End User License Agreement  
Version 2.2

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR USING THIS SOFTWARE, YOU 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 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 Blancco entity that is contracting with You based on the country or Blancco’s sales region or the country where You have purchased the license to use the Software as indicated in the purchase order ("Blancco").

Unless otherwise stated in the relevant purchase order, immediately below is the name of the Blancco entity that is contracting with you based on the country or Blancco’s sales region where You are located:

**Americas**

**United States:** In case of Erasure related products, your agreement is with Blancco US LLC, a company incorporated under the laws of the State of Delaware, USA. In case of Smartchck related products, your agreement is with Xcaliber Technologies LLC, a company incorporated under the laws of the State of Delaware, USA.

**Canada:** Your agreement is with 7755473 Canada Inc, a company incorporated under the laws of Canada

**Mexico, Central America and South America:** Your agreement is with Software Blancco S.A. de C.V, a company incorporated under the laws of Mexico

**EMEA**

**Germany, Switzerland, Austria and Poland:** Your agreement is with Blancco Central Europe GmbH, a company incorporated under the laws of Germany

**Finland and rest of EMEA:** Your agreement is with Blancco Oy Ltd, a company incorporated under the laws of Finland

**Sweden, Denmark and Norway:** Your agreement is with SFÖ - Mjukvaruprodukter för dataöverföring AB, a company incorporated under the laws of Sweden

**France:** Your agreement is with Blancco France SAS, a company incorporated under the laws of France

**Netherlands, Belgium, Luxembourg, Spain, Portugal and Italy:** Your agreement is with Blancco Software Nederland, a company incorporated under the laws of Netherlands

**UK:** Your agreement is with Blancco UK Limited, a company incorporated under the laws of England & Wales

**Asia**

**Japan and South Korea:** Your agreement is with Blancco Japan Inc, a company incorporated under the laws of Japan

**Malaysia and rest of Asia:** Your agreement is with Blancco SEA Sdn Bhd, a company incorporated under the laws of Malaysia

**India:** Your agreement is with Blancco Diagnostics (India) Private Limited, a company incorporated under the laws of India
Australia and New Zealand: Your agreement is with Blancco Australasia Pty Limited, a company incorporated under the laws of Australia

Singapore: Your agreement is with Blancco APAC PTE, Limited, a company incorporated under the laws of Singapore

"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.

“Software” means each Blancco software program in object code format licensed by Blancco, including any modifications, as indicated in the purchase order.

1. License grant

Subject to the terms and conditions of this Agreement, Blancco hereby grants to You a non-exclusive, non-transferable right to use the Software (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 purchase order) solely for your own internal operations. The Software is owned by Blancco and/or its licensors and are copyrighted and licensed, NOT SOLD.

2. Your obligations

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

(a) ensure that the Software is installed on designated equipment(s) only;

(b) keep a complete and accurate record of the use of the Software and produce such record to the Supplier on request from time to time;

(c) notify Blancco as soon as You becomes aware of any unauthorized use of the Software by any person;

(d) permit Blancco to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this license, for the purposes of ensuring that You are complying with the terms of this license. Blancco will provide reasonable advance notice to You of such inspections, which shall take place at reasonable times. The audit rights specified herein shall also extend to your Affiliates, if applicable.

(e) NOT use or access the Software (i) if You are or become a direct competitor of Blancco, except with Blancco’s prior written consent, or (ii) for purposes of competitive benchmarking or similar purposes;

(f) NOT be entitled to license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the Software in any way;

(g) 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;

(h) at all times comply with all applicable data protection laws and NOT use the Software in contravention with such laws. You will indemnify Blancco and its Affiliates against any claim brought against Blancco in respect of any such contravention by You.
3. Support and training

Blancco's policy for providing support in relation to the Software shall be available at [www.blancco.com](http://www.blancco.com) or such other website address as may be notified to You from time to time. As part of the Software, Blancco will provide the Customer with its standard customer support services during the normal business hours in accordance with Blancco's Support Services Policy in effect at the time of the services at no additional cost to the Customer. Blancco may amend the Support Services Policy in its sole and absolute discretion from time to time. You may purchase enhanced support services separately at Blancco’s then current rates and applicable terms.

4. Modifications

Blancco 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.

5. Intellectual Property Rights

You acknowledge that all intellectual property rights in the Software and any related services belong and shall belong to Blancco 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). "Blancco" is a registered trademark of Blancco Oy Ltd and/or its Affiliates. Other Blancco related logos, product names, and service names are also trademarks of Blancco Oy Ltd 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 shall be governed by their respective license terms and conditions instead of the above license terms which are applicable to the Software. Blancco shall have no warranty or indemnification obligations with respect to any Third Party Software. Your warranty and indemnification rights, if any, with respect to Third Party Software shall be according to such third party's applicable terms and conditions. THIRD PARTY SOFTWARE IS PROVIDED WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER UNLESS OTHERWISE SPECIFIED IN THE RESPECTIVE THIRD PARTY SOFTWARE LICENSE TERMS AND CONDITIONS. BLANCCO EXPRESSLY DISCLAIMS ANY CONDITION, WARRANTY OR LIABILITY IN RESPECT OF THE SOFTWARE WHICH IS CAUSED BY OR RELATE TO THIRD PARTY SOFTWARE.

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 in relation to the Confidential Information belonging to the other Party that during this Agreement and for five (5) years afterwards they 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.
7.3 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 sub-contractors and shall take all reasonable precautions to prevent such unauthorized disclosure or use.

7.4 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 in the public domain.

8. Data

The Customer and users shall ensure, and be responsible for, the accuracy of any data, information, submissions, or records provided by them or their authorized users to Blancco. The Customer or users warrants that any data, information, submissions, and records provided to Blancco by it or its authorized users is to its knowledge accurate and contains no known or suspected material inaccuracy, distortion, or manipulation. The Customer or user shall have secured, and is responsible for obtaining and maintaining, the legal right to provide Blancco such data, information, submissions, and records that are in the Customer or user's control, including data, information, submissions, and records delivered to Blancco that are subject to an interest of a third party. The Customer or user also warrants that it has the right to convey such data, information, submissions, and records delivered to Blancco and is under no conflicting obligation not to do so. The Customer or user is responsible for promptly updating any change in such data, information, submissions or records. Blancco shall not disclose or distribute any information in a manner that identifies a customer or user. Blancco may (but is not obliged to) monitor all data, records, information, or submissions made through the site. Blancco may use and publish such data, records, information, or submissions in an aggregated and/or anonymized manner, so long as it does not specifically incorporate or disclose any customer data, or customer or user identity.

9. Your Indemnifications of Blancco

PLEASE NOTE THAT YOUR USE OF THE SOFTWARE AND RELATED SERVICES WILL RESULT IN THE ERASURE OF ALL (OR SPECIFIED) DATA AND FILES IN YOUR HARD DRIVE, COMPUTER SYSTEM, 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. You hereby agree to indemnify and save harmless the Blancco, its Affiliates and authorized resellers (“Indemnified Parties”) from and against all claims and losses in any way incurred by any Indemnified Parties in respect of any proceedings to which the Indemnified Party is made a party in connection with or arising out of (i) your use of the Software or loss of data (ii) as a result of your actions, misuse of the Software, non-compliance with the terms herein or failure to operate the Software in accordance with the documentation; (iii) in connection with or arising out of your use of the Software in violation of any applicable laws;

10. Blancco’s Indemnification of You

Blancco warrants that, except for Third Party Software, 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. Blancco 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 Blancco 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 Blancco within thirty (30) days of receipt of any third party claim; (ii) Blancco 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 Blancco in connection with such claim.

11. Blancco Warranties

Blancco warrants for a period of ninety (90) days from the date of delivery that each unmodified copy of Software will perform in all material respects in accordance with the accompanied documentation. You agree that such 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 warranty period or for thirty (30) days from the date of delivery, whichever is longer. For any breach of the warranty, your 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 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. 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.

12. Limitation of Liability

12.1 IN ANY EVENT, BLANCCO OR ITS AUTHORIZED DISTRIBUTORS SHALL NOT HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING ANY LOSS OF PROFITS, REVENUE OR DATA, 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 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 AND ITS AUTHORIZED DISTRIBUTORS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE WHICH GAVE CAUSE TO THE CLAIM.

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

13. Termination

Without prejudice to your payment obligations, You may terminate your licence at any time by uninstalling the Software. Blancco may terminate your licence immediately in the event that You materially breach the terms of this Agreement. Upon such termination, You shall promptly return or destroy all copies of the Software and documentation.
14. **Miscellaneous**

14.1 **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.

14.2 **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.

14.3 **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, 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.

14.4 **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).

14.5 **Notice**

Notices in connection with this Agreement by either party will be in writing and will be sent by electronic mail, postal service, or a delivery service (such as UPS, FedEx or DHL). You may not provide notice to Blanco of a Blanco breach or provide notice of termination of this Agreement by electronic mail. 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. You hereby consent to service of process being effected on You by registered mail sent to the address mentioned on the Order Form. 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 Form, or (b) in the case of notices by mail or delivery service, when received by Blanco at the address stated in the Order Form.

14.6 **Export control**

You acknowledge that the Software may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as 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.
14.7 **Entire Agreement**

This Agreement specifies the entire agreement between You 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.

15. **Governing Law and Jurisdiction**

Both parties agree to the application of the laws of the State of Delaware to govern, interpret, and enforce all of your and Blancco's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

All rights, duties, and obligations are subject to the courts of the State of Delaware and You and Blancco hereby submit to the non-exclusive jurisdiction of such courts.