



**CORTADO**

Business Class of Cloud Desktop Services

## **Cortado End User License Agreement (EULA)**

“ThinPrint Application Server Engine”, “ThinPrint Server Engine”, “ThinPrint Desktop Engine”, “ThinPrint Application Server Basic Pack” and “ThinPrint Printserver Basic Pack” (32bit and x64 version)

### **Important!**

Please read the following Cortado End User License Agreement (hereinafter referred to as “**EULA**”) carefully before installation and/or use of the Software “ThinPrint Application Server Engine”, “ThinPrint Server Engine”, “ThinPrint Desktop Engine”, “ThinPrint Application Server Basic Pack” and “ThinPrint Printserver Basic Pack” (32bit and x64 version), its possibly integrated add-on programs and any media, material, online or electronic documentation (hereinafter jointly referred to as “**Software**”).

Upon installation, copying or any other use of the Software you declare your consent with the conditions of the EULA and agree to comply with them.

If you install the Software as an administrator or other member of staff of a company entitled to installations and/or if you make the Software available to users after installation, you also declare your consent with the conditions of the EULA and agree to comply with them.

If you, however, do not agree with the conditions of the EULA, you are not entitled to install, make available and/or use the Software.

### **1. General terms**

The EULA constitutes a valid contract between Cortado AG, Alt-Moabit 91 a/b, 10559 Berlin, Germany (hereinafter referred to as “**Cortado**”) and a legal or natural person who themselves or their staff install and use the Software (hereinafter referred to as “**End User**”) exclusively defining all rights and duties of the End User and Cortado in regard to the Software.

### **2. Definitions**

- (1) “**Device**” means any hardware operating system unit including both real and virtual units.
- (2) “**Server**” means any devices which primarily provide services and functions/applications for other devices.
- (3) “**End Device**” means any devices which primarily request services and functions/applications from a Server.
- (4) “**Cluster**” means a group of independent Servers which outwards appear as a single Server and work jointly to balance the workload for networked End Devices and Server applications onto several Servers and to increase the availability of applications and Services. Upon increase of the workload Clusters can be scaled by adding additional Servers. Cluster servers are referred to as hosts or nodes and are connected physically and by software. Upon failure of one node, the remaining nodes cover the function of the failed node.
- (5) “**Named User**” means a defined individual (physical Named User) using the Software. Processes which are initiated mechanical-automatically and not by an individual (logical Named User) are counted as Named Users if such processes use or access the Software. If several physical Named Users access the Software via one logical Named User, the number of physical Name Users is decisive for the overall number of required Named User licenses. A single Named User license may not be deployed concurrently on several Devices. Sharing of a single Named User license between more than one physical and/or logical Named User is expressly prohibited. A single Named User license may only be transferred onto another Named User, if the original Named User does not and cannot use the Software anymore. The license key to a single Named User license may only be installed and activated on one Server. Clusters are an exception to this rule (see sect. 6.3 and 6.4).

### **3. Rights of use**

- 3.1 Within the framework of the EULA, Cortado grants End User the non-transferable, revocable, regionally limited and non-exclusive right to install and use the Software and its possibly integrated add-on programs according to the technical documentation provided with the Software. The Software may be used and installed on an End Device, Server or a Server farm in accordance with the number of licenses included with the Software. **The criteria described in this EULA for the correct licensing (number and type of required licenses) remain applicable and decisive, even if the technical license verification of the Software permits a different number and/or type of licenses. The stipulations of this EULA are exclusively relevant.** End User is entitled to make a copy of this Software in accordance with the EULA after the installation or – instead of the copy – to create an image of the End Device or Server on which the Software has been installed. Such copy or image may only be used and stored for



archiving and reinstallation purposes of the Software on the same End Device, Server or Server farm without the requirement of additional licensing. Additional copies and/or images require additional licensing of the Software according to this EULA. All trademarks and copyrights and any other legal notes relating to the rights of Cortado must be included and remain in such copy or image.

- 3.2 End User is not entitled to make additional partial or complete copies or images of the Software and its add-on programs other than permitted under section 3.1, to copy in any way, to translate or to dismantle parts of the Software, to change the arrangement or to make any other changes and/or amendments or to make copies of such changes. End User is not allowed other than in the legally permitted boundaries to reverse engineer, to decompile or to disassemble the Software. End User is not entitled to distort the contents of the Software, to change its color, pattern and fonts or to split or in any other way alter the elements of the logo, copyright and trademark details.
- 3.3 End User is not entitled to cede, sublicense, sell or in any other way assign the rights and duties granted to him under the EULA.
- 3.4 If End User receives the Software on more than one storage system, End User is only entitled to install and use the Software contained on one of the mediums only. It is generally prohibited to install and use the Software contained on the second medium on another End Device, Server or Server farm. The Restrictions in 3.2 and 3.3 remain applicable.
- 3.5 If the Software is an Update of a previous version and if End User has purchased the Update as part of an Update Service, End User is only entitled to install and use the Update, if he/she is in possession of a valid license for the previous version marked compatible for Update by Cortado. End User must be aware that the Update replaces the previous version and/or its supplements and may deactivate it.
- 3.6 If the Software has been marked "NFR" (Not For Resale), the use of the Software is limited to demo, test or evaluation purposes only. Any further use is prohibited. End User is especially not entitled to resell the Software or make it available for third parties in any other way.
- 3.7 Any other rights of Cortado not explicitly asserted above remain unaffected.

#### **4. Transmission of the Software onto 2<sup>nd</sup> Computer, Disclosure to Third Parties**

- 4.1 The Software itself may at no time be sold, loaned, rented or made available in any other way to Third Parties.
- 4.2 End User is only entitled to install the Software on a second computer, server or server farm, if the Software, after its transmission onto the second computer, server or server farm has been completely and permanently removed and/or cancelled from the first computer, server or server farm. Upon installation of the Software onto the second computer, server or server farm, all other parts of the Software, including but not limited to its add-on programs, descriptions, media and other printed materials, also must be transferred. All persons having access to the second computer, server or server farm and therefore to the Software must be sufficiently informed of the contents and the individual conditions of the EULA.

#### **5. Licensing**

- 5.1 Licenses for the Software, including demo licenses for the Software, are initially valid for 30 days. In general, all licenses for the Software are valid exceeding the 30-day-period only upon final activation by Cortado. Cortado may refuse activation, if the matching license key does not entitle to the use of the Software as installed. Notwithstanding the above to the contrary, demo licenses cannot be used or activated beyond the 30-day-period. Corporate Licenses constitute another exception to the general rule of activation as they require a duly executed separate Corporate License Agreement in which End User is the designated licensee prior to activation by Cortado.
- 5.2 Valid license keys entitle End User to use the Software in the current version at the time of purchase.
- 5.3 By accepting the EULA, End User agrees to complete all details necessary for the activation process truthfully and completely.

#### **6. Software Components**

Regardless of the environment in which the Software is deployed, the Software must be user-based licensed. Server-based licensing may only be chosen according to 6.1, 6.3, and 6.5. The server based licensing as described in sections 6.1 and 6.3 and the user based licensing as described in sections 6.2 and 6.4 may not be concurrently deployed on the same Server or Cluster.

- 6.1 "ThinPrint Application Server Engine" (server-based licensing)

The Software "ThinPrint Application Server Engine" may be installed on any Server which locally generates



printjobs. If it is intended to send ThinPrint-printjobs via a Server directly to a Device, each Server on which the “ThinPrint Application Server Engine” is installed requires individual and valid licenses of the “ThinPrint Application Server Engine”.

#### 6.2 “ThinPrint Application Server Basic Pack” (user-based licensing)

The Software “ThinPrint Application Server Basic Pack” may be installed on any Server which locally generates printjobs. If it is intended to send ThinPrint-printjobs via the Server directly to a Device, each Server on which the “ThinPrint Application Server Basic Pack” is installed requires valid individual licenses of the “ThinPrint Application Server Basic Pack”. For each Named User a valid Named User license is mandatory. Licenses for users exceeding the number of licenses included with the “ThinPrint Application Server Basic Pack” may be added by purchasing so-called User License Packs.

#### 6.3 “ThinPrint Server Engine” (server-based licensing)

The Software “ThinPrint Server Engine” may be installed on any Server. Each Server on which the ThinPrint Server Engine is installed requires at least one valid individual license of the “ThinPrint Server Engine”. If the “ThinPrint Server Engine” is deployed on a Server which serves as a print server for one or more End Device(s), all Windows Server which directly or indirectly initiate ThinPrint-printjobs via such print server require an individual and valid Server Access license each to be installed on the Server. The Server Access license may not be purchased separately, but only as a part of the “ThinPrint Application Server Engine”. For each non-Windows-systems which directly or indirectly initiates ThinPrint-printjobs via such print server, the Server must in addition be equipped with a valid individual Host Access license. Host Access licenses may be purchased separately. If the Server is a Server Cluster, each Cluster Node must be equipped with a valid individual license for the “ThinPrint Server Engine”; Server Access licenses and Host Access licenses may be installed and activated on each cluster node (multiple activation).

#### 6.4 “ThinPrint Printserver Basic Pack” (user-based licensing)

The Software “ThinPrint Printserver Basic Pack” may be installed on any Server. Each Server on which the Software “ThinPrint Printserver Basic Pack” is installed requires valid individual licenses for the “ThinPrint Printserver Basic Pack”. Moreover, for each Named User a valid Named User license is mandatory. Licenses for users exceeding the number of licenses included with the “ThinPrint Printserver Basic Pack” may be added by purchasing so-called User License Packs. If the Server is a Server Cluster, each Cluster Node must be equipped with a valid individual license for the “ThinPrint Printserver Basic Pack”; a Named User license purchased as part of a User License Pack may be installed and activated on every cluster node (multiple activation). Multiple activation of Named User Licenses contained in the “ThinPrint Printserver Basic Pack” is not possible. On the same Server, both a license from the “ThinPrint Printserver Basic Packs” and licenses of the “ThinPrint Engine for VMware View” may be installed and activated concurrently (mixed licensing).

#### 6.5 “ThinPrint Desktop Engine”

The Software “ThinPrint Desktop Engine” may only be installed on an End Device. Each End Device on which the “print Desktop Engine” is installed requires a valid license for the “ThinPrint Desktop Engine”.

#### 6.6 Additional Features

Some functionalities of the Software (including without limitation the feature “Print-to-Cloud”) can only be used if End User uses certain services of Cortado’s Cortado line which are subject to a monthly fee. These services are offered by ThinPrint according to the respective applicable terms and conditions. Cortado reserves the right to offer some features or parts thereof for a term predefined at Cortado’s sole discretion for test and evaluation purposes or provide them for a term predefined at Cortado’s sole discretion as a beta version.

### 7. Intellectual Properties, Trademarks, and Copyrights of the Software

The Software, its entire contents (including but not limited to pictures, photos, animations, video, audio, music, text and “Applets”), any contents accessible through the Software, and copies thereof are protected by any and all available national and international copyrights, commercial protection rights, especially patent rights, utility patent, design patent and trade rights and all other existing protection rights of the Software, its improvements, bug fixes and extensions or any other modifications to the Software, regardless of their origin. By accepting the EULA, End User is obliged to use and observe all of the aforementioned rights regarding the Software which Cortado or Third Parties are entitled to as stipulated and defined in the EULA and not to infringe or violate such rights including in particular that no content must be copied or in any other way multiplied, stored, sold or passed on in any way, nor – apart from the Software itself (compare section 3 above) – be used. End User is entitled to print a documentation of the Software, if the documentation is only provided in electronic format. End User may multiple copies of all printed materials accompanying the Software for internal use.

**8. Warranty**

- 8.1 The Software only has to perform those functions mentioned and described in the manual without error. The minimum statutory warranty period applies.
- 8.2 End User must claim warranty for the Software from the seller of the license(s). End User cannot claim warranty directly from Cortado, unless End User has acquired the Software directly from Cortado.

**9. Liability**

- 9.1 Cortado tests the Software and validates its general suitability. If damages occur to End User during the installation or use of the Software, Cortado is liable completely and to twice the value of the purchase price of said Software, but not exceeding in any case a total sum of EUR 50,000, if said damages are directly caused by improper and/or incomplete testing or improper or incomplete test of suitability. Liability for slight negligence of Cortado is limited to damages that have been foreseeable or should have been foreseeable. Cortado assumes no liability for indirect or atypical damages (consequential or otherwise) or for any financial losses such as loss of profits or savings caused by slight negligence. This limitation of liability does not apply in cases of bodily injury, impairment of health, death and infringement of cardinal contractual obligations.
- 9.2 If End User does not make any adequate (at least daily), reasonable and common to the current state-of-the-art backup of his data in the interest of data security, or – in case of suspected Software errors – fails to take reasonable and adequate security measures, End User has to accept contributory negligence regarding resulting damages.
- 9.3 Cortado is only liable for damages arising to End User within the context of or due to the Software download process from the Cortado website or during the installation process. Cortado specifically does not guarantee freedom from computer viruses, so that Cortado cannot be held liable for any damage arising from computer viruses. In fact, End User is specifically obliged to use sufficient and always up-to-date protection against computer viruses and to actively prevent infiltration by computer viruses, in particular before End User starts downloading the Software.
- 9.4 Cortado assumes no liability for the information and the Software "ThinPrint Application Server Engine", "ThinPrint Server Engine", "ThinPrint Desktop Engine", "ThinPrint Application Server Basic Pack" and "ThinPrint Printserver Basic Pack" (32bit and x64 version)" regarding defects of quality or title, particularly for the accuracy, correctness, freedom of third-party trademark rights and copyrights, completeness and/or usability, except for cases of gross negligence or malice traceable to Cortado.
- 9.5 The product liability of Cortado remains unaffected.

**10. Forfeiture**

If End User or his employees and/or representatives violate any rights and/or obligations arising from the EULA, especially rights of use, Cortado is entitled to request End User to immediately abandon the use of the Software and its copies and to delete or return the Software and its copies to Cortado. Cortado reserves any rights to claim for damages.

**11. Transfer of Rights**

End User may not assign or transfer the EULA and the rights and obligations arising hereof to a third party without previous written permission of Cortado, unless End User and the third party are in a state of dependence as defined in § 17 of the German Stock Companies Act (AktG) or the third party takes over all or almost all assets of the End User by written contract. The permission as defined in sentence 1 may be denied given significant causes. Significant cause is particularly given, if the fulfillment of rights and obligations under the EULA are endangered due to such transfer.

**12. Scope of the EULA**

The EULA exclusively stipulates all rights of use of the Software as well as any other right and/or obligation of End User and Cortado, as long as deviant written agreements and conditions individually agreed between the Parties do not exist. The EULA supersedes any and all previous oral or written agreements, information or offers concerning the Software. The EULA is only binding in the official German and English language versions as provided by Cortado AG. End Users may not assert claims, regardless of their nature, against Cortado AG based on any other language version of the EULA.



**13. Place of Jurisdiction/Applicable Law**

The EULA and its implementation shall be construed and interpreted in accordance with German Law. Any terms of the CISG (United Nations Convention on Contracts for the International Sale of Goods) are applicable, if and insofar as they include mandatory law. If End User is an entrepreneur as defined in § 14 BGB (German Civil Code), the courts at Cortado's headquarter in Berlin, Germany shall have the sole jurisdiction to hear any disputes arising from or in connection with this EULA. If End User is a consumer as defined in § 13 BGB, the courts at End User's residence shall have the sole jurisdiction according to § 13 ZPO (German Code of Civil Procedure).

**14. Severability Clause**

If any one or more of the provisions contained in the EULA shall, for any reason, be, become or be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of the EULA, but the EULA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions completed herein to be unreasonable. In lieu of such invalid, illegal or unenforceable provision shall be added a provision similar in terms to such provision as may be valid, legal and enforceable and suiting the Parties contractual interests best.

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If you purchased the Software as "Annual License(s)", these **Additional Cortado License Terms (ALT)** apply.

The ALT apply to any "Annual License" of any Cortado Software Product

**Important!**

Please read the following Additional License Terms that are supplemental to the above EULA. Upon installation, copying or any other use of the Software you declare your consent with the conditions of these ALT and agree to comply with them. If you install the Software as an administrator or other member of staff of a company entitled to installations and/or if you make the Software available to users after installation, you also declare your consent with the conditions of these ALT and agree to comply with them.

If you, however, do not agree with the conditions of the ALT, you are not entitled to install, make available and/or use the Software.

**A. General**

These ALT apply to any and all software licenses which have been acquired by the End User as a so-called "Annual License". Cortado offers most of its Software Products for licensing based on the Annual License model. Cortado reserves the right to determine from time to time at its discretion which Software Products are offered as part of its Annual License. The current list of Software Products available as part of the Annual License can be viewed in the User Portal at Cortado's website (credentials required) or may be viewed at Cortado's website where the individual product description indicate the product's availability as an "Annual License".

**B. Annual License**

- a) An Annual License is provided on a "per user per year" basis. Per Named User one Annual License must be installed. Any and all Software Products that have been elected at Cortado's discretion to be part of the Annual License may be used/deployed by the licensed Named User for the term of the license.
- b) An Annual License may NOT be combined with any other licensing model (server-based or user-based licensing) offered by Cortado currently, in the past or in the future, if the basic ThinPrint products (ThinPrint Server Engine, ThinPrint Application Server Engine) are deployed according to the server-based or user-based license model. This limitation does not apply, if the End User purchases ThinPrint Software licensed according to different licensing models and restricts deployment of the differently licensed component strictly to independent IT environments. However, the End User is specifically entitled to purchase the "ThinPrint Host Integration Service" and use it in addition to the Annual License.
- c) User may purchase any number of Named User Annual Licenses. Annual Licenses are delivered in several pre-defined Named User packs. Annual License may only be used for the maximum number of Named Users as defined in the respective license key.
- d) Annual Licenses are valid for a period of 12 (twelve) consecutive months as of delivery and must be activated by Cortado after the first 30 (thirty) days of use according to the EULA of the respective Software Product. If User does not extend the term of the Annual License after expiry of the first 12 consecutive months as of delivery, the license will expire automatically. Licenses will automatically expire with the date defined in the license key, regardless of when activation of the license key takes place. If User extends the terms of the license by buying a license for the



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immediately following term, Cortado will provide him with an extension key which will extend the term of the license key according to the purchased subscription.

- e) Multiple activations of the Annual License keys are permitted, if User uses Clusters or Load Balancing or for back-up purposes (Disaster Recovery).
- f) **The “Annual Licenses” are no subscription, e.g. an Annual License expires automatically at the end of its term and must be explicitly extended by the End User, if he decides to keep his/her Annual License.**

**C. Software Components**

For the Annual License, it is mandatory for the User to use either an “Application Server Pack” or a “Print Server Pack” basic component. User may optionally retrieve other components that are offered by Cortado as part of the Annual License.

**D. Miscellaneous**

- a) In case of discrepancies between these ALT and the EULA, the provisions of these ALT prevail.
- b) Notwithstanding the above, the EULA remains in full force and effect.

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**Cortado AG, 10559 Berlin**

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