Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a) (1) (B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in General Services Administration Order   OGP 4800.2I, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) Audit. During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w) (1) (x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w) (1) (iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

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 Smartchk 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 dataradering 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 is attached. 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 it delivers 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 or 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**

Blancco 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, lock-outs 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, 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 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 Blancco of a Blancco breach or provide notice of termination of this Agreement by electronic mail. Notices from Blancco to You will be effective (a) in the case of notices by email, one (1) day after sending to the email address provided to Blancco, 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 Blancco. 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 Blancco will be effective (a) in the case of notices by email, one (1) day after sending to (and receipt by Blancco at) the email addresses stated in the Order Form, or (b) in the case of notices by mail or delivery service, when received by Blancco 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.

Version 2.0

Support Options

Blancco's support operations are designed to meet the varying needs of our clients worldwide, across industries and time zones. Each support plan offers unique features and resources tailored for your business requirements.

- **Enterprise Support Plan (SPE)**
  This is Blancco's highest Support Plan offering, specializing in pro-active support functions designed to ensure our partners and enterprise customers receive the "best-in-class" global support. This plan includes 24X7 year-round support, as well as an assigned Technical Account Manager.

- **Premium Support Plan (SP1)**
  A comprehensive level of support, the Premium Support Plan is designed to provide our worldwide customers' application infrastructures the highest level of availability. Blancco's technical support teams work efficiently to resolve issues and requests and to help take preventive action to avoid future issues, at advanced initial response targets.

- **Advanced Support Plan (SP2)**
  Designed for customers whose business requires the security of knowing that a Blancco Support Engineer is available to assist them Monday through Friday during business hours, excluding holidays (business hours and holidays may vary by support center). Advanced Support Plan includes access to phone/portal/email.

- **Basic Support Plan (SP3)**
  Provides you portal/email access to Blancco's team of Support professionals for problem-solving assistance.

Support Plan (SP) Feature	Enterprise (SPE)	Premium (SP1)	Advanced (SP2)	Basic (SP3)
Response Type	Phone, Portal, Email	Phone, Portal, Email	Phone, Portal, Email	Portal, Email
Product Updates / Upgrades	Included	Included	Included	Included
Technical Services/Training	Customized	Customized	Customized	Customized
Access to Customer Portal, including Knowledge Base	✓	✓	✓	✓
Remote Access	✓	✓	✓	
Annual Onsite Visit (upon separate agreement)	✓	✓		
Case Routing to Senior Engineer	✓	✓		
Assigned Technical Account Manager	✓			
24 X 7 Phone Support	✓			

Severity 3-4 ***Initial Human Response**	8 Hours	8 Hours	8 Hours	8 Hours
Severity 2 ***Initial Human Response**	2 Hours	4 Hours	6 Hours	8 Hours
Severity 1 **Initial Human Response**	1 Hour	2 Hours	4 Hours	8 Hours

*During local business hours