



## Cortado End User License Agreement (EULA)

“Cortado Corporate Server”

Important!

Please read the following Cortado End User License Agreement and, if applicable, the enclosed license conditions as enclosed in the Appendices to this EULA (hereinafter jointly referred to as “EULA”) carefully before installation and/or use of the Software “Cortado Corporate Server”, 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 Cortado AG, Alt-Moabit 91a/b, 10559 Berlin, Germany (hereinafter referred to as “Cortado”) 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 Cortado 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 mechanically-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 Name Users is decisive for the overall number of required Named User licenses. A single Named User licenses 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).

### 3. Rights of use

- 3.1 Within the framework of the EULA, Cortado grants End User the non-transferable, revocable, regionally limited and non-exclusive right to install and use the Software and its possibly integrated add-on programs according to the technical documentation provided with the Software. The Software may be used and installed on an End Device, Server or a Server farm in accordance with the number of licenses included with the Software. The criteria described in this EULA for the correct licensing (number and type of required licenses) remain applicable and decisive, even if the technical license verification of the Software permits a different number and/or type of licenses. The stipulations of this EULA are exclusively relevant. 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 End Device or Server on which the Software has been installed. Such copy or image may only be used and stored for archiving and reinstallation purposes of the Software on the same End Device, Server, or Server farm without the requirement of additional licensing. Additional copies and/or images require additional licensing of the Software according to this EULA. All trademarks and copyrights and any other legal notes relating to the rights of Cortado must be included and remain in such copy or image.



- 3.2 End User is not entitled to make additional partial or complete copies or images of the Software and its add-on programs other than permitted under section 3.1, 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.
- 3.3 End User is not entitled to cede, sublicense, sell or in any other way assign the rights and duties granted to him under the EULA.
- 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.
- 3.5 If the Software is an Update of a previous version and if End User has purchased the Update as part of an Update Service, End User is only entitled to install and use the Update, if he/she is in possession of a valid license for the previous version marked compatible for Update by Cortado. End User must be aware that the Update replaces the previous version and/or its supplements and may deactivate it.
- 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 Cortado not explicitly asserted above remain unaffected.
4. Transmission of the Software onto 2<sup>nd</sup> Computer, 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.
  - 4.2 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.
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 Cortado. Cortado 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 Cortado.
  - 5.2 Valid license keys entitle End User to use the Software in the current version at the time of purchase.
  - 5.3 By accepting the EULA, End User agrees to complete all details necessary for the activation process truthfully and completely.
6. Software Components

The Software "Cortado Corporate Server" provides services or functions on a Server. The Software may be installed on any Server. Each Server on which the Software is installed must have at least one valid license for the Software. After installation and configuration of the Software, the client software must be installed on End Device.
7. 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 regarding the Software which Cortado or Third Parties are entitled to as stipulated and defined in the EULA and not to



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## 8. Warranty

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.

## 9. Liability

9.1 Cortado tests the Software and validates its general suitability. If damages occur to End User during the installation or use of the Software, Cortado is liable completely and to twice the value of the purchase price of said Software, but 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 slight negligence of Cortado is limited to damages that have been foreseeable or should have been foreseeable. Cortado assumes no liability for indirect or atypical damages (consequential or otherwise) or for any financial losses such as loss of profits or savings caused by slight negligence. This limitation of liability does not apply in cases of bodily injury, impairment of health, death, and infringement of cardinal contractual obligations.

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

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

9.4 Cortado assumes no liability for the information and the Software “Cortado Corporate Server” 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 Cortado.

9.5 The product liability of Cortado remains unaffected.

## 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, Cortado 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 Cortado. Cortado reserves any rights to claim for damages.

## 11. Transfer of Rights

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 Cortado, 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.

## 12. Scope of the EULA

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

**13. Place of Jurisdiction/Applicable Law**

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 Cortado'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).

**14. Severability Clause**

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.

Cortado AG, 10559 Berlin

August 2011/v4.0

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Appendixes 1-7Appendix 1

Sun Microsystems, Inc. Binary Code License Agreement

for the JAVA SE RUNTIME ENVIRONMENT (JRE) VERSION 6 and JAVAFX RUNTIME VERSION 1

SUN MICROSYSTEMS, INC. ("SUN") IS WILLING TO LICENSE THE SOFTWARE IDENTIFIED BELOW TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS BINARY CODE LICENSE AGREEMENT AND SUPPLEMENTAL LICENSE TERMS (COLLECTIVELY "AGREEMENT"). PLEASE READ THE AGREEMENT CAREFULLY. BY DOWNLOADING OR INSTALLING THIS SOFTWARE, YOU ACCEPT THE TERMS OF THE AGREEMENT. INDICATE ACCEPTANCE BY SELECTING THE "ACCEPT" BUTTON AT THE BOTTOM OF THE AGREEMENT. IF YOU ARE NOT WILLING TO BE BOUND BY ALL THE TERMS, SELECT THE "DECLINE" BUTTON AT THE BOTTOM OF THE AGREEMENT AND THE DOWNLOAD OR INSTALL PROCESS WILL NOT CONTINUE.

1. DEFINITIONS. "Software" means the identified above in binary form, any other machine readable materials (including, but not limited to, libraries, source files, header files, and data files), any updates or error corrections provided by Sun, and any user manuals, programming guides and other documentation provided to you by Sun under this Agreement. "General Purpose Desktop Computers and Servers" means computers, including desktop, laptop and tablet computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of Software in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: Software embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems is excluded from this definition and not licensed under this Agreement. "Programs" mean (a) Java applets and applications intended to run on the Java Platform, Standard Edition (Java SE) on Java-enabled general purpose desktop computers and servers, and (b) JavaFX technology applications intended to run on the JavaFX Runtime on JavaFX-enabled General Purpose Desktop Computers and Servers.

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4. LIMITED WARRANTY. Sun warrants to you that for a period of ninety (90) days from the date of purchase, as evidenced by a copy of the receipt, the media on which Software is furnished (if any) will be free of defects in materials and workmanship under normal use. Except for the foregoing, Software is provided "AS IS". Your exclusive remedy and Sun's entire liability under this limited warranty will be at Sun's option to replace Software media or refund the fee paid for Software. Any implied warranties on the Software are limited to 90 days. Some states do not allow limitations on duration of an implied warranty, so the above may not apply to you. This limited warranty gives you specific legal rights. You may have others, which vary from state to state.

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6. LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL SUN OR ITS LICENSORS BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE SOFTWARE, EVEN IF SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will Sun's liability to you, whether in contract, tort (including negligence), or otherwise, exceed the amount paid by you for Software under this Agreement. The foregoing limitations will apply even if the above stated warranty fails of its essential purpose. Some states do not allow the exclusion of incidental or consequential damages, so some of the terms above may not be applicable to you.

7. TERMINATION. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying all copies of Software. This Agreement will terminate immediately without notice from Sun if you fail to comply with any provision of this Agreement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right. Upon Termination, you must destroy all copies of Software.

8. EXPORT REGULATIONS. All Software and technical data delivered under this Agreement are subject to US export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such laws and regulations and acknowledge that you have the responsibility to obtain such licenses to export, re-export, or import as may be required after delivery to you.

9. TRADEMARKS AND LOGOS. You acknowledge and agree as between you and Sun that Sun owns the SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET trademarks and all SUN, SOLARIS, JAVA, JINI, FORTE, and iPLANET-related trademarks, service marks, logos and other brand designations ("Sun Marks"), and you agree to comply with the Sun Trademark and Logo Usage Requirements currently located at <http://www.sun.com/policies/trademarks>. Any use you make of the Sun Marks inures to Sun's benefit.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. If Software is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the Government's rights in Software and accompanying documentation will be only as set forth in this Agreement; this is in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense (DOD) acquisitions) and with 48 CFR 2.101 and 12.212 (for non-DOD acquisitions).

11. GOVERNING LAW. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply.

12. SEVERABILITY. If any provision of this Agreement is held to be unenforceable, this Agreement will remain in effect with the provision omitted, unless omission would frustrate the intent of the parties, in which case this Agreement will immediately terminate.

13. INTEGRATION. This Agreement is the entire agreement between you and Sun relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

#### SUPPLEMENTAL LICENSE TERMS

These Supplemental License Terms add to or modify the terms of the Binary Code License Agreement. Capitalized



terms not defined in these Supplemental Terms shall have the same meanings ascribed to them in the Binary Code License Agreement. These Supplemental Terms shall supersede any inconsistent or conflicting terms in the Binary Code License Agreement, or in any license contained within the Software.

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C. Java Technology Restrictions. You may not create, modify, or change the behavior of, or authorize your licensees to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention designation.

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F. Termination for Infringement. Either party may terminate this Agreement immediately should any Software become, or in either party's opinion be likely to become, the subject of a claim of infringement of any intellectual property right.

G. Installation and Auto-Update. The Software's installation and auto-update processes transmit a limited amount of data to Sun (or its service provider) about those specific processes to help Sun understand and optimize them. Sun does not associate the data with personally identifiable information. You can find more information about the data Sun collects at <http://java.com/data/>.

For inquiries please contact: Sun Microsystems, Inc., 4150 Network Circle, Santa Clara, California 95054, U.S.A.

## Appendix 2

### MICROSOFT SOFTWARE LICENSE TERMS

#### MICROSOFT XML CORE SERVICES (MSXML) 6.0

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.

By using the software, you accept these terms. If you do not accept them, do not use the software.

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- i. Right to Use and Distribute. The software is “Distributable Code.”
  - Distributable Code. You may copy and distribute the object code form of the software. You may not modify the software, and your programs must include a complete copy of the software, including set-up.
  - Third Party Distribution. You may permit distributors of your programs to copy and distribute the Distributable Code as part of those programs.
- ii. Distribution Requirements. For any Distributable Code you distribute, you must
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  - require distributors 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.
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  - 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; or
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  - 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;
  - rent, lease or lend the software; or
  - use the software for commercial software hosting services.
4. BACKUP COPY. You may make one backup copy of the software. You may use it only to reinstall the software.
5. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
6. 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.
7. 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).
8. SUPPORT SERVICES. Because this software is “as is,” we may not provide support services for it.
9. 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.
10. 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.
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11. 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.
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13. 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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claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

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.

### Appendix 3

#### MICROSOFT SOFTWARE SUPPLEMENTAL LICENSE TERMS

##### MICROSOFT .NET FRAMEWORK 3.5 SP1 FOR MICROSOFT WINDOWS OPERATING SYSTEM

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 (for which this supplement is applicable) (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.

The following license terms describe additional use terms for this supplement. These terms and the license terms for the software apply to your use of the supplement. If there is a conflict, these supplemental license terms apply.

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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).

2. MICROSOFT .NET BENCHMARK TESTING. The software includes the .NET Framework, Windows Communication Foundation, Windows Presentation Foundation, and Windows Workflow Foundation components of the Windows operating systems (.NET Components). You may conduct internal benchmark testing of the .NET Components. You may disclose the results of any benchmark test of the .NET Components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

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 applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.

### Appendix 4

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

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