

ThinPrint End User License Agreement (EULA)

"ThinPrint Mobile Print"

Important!

Please read the following ThinPrint End User License Agreement and, if applicable, the enclosed license conditions as enclosed in the Appendices 1-15 to this EULA for MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS"; „Microsoft .NET Framework 4.6"; „MICROSOFT .NET FRAMEWORK 4 CLIENT PROFILE FOR MICROSOFT WINDOWS OPERATING SYSTEM AND ASSOCIATED LANGUAGE PACKS"; „Microsoft Exchange Server MAPI Client and Collaboration Data Objects 1.2.1"; „MICROSOFT ACCESS 2010 RUNTIME"; „MICROSOFT VISUAL C++ 2008 RUNTIME LIBRARIES (X86, IA64 AND X64), SERVICE PACK 1"; „MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS ENTITY FRAMEWORK 4.1"; „LibreOffice 5.0.3"; „Oracle Binary Code License Agreement for the Java SE Platform Products, JavaFX"; „Microsoft SQL Server 2012 Express"; „Microsoft Package Manager for .NET"; „Microsoft software update to Visual Studio KB2483190"; „novaPDF for SDK Printer"; „Microsoft Application Request Routing Version 2 for IIS 7"; „SumatraPDF"; „Microsoft External Cache Version 1 for IIS 7"; „IIS URL Rewrite Module 2"; „Microsoft Web Farm Framework Version 1 for IIS 7"; „Windows Management Framework 3.0"; „Microsoft SQL Server 2012 Command Line Utilities"; „Microsoft SQL Server 2012 Management Objects"; „Microsoft SQL Server 2012 Windows PowerShell Extensions"; „Microsoft SQL Server 2012 Native Client"; „Microsoft SQL Server 2012 System CLR Types"; „PDF Clown 0.2.0" (hereinafter jointly referred to as "**EULA**") carefully before installation and/or use of the Software "ThinPrint Mobile Print", its possibly integrated add-on programs and any media, material, online or electronic documentation (hereinafter jointly referred to as "**Software**").

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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.
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- 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

The Software "ThinPrint Mobile Print" provides services or functions on a Server. The Software may be installed on any Server. Each Server on which the Software is installed must have at least one valid license for the Software. After installation and configuration of the Software, the client software must be installed on End Device. A valid Named-User-license is mandatory for each Named User.

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- The EULA exclusively stipulates all rights of use of the Software as well as any other right and/or obligation of End User and ThinPrint, 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 ThinPrint GmbH. End Users may not assert claims, regardless of their nature, against ThinPrint GmbH based on any other language version of the EULA.
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- 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 ThinPrint'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).
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- 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.

Appendix 1

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Appendix 2

Microsoft Exchange Server MAPI Client and Collaboration Data Objects 1.2.1

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Appendix 3

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MICROSOFT ACCESS 2010 RUNTIME

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Appendix 5

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(1)

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<http://www.javaworld.com/javaworld/jvatips/jw-jvatip128.html>

Jennifer Orr (JavaWorld) wrote: "You have permission to use the code appearing in Steven Brandt's JavaWorld article, 'Java Tip 128: Create a quick-and-dirty XML parser.'

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(3)

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com/itextpdf/text/pdf/LZWDecoder.java (first appearance in iText: 2002-02-08)
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In a mail sent to Bruno Lowagie on January 23, 2008, Brian Burkhalter (@sun.com) writes: "This code is under a BSD license and supersedes the older codec packages on which your code is based. It also includes numerous fixes among them being the ability to handle a lot of 'broken' TIFFs."

Note that numerous fixes were applied to the code used in iText by Paulo Soares, but apart from the fixes there were no essential changes between the code that was originally adapted and the code that is now available under the following license:

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FYI: Brian also added: "A bit of history might be in order. The codec classes that you used originally were based on some classes included with JAI but not strictly part of JAI. As of Java SE 1.4 an official Image I/O framework was added in javax.imageio.... This framework supports these formats:

Java 1.4: GIF (read only), JPEG, PNG
Java 1.5: Added support for BMP and WBMP
Java 1.6: Added support for writing GIF

The JAI Image I/O Tools packages (jai-imageio-core) were created to support formats handled by JAI but not included in Java SE as well as some new things like JPEG2000."

(4) the file com/itextpdf/text/pdf/codec/TIFFConstants and some other TIFF related code is derived from LIBTIFF:

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<http://www.adobe.com/devnet/xmp/library/eula-xmp-library-java.html>

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