

## ThinPrint End User License Agreement (EULA)

"Cortado Corporate Server for BlackBerry"

### Important!

Please read the following ThinPrint End User License Agreement as well as the license conditions for "Microsoft Active Directory Application Mode Service Pack 1", "Microsoft .NET Framework 2.0", "Microsoft SQL Server 2005 Express Edition Service Pack 2", and "OpenOffice.org" as enclosed in Appendix A -D (hereinafter jointly referred to as "EULA") carefully before installation and/or use of the Software "Cortado Corporate Server for BlackBerry", its possibly integrated add-on programs and any media, material, online or electronic documentation (hereinafter jointly referred to as "Software") as specified in section 4 of the EULA.

Upon installation, copying or any other use of the Software you are entering into a binding agreement to accept the conditions of the EULA and agree to adhere to them. If you install this Software as administrator or other member of staff of a company entitled to installation and/or if you make it available for use to Third Parties or persons afterwards, you also accept the conditions stipulated in the EULA and agree to adhere to 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.

### 0. General terms

The EULA is agreed upon between ThinPrint GmbH, Alt-Moabit 91a/b, 10559 Berlin (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"). It is a valid contract between the named parties finally defining all rights and duties of the End User and ThinPrint in regard to the Software.

### 1. Rights of use

1.1 Within the limits of the EULA, End User has – subject to the conditions of the EULA – the non-transferable, revocable, regionally limited and non-exclusive right to install and use the Software and its possibly integrated add-on programs. The Software may be used and installed on a computer, server or a server farm in accordance with the number of licenses included with the Software. 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 computer or server on which the Software has been installed. The copy or image may only be used and stored for archiving and reinstallation purposes of the Software on the same computer, server or server farm. All trademarks and copyrights and any other legal notes relating to the rights of ThinPrint must be included and remain in such copy or image.

1.2 End User is not entitled to make additional partial or complete copies or images of the Software and its add-on programs other than mentioned in 1.1, 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.

1.3 End User is not entitled to surrender, sublicense, sell or in any other way pass on the rights and duties granted to him under the EULA.

1.4 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 computer, server or server farm. The Restrictions in 1.2 and 1.3 also apply.

1.5 If the Software is an update version of a previous product ("original product") and End User has bought the update version as part of an update service, End User is only entitled to install and use the Software, if End User is in possession of a valid license for an original product marked available for upgrade by ThinPrint. End User must be aware that the update version replaces the original product and/or its supplements and may deactivate it.

1.6 If the Software is marked "School Version", End User is only entitled to the use described in 1.1–1.3, if End User uses the Software as "Entitled User in an Approved Educational Establishment". To obtain the entitlement mentioned in sentence 1, End User has to apply in writing to ThinPrint GmbH, Alt-Moabit 91a/b, 10559 Berlin, Germany.

1.7 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 pass it on in any other way to a Third Party.

1.8 Any other rights of ThinPrint not explicitly asserted above remain unaffected.

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

2.1 The Software itself may at no time be sold, loaned, rented or passed on in any other way to Third Parties.

2.2 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.

### 3. Licensing

3.1 The licensing of the software is based on licensing keys that have to be entered into the licensing manager of the server software. The licensing keys always consist of a letter-number combination, which is separated into 5 blocks and follows the pattern "xxxx-xxxx-x-xxxxx-xxxx". The first letter-block of the licensing key (hereafter "block 1") determines the type of license. The third number-block of the licensing key (hereafter "Block 3") describes the number of clients with client-based licensing.

3.2 The license of the software, as well as those marked as Demo-licenses of the software are initially valid for 30 days. As long as it is not a Demo-license or a General-license, all licenses are only valid for a 30 day period after installation. An activation can be refused by ThinPrint, if the matching license key does not entitle to the use of the software in the installed version. General - licenses are only valid after signing a separate licensing contract and only if you are mentioned as User of the software in this contract.

3.3 Valid licensing keys initially entitle End User to usage of the software in the version current at time of purchase.

3.4. By accepting this EULA End User agrees to complete all details necessary for the activation-process, truthfully and completely.

### 4. Software-components of the "Cortado Corporate Server for BlackBerry"

4.1 The software "Cortado Corporate Server for BlackBerry" contains the following software-components:

(1) "server-software", which provides the services or functions on a computer which operates as a server. The computer on which the server-software is carried out will be hereafter known as "server".

(2) "client-software" that enables mobile devices or a portable pc (all the aforementioned will be named "device" in the following) to access the services or functions of the server -software or to use them.

Both of the mentioned software components must be installed for their specific usage.

4.2 The software "Cortado Corporate Server for BlackBerry" is a server-software-component, which provides services or functions on a computer or any other hardware which operates as a server and carries out server-software. The software of "Cortado Corporate Server for BlackBerry" may be installed on any server. Each server on which the software of the "Cortado Corporate Server for BlackBerry" is installed must have at least one valid license for "Content Beamer for BlackBerry" (THCB, THCM, THCU, THPR, CBFX, and CPTS in "Block 1"). At the end of the installation and configuration process of the server-components the client-software needs to be installed on the mobile device or portable pc.

### 5. 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 of the Software product which are entitled to ThinPrint or Third Parties only 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 – be used. End User is entitled to print a documentation of the Software, if the documentation is only provided in electronic form. End User may make multiple copies of all printed materials accompanying the Software for internal use.

### 6. Warranty

6.1 The Software only has to perform those functions mentioned and described in the manual without error.

6.2 Otherwise, the General Terms and Conditions of Business of ThinPrint governing the purchase of Software apply.

### 7. Liability

7.1 ThinPrint tests the Software and validates its general suitability. If damages occur to End User during the installation or use of the Software, ThinPrint is liable completely and to twice the value of the purchase price of said Software 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 negligence and gross negligence of ThinPrint is limited to damages that have been foreseeable or should have been foreseeable. ThinPrint assumes no liability for indirect or atypical damages (consequential or otherwise) or for any financial losses such as loss of profits or savings.

7.2 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 error – fails to take reasonable and adequate security measures, End User has to accept contributory negligence regarding resulting damages.

7.3 ThinPrint is only liable for damages arising to End User within the context of or due to the Software download process from the ThinPrint website or during the installation process. ThinPrint specifically does not guarantee freedom from computer viruses, so that ThinPrint can not be held liable for any damage arising from computer viruses. In fact, End User is specifically obliged to use suffi-



cient 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.

7.4 ThinPrint assumes no liability for the information and the Software "Cortado Corporate Server for BlackBerry" 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 ThinPrint. In case of proven gross negligence or intent of ThinPrint, ThinPrint is liable to a maximum sum of EUR 50,000.

7.5 The product liability of ThinPrint remains unaffected.

## 8. 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 delete or return the Software and its copies to ThinPrint. ThinPrint reserves any rights to claim for damages.

## 9. Transfer of Rights

Neither party may assign or transfer the EULA and the rights and obligations arising hereof to a Third Party without previous written permission of the respective other party, unless the Transferring Party 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 transferring party 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.

## 10. Scope of the EULA

The EULA ultimately 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.

## 11. Place of Jurisdiction/Applicable Law

The EULA and its implementation shall be construed and interpreted in accordance with German Law and be subject to the exclusive jurisdiction of the Courts of Berlin, Germany. 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.

## 12. Severability Clause

If any one or more of the provisions contained in the EULA shall, for any reason, 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**

**May 2008/v1.0**

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## Appendix A

### MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

#### MICROSOFT ACTIVE DIRECTORY APPLICATION MODE SERVICE PACK 1 FOR MICROSOFT WINDOWS SERVER 2003

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- b. These license terms do not change any obligations you may have (if any) to purchase CALs for the software.
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  - \* Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- b. Distribution Requirements. For any Distributable Code you distribute, you must
- \* add significant primary functionality to it in your programs;
  - \* require distributors and external end users to agree to terms that protect it at least as much as this agreement;
  - \* display your valid copyright notice on your programs; and
  - \* indemnify, defend, and hold harmless Microsoft from any claims, including attorneys' fees, related to the distribution or use of your programs.
- c. Distribution Restrictions. You may not
- \* alter any copyright, trademark or patent notice in the Distributable Code;
  - \* use Microsoft's trademarks in your programs' names or in a way that suggests your programs come from or are endorsed by Microsoft;
  - \* distribute Distributable Code to run on a platform other than the Windows platform;
  - \* permit further distribution of the Distributable Code by your end-users;
  - \* include Distributable Code in malicious, deceptive or unlawful programs; or
  - \* modify or distribute the source code of any Distributable Code so that any part of it becomes subject to an Excluded License. An Excluded License is one that requires, as a condition of use, modification or distribution, that
  - \* the code be disclosed or distributed in source code form; or
  - \* others have the right to modify it.
3. SUPPORT SERVICES FOR SUPPLEMENT. Microsoft provides support services for this software as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

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## Appendix B

### MICROSOFT SOFTWARE LICENSE TERMS

#### MICROSOFT SQL SERVER 2005 EXPRESS EDITION SERVICE PACK 1

These license terms are an agreement between Microsoft Corporation (or based on where you live, one of its affiliates) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- \* updates,
- \* supplements,
- \* Internet-based services, and
- \* support services

for this software, unless other terms accompany those items. If so, those terms apply.

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If you comply with these license terms, you have the rights below.

#### 1. INSTALLATION AND USE RIGHTS.

- a. Installation and Use. You may install and use any number of copies of the software on your devices.
- b. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

2. INTERNET-BASED SERVICES. Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

3. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. The software includes the .NET Framework component of the Windows operating systems (".NET Component"). You may conduct internal benchmark testing of the .NET (".NET Component"). You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must

disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date(s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

4. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. Microsoft reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- \* disclose the results of any benchmark tests of the software, other than the Microsoft .NET Framework (see separate term above), to any third party without Microsoft's prior written approval;

- \* work around any technical limitations in the software;

- \* reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- \* make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;

- \* publish the software for others to copy; or

- \* rent, lease or lend the software.

5. **BACKUP COPY.** You may make one backup copy of the software. You may use it only to reinstall the software.

6. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

7. **TRANSFER TO A THIRD PARTY.** The first user of the software may transfer it and this agreement directly to a third party. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The first user must uninstall the software before transferring it separately from the device. The first user may not retain any copies.

8. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).

9. **SUPPORT SERVICES.** Because this software is "as is," we may not provide support services for it.

10. **ENTIRE AGREEMENT.** This agreement, and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

11. **APPLICABLE LAW.**

- a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

- b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

12. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your country if the laws of your country do not permit it to do so.

13. **DISCLAIMER OF WARRANTY.** The software is licensed "as-is." You bear the risk of using it. Microsoft gives no express warranties, guarantees or conditions. You may have additional consumer rights under your local laws which this agreement cannot change. To the extent permitted under your local laws, Microsoft excludes the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

14. **LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** You can recover from Microsoft and its suppliers only direct damages up to U.S. \$5.00. You cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages.

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It also applies even if Microsoft knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

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## Appendix C

### MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

#### MICROSOFT .NET FRAMEWORK 2.0

Microsoft Corporation (or based on where you live, one of its affiliates) licenses this supplement to you. If you are licensed to use Microsoft Windows operating system software (the "software"), you may use this supplement. You may not use it if you do not have a license for the software. You may use a copy of this supplement with each validly licensed copy of the software.

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1. SUPPORT SERVICES FOR SUPPLEMENT. Microsoft provides support services for this supplement as described at [www.support.microsoft.com/common/international.aspx](http://www.support.microsoft.com/common/international.aspx).

2. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING. This supplement includes the .NET Framework component of the Windows operating systems (" .NET Component"). You may conduct internal benchmark testing of the .NET Component. You may disclose the results of any benchmark test of the .NET Component, provided that you comply with the following terms: (1) you must disclose all the information necessary for replication of the tests, including complete and accurate details of your benchmark testing methodology, the test scripts/cases, tuning parameters applied, hardware and software platforms tested, the name and version number of any third party testing tool used to conduct the testing, and complete source code for the benchmark suite/harness that is developed by or for you and used to test both the .NET Component and the competing implementation(s); (2) you must disclose the date (s) that you conducted the benchmark tests, along with specific version information for all Microsoft software products tested, including the .NET Component; (3) your benchmark testing was performed using all performance tuning and best practice guidance set forth in the product documentation and/or on Microsoft's support web sites, and uses the latest updates, patches and fixes available for the .NET Component and the relevant Microsoft operating system; (4) it shall be sufficient if you make the disclosures provided for above at a publicly available location such as a website, so long as every public disclosure of the results of your benchmark test expressly identifies the public site containing all required disclosures; and (5) nothing in this provision shall be deemed to waive any other right that you may have to conduct benchmark testing. The foregoing obligations shall not apply to your disclosure of the results of any customized benchmark test of the .NET Component, whereby such disclosure is made under confidentiality in conjunction with a bid request by a prospective customer, such customer's application(s) are specifically tested and the results are only disclosed to such specific customer. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the .NET Component, provided it complies with the same conditions above.

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## Appendix D

### License

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