permitted in these Terms or otherwise instructed by you in writing. We also maintain a compliance program that includes independent third-party audits and certifications. Our [Security and Compliance](#) page, as updated from time to time, provides further details on our security measures and certifications. We never sell, rent, or lease your Data to any third party and we do not share your Data with any third party other than for the purpose of providing you or improving the Online Services or to resolve any issues or problems with our Online Services (and you hereby acknowledge and agree that your Data may be transferred to such third-party service providers for such purposes).
- (b) Ownership of Your Data. You retain all right, title and interest in and to your Data. You hereby grant us a non-exclusive, worldwide, sub-licensable and limited term license to access, use, process, store, copy, distribute, display and retrieve your Data for the purposes of providing you the Online Services, processing your support requests or otherwise in accordance with these Terms or your specific instructions.
- (c) Your Data Compliance Obligations. You represent and warrant that you and your Users have obtained all necessary rights, releases and permissions to submit, transmit or upload the Data to the Online Services and to grant the rights granted to us in these Terms, and that the collection, submission, processing or storage of such Data with the Online Services does not and will not infringe on any laws or any third-party intellectual property, privacy or other rights, or any of your third-party policies or terms governing your Data. Other than our express obligations under Section 6(a), we assume no responsibility or liability for your Data, and you are solely responsible for your Data and the consequences of submitting and using it with the Online Services. We do not (and have no obligation to) monitor the Data that you upload or submit to the Online Services. Nonetheless, if we deem such action necessary based on your violation of these Terms, we reserve our right to suspend your access to the Online Services without liability. We will use reasonable efforts to provide you with advance notice of such actions when practicable, but if we determine that your actions endanger the operation of the Online Services or their use by other users, we may suspend your access to your Data immediately without notice.
- (d) Data Processing Addendum. If you submit Data to the Online Services that contain Personal Data, the terms of our [Data Processing Addendum](#) also apply to the processing of such Data.



7. Proprietary Rights and Licenses

- (a) Reservation of Rights. Subject to the limited rights expressly granted hereunder, we reserve all of our right, title and interest in and to the Works and Content, including any and all related intellectual property rights. No rights in the Works and Content are granted to you or to any User hereunder other than as expressly set forth herein. You agree that the Works and Content are protected by copyright, trademark, patent and other intellectual property laws and that any misappropriation or violation thereof by you or any User will entitle us to claim damages and be indemnified by you pursuant to those laws.
- (b) Feedback. You grant us, for yourself and on behalf of your Users, a perpetual, irrevocable, worldwide, sublicensable and transferable license to freely use, copy, disclose, license, distribute, exploit and commercialize in any manner any and all Feedback that you or your Users communicate to us, without any compensation or restriction. To the extent we use a Feedback to create or develop an Update, you acknowledge and agree that any such Update (including all related intellectual property rights) shall be our sole and exclusive property, and that no Feedback will be considered your confidential information.

8. Indemnification

You will defend, indemnify and hold harmless us (and our officers, directors, agents and employees) from and against any and all costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any claims, demands, suits or proceedings arising from or related to your breach of the Agreement or any claims or disputes brought by your Users in connection with their use of the Online Services (a "**Claim**"). We will (i) promptly give you written notice of the Claim, (ii) give you all reasonable assistance and collaboration at your request and your sole expense, and (iii) give you sole control of the defense and settlement thereof, except that you may not settle any Claim unless it unconditionally releases us of all liability and that we may join in the defense with our own attorneys, at our sole option and our sole expense.

9. Limited Warranty

- (a) Limited Warranty. We warrant that during your Subscription period the Online Services will perform materially in accordance with their description, features and operations under normal use as set forth in the Documentation (the "**Limited Warranty**"). Minor discrepancies shall not be treated as a breach of our Limited Warranty.
- (b) Exclusions. The Limited Warranty does not apply to Free Online Services and Beta Versions and in any of the following situations: (i) computer deficiencies or malfunction caused by defective hardware or other software components installed on your computer or device; (ii) misuse, abuse, accident, neglect, theft, vandalism, acts of God, power failures or surges, battery failures, internet or wi-fi failures or insufficient internet or wi-fi network; (iii) any acts or omissions committed by you, any User or any third party, including without limitation the commission of a wrongful, malicious or illegal act; (iv) any defect not made known to Devolutions within your Subscription period; (v) your failure to use up-to-date tools for detecting and patching security vulnerabilities; (vi) the Online Services are not used in accordance with the Documentation, this Agreement or any written recommendation, instruction or security guidelines issued by us from time to time; (vii) the Online Services are used with incompatible or non-supported technologies, hardware or software; (viii) planned downtime for which you will have received reasonable advance notice; or (ix) any other causes beyond Devolutions' reasonable control.
- (c) Remedies. Our sole liability and your sole and exclusive remedies under the Limited Warranty shall be, at our exclusive option, to either (i) make such modifications or adjustments to the Online Services, at no charge to you, as may be necessary to correct the reported non-conformity with the Limited Warranty; or (ii) if we determine corrections to be commercially impracticable, terminate the non-conforming Online Services and refund the prepaid Subscription fees on a pro rata basis from the date on which you notified us of the non-conformity.
- (d) Disclaimers. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SPECIFIED ABOVE AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ONLINE SERVICES ARE PROVIDED "AS IS" AND WE DISCLAIM 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, 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 UNDERSTAND THAT USE OF THE ONLINE SERVICES NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED OR INTERCEPTED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD PARTY SERVICE PROVIDERS. YOU ASSUME THE ENTIRE RISK AND RESPONSIBILITY AS TO PERFORMANCE AND FOR SELECTING THE ONLINE SERVICES TO ACHIEVE YOUR REQUIREMENTS OR INTENDED RESULTS AND OBJECTIVES, WHETHER OR NOT DISCLOSED TO US. WE MAKE NO REPRESENTATION AND GIVE NO WARRANTY THAT ALL ERRORS OR DEFECTS WILL BE CORRECTED OR THAT THE ONLINE SERVICES WILL BE TIMELY, ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED.

10. Limitations of Liability

- (a) Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DEVOLUTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE ONLINE SERVICES EXCEED YOUR SUBSCRIPTION FEES PAID FOR THE SUBSCRIPTION PERIOD DURING WHICH THE EVENT LEADING TO SUCH LIABILITY OCCURRED. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10(a) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION 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 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 IMPLEMENT ADEQUATE INTERNAL SECURITY PRACTICES AND MEASURES.
- (b) Exclusion of Indirect and Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY 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, CORRUPTION OR RECOVERY OF DATA, FILES OR COMPUTER PROGRAMS, WHETHER ARISING OUT, IN EACH CASE, OF THE USE OF OR THE INABILITY TO USE THE ONLINE SERVICES, THE PROVISION OF OR THE FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, OR ANY BREACH OF CONTRACT, ANY TORT, OR ANY BREACH OF STATUTORY DUTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Term and Termination

- (a) Term of the Agreement. This Agreement becomes effective on the date you first accept it or that you start using an Online Service, as applicable, and continues until you cease to use the Online Services or until it is terminated in accordance with these Terms, as the case may be.
- (b) Termination for Cause. A party may terminate this Agreement (including all related Subscriptions) if the other party (i) fails to cure any material breach of these Terms within 30 days after written notice, or (ii) ceases its



operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Notwithstanding the foregoing, we may terminate the Agreement (including all related Subscriptions) without prior notice if you breach any of your obligations under Sections 2(j) ("Restrictions"), 3 ("Devolutions Account"), 6(c) ("Your Data Compliance Obligations"), or 12(e) ("Export Administration").

- (c) Termination for Convenience. You may choose to cancel your Subscription and terminate these Terms at any time for any reason through your Account or by contacting our customer support at service@devolutions.net.
- (d) Effects of Termination. If you terminate this Agreement in accordance with Subsection 11(b) ("Termination for Cause"), we will refund you any prepaid Subscription fees on a pro rata basis (based on the effective termination date). If this Agreement is terminated by us in accordance with the same Subsection 11(b), or if you elect to terminate your Subscription for convenience pursuant to Subsection 11(c), you will not be entitled to a refund of any pre-paid fees (and if you have not already paid all applicable fees for the then-current Subscription period, any such fees will become immediately due and payable).
- (e) Portability of and Access to Your Data. We will keep your Data for a period of thirty (30) days after the termination of your Subscription, after which period we will have no obligation to maintain, provide or make available any of your Data, except as otherwise compelled by applicable law. You will be entitled to retrieve or export your Data during such 30-day period by contacting our customer support at service@devolutions.net.
- (f) Surviving Provisions. Notwithstanding anything to the contrary herein, any and all provisions of these Terms that must necessarily survive to fulfill the essential purposes of the Agreement and to give full effect to the parties' intents expressed herein shall survive the termination of this Agreement.

12. General Provisions

- (a) Notices. All notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after sending by first class mail or courier, or (c) the day of sending by email.
- (b) Amendments. We reserve the right to amend or update these Terms from time to time and to publish any updated version on our Website. To the extent we consider, in our sole discretion, that a modification is material as regards your rights and obligations, we may notify you directly or post a notice on our website informing that the Agreement has been modified. Except as otherwise indicated below, modifications to our Terms made during your Subscription period will become applicable to you only upon the renewal of your Subscription, as the case may be. Notwithstanding the foregoing, modifications to our Terms will become immediately effective to you with respect to our Free Online Services or as required under certain situations, such as compliance with applicable laws or the introduction of a new feature to our Online Services. If you do not agree to the new terms of the Agreement, in whole or in part, you may cease using our Free Online Services or terminate your Subscription, as applicable. By continuing to access or use our Online Services after the modified Terms becoming effective to you, you agree to be bound by the Terms as then modified and to comply therewith. Notwithstanding the foregoing, we reserve the right to amend our Documentation, Addendums and Privacy Policy at any time by posting an amended version on our Website, and such amendments will become effective immediately unless otherwise specified.
- (c) Entire Agreement and Order of Precedence. This Agreement constitutes the entire agreement between you and Devolutions regarding your access to and use of the Online Services, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. You agree that any other terms or conditions stated in documents submitted by you when ordering or purchasing the Online Services will not apply and are null and void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the Order (but only with respect to the specific Online Services described in the applicable Order), (2) the Agreement, (3) the Addendums, and (4) the Documentation.
- (d) Assignment. You may not assign, transfer or sublicense any of your rights or obligations hereunder, whether by



contract, operation of law or otherwise, without our prior written consent, except if the assignment is made to an affiliated entity or as part of a corporate reorganization, consolidation, merger, acquisition or sale of all or substantially all of your business and assets. We have the right to assign at any time our rights and obligations hereunder (subject to providing a notice to you) and to perform all or any part of our obligations hereunder through third party subcontractors or sub-processors (subject to the terms of the Data Processing Addendum, to the extent applicable). Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

- (e) Export Administration. The Online Services may be subject to export laws and regulations of Canada, U.S. and other jurisdictions, including those of your originating country. You agree to comply fully with such export laws and regulations to ensure that the Online Services are 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 or use the Online Services in a country subject to an embargo from Canada, the United States or your originating country.
- (f) Verification. Upon our written request, you will confirm to us in writing that the Online Services are being used in conformity with this Agreement and provide reasonable cooperation, information and documents in support of your confirmation. Should we discover any use of the Online Services in violation of these Terms, we reserve the right to terminate this Agreement in addition to such other rights and remedies that we may have herein or under applicable law.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) Dispute Resolution – MANDATORY ARBITRATION CLAUSE. The parties acknowledge and agree that any unresolved claim, dispute, or controversy (excluding any claims for injunctive relief) arising out of or in connection with this Agreement, or the breach or alleged breach thereof, will be treated 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 or any other language as may be mutually agreed. 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.



- (l) 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.

- (m) Language (applicable only to Customers 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. Without limiting the foregoing, the Customer acknowledges having obtained access to the French version of this Agreement at <https://devolutions.net/legal/online-services-terms> and that the French version of the Agreement will prevail in the event of any conflict, ambiguity or inconsistency with its English version. *Les parties conviennent et exigent expressément que cette Convention et tous les documents qui s'y rapportent soient rédigés en anglais. Sans limiter ce qui précède, le Client reconnaît avoir obtenu accès à la version française de la Convention au <https://devolutions.net/legal/online-services-terms>, et que la version française de la Convention aura préséance sur sa version anglaise en cas de conflit, d'ambiguïté ou d'incohérence.*



Annex – Online Services

The following Online Services are subject to the terms of this Agreement:

Free Online Services

- RDM Online Services, including:
 - Devolutions Online Drive
 - Devolutions Online Backup
- Devolutions Hub Personal
- Devolutions Send

Subscription-based Online Services

- Devolutions Hub Business