

ThinPrint End User License Agreement (EULA) "ThinPrint Management Services"

Important!

Please read the following ThinPrint End User License Agreement as well as the license conditions for „ MICROSOFT VISUAL C++ REDISTRIBUTABLE FOR VISUAL STUDIO 2013“, „MICROSOFT .NET LIBRARY“, Newtonsoft.Json, AutoMapper, , NLog, Castle sowie Mono.Options as enclosed in Appendix A (hereinafter jointly referred to as "**EULA**") carefully before installation and/or use of the Software "ThinPrint Management Services", 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 ThinPrint GmbH, Alt-Moabit 91a, 10559 Berlin, Germany (hereinafter referred to as "**ThinPrint**") 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 ThinPrint 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 User 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 Named 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).
- (6) The "**ThinPrint License Server**" is a software component of the "ThinPrint Engine". Any and all license keys of the ThinPrint products are installed and activated on the ThinPrint License Server (exception: demo licenses cannot be activated). If a ThinPrint component requires a license for a specific feature, it contacts the ThinPrint License Server which then, in relation to each Named User, provides the relevant licenses for the ThinPrint component to perform its function.

3. Rights of use

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- 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.
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- 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 ThinPrint not explicitly asserted above remain unaffected.

4. Transmission of the Software onto 2nd Device, 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.
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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 ThinPrint. ThinPrint 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 ThinPrint.
- 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 "ThinPrint Management Services" consist of three component: client, service and agent. The client is installed on the End Device and does not require a specific license. The service is installed on a Server and provides the communication between agent and client. The agent is locally installed on the print server and executes the print jobs. Each Device on which the service or agent of the "ThinPrint Management Services" is installed checks if a ThinPrint Premium License is available on the ThinPrint License Server.

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- 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 ThinPrint, unless End User has acquired the Software directly from ThinPrint.

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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, ThinPrint is entitled to request End User to immediately abandon the use of the Software and its copies and to request End User to immediately delete or return the Software and its copies and/or “images” to ThinPrint. ThinPrint reserves all rights to claim for damages.

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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 ThinPrint, 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.

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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.

ThinPrint GmbH, 10559 Berlin

July 2016/v10.0

Appendix A

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MICROSOFT VISUAL C++ REDISTRIBUTABLE FOR VISUAL STUDIO 2013

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- support services

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EULAID: VS2013_RTM_VC.1_ENU

Appendix B

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Appendix C

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Appendix D

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Appendix E

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Version 2.0, January 2004
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Appendix F

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