

Devolutions



Devolutions Trademark and Brand Use Policy

DEVOLUTIONS TRADEMARK AND BRAND USE POLICY

I. Purpose

This Trademark and Brand Use Policy (the “**Policy**”) sets forth the guidelines and limitations governing the use of Devolutions’ trademarks and brand assets. This Policy aims to preserve the integrity and uniformity of our trademarks and brand identity, ensure their appropriate usage across all channels, and safeguard our reputation and commercial interests. It is an integral part of our comprehensive agreements, which you may find at <https://devolutions.net/legal>. Should you disagree with this Policy, you shall refrain from using or displaying our Trademarks.

II. Definitions

Customer: means an individual or an organization that uses or purchases any Software Products and Services.

General Public: means any individual or organization that is not a Customer, a Partner, a Supplier or a Reseller.

Non-commercial: refers to activities or purposes that are not intended for generating sales, profits, or any other commercial advantage, whether directly or indirectly, for you or any other third party.

Partners and Suppliers: means third-party individuals and organizations with whom Devolutions has established formal business relationships, either to carry out a joint action in a business, project or event, or to provide products or services to Devolutions.


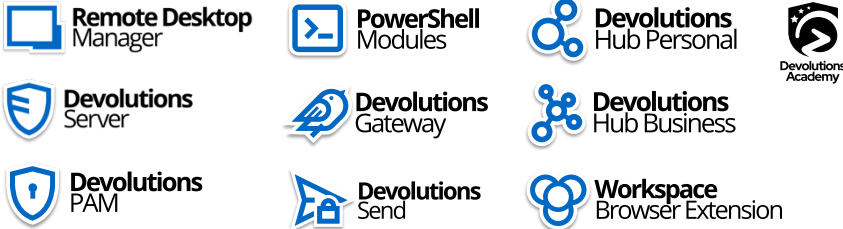
Resellers: means the third-party individuals and organizations participating in our Reseller program and authorized to resell Software Products and Services under a reseller agreement signed with Devolutions.

Software Products and Services: means all software, applications and services developed, distributed, or made available by Devolutions.

Trademarks (“marks”, “brand”): means the registered or unregistered trademarks, service marks, trade names, brand logos, designs and any other identifiable marks or visuals that are used to represent Devolutions or its Software Products and Services, and all intellectual property rights associated with those, including trademark rights, service mark rights, patents rights, copyrights, design rights and any rights to apply for registration (to the extent registrable) of any of the foregoing rights.

III. Devolutions Trademarks

Below is a list of registered and unregistered Trademarks owned and operated by Devolutions.

Word marks	<p>Control The IT Chaos® Devolutions® Where IT Meets Security™ Remote Desktop Manager Devolutions® Academy; Devolutions® Cloud; Devolutions® Gateway; Devolutions® Hub Business; Devolutions® Hub Personal; Devolutions® Launcher; Devolutions® PAM; Devolutions® PowerShell; Devolutions® Send; Devolutions® Server, Devolutions® Workspace</p>
Logo marks	
Word/Logo marks	

IV. Ownership and protection

You acknowledge that the Trademarks, along with the related intellectual property rights, are exclusively owned, controlled, or licensed by Devolutions, and are protected by Canadian, U.S., European and other national and international intellectual property laws and treaties. Your use of our Trademarks in conformity with this Policy does not grant you any ownership or other rights therein, except as expressly provided in this Policy. **All licenses granted by this Policy are non-exclusive, revocable, non-sublicensable and non-transferable.**

Adjustments and policy changes

We reserve the right, at our discretion and at any time without prior notice or liability, to (i) correct any error, inaccuracy, or omission in our Trademarks, (ii) change, modify, or update any of our Trademarks, (iii) register new Trademarks, and (iii) change, modify, add or remove portions of this Policy or of any rights or permissions granted hereunder.

Whenever we update this Policy, we will indicate the date on which the changes were made and became effective. Nevertheless, it is your responsibility to check periodically for changes affecting your authorized use of our marks

V. Use of our Trademarks

Formatting

Subject to the further restrictions below, Trademarks consisting of logos or word/logos are to be used in the format provided by Devolutions and/or as readily available on our [website media page](#). Therefore, you may not (i) alter, modify, or change the color scheme of the logos or word/logo Trademarks in any way, (ii) resize or distort them in a manner that compromises their integrity or visibility, (iii) use them in close proximity to or in combination with other trademarks or logos (or in any other manner) likely to create confusion with our Trademarks, or (iv) remove, modify or alter any trademark symbol or notice affixed next to a Devolutions Trademark.

Use by Customers

Devolutions grants Customers a non-exclusive, revocable, non-sublicensable, and non-transferable license that allows them to display our marks for the following Non-commercial purposes:

- to fulfill legal obligations, including but not limited to compliance with data protection laws and other legal or regulatory requirements;
- for internal purposes, such as in training materials, internal reports and presentations.

Customers shall not use our marks:

- in a way that may falsely imply an endorsement by Devolutions or the existence of a partnership between Customer and Devolutions, unless such an arrangement has been officially established;
- for external or commercial purposes not explicitly approved by Devolutions;
- in connection with illegal, objectionable, or inappropriate content.

Use by Resellers

In addition to the licenses and rights granted to Customers, authorized Resellers are permitted to use and display our marks to clearly inform their customers about the integration of Devolutions' Software Products and Services into their offerings.

Resellers shall not use our marks:

- in a way that may falsely imply an endorsement by, or an exclusive partnership with, Devolutions, or the application of such partnership in restricted markets or territories where the Reseller does not have distribution rights;
- as part of any URL or internet domain names, whether alone or in combination with any other words;
- in any promotional or marketing material that discredits or conveys false statements or misrepresentations about Devolutions or its Software Products and Services, or in any other manner that diminishes the value, goodwill or reputation of Devolutions' marks;
- in connection with illegal, objectionable, or inappropriate content.

Use by Partners and Suppliers

If you are a Partner or Supplier, your use of our marks may be governed by additional guidelines or a distinct agreement or code of conduct that may be in place with Devolutions. Otherwise, you may use and display our marks to showcase your partnership with us, including for events, integrations with our Software Products and Services, joint marketing campaigns, co-branded materials, and collaborations on industry publications or presentations, subject to the same licenses, rights, and usage restrictions that are extended to Customers and Resellers.

Use by the General Public

The General Public may use and display our marks for the following Non-commercial purposes:

- in the context of a review, blog, or article regarding Devolutions or its Software Products and Services, provided that such use remains honest, fair, unbiased, and that it does not misrepresent our brand and offerings;
- as a link to Devolutions' website or web pages, to the extent that the reference is relevant and that the link is not made from a website displaying illegal, objectionable, or inappropriate content.

Your use of our marks is subject to all restrictions that apply for Customers, Resellers, Partners and Suppliers.

Request permission

If you wish to use any of our marks in any other context, you can send us a request at legal@devolutions.net with the following details:

1. Contact information of the person or organization requesting use of the mark(s);
2. Clear description of the mark(s) to display and intended purpose of use;
3. Duration for which you intend to use the mark(s);
4. Details on how the mark(s) will be displayed or incorporated into your materials, if applicable.

VI. Other important information

We commit to defending and safeguarding our Trademarks against their unauthorized use, infringement, or dilution.

By using our Trademarks, you agree to comply with this Policy and to promptly correct and remedy any violation thereof upon reasonable notice from Devolutions, failing which we reserve the right to enforce this Policy through legal proceedings, which may include filing a removal or takedown request or a claim for damages.

Other intellectual property

While this Policy primarily addresses the acceptable use of Devolutions' Trademarks, it is important to recognize that our website and our Software Products and Services encompass a broad range of intellectual property rights that extend beyond our Trademarks.

Websites, forums, and blogs

You acknowledge that our website located at <https://devolutions.net>, as well as all content, information and data made available or posted thereon is the exclusive property of Devolutions. Your access and use of it is governed by our [Website Terms of Use](#).

Software Products and Services

Your use of, or access to, our Software Products and Services is subject to the terms of the applicable End User License Agreement (EULA) or Terms of online services (TOS) or other relevant agreements available on our [website](#).



Reporting misuse of our Trademarks

If you have any question or complaint regarding the application of this Policy, or if you want to report any violation or misuse of our marks, you may contact our legal department at:

Devolutions inc.
Attn: VP Legal Affairs
1000 Notre-Dame Street
Lavaltrie, Québec, J5T 1M1
legal@devolutions.net

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