

End User License Agreement

By clicking "Accept" or "Yes" in response to the electronic software license agreement (this "Agreement") inquiry, or by installing or downloading the Software, Licensee, and its employer as applicable (collectively the "Licensee"), confirm acceptance of and agreement to the terms and conditions of this Agreement. This action legally binds Licensee and Blancco, including any terms, conditions, and restrictions in any related order. If Licensee does not agree to the terms and conditions of this Agreement, do not download, install, or use the Software.

The Software 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 download and use of the Software may be subject to any rules or policies (the "**App Store Rules**") applied by any application store provider or operator from whose site (the "**App Store**") Licensee downloaded the Software.

1. Definitions

"Affiliates" means, with respect to any 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.

"Blancco" or "Blancco Group" means any of the following Blancco entities as designated in the relevant order form, quote or agreement: Blancco Technology Group Canada Inc., Blancco U.S. LLC, Blancco Central Europe GmbH (for Germany, Switzerland, Austria, Czech Republic and Poland), Blancco Technology Group UK Ltd (for United Kingdom), Blancco Technology Group Sweden AB (Sweden, Denmark and Norway), Blancco France SAS (for France, Spain, Portugal, Italy, Cyprus, Malta, Greece and Africa), Blancco (Software) Netherlands B.V. (for Netherlands, Belgium and Luxembourg), Blancco Oy Ltd (For Finland and rest of EMEA/MENA), Blancco Technology Group Ireland Ltd. (Ireland), Blancco Japan



Inc. (Japan and South Korea), Blancco Technology (Beijing) Co. (for China), Blancco (Software) India Private Ltd. (India), Blancco Australasia Pty Limited (for Australia and New Zealand), Blancco APAC PTE Ltd. (for Singapore Vietnam, Philippines, Hong Kong and rest of Asia), and Blancco SEA SD Bhd (for Malaysia, Thailand, Indonesia). In the alternative, Licensee may be engaging with the Blancco designated partner in Licensee country.

"Documentation" means the then-current printed and digital user manual(s), support documentation, Blancco Support Portal help files, and any other technical documentation for such computer software program(s) made available by Blancco.

"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 Blancco software program licensed by Blancco or its Affiliates, and the Documentation for which Licensee has paid the applicable license fees, and any modified or updated versions of any of the foregoing made available to Licensee pursuant to Licensee's purchase of either a time-based subscription license, or a volume and consumption-based license, under the same terms and conditions. For purposes of clarity, the defined term, "Software" includes the Software Development Kit (SDK) when the Licensee is granted access to the SDK by Licensee as set forth in this Agreement.

"Term" means the Software license or Subscription term period as specified in the relevant order form, quote, or agreement.

2. License grant

Blancco hereby grants to Licensee a non-exclusive, non-transferable, non-perpetual right to use the Software solely for Licensee's own internal operations. For the purposes 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. The Software is owned by Blancco and/or its licensors and



are copyrighted and licensed, NOT SOLD. For the sake of clarity, granted Software licenses shall automatically expire at the end of the Term.

3. Licensee obligations

- 3.1. In using the Software, or any part of it, Licensee shall:
- (a) ensure that the Software is installed on designated equipment(s) only.
- (b) notify Blancco as soon as Licensee becomes aware of any unauthorized use of the Software by any person.
- (c) permit Blancco to inspect any records kept in connection with this license, for the purposes of ensuring that Licensee is complying with the terms of this license. Blancco will provide reasonable advance notice to Licensee of such inspections, which shall take place at reasonable times.
- (d) NOT use or access the Software (i) if Licensee is or becomes a competitor of Blancco for any of its Software or services, except with Blancco'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 Licensee uses the Software, including, but not limited to, applicable restrictions concerning data privacy, data retention, copyrights, and other intellectual property rights. Licensee will indemnify Blancco and its Affiliates against any claim brought against Blancco in respect of any such contravention by Licensee.
- (h) not mirror or frame any part of the Software, other than framing on Licensee'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 Blancco user manual and support documentation in effect at the time of such use, and promptly accept any software updates made available to Licensee. Failure to accept any software updates may impact the performance of the Software.



(j) not, nor will it permit its Authorized Users to remove or otherwise alter any proprietary notices or labels from the Software or the Documentation, or any portion thereof.

4.Blancco 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 Blancco to use Licensee location, Licensee prior consent is required. If no consent is provided, then Blancco may not be able to provide some of the features of the Mobile Application that require the use of such location technology. Licensee can change Licensee location technology preferences via the setting application on Licensee device.

Licensee accepts that Blancco and/or our partners, subcontractors or representatives may communicate with Licensee in order to provide the Mobile Application and related services to Licensee. Such communication may be by telephone, e-mail, post, or text or through the use of push notification to Licensee a device using the contact details provided by Licensee or our partners. In order to enable Blancco to send Licensee notifications, Licensee consent is required. This consent is managed via the operating system for the device. If no consent is provided, Blancco will not be able to provide some of the features of the Mobile Application that require the use of notifications.

5. Support and Training

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

6. Modifications, Maintenance and Updates

Blancco shall have the right to update any Software, 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 Licensee. Blancco's policy for providing



support in relation to any old version of the Software or the discontinued Software shall be available at https://support.blancco.com/ or such other website address as may be notified to Licensee from time to time ("Support Lifecycle Policy"). Blancco may amend the Support Lifecycle Policy in its sole and absolute discretion from time to time. Blancco shall maintain, service and update the Software and Platform on an ongoing basis and make available to the Customer the most recent releases of the Software and/or Platform during the Agreement Term.

7. Intellectual Property Rights

Licensee acknowledge that all Intellectual Property Rights in the Software and any related services belong and shall belong to Blancco and/or the relevant third-party owners (as the case may be), and the Licensee 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 Blancco and/or the relevant third-party owners. All rights not expressly granted herein are reserved by Blancco and/or the relevant third-party owners. "Blancco" is a registered trademark of Blancco Technology Group and/or its Affiliates. Other Blancco-related logos, product names, and service names are also trademarks of Blancco Technology Group and/or its Affiliates.

8. 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"). Third Party Software shall be subject to the relevant Third-Party Software license terms

9. Confidentiality

Each party to this Agreement agrees to keep confidential and to use only for purposes of performing its obligations under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement that is (i) marked as confidential, (ii) is identified at the time of disclosure as confidential, or (iii) that would reasonably be considered confidential or proprietary in nature. The obligation of confidentiality shall not apply to information that is publicly available through authorized disclosure, or information that is required to be disclosed by law, government order, or request to be disclosed (provided



that the receiving party shall give reasonable advance written notice to the other party prior to such disclosure and an opportunity, at the objecting party's expense, to take legal steps to resist or narrow such request). Licensee acknowledges and agrees that the Software shall be deemed as Blancco's confidential information. Each party's obligations of nondisclosure with regard to proprietary or confidential information are effective as of the date such information is first disclosed to the receiving party and will expire five (5) years thereafter; provided, however, with respect to any proprietary or confidential information that constitutes a trade secret (as determined under applicable laws), such obligations of nondisclosure will survive the termination or expiration of this Agreement for as long as such proprietary or confidential information remains subject to trade secret protection under applicable laws.

10. Personal Data

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

Blancco shall retain any Licensee Data on its systems and (cloud) environment only for the period as reasonably necessary to accomplish the intended purpose for which such Licensee Data was stored in the provision of the Software and Services to Licensee and as set forth in this Agreement. Following the termination and/or expiration of this Agreement, it will remain Licensee responsibility to timely download, transfer or destroy any of the Licensee Data remaining with Blancco in accordance with Licensee company data retention policies and applicable laws and regulations. Blancco shall have no further liability as to such return, transfer or destruction of Licensee 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 Blancco, the Standard Contractual Clauses shall apply. For the purposes of the Standard Contractual Clauses, Licensee and its applicable Affiliates are each considered the data exporter, and Licensee'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. In the event that the locally governing law and



jurisdiction requires a different Agreement and/or set-up, Blancco (and/or its Affiliates) and Licensee will negotiate and conclude the necessary documentation and take the required measures without undue delay.

The above notwithstanding, Licensee consents that Blancco 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.blancco.com/privacy-policy/.

11. Disclaimer Proper Use

PLEASE NOTE THAT LICENSEE'S USE OF THE SOFTWARE AND RELATED SERVICES COULD

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

12. Blancco's Indemnification of Licensee

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



13. Limited Warranty

Blancco 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. Licensee agrees 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 Blancco shall be covered by this limited warranty for the remainder of the applicable warranty and support period as set forth above. For any breach of the warranty, Licensee exclusive remedy, and Blancco's entire liability, shall be the correction of the Software errors that cause breach of the warranty. THE WARRANTY ABOVE IS UNIQUE AND SUPERSEDES 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. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LAW, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. BLANCCO DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY RIGHTS TO ANY EXTENT NOT PERMITTED BY SUCH APPLICABLE LAW.

Unless documented otherwise in an Agreement, Licensee remains responsible for backing up all data or reports produced by the Software, and for providing an operating environment for the Software as specified in the Documentation.

14. Limitation of Liability

14.1. 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.

14.2. 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 LICENSEE UNDER THE AGREEMENT.

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

15. Term of Agreement and Termination

This Agreement will commence and terminate on the dates as set forth in the order, quote, and/or acceptance by the Licensee of the Software, whichever is earlier. Except as otherwise specified in the order form, quote, and/or written acceptance by the Licensee, any subscriptions will automatically renew for additional one-year term, unless either party gives the other written notice at least 60 (sixty) days before the end of the relevant subscription term. Except as expressly provided in the applicable order form, renewal will always be at Blancco's then applicable list price in effect at the time renewal. Promotional discounts will not be automatically renewed.

Either party may terminate the Agreement immediately if the other party materially breaches the terms of this Agreement. Upon such termination, the breaching party shall promptly return or destroy all copies of the Software and related documentation to the non-breaching party. Any terms of this Agreement that by their nature should survive the termination of this Agreement shall survive such termination. Blancco shall terminate the Agreement in the event Licensee fails to pay any undisputed amount under the Agreement within thirty (30) days after the due date. Upon termination of due to non-payment, Blancco shall immediately revoke Licensee's access to all cloud services provided under the Agreement. Licensee acknowledges



and agrees that such revocation of access is a necessary and appropriate remedy for non-payment and does not relieve Licensee of its obligation to pay any outstanding fees or charges.

16. Payment and Taxes

Licensee will pay the fees for the Software and Support Services in accordance with the payment terms stated in the Order Form. Licensee's purchases are non-cancellable and payment for the Software is non-refundable, except as otherwise stated in this Agreement. Licensee will pay or reimburse Blancco for all federal, state, and local taxes, including sales, use, gross receipts, VAT, levy, GST, or similar transaction taxes imposed on Licensee's purchase of the Software ("Taxes"), unless Licensee provides Blancco with a valid tax exemption certificate. All taxes payable by Licensee will be separately stated and exclusive of the fees. Licensee 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, Blancco will provide Licensee with an invoice where any Taxes are shown separately.

17. General

17.1. 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.

17.2. 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.

17.3. Force Majeure

Blancco shall have no liability to Licensee 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 Blancco or



any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, pandemic and/or public health calamity, 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. Blancco shall notify the Licensee of such an event and its expected duration.

17.4. 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).

17.5. Export control

Licensee acknowledges 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. Licensee agrees 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, Licensee represents and warrants that (a) Licensee is not located in a country that is subject to a U.S. or 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) Licensee is not on any U.S. or E.U. government list of prohibited or restricted parties.

17.6. Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

blancco

17.7. Entire Agreement

This Agreement specifies the entire Agreement between Licensee and Blancco 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.

18. Assignment

Neither party may assign, transfer, charge, subcontract or deal in any other manner with all or

any of its rights or obligations under this Agreement without the prior written consent of the

other party and shall in any event remain liable for the proper and timely performance of its

obligations pursuant to this Agreement, but nothing in this Agreement shall prevent or restrict

either party from assigning, transferring or otherwise disposing of all or any of its rights or

obligations hereunder to a party's Affiliate or to any legal entity which succeeds to all or part

of the business or assets of either party.

19. Compliance

Upon request by Blancco, the Licensee will certify in writing that its use of the Software or

Services is in compliance with the terms of this Agreement and the EULA.

20. Publicity

Blancco may refer to the Licensee's name and logo on its website or in marketing materials

subject to any trademark usage guidelines provided by the Licensee from time to time. The

Licensee may revoke its consent at any time by notifying Blancco in writing.

21. Third Party Rights

A person or entity who is not a party to this Agreement shall not have any rights under or in

connection with it.

Blancco EULA v. 4.0.



22. 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 Blancco entity with whom Licensee has an Agreement and/or transacts business with. The 1980 United Nations Convention on Contracts for the International Sale of Goods, any state's enactment of the Uniform Computer Information Transactions Act, and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement). The courts located in the applicable venue 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 governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach.

23. Languages

Terms may be drafted in different languages. The 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.

24. Evaluation License

The terms of this Section 24 apply to installations of the Software in a non-production environment for a limited time period under the terms and conditions of this Agreement, during which an Authorized User may evaluate the Software for use in support of Licensee's internal business operations (such Software, the "Evaluation Software").

Blancco grants Licensee a non-exclusive, non-transferable license to (i) install the Evaluation Software on Licensee's internal server in the country to which such Evaluation Software is delivered, and (ii) use the Evaluation Software for the sole purpose of internally evaluating the Software, for a period agreed to in writing between Licensee and Blancco, or the period specified in the applicable license key delivered to Licensee for the Evaluation Software and any extensions thereto (the "Trial Period"). Licensee may not make use of the Evaluation Software, for any commercial or production purposes.



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. BLANCCO DOES NOT WARRANT THAT THE LICENSEE'S USE OF THE EVALUATION SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ANY USE OF EVALUATION SOFTWARE IS ENTIRELY AT LICENSEE'S OWN RISK AND BLANCCO WILL NOT BE LIABLE FOR ANY LOSS OF DATA.