

ThinPrint End User License Agreement (EULA)

"ThinPrint Engine" and additional components manufactured by ThinPrint ("ThinPrint License Server", "ThinPrint Desktop Agent", "ThinPrint Desktop Extension", "ThinPrint Engine for Horizon", "ThinPrint Connection Service", "ThinPrint Mobile Session Print", "ThinPrint Management Services"), "ThinPrint Desktop Engine", "ThinPrint RDP Engine", "ThinPrint Personal Printing", "ThinPrint Mobile Print", "ThinPrint Management Center", "ThinPrint Host Integration Service", ThinPrint Clients.

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 Software, including any Ancillary Components (further defined in Section 7 below) and related materials and/or documentation in electronic or online format (collectively, the "Software") that may be provided with the Software.

By installing, copying or otherwise using the Software, you agree to be bound by the terms of the EULA and agree to use the Software only as described herein.

If you install the Software as an administrator or other employee of a company authorized to install the Software and then make the Software available to users, you also agree to be bound by the terms of the EULA and agree to use the 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 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 Software himself/herself or his/her 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 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 5.3).
- 2.3** The term "terminal equipment" is used in the following to refer to equipment that primarily requests services and functions from a server.
- 2.4** In the following, a "cluster" refers to a group of independent servers that appear to the outside world 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 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 Software. If several actual Named Users access the 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 Software. The license key for a particular Named User license may only be installed and activated on one server. The nodes of a cluster are an exception.
- 2.6** In the following, a "Service Provider" refers to a company that installs the 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.
- 2.7** "ThinPrint Clients" 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.

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 present Software, including any additional components produced by ThinPrint, in accordance with the technical documentation provided with the Software. The 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 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 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 Software was installed, which copy or image may be made and retained solely for archival purposes or for reinstallation of the 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 Software and additional programs beyond the provisions contained in Section 3.1, to reproduce the Software or the aforementioned components in any other way, to translate them, to extract parts from the 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 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 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.
- 3.4** If the End User receives the Software on more than one storage medium, the End User shall only be entitled to use the 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 software on the alternative medium.
- 3.5** If the 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 it (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 Software is marked as "Not For Resale" or "NFR" (Not For Resale), the use of the 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 software or to provide it to third parties in any other way.
- 3.7** "ThinPrint RDP Engine": Commercial use of this software, for example as a service provider, is prohibited within the scope of this EULA and requires the prior written consent of ThinPrint.
- 3.8** Any rights not expressly granted are reserved by ThinPrint.

4. transferring the software and passing it on to third parties

- 4.1** The software itself may at no time be sold, lent, rented or otherwise made available to third parties.
- 4.2** The End User shall only be entitled to install the Software on a second terminal device, server or server farm without the requirement of an extended license if, after transferring the Software to the second terminal device, server or server farm, the End User has completely and permanently removed or deleted the Software from the first terminal device, server or server farm. In addition, upon installation of the software on a second, different terminal device, a second server or a second server farm, all other components of the software, namely all additional programs, descriptions and media supplied with the 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.

5. licensing

- 5.1** ThinPrint 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 the maximum number of Named Users specified in the license key.

ThinPrint allows the Licensee to view the current term of his 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 Licensee has objected to the extension in writing. An objection to the extension can already be declared by the licensee with the purchase of the license. Otherwise, notice of termination of the subscription may be given in writing (e.g. by email to order@thinprint.com) within 14 calendar days with effect from the end of the respective current subscription period or alternatively via the billing portal provided. ThinPrint will invoice the Licensee for the License at the beginning of a new licensing interval at the agreed license price.

- 5.2** Should ThinPrint grant the Licensee a permanent, unlimited right to use the Software (perpetual license) or a license model deviating from the user-based licensing (e.g. server-based licensing), the Licensee shall receive written confirmation thereof.

- 5.3** Perpetual licenses and term licenses of the same base product of the ThinPrint Engine series may not be used in the same IT environment. User-based licensed products may not be used with server-based licensed products of the same base product in the same IT environment. Exceptions to this rule require the written approval of ThinPrint. These restrictions do not apply if the Licensee uses the ThinPrint products in different license models exclusively in separate and independent IT environments.

The Licensee is expressly permitted to use the "ThinPrint Host Integration Service" together with temporary user licenses.

- 5.4** Valid license keys entitle the licensee to use the software in the version current at the time of purchase. If updates of the software are provided during the license term of a limited license, the Licensee 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.

- 5.5** In order to operate ThinPrint software components, license keys are generally required and must be activated. The license keys of the ThinPrint software components are usually installed and activated on the "ThinPrint License Server". If one of these ThinPrint software components requires a license for a certain function, it contacts the "ThinPrint License Server". The "ThinPrint License Server" provides the required license, which the ThinPrint component then uses to execute the function in question. For some of the ThinPrint software components, the license key can be entered and managed on the device on which the respective product is installed.

Some of the ThinPrint software components, in particular additional components, can be operated without entering a separate license key. Further information on this can be found in section 7 ("Software Components").

6. software activation

- 6.1** All licenses, including the licenses of the 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 Software in the installed version.
- 6.2** 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 Licensee is named as Licensee in the sense of the EULA in the company license agreement to be agreed separately.
- 6.3** Multiple activations of temporary license keys are permitted if the Licensee 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).
- 6.4** By accepting this EULA, the Licensee agrees to provide the information required as part of the activation process completely and truthfully.

7. software components

- 7.1** The software of the "ThinPrint Engine" may be installed on any server. For this purpose a valid Named User License is mandatory for each Named User. The Named User licenses are installed on the "ThinPrint License Server" and made available by it for the functions of the "ThinPrint Engine". Usage rights for users that exceed the number of licenses included in the "ThinPrint Engine" can be purchased additionally.
- 7.2** If the ThinPrint License Server is unavailable, the use of the software for 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 software can only be used by the Authorized Named Users after the ThinPrint License Server has been restarted or restored to availability.
- 7.4** License Server: If a license is claimed by a Named User, the called 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.
- 7.5** The "ThinPrint Management Services" consist of three components: Client, Service and Agent. The Client is installed on the end device and does not require a separate license. The Service

is installed on a server and is used for communication between Agent and Client. The agent is installed locally on the print server and is used to execute the jobs. Each device on which the service or agent of "ThinPrint Management Services" is installed checks whether a valid ThinPrint license is available on the ThinPrint License Server.

- 7.6** The "ThinPrint Management Center" creates the required printer objects on central print servers. The software of the "ThinPrint Management Center" may be installed on any server. Each server on which the "ThinPrint Management Center" software is installed must have at least one individual, valid "ThinPrint Management Center" license. The number of printers for which the "ThinPrint Management Center" may be used is defined in the license key. The total number of all printer objects to be managed is counted for the licensing of the "ThinPrint Management Center". Use authorizations for more than the number of printers included in the purchased license key require an upgrade of the license key to the next higher level of the included number of printers. The licensing of the "ThinPrint Management Center" is independent of the required and proper licensing of the central print servers.
- 7.7** The "ThinPrint RDP Engine": The software can be installed on any Microsoft Terminal Server / Remote Desktop Session Host. Each Microsoft Terminal Server on which the software is installed must have at least one valid license of the "ThinPrint RDP Engine".
- 7.8** "Desktop Extension", "ThinPrint Engine for Horizon": This software is an additional Software component of the "ThinPrint" product line that provides the services or functions on an end device. It does not require its own license keys.
- 7.9** "ThinPrint Desktop Engine": The software may only be installed on one end device. Each end device on which the software of the "ThinPrint Desktop Engine" is installed must have at least one valid license of the "ThinPrint Desktop Engine".
- 7.10** "ThinPrint Mobile Session Print": The software provides 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. A valid Named User license is mandatory for each Named User.
- 7.11** "Personal Printing": The software can be installed on any server. For each named User, a Named User license is mandatory.
- 7.12** ThinPrint Clients: The software provides services or functions on an end device, whereby this end device can also be a printer. The clients do not require their own license keys.

8. industrial property rights and copyrights to the software

The Software, its entire contents (including all images, photographs, animations, video, audio, music, text and applets contained therein), all contents accessible by means of the 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 Software, the improvements made to the Software, its bug fixes and extensions or in all other modifications of the Software, irrespective of the person making such modifications.

By accepting the EULA, the End User undertakes to use these rights to the 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 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 Software, provided that the documentation is made available only in electronic form. In addition, the End User may reproduce all printed materials accompanying the Software for internal purposes.

9. warranty

- 9.1** The software must exclusively perform the functions described and listed in the manual without errors. The minimum statutory warranty period shall apply.
- 9.2** The end user must assert the statutory warranty claims to which he is 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.

10. liability

- 10.1** The 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 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.

- 10.2** 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.
- 10.3** ThinPrint shall not be liable for any damage incurred by the Licensee 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 that the Software is free 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 Software.

- 10.4** Any liability on the part of ThinPrint for material defects and defects in title of the information and the 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.
- 10.5** 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.

11 Forfeiture of the rights of use

In the event that the end user, one of his employees, deputies or vicarious agents violates or infringes the rights and obligations arising from this EULA, in particular the rights of use, ThinPrint shall be entitled to prohibit the use of the 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 arising from such infringement.

12. 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.

13 Scope of the EULA

This EULA conclusively regulates all rights of use of the End User to the 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 Software.

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

14 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 § 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 § 13 BGB, the place of jurisdiction shall be the competent court of the consumer's place of residence pursuant to § 13 ZPO.

15. 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

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