

End User License Agreement

BY 1. DOWNLOADING, INSTALLING, COPYING, ACCESSING OR USING THIS SOFTWARE, 2. BY CLICKING A FIELD OR BOX INDICATING ACCEPTANCE, OR BY 3. EXECUTING AN ORDER FORM THAT REFERENCES TO THESE TERMS, YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY AND ITS AFFILIATES TO THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS: DO NOT DOWNLOAD, INSTALL, COPY, ACCESS OR USE THE SOFTWARE, AND RETURN THE SOFTWARE AND PROOF OF ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED THEM.

In this End User License Agreement (the “Agreement”), capitalized words and terms have specific meanings that are defined throughout the body of the Agreement. This Agreement is between you and/or your Affiliates (“**You**” or the “**Customer**”) and the Blanco entity that is contracting with You based on the country or Blanco’s sales region or the country where You have purchased and/or received the license to use the Software as indicated in the relevant quote or purchase order (“**Blanco**”).

The software application licensed in this Agreement includes all or any of the features of the application, computer software and digital assets, the data supplied with it, the associated media, printed materials, purchase information and online **OR** electronic documentation and/or any of the related services (the “**Application**”). The download and use of the Application may be subject to any rules or policies (the “**App store Rules**”) applied by any software application store provider or operator from whose site (the “**App store**”) You downloaded the Application.

Unless otherwise stated in the relevant quote, purchase order or Agreement, immediately below is the name of the Blanco entity that is contracting with you based on the country or Blanco’s sales region where You are located. In the alternative, you may be engaging with the Blanco designated distributor in your country.

AMERICAS

Canada: Your Agreement is with Blanco Technology Group Canada Inc., a company incorporated under the laws of Canada.

United States and rest of Americas: Your Agreement is with Blanco U.S. LLC, a company incorporated under the laws of the State of Delaware, USA.

EMEA

Germany, Switzerland, Austria, Czech Republic and Poland: Your Agreement is with Blanco Central Europe GmbH, a company incorporated under the laws of Germany.

Sweden, Denmark and Norway: Your Agreement is with Blanco Technology Group Sweden AB, a company incorporated under the laws of Sweden.

France and its neighbouring and overseas territories like Spain, Portugal and Italy, Cyprus, Malta, Greece and Francophone Africa (Algeria, Benin, Burkina Faso, Cameroon, Ivory Coast, Djibouti, Gabon, Madagascar, Morocco, Mauritania, Niger, Rwanda, Senegal, Seychelles, Chad, Togo, Tunisia) : Your Agreement is with Blanco France SAS, a company incorporated under the laws of France

Netherlands, Belgium and Luxembourg: Your Agreement is with Blanco (Software) Netherlands B.V., a company incorporated under the laws of Netherlands.

UK: Your Agreement is with Blanco UK Limited, a company incorporated under the laws of England & Wales

Finland and rest of EMEA/MENA: Your Agreement is with Blanco Oy Ltd, a company incorporated under the laws of Finland.

Ireland: Your Agreement is with Blanco Technology Group Ireland Ltd, a company incorporated under the laws of Ireland.

ASIA

Japan and South Korea: Your Agreement is with Blanco Japan Inc, a company incorporated under the laws of Japan. Please note that in Korea, we have a branch office of Blanco Japan Inc.

China: Your Agreement is with Blanco Technology (Beijing) Co., Ltd., a company incorporated under the laws of China or a Blanco distributor company in China as designated by Blanco

India: Your Agreement is with Blanco (Software) India Private Limited, a company incorporated under the laws of India.

Australia and New Zealand: Your Agreement is with Blanco Australasia Pty Limited, a company incorporated under the laws of Australia.

Singapore, Vietnam, Philippines, Hong Kong and rest of Asia: Your Agreement is with Blanco APAC PTE Limited, a company incorporated under the laws of Singapore.

Malaysia Thailand, Indonesia: Your Agreement is with Blanco SEA SD Bhd, a company incorporated under the laws of Malaysia.

“Affiliates” means, with respect to a party, any corporation or other business entity Controlled by, Controlling or under common Control with that party; whereby “Control” means the direct or indirect ownership of more than 50% (fifty percent) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

“Intellectual Property Rights” means any patent, invention, utility model rights, database right, copyright, design right, registered design or other rights of a similar nature and any trademarks and/or trade names (whether registered or unregistered) and any applications for any of the aforementioned, and rights in any know-how, trade secrets or other confidential information or any other intellectual property right.

“Software” means each Blanco software program licensed by Blanco or its Affiliates, including any modifications, as indicated in the relevant quote or purchase order.

License grant

Subject to the terms and conditions of this Agreement, Blanco hereby grants to You a non-exclusive, non-transferable, non-perpetual right to use the Software solely for your own internal operations. For the purpose of this Agreement, use of the Software means to access, install, download, copy or otherwise benefit from using the Software during the license term according to the license type agreed in the relevant quote or purchase order, and/or further described in Appendix 1 to this Agreement. The Software is owned by Blanco and/or its licensors and are copyrighted and licensed, NOT SOLD.

1. Your obligations

1.1 In using the Software, or any part of it, You shall:

- (a) ensure that the Software is installed on designated equipment(s) only.
- (b) notify Blanco as soon as You becomes aware of any unauthorized use of the Software by any person.
- (c) permit Blanco to inspect any records kept in connection with this license, for the purposes of ensuring that You are complying with the terms of this license. Blanco will provide reasonable advance notice to You of such inspections, which shall take place at reasonable times.
- (d) NOT use or access the Software (i) if You are or become a competitor of Blanco for any of its Software or services, except with Blanco’s prior written consent, or (ii) for purposes of competitive benchmarking or similar purposes.
- (e) NOT be entitled to license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the Software in any way;
- (f) to the maximum extent such restriction is permitted by applicable law, NOT modify, decompile, reverse assemble, reverse engineer, translate or disassemble, or make derivative works based on, any part of the Software for any reason or purpose.
- (g) at all times comply with all applicable laws and regulations in the jurisdiction in which You use the Software, including, but not limited to, applicable restrictions concerning data privacy, data retention, copyrights and other intellectual property rights. You will indemnify Blanco and its Affiliates against any claim brought against Blanco in respect of any such contravention by You.
- (h) not mirror or frame any part of the Software, other than framing on Customer’s own intranets or otherwise for its own internal business purposes or as expressly agreed to in writing between the Parties.
- (i) use the Software only in accordance with the Blanco user manual and support documentation in effect at the time of such use, and promptly accept any software updates made available to You. Failure to accept any software updates may impact the performance of the Software.

2. Blanco Mobile Solutions Applications (“Mobile Application”)

The Mobile Application may use location technology such as GPS, Wi-Fi, Cell ID or IP Address to provide features of the Mobile Application. In order to enable us to use your location, we require your prior consent. If no consent is provided, then we may not be able to provide some of the features of the Mobile Application that require the use of such location technology. You can change your location technology preferences via the setting application on your device.

You accept that we and/or our partners, subcontractors or representatives may communicate with you in order to provide the Mobile Application and related services to you, such communication may be phone, e-mail, post or text or through the use of push notification to your device using the contact details provided by you or our partners. In order to enable us to send you notifications, we need your consent. This consent is managed via the operating system for the device. If no consent is provided, we will not be able to provide some of the features of the Mobile Application that require the use of notifications.

3. Support and training

Blanco's policy for providing support in relation to the Software shall be available at <https://support.blanco.com/> or such other website address as may be notified to You from time to time ("Support Services Policy"). Blanco will provide the Customer with its support services during the normal business hours in accordance with the support plan purchased by the Customer and the Support Services Policy in effect at the time of the Services. Blanco may amend the Support Services Policy in its sole and absolute discretion from time to time.

4. Modifications

Blanco shall have the right to update, to provide new functionality or otherwise change the design of any Software or to discontinue the manufacture or sale of any Software in its absolute discretion without any liability to You. Blanco's policy for providing support in relation to any old version of the Software or the discontinued Software shall be available at <https://support.blanco.com/> or such other website address as may be notified to You from time to time ("Support Lifecycle Policy"). Blanco may amend the Support Lifecycle Policy in its sole and absolute discretion from time to time.

5. Intellectual Property Rights

You acknowledge that all Intellectual Property Rights in the Software and any related services belong and shall belong to Blanco and/or the relevant third-party owners (as the case may be), and the Customer shall have no rights in the Software other than the right to use it in accordance with the terms of this license (and/or any related third-party license). The structure, organization, and source code of the Software are the valuable trade secrets and confidential information of Blanco and/or the relevant third-party owners. All rights not expressly granted herein are reserved by Blanco and/or the relevant third-party owners. "Blanco" is a registered trademark of Blanco Technology Group and/or its Affiliates. Other Blanco related logos, product names, and service names are also trademarks of Blanco Technology Group and/or its Affiliates.

6. Third-Party Software

The Software may contain freely available and distributable and/or open-source software and other copyrighted material by third parties ("**Third-Party Software**"). The Third-Party Software are exclusively subject to the terms, conditions and obligations of the applicable to such Third-Party Software license.

7. Confidentiality

7.1 "Confidential Information" means all information (whether written, oral or in electronic form) concerning the business and affairs of either party that the other party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement.

7.2 A party receiving Confidential Information (the "**Recipient**") shall keep in strict confidence all such Confidential Information of the other party (the "**Discloser**"). Both Parties agree that the Confidential

Information undertakings in this Agreement and shall remain in force and effect regardless of any termination and/or expiration of this Agreement.

7.3 The Parties shall:

(a) keep such information confidential and shall not disclose it to any third party; and (b) use such information only in so far as is necessary to perform this Agreement.

7.4 The Recipient shall be responsible for any unauthorized disclosure or use of the Discloser's Confidential Information made by any of its employees, officers, agents, representatives or subcontractors and shall take all reasonable precautions to prevent such unauthorized disclosure or use.

7.5 The above restriction as to disclosure and use shall not apply to Confidential Information which:

- (a) the Recipient can demonstrate by documentary evidence has been in its possession prior to disclosure by the other party and not subject to any other obligations as to confidentiality.
- (b) is required to be disclosed by law, regulation or pursuant to an order of a competent authority, or
- (c) at the time of receipt by the receiving party, is already in the public domain.

8. Personal Data

Blanco hereby agrees that it will maintain the appropriate technical and operational safeguards for protection of your data and any user data (together: "Customer Data"), as further specified in Blanco's Data Privacy Policy at <https://www.blanco.com/privacy-policy/>.

Blanco shall retain any Customer Data on its systems and (cloud) environment only for the period as reasonably necessary to accomplish the intended purpose for which such Customer Data was stored in the provision of the Software and Services to you and as set forth in this Agreement. Following the termination and/or expiration of this Agreement, it will remain Your responsibility to timely download transfer or have destroy any of the Customer Data remaining with us such in accordance with your company data retention policies and applicable laws and regulations. Blanco shall have no further liability as to such return, transfer or destruction of Customer Data, following the termination and/or expiration of the Agreement.

If and to the extent that any Personal Data from the European Economic Area (EEA), the United Kingdom or Switzerland are processed by Blanco, the Standard Contractual Clauses shall apply. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each considered the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an order, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement. In the event that the locally governing law and jurisdiction requires a different Agreement and/or set-up, the Parties will negotiate and conclude the necessary documentation and take the required measures without undue delay.

The above notwithstanding, you consent that Blanco may collect user information regarding the use of the Software as needed for reporting and billing purposes and may collect anonymous user data to enable error fixing, product development and other analysis and sales purposes. Any personal data will only be processed in accordance with the privacy policy available at <https://www.blanco.com/privacy-policy/>.

9. Disclaimer Proper Use

PLEASE NOTE THAT YOUR USE OF THE SOFTWARE AND RELATED SERVICES COULD RESULT IN THE PERMANENT ERASURE OF ALL (OR SPECIFIED) DATA AND FILES IN YOUR HARD DRIVE, COMPUTER SYSTEM, ELECTRONIC OR DIGITAL STORAGE OR MOBILE DEVICE AND THAT YOU SHALL HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP YOUR DATA OR THIRD- PARTY DATA UNDER YOUR CONTROL IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE. BLANCCO SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA.

10. Blanco's Indemnification of You

Blanco warrants that, any part of the Software shall not, when used by You in accordance with this Agreement, infringe any intellectual property rights of a third party in the country of delivery. Blanco may, at its option, either defend or settle any claim made against You by a third party alleging that the Software, except Third Party Software, infringes a right of a third party, or Blanco may pay the costs and damages finally awarded against You by a competent court or an out-of-court settlement; But only upon these conditions that (i) You will notify Blanco within thirty (30) days of receipt of any third party claim; (ii) Blanco will be granted the exclusive right to arrange any defense or settlement; and (iii) You will not make any statement contradictory to the interests of Blanco in connection with such claim.

11. Limited Warranty

Blanco warrants for a period of ninety (90) days from the date of delivery, or in case of a Subscription and/or support Agreement, for the duration of that Agreement in accordance with the relevant terms, that each unmodified copy of the Software will perform in all material respects in accordance with the corresponding user manual or documentation. You agree that such user manual or documentation may be supplied only in the English language unless the local law requirement says otherwise. Any updates provided by Blanco shall be covered by this limited warranty for the remainder of the applicable warranty and support period as set forth above. or. For any breach of the warranty, your exclusive remedy, and Blanco's entire liability, shall be the correction of the Software errors that cause breach of the warranty. THE WARRANTY ABOVE IS UNIQUE AND IS INSTEAD OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND BLANCCO DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS. CUSTOMER MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. BLANCCO DOES NOT SEEK TO LIMIT CUSTOMER'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY SUCH APPLICABLE LAW.

12. Limitation of Liability

12.1 IN ANY EVENT, BLANCCO, ITS AFFILIATES AND/OR ITS AUTHORIZED DISTRIBUTORS AND RESELLERS SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF PROFITS, REVENUE OR DATA, THIRD PARTY CLAIMS, BUSINESS INTERRUPTION, LOSS RESULTING FROM SUBSTITUTE PURCHASE OF GOODS, OR OTHER SIMILAR LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF BLANCCO OR ITS AUTHORISED DISTRIBUTORS AND RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 IN ANY EVENT, THE AGGREGATE LIABILITY WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHER THEORY OF BLANCCO, ITS AFFILIATES, ITS AUTHORIZED DISTRIBUTORS AND RESELLERS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED 100% (ONE HUNDRED PERCENT) OF THE TOTAL (LICENSE) FEE(S) PAID OR PAYABLE BY YOU UNDER THE AGREEMENT.

12.3 THESE LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

13. Term of Agreement and Termination

This Agreement will commence on the date as set forth in the order, quote, and/or acceptance by the customer of the Software, whichever is earlier. Either Party may terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days written notice to the other Party of such termination and specifying the effective date thereof. Blanco may terminate your license immediately if you materially breach the terms of this Agreement. Upon such termination, you shall promptly return or destroy all copies of the Software and related documentation. Any terms of this Agreement that by their nature should survive the termination of this Agreement shall survive such termination.

Unless agreed otherwise in the applicable order, quote or an Agreement, this Agreement shall automatically renew for subsequent period of the same lengths of the initial term, unless either party gives the other party written notice of termination at least (90) ninety days prior to the expiration of the current term. For every subsequent annual renewal of any Volume or Subscription licenses, Blanco reserves the right to adjust the price of the licenses of its Products by the greater of (i) 5% or (ii) the then current Consumer Price index/Annual Inflation rate in effect at the time of such renewal.

14. Taxes and Duties

It is understood and agreed between the Parties that You are responsible for any (sales) tax, import and/or export duties and governmental fees associated with your quote and/or order (together: "Taxes"). You shall be solely responsible for the payment of any and all Taxes levied on account of any amount invoiced and/or paid under this Agreement. If applicable, Blanco will provide You with an invoice where any Taxes are shown separately.

15. General

15.1 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall still remain in full force and effect as long as its economic and legal intentions are not adversely affecting any party in any manner.

15.2 Waiver

A waiver of any right under this Agreement is only effective if it is in writing and such waiver should apply only to the party to whom it is addressed and for such situations.

15.3 Force Majeure

Blanco shall have no liability to You under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events,

omissions or accidents beyond its reasonable control, which also include strikes, lockouts or other industrial disputes (whether involving the workforce of Blanco or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, pandemics and/or public health calamities, government issued travel restrictions, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. Blanco shall notify the Customer of such an event and its expected duration.

15.4 No partnership or Agency

Nothing in this Agreement is intending to create a partnership between the parties or authorize either party to act as agent for the other. Neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (which may include the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.5 Notice

Notices in connection with this Agreement by either party shall be in writing and shall be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL). Notices from Blanco to You will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Blanco, or (b) in the case of notices by mail or delivery service, five (5) days after sending by regular post or delivery service to the address provided to Blanco. Notices from You to Blanco will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Blanco at) the email addresses stated in the order, or (b) in the case of notices by mail or delivery service, when received by Blanco at the address stated in the order.

15.6 Export control

You acknowledge that the Software may be subject to applicable U.S., E.U. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as any end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.

By using the Software and/or Application, you represent and warrant that (a) you are not located in a country that is subject to a U.S. and E.U government embargo, or that has been designated by the U.S. or the E.U. government as a "terrorist supporting" country; and (b) you are not on any U.S. or E.U government list of prohibited or restricted parties.

15.7 Entire Agreement

This Agreement specifies the entire Agreement between You and Blanco relating to the subject matter hereof and it supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered herein. Nothing contained in any purchase order submitted by a party other than order dates, identity, location, quantity and price shall in any way serve to modify or add to the terms of this Agreement.

16. Governing Law and Jurisdiction

This Agreement, and any disputes arising from it, will be governed exclusively by the applicable governing law and jurisdiction of the country and place of business of the Blanco entity whom you

have an Agreement and/or transact business with (as listed above), without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts located in the applicable venue below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Agreement or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Regardless of the below governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach.

17. Languages

Terms may be drafted in different languages. English version shall always be the official version and in case of conflict between English and other language versions, the English version shall always prevail.

APPENDIX 1- LICENSE TYPE

1. Evaluation License

If the Software has been provided to You as evaluation license, trial license or other similar designation as identified in the relevant quote or purchase order or is licensed to You for evaluation or trial purposes ("Evaluation Software"), then the provisions of this section apply and shall supersede any other conflicting term of this Agreement.

1.1 Your non-exclusive, non-transferable, limited license to use the Evaluation Software shall be solely for evaluation purposes and is limited to thirty (30) days from the date of delivery unless otherwise agreed to in writing by Blanco. The Customer acknowledges that the Evaluation Software is not intended for production or commercial use, but only for evaluation and testing purposes.

1.2 During the term of the Evaluation License, the use of license and related services may be limited to a specific site, hardware or contracting entity as identified in the relevant quote or purchase order, and unless otherwise agreed, an Evaluation License does not cover use by any of Your Affiliates.

1.3 THE EVALUATION SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLANCO DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE EVALUATION SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

ANY USE OF EVALUATION SOFTWARE IS ENTIRELY AT CUSTOMER'S OWN RISK AND BLANCO WILL NOT BE LIABLE FOR ANY LOSS OF DATA.

2. Subscription

If the Software has been provided to You as a subscription license where the usage is limited to a specific period as agreed and identified in the relevant quote or purchase order ("Subscription"), then the provisions of this section apply and shall supersede any other conflicting term of this Agreement.

2.1 Unless otherwise agreed to in writing in the relevant quote or purchase order, the Subscription is purchased for the term stated in the relevant quote or purchase order.

2.2 During the term of the Subscription the use of license and related services may be limited to a specific site, hardware or contracting entity as identified in the relevant quote or purchase order, and unless otherwise agreed, a Subscription does not cover use by any of Your Affiliates.

2.3 You agree that any purchases done are not conditional to any expected future functionality or features Software, or dependent on any oral or written public comments made by Blanco.

2.4 Unless otherwise agreed to in writing in the relevant quote or purchase order, the scope of the Subscription is determined by the Assets Under Management agreed at the time of purchase. Within the agreed scope, your usage of the Software under the Subscription is unrestricted, however subject to the fair usage policy ("FUP") below and other limitations herein ("Legitimate Use").

2.5 The following is a non-exhaustive list of practices that would not be considered Legitimate Use:

- (a) Re-selling, sublicensing, distributing, leasing Subscription, unless otherwise agreed to by Blanco in writing.
- (b) Sharing Subscriptions with third parties, unless otherwise agreed to by Blanco in writing.
- (c) Unusual use patterns inconsistent with normal subscription use.
- (d) Other practices that may be relevant in determining the Legitimate Use and Blanco reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination.

2.6 The FUP obligates You to inform Blanco without delay if the scope of the Subscription has materially changed from the Assets Under Management agreed at the time of purchase. Blanco may revisit the cost of the subscription to cover the expanded scope.

2.7 Blanco reserves the right to request and conduct audits in case of a (suspected) breach of the FUP and/or Legitimate Use obligations. Any such audits shall, however, be (i) limited in scope and time for the sole purposes to confirm compliance with the FUP and/or Legitimate Use obligations only, (ii) subject to prior confidentiality undertakings between the Parties and (iii) conducted in a manner that will reasonably lead to a minimal disruption of your business operations.

2.8 Blanco may at its sole option, (i) terminate its relationship with You, or (ii) may suspend Your Subscription immediately, (iii) issue an invoice for additional quantities subject to the invoicing and payment terms set forth herein, if it determines that You are using Your Subscription contrary to the FUP or Legitimate Use of this Agreement. Where reasonable, Blanco will provide You with prior notice of improper usage before the suspension or termination of Your subscription and, at Blanco's discretion, Blanco may offer You an alternative subscription. The Subscription may not be converted to a perpetual license under any circumstances.

3. Volume License

3.1. If the Software has been provided to You as a volume license where the usage is limited to a specific volume of license and/or for an agreed Term as identified in the relevant quote or purchase order ("Volume License"), then the provisions of this section apply and shall supersede any other conflicting term of this Agreement.

3.2. During the term of the Volume License, the use of license and related services may be limited to a specific site, hardware or contracting entity as identified in the relevant quote or purchase order, and unless otherwise agreed, a Volume License does not cover use by any of Your Affiliates.

3.3 In case of data erasure related products, unless otherwise provided in the relevant quote or purchase order, each time the Software is initiated to perform a task, such as an erasure, a license will be consumed, and the remaining pool of the purchased license will be reduced.

3.4 In case of mobile diagnostics related products, unless otherwise provided in the relevant quote or purchase order, each time the Software is initiated to perform a task, such as a diagnosis, a license will be consumed and therefore remaining pool of the purchased license will be reduced.