ThinPrint End User License Agreement (EULA)

This End User License Agreement (EULA) applies to the following named software produced or provided by ThinPrint. The software is either installed and operated by the end-user in their own IT environment (hereinafter on-premise software) or provided by ThinPrint as a cloud service (hereinafter cloud service software).

Please read this ThinPrint End User License Agreement and the Third Party Ancillary Components License Terms (collectively, the "EULA") attached hereto carefully before installing and using the on-premise software or cloud service software, including any ancillary components and related materials and/or documentation in electronic or online format (collectively, the ThinPrint software that may be provided with the Software.

On-premise software includes the following products or components, among others: ThinPrint Engine, ThinPrint License Server, ThinPrint Management Center, ThinPrint Management Services, ThinPrint RDP Engine, ThinPrint Desktop Extension, ThinPrint Desktop Engine, ThinPrint Personal Printing, ThinPrint Host Integration Service, ThinPrint Mobile Session Print, ThinPrint Client Software.
Cloud Service Software includes the cloud services offered under the name ezeep or ezeep Blue.
By using as a cloud service, or by installing, copying or otherwish using the ThinPrint software, you agree to be bound by the terms of the EULA and agree to use the ThinPrint software only as described herein.

If you install the ThinPrint software as an administrator or as another employee of a company authorized to install the on-premise software or the cloud service software and then make it available to users, you also agree to be bound by the terms of the EULA and agree to use the ThinPrint software only as described herein.

If, on the other hand, you reject the terms and conditions of the EULA, you are not entitled to install and use the ThinPrint software in any way whatsoever.

1. General

This EULA is concluded between ThinPrint GmbH, Alt-Moabit 91a/b, 10559 Berlin, Germany (hereinafter referred to as ThinPrint) and a legal or natural person who installs and uses the on-premise software themselves or their employees (hereinafter referred to as end user) and constitutes a legally binding contract between the aforementioned parties which conclusively regulates all rights and obligations of the end user and ThinPrint with regard to the ThinPrint software.

2. Definitions

2.1 The term "device" is used in the following to refer to a hardware operating system unit, whereby this may also be virtualised.
2.2 In the following, "server" refers to devices which primarily provide services and functions for other devices. The software ThinPrint License Server is an exception (see 4.5 and 4.6).
2.3 The term "terminal equipment" is used in the following to refer to equipment that primarily requests services and functions from a server, irrespective of whether located on-premise or in the cloud.

2.4 In the following, a "cluster" refers to a group of independent servers that appear to work together as one server in order to distribute the load for networked terminal and server applications across multiple servers and to increase the availability of applications and services. As workloads increase, clusters can be scaled by adding additional servers. Cluster servers, known as nodes or hosts, are connected physically and by software. If one node fails, the remaining ones take over the function of the failed node.

2.5 In the following, a "Named User" refers to a precisely defined natural person (actual named user) who uses the ThinPrint software. Processes that are not triggered by natural persons but automatically by machines (logical named user) are counted as named users if such processes use or access the ThinPrint software. If several actual named users access the ThinPrint software by means of a logical named user, the number of actual named users is decisive for the total number of named user licenses required. The (co-)use of a named user license by more than one actual or logical named user is expressly prohibited. A named user license may only be transferred if the original named user can and may no longer use the ThinPrint software. If a license key is used for the on-premise software, it may only be installed and activated on one server. The nodes of a cluster are an exception.

2.6 An "API print job" is a print job that is processed by a third party application using an API interface provided by ThinPrint and using the cloud service software.

2.7 In the following, a "service provider" refers to a company that installs the ThinPrint software on its own or third-party servers in order to make it available to users of one or more companies. The same regulations apply to the service provider as to the end user, unless deviations result from the following regulations.

2.8 "ThinPrint client software" hereinafter refers to software components manufactured by ThinPrint which, among other things, are responsible for receiving print data on the client side and forwarding it to the printing devices. This also includes Personal Printing clients and mobile clients as well as connectors and print apps.

3. Rights of Use

3.1 Within the scope and framework of this EULA, ThinPrint grants the end user the non-transferable, revocable, spatially limited and non-exclusive right to install and use the ThinPrint software, including any additional components produced by ThinPrint, in accordance with the technical documentation provided with the ThinPrint software. On premise-software may be installed and used on a terminal device, a server or a server farm in accordance with the type and number of licenses granted for the software.

The requirements described in this EULA with regard to the type and number of licenses required shall also apply if the technical license check of the ThinPrint software permits a different type and/or a different number of licenses. The provisions of this license agreement are exclusively authoritative. In addition, the end user is entitled to make a copy of the on-premise software in accordance with the EULA after installation or, in lieu of such copy, to make an image of the end device or server on which the on-premise oftware was installed, which copy or image may be made and retained solely for archival purposes or for reinstallation of the on-premise software on the same end device, server or server farm without the requirement for extended licensing. Any additional copies and/or images require additional licensing in accordance with the terms of this EULA. All trademark and copyright notices and all other proprietary rights notices for all rights of ThinPrint must be and remain included in such copy and/or image.

3.2 The end user is not entitled to make additional partial or complete copies, clones or images of the on-premise software and additional programs beyond the provisions contained in section 3.1, to reproduce the on-premise software or the aforementioned components in any other way, to translate them, to extract parts from the on-premise software, to change the arrangement or to carry out other reworkings and adaptations or to make copies of such changes. The end user is also not entitled to reverse engineer, decompile or disassemble the on-premise software beyond what is permitted and specified by law. Finally, the end user is also not permitted to, among other things, distort the contents of the on-premise software, change the color, size, pattern and fonts, or separate or alter logo elements, copyright and trademark information.

3.3 The end user shall not be entitled to assign, sublicense, sell or otherwise transfer the rights and obligations conferred upon it under the EULA without explicit written consent from ThinPrint.

3.4 If the end user receives the on-premises software on more than one storage medium, the end user shall only be entitled to use the on-premise software on one of the media. A general prohibition of use on another end device, server or server farm as well as the prohibitions from 3.2 and 3.3 shall apply to the on-premise software on the alternative medium.

3.5 If the on-premise software represents an update of a predecessor product and if the end user has acquired the update within the scope of an update service ordered by them (update subscription), the end user shall only be entitled to install and use the update if it has a valid license for the predecessor product which is identified by ThinPrint as suitable for the update. In addition, the end user must note that the update replaces and/or supplements the predecessor product and possibly deactivates it.

3.6 If the on-premise software is marked as "Not For Resale" or "NFR" (Not For Resale), the use of the on-premise software is limited to demo, test or evaluation purposes. Any further use is not permitted. In particular, the end user is not entitled to resell this on-premise software or to provide it to third parties in any other way.

3.7 The on-premise software itself may only be sold, lent, rented or otherwise provided to third parties only with the prior written consent of ThinPrint.

3.8 The end user shall only be entitled to install the on-premise software on a second terminal device, server or server farm without the requirement of an extended license if, after transferring the on-premise software to the second terminal device, server or server farm, the end user has completely and permanently removed or deleted the on-premise software from the first terminal device, server or server farm. In addition, upon installation of the on-premise software on a second, different terminal device, a second server or a second server farm, all other components of the on-premise software, namely all additional programs, descriptions and media supplied with the on-premise software, must also be transferred. Furthermore, all persons who have access to the second end device, the second server or the second server farm and thus to the software must be sufficiently informed about the content and the individual conditions of this EULA.

3.9 All rights not otherwise expressly granted are reserved by ThinPrint.

4. Licensing

On-Premise Software and Additional Components

4.1 On-premises software is generally licensed for a limited period of time on the basis of a clearly named user (named user license). Each time-limited user license may only be used for a named user. ThinPrint allows the end user to view the current term of their license at any time. The initial term is generally 12 calendar months, but may deviate from this by special agreement. After expiry of the

initial licence term, this shall be automatically extended by a further interval (subscription) unless the end user has objected to the extension in writing. If, in case of any deviating agreements, the length of the subsequent intervals is not determined, they shall be extended by 12 calendar months. An objection to the extension can already be declared by the end user with the purchase of the license. Otherwise, the subscription can be canceled up to 6 weeks before and with effect from the end of the current subscription period in text form (e.g. by e-mail to order@thinprint.com) or alternatively via the billing portal provided. ThinPrint will invoice the end user for the license at the beginning of a new licensing interval at the agreed license price.

4.2 In divergence from section 5.1, ThinPrint may also grant the end user a permanent, unlimited right to use the software for some components of the on-premise software (perpetual license) or a right of use that differs from the user-based licensing (e.g. server-based licensing).

4.3 Perpetual licenses and term licenses of the same on-premise software may not be used in the same IT environment. User-based licensed on-premise software may not be used with server-based licensed on-premise software in the same IT environment. Exceptions to this rule require the written consent of ThinPrint. These restrictions do not apply if the end user uses the on-premise software in different license models exclusively in separate and independent IT environments. The end user is expressly permitted to use the "ThinPrint Host Integration Service" together with temporary user licenses.

4.4 The end user is entitled to use the on-premise software in the version current at the time of purchase. If updates to the on-premise software are provided during the license term of a limited license, the end user may make use of these for the duration of the license term at no additional cost. In the case of licenses with an unlimited term, however, software maintenance (updates) is not included in the license purchase price and must be purchased separately.

4.5 In order to operate on-premise software components, license keys may be required which must be activated. The license keys of the on-premise software components are usually installed and activated on the "ThinPrint License Server". If one of these on-premise software components requires a license for a certain function, it contacts the "ThinPrint License Server". The ThinPrint License Server can connect to ThinPrint servers. It provides the required license, which the on-premise software then uses to execute the function in question. If the ThinPrint License Server is unavailable, the software can be used by the authorized named users via another, additional server within a tolerance period of 15 days from the failure of the ThinPrint License Server. After expiry of the tolerance period, the list of authorized named users on the other, additional server will be deleted locally, and the on-premise software can only be used by the authorized named users after the ThinPrint License Server has been set up again or has become available again. If a license is claimed by a named user, the retrieved license is bound to this named user for 28 (twenty-eight) days and can only be released for use by another named user after the 28 days have expired.

The License Server can establish an online connection to the License and Subscription Update Service, for example, to automatically collect or renew license keys or subscription keys.

4.6 For some on-premise softeware products, the license key can be entered and managed on the device on which the respective product is installed.

Some of the on-premise softeware components, in particular additional components, can be operated without entering a separate license key.

Cloud Service Software Components and Additional Components

4.7 Cloud service software is licensed for a limited period of time on the basis of a clearly named user (named user license). A basic quota of named users determined by ThinPrint may be licensed free of charge. If the number of named users exceeds this basic quota, however, all named users must be licensed for a fee, not just the number of named users exceeding the basic quota.

The initial term of the cloud service software is usually either one calendar month or twelve calendar months, but may differ by special agreement. After expiry of the initial license term, it is automatically extended by a further interval (subscription), unless the end user has cancelled before the renewal. If the length of the subsequent intervals is not determined in the case of deviating agreements, they shall be extended by 12 calendar months. Cancellation of the subscription to the cloud service software can be made at any time via the online booking portal provided. If no cancellation is made, ThinPrint will invoice the end user for the license at the beginning of a new licensing interval at the agreed license price.

4.8 If the cloud service software is used via an API provided by ThinPrint, then, in deviation from 4.7, licensing may also be based on a monthly basic fee, the number of pages printed pages of API print jobs or on the basis of another criterion.

In this case, the End User shall be informed of the deviating licensing by means of a written offer. By accepting the offer, the End User agrees to these deviating licensing terms.

If the Service is used on the basis of printed pages of API print jobs, the End User acquires usage quotas before using the service, which can be consumed within an agreed usage period. If, at the end of the period of use, the number of billing units of the API print jobs exceeds the number of the purchased usage quota, the end user will be additionally billed for the exceeding number of billing units.

In an online portal provided for the cloud service software, the end user will be able to view the number of API print jobs and pages they have printed.

5. Software Activation of On-Premise Software

If the use of on-premise software requires the entry of a license key, the following rules apply:

5.1 All licenses, including the licenses of the on-premises software designated as demo or NFR licenses, are initially valid for 30 days. In principle, any licenses of the software are only valid beyond the 30-day period after activation by ThinPrint. Activation of the licenses may be refused by ThinPrint if the associated license key does not entitle the user to use the on-premises software in the installed version.

5.2 In deviation from the above provision on the basic activation of licenses, demo licenses may not be used or activated beyond the 30-day period. Company licenses represent a further special case in the activation, which are only valid after signing a separate company license agreement and only if the end user is named as end user in the sense of the EULA in the company license agreement to be agreed separately.

5.3 Multiple activations of temporary license keys are permitted if the end user uses clusters or load balancing for backup purposes (disaster recovery).

User licenses of the Personal Printing solution may be activated on each cluster node (multiple activation).

5.4 By accepting this EULA, the end user agrees to provide the information required as part of the activation process completely and truthfully.

6. Industrial Property Rights and Copyrights to ThinPrint Software

The ThinPrint software, its entire contents (including all images, photographs, animations, video, audio, music, text and applets contained therein), all contents accessible by means of the ThinPrint software and copies thereof are protected by all national and international copyrights, industrial property rights, in particular patent, utility model, design patent and trademark rights as well as all other existing property rights in the ThinPrint software, the improvements made to the ThinPrint software, its bug fixes and extensions or in all other modifications of the ThinPrint software, irrespective of the person making such modifications.

By accepting the EULA, the end user undertakes to use these rights to the ThinPrint software to which ThinPrint or third parties are solely entitled only within the scope provided for in this EULA and to fully observe and not infringe the aforementioned rights of ThinPrint or third parties when using the ThinPrint software. This includes in particular that all contents may neither be copied or otherwise reproduced nor stored, sold or passed on in any other way, nor used in any way, apart from the use of the software itself (see clause 3).

The end user is entitled to print out the documentation accompanying the ThinPrint software, provided that the documentation is made available only in electronic form. In addition, the end user may reproduce all printed materials accompanying the ThinPrint software for internal purposes.

7. Warranty

7.1 The ThinPrint software must exclusively perform the functions described and listed in the manual without errors. The minimum statutory warranty period shall apply.

7.2 The end user must assert the statutory warranty claims to which they are entitled against the seller of the license(s) in the event of a warranty claim.

Any assertion of claims directly against ThinPrint is excluded. Something else shall only apply if the end customer has acquired the software directly from ThinPrint.

8. Liability

8.1 The ThinPrint software is tested by ThinPrint and checked for its general suitability. Therefore, if damage occurs to the end user during installation or use of the ThinPrint software, ThinPrint shall be fully liable in such cases up to twice the purchase price of the purchased software licenses, but in any case only up to a maximum amount of EUR 50,000, provided that such damage results directly from defective and/or incomplete testing or defective and incomplete suitability testing. In this respect, liability in cases of ordinary negligence on the part of ThinPrint shall be limited to the damages which were foreseeable for ThinPrint or which should have been foreseeable for ThinPrint.

Liability for all indirect and atypical (consequential) damages and for all pecuniary losses, such as lost profits and missed savings, however, does not exist in the case of simple negligence. This limitation of ThinPrint's liability shall not apply in cases of injury to life, limb and health or in the event of a breach of material contractual obligations.

8.2 In all cases in which the end user has not made an adequate (at least once a day), reasonable and customary backup of its data in accordance with the respective state of the art or, in the event of a suspected software error, has failed to take reasonable and sufficient additional backup measures,

the end user must accept contributory negligence for the damage incurred within the scope of its duty to mitigate damages.

8.3 ThinPrint shall not be liable for any damage incurred by the end user in the course of, or as a result of downloading the software from the ThinPrint website or during the installation process.

In particular, ThinPrint does not guarantee the absence of computer viruses, so that ThinPrint shall in no event be liable for any damages incurred by the end user as a result of computer viruses. Rather, the end user is obliged to use sufficient and constantly updated virus protection and to actively contribute to preventing the penetration of computer viruses, in particular before downloading the ThinPrint software.

8.4 Any liability on the part of ThinPrint for material defects and defects in title of the information and the ThinPrint software, in particular for their correctness, freedom from errors, freedom from property rights and copyrights of third parties, completeness and/or usability is excluded, except in those cases in which ThinPrint can be proven to have acted with gross negligence or intent.

8.5 Liability under the Product Liability Act remains unaffected.

10.6 ThinPrint shall not be liable for violations of license terms/policies of third parties whose code is included in the software and whose license terms are attached to this EULA in the appendices.

9. Forfeiture of the Rights of Use

If the end user, one of its employees, representatives or agents violates or infringes the rights and obligations arising from this EULA, in particular the rights of use, ThinPrint is entitled to prohibit the use of the ThinPrint software and all associated components with immediate effect and to demand the return or deletion of the licenses granted and all copies made thereof or the deletion of the images made.

In addition, ThinPrint reserves the right to assert all claims for damages against the end user resulting from such infringement.

10. Publicity rights

Our customers agree to be named by ThinPrint as a reference and authorize the use of their logos and trademarks in this regard. Permission to use may be revoked at any time by simply sending a statement to legal@cortado.com . Please note that it may take up to thirty (30) days for us to process a request.

11. Assignment of Rights

The end user may not transfer or assign this EULA and all rights and obligations contained herein to a third party without the prior written consent of ThinPrint, unless the end user and the third party are in a relationship of dependence within the meaning of Section 17 of the German Stock Corporation Act (AktG) or the third party takes over all or substantially all of the assets of the transferring party by entering into a contract.

The consent of ThinPrint referred to in sentence 1 may be refused for good cause. Such good cause shall be deemed to exist in particular if there is a risk that, as a result of the assignment, the rights and obligations of the end user stipulated and agreed in the contract and by these terms and conditions can no longer be or would no longer be fulfilled.

12. Scope of the EULA

This EULA conclusively regulates all rights of use of the end user to the ThinPrint software as well as all other rights and obligations of the end user and ThinPrint, unless the validity of other agreements or conditions has been expressly stipulated in writing in individual contracts. In particular, the EULA shall take precedence over all previous oral or written agreements, communications and offers relating to the ThinPrint software.

The EULA is binding exclusively in the official versions provided by ThinPrint in German and English. Claims of any kind whatsoever cannot be asserted against ThinPrint on the basis of other language versions not authorized by ThinPrint.

13. Jurisdiction and Applicable Law

This EULA as well as its execution shall be governed exclusively by German law, whereby the provisions of the UN Convention on Contracts for the International Sale of Goods shall apply in those cases in which they contain mandatory law. If the end user is an entrepreneur within the meaning of article 14 BGB (German Civil Code), the exclusive place of jurisdiction for all disputes arising from this EULA or on the basis of this EULA shall be the registered office of ThinPrint GmbH in Berlin, Germany. If the end user is a consumer within the meaning of article 13 BGB (German Civil Code), the place of jurisdiction shall be the competent court of the consumer's place of residence pursuant to article 13 ZPO (German Civil Procedure Code).

14. Severability Clause

Should any provision of this EULA be or become invalid or unenforceable or should the EULA contain unintended loopholes, the validity of the remaining provisions of the EULA shall not be affected thereby. In place of the invalid, impracticable or missing provision, an appropriate provision corresponding to the purpose of the contract and the economic interests of the parties shall be deemed agreed.

ThinPrint GmbH, 10559 Berlin, Germany
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