
Program Terms



The Blanco Global Partner Program (the "Program") is sponsored and administered by Blanco Technology Group ("Blanco" or "we"), located at Suite 1, Chapel House Thremhall Park, Start Hill, Bishop's Stortford, Hertfordshire, CM22 7WE, UK. The Program is governed by these terms ("Official Rules"), which form an agreement by and between Blanco and you ("You") when you voluntarily click the button presented with these terms (the "Effective Date"). By participating in the Program, you accept and agree to comply with these Official Rules. Acceptance of the Official Rules in its entirety is required to participate in the Program. To the extent permitted by applicable law, Blanco reserves the right in its sole discretion to modify, suspend, terminate, or cancel the Program at any time by amending these Official Rules and publishing the amended Official Rules on its website. Following any modification to the Official Rules, your continued participation in the Program constitutes acceptance of the amended Official Rules and the Program as is in full force at the time of said change(s).

PROGRAM GUIDE: The Blanco Global Partner Program benefits and requirements are outlined in the Blanco Partner Program Guide. We may from time to time update the Program Guide and the updated Program Guide shall automatically apply to You. Blanco will communicate all changes to You.

OUR RELATIONSHIP: Nothing in this Agreement shall be taken to constitute a partnership, agency, joint venture or the relationship of employer and employee between You and Blanco. You expressly acknowledge that You are neither an agent or representative of Blanco, nor shall you do anything to bind Blanco to any contract, to pledge the credit of Blanco, to bind it to any obligation, commitment or liability nor represent itself as able to do so, except as explicitly provided in this Agreement.

SOFTWARE LICENSE: As a Blanco Partner, Blanco grants You a limited right to:

- (i) Resell
- (ii) Use Blanco Software as a part of managed services for your end-customers subject to the applicable terms stated in Annex 1 and Annex 2 respectively.

PROFESSIONAL SERVICES: Blanco may provide its professional services upon mutually agreed terms. Any additional services (including but not limited to development or customization services) shall be agreed upon under a separate statement of work.

MODIFICATIONS: Blanco shall have the right to update, to provide new functionality or otherwise change the design of the Product or to discontinue the manufacture or sale of any Product in its absolute discretion without any liability to You or the end customer.

MAINTENANCE AND SUPPORT: Blanco shall provide support and maintenance of the Blanco Product in accordance with its support terms available at blanco.com/support-options/ and support option purchased by You, or the end customer. Blanco may amend its support services policy available at support.blanco.com, in its sole and absolute discretion from time to time.

PAYMENT TERMS: Unless agreed otherwise, the payment term is set at thirty (30) days from the date of invoice in case of a direct purchase from Blanco. All indirect purchases shall be governed by the payment terms set by Blanco Distributor.

INTELLECTUAL PROPERTY RIGHTS AND PROTECTION: You acknowledge that all intellectual property rights in the Product and any related services belong and shall belong to Blanco or the relevant third-party owners (as the case may be), and You shall have no rights in the Product other than the right to use it in accordance with the terms of this AGREEMENT (and/or any related third-party licenses). If a claim for infringement of any third party's patent, trademark or copyright is brought against You in relation to any Blanco Products and Services that You have resold, distributed, or are using, You will allow Blanco to defend or settle any such claim as Blanco thinks appropriate. Blanco will pay any settlement amounts, or any damages and costs awarded by a court against You to the extent such damages and costs are specifically attributable to the infringement claim but only if You:

- (a) promptly notify Blanco in writing of any infringement claim;
- (b) provide information and assistance to Blanco to enable Blanco to defend such infringement claim; and
- (c) provide Blanco with sole control of the defense or settlement negotiations. This is the extent of Blanco's liability to You in relation to any infringement claim.

THIRD PARTY SOFTWARE: The Product 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. Blanco shall have no warranty or indemnification obligations with respect to any Third-Party Software and 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. BLANCO EXPRESSLY DISCLAIMS ANY CONDITION, WARRANTY OR LIABILITY IN RESPECT OF THE SOFTWARE WHICH IS CAUSED BY OR RELATE TO THIRD PARTY SOFTWARE.

WARRANTIES: Blanco warrants for a period of ninety (90) days from the date of delivery that each unmodified copy of Product 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 Blanco 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 Blanco's entire liability, shall be the correction of the Product 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 PRODUCT IS PROVIDED "AS IS" AND BLANCO DOES NOT WARRANT OR GUARANTEE THAT THE OPERATION OF THE PRODUCT WILL BE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE PRODUCT WILL PROTECT AGAINST ALL POSSIBLE THREATS.

INDEMNITY: Blanco warrants that, except for Third Party Software, any part of the Product shall not, when used by the end user or You (when you are using the Product to provide managed services) 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 Product, 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.

LIMITATION OF LIABILITY: To the extent that limitation of liability is permitted by law:

- (i) In no event will Blanco be liable to You for special, incidental, indirect, or consequential damages regardless of the basis of claim; and
- (ii) Blanco's liability to You is limited to direct damages in an amount not to exceed the license fees paid by You in preceding twelve (12) months from the Date of any claim for the software which gave cause to the claim on a cumulative basis.

These limitations do not apply to liability for claims arising from any other liability which cannot be excluded or limited under applicable laws.

CONFIDENTIAL INFORMATION: 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.

Either party may share information with the other in relation to Your role as a Blanco Partner and Blanco Products and Services that is of a sensitive and confidential nature. Both parties shall keep such information safe and not share it with others unless expressly agreed to by the other party.

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.

GOVERNING LAW: Both parties agree to the application of the laws of the country where Blanco is incorporated, to govern, interpret, and enforce all of Your and Blanco'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 such country where Blanco is incorporated, and You and Blanco hereby submit to the exclusive jurisdiction of such courts.

COMPLIANCE WITH LAWS: You agree to comply with all applicable laws in transactions involving Blanco, including anti-bribery and anti-corruption laws. This means that nothing of value may be given to a third party, such as an actual or prospective customer, in connection with a Blanco transaction in order to get or maintain business or to encourage an official to perform his or her official duties.

PERSONAL DATA AND PRIVACY: Any data You communicate to Blanco hereunder may only be used by Blanco or transferred to third parties pursuant to Blanco's [Privacy Policy](#).

MARKETING AND TRADEMARKS: During the Term, Blanco may include Your details on any website, as a Blanco Partner, it maintains for Blanco's customers. You may only market Blanco Products under the name specified by Blanco. Blanco does not, and will not, endorse, warrant, or guarantee the performance of any of Your product(s). You shall not represent to any third party that Blanco:

- (i) Has endorsed, warranted, or guaranteed the performance of Your product(s);
- (ii) Implied the merchantability or fitness for a particular purpose of Your product(s); or
- (iii) Intends to do either (i) or (ii).

BLANCO TRADEMARKS: Subject to the terms of the Agreement, and only during the Term of the Agreement, Blanco grants You a nonexclusive, non-transferable, non-assignable, non-sub licensable, revocable, limited license to use Blanco trademarks, and any marks or specific logos in accordance with:

- (i) Blanco's trademark usage guidelines, including those currently located at the "Permissions and Trademark Guidelines" pages of Blanco's official website at blanco.com/partner-program-trademark-usage (or a successor site thereto) as amended by Blanco from time to time in Blanco's sole discretion. Blanco may revoke Your license to Blanco Trademarks at any time in its sole discretion.

You shall not issue any press releases, publicity, marketing or sales materials, or other materials developed that refer to the Agreement or the relationship between You and Blanco, or otherwise use the name or trademark of Blanco without prior review and written approval by Blanco. Notwithstanding the foregoing, You may include factual descriptions of the relationship between Blanco and You in presentations.

AUDIT: You agree to grant Blanco and its independent accountants the right to audit and verify Your compliance with these Terms and Your role and obligations as a Blanco Partner, upon reasonable advance notice and only during regular business hours. Such audit may require You:

- (a) Giving access to Your records in relation to Your appointment as a Blanco Partner;
- (b) Providing copies of documents or other evidence to verify Your compliance with Your obligations hereunder;
- (c) Responding to requested assessments; and
- (d) Providing periodic certifications. In addition, Blanco will periodically conduct check-ins with regard to Your performance as a Blanco Partner, which may result in Your appointment as a Blanco Partner being revoked if You fail to perform as expected.

TERMINATION: Unless otherwise agreed, either party may terminate this Agreement by giving the other party 30 days' notice in writing that they wish to terminate. Upon termination You will no longer be permitted to call Yourself or act as a Blanco Partner and any right to use Blanco's name or trademarks, or right to resell or distribute Blanco Products and Services will automatically cease.

Annex 1

Resell Terms

In the event You Resell Blanco Products the following terms shall apply in addition to the above general terms:

YOUR RIGHT TO RESELL: Blanco authorizes You as an independent, non-exclusive, authorized reseller of Blanco Products and Services to resell the Products to the End Users. Reselling to a third party that is not an End User, or an authorized Blanco Partner is strictly forbidden.

BLANCO END USER LICENSE TERMS: When reselling Blanco Products and Services to End Users, You must ensure that the End User are fully aware of the terms that apply to their purchase and use of Blanco Products and Services. The Blanco End User License Terms, Support Services Terms, Professional Services Terms and Cloud Data Services Terms, all of which can be found on Blanco's website blanco.com. You must either forward a copy of the Blanco End User License Terms as part of their order or provide them with the following link blanco.com/eula/. Blanco's liability in relation to its Products and Services is limited to those set out in the Blanco End User License. Terms, Support Services Terms, Professional Services Terms or Cloud Data Services Terms. If You choose to offer different or better terms to any End User, this is solely at Your risk, and You cannot look to Blanco to cover such risk or terms.

Obligations of Resell

You undertake to:

- (a) Ensure that the sale of the Products is conducted in accordance with this Agreement and with applicable domestic legislation.
- (b) Use all reasonable commercial efforts to protect copyrights, trademarks, and other intellectual property rights of Blanco in the Products in the Territory.
- (c) Retain the records relating to all matters for which it is responsible under the terms of this Agreement.
- (d) Be responsible for the acts of Your Subcontractors as if such acts were the acts of the Reseller.
- (e) Comply with the Deal Registration policy as outlined: on the Blanco Partner Portal.

Annex 2

Service Provider Terms

In the event You provide services to the End Users using Blanco Products the following terms shall apply in addition to the above general terms:

YOUR RIGHT AS SERVICE PROVIDER ("SP"): Subject to the terms and conditions of Blanco standard end user license agreement ("EULA") available at blanco.com/eula/, Blanco hereby grants You a non-exclusive, non-transferable right to use the Product to provide services to your customers (for the purpose of this Agreement, use of the Product means to access, install, download, copy or otherwise benefit from using

the Product) during the license term solely for performing managed services for Your customers. The Product is owned by Blanco and/or its licensors and are copyrighted and licensed, NOT SOLD. The Product is never licensed in perpetuity. The licenses are not intended for resale purposes and shall not be

- (a) Shared, loaned, assigned, or delivered outside of Your service locations; or
- (b) Used by anyone else other than Your employees; or
- (c) Used outside the designated Territory.

Blanco may provide support and maintenance of the Blanco Product in accordance with its support terms available at blanco.com/support-options/ and support option purchased by You. Blanco's policy for providing support in relation to any old version of the Product or the discontinued Product shall be available at 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.

Obligations of SP

You undertake to:

- (a) Comply with all laws and regulations and with all and any conditions binding upon it in any relevant licenses, registrations, permits and approvals, in relation to matters relating to this Agreement; and
- (b) Keep Blanco up-to-date (through regular dialogue) in respect of any changes to Your business or other changes of which You may become aware that may impact on the matters governed by this Agreement (including required service standards and costs), and where possible, matters should be communicated in sufficient time for an assessment of the impact to be jointly carried out.
- (c) Not either during nor after the end of the engagement under this Agreement create any product all or part of which relies directly or indirectly on any idea, style, production method, gimmick, character or other information relating to Blanco Product or services, of which You may become aware as a result of the engagement under this Agreement, regardless of whether such material is confidential or not;
- (d) Provide Blanco with access to its sites and facilities during Your normal business hours as reasonably required by Blanco to perform the Services. You shall also make available to Blanco any data, information and any other materials reasonably required by Blanco to perform the Services, including, but not limited to, any data, information or materials specifically identified and reasonably requested (collectively, "SP Materials");
- (e) Provide appropriate training facilities, including without limitation Internet connectivity, access to a demo product, projector, student computers and other reasonable classroom amenities for on-site delivery;
- (f) Comply with all applicable policies, laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption; and ensure that its employees and other independent contractors become certified and co-operate reasonably with Blanco and its employees in carrying out the Services.