

**Black Ice Software, LLC 950**

**Peninsula Corporate Circle Suite 2017 Boca Raton FL 33487**

**End User License Agreement for Windows Terminal Servers/Citrix 2016/2012/2008 R2/2003**

**IMPORTANT- READ CAREFULLY:** This Black Ice Software End-User License Agreement (“Agreement” or “EULA”) is a legal agreement between \_\_\_\_\_ (“Licensee”), and Black Ice Software, LLC (“Licensor”) for the **Black Ice Software ColorPlus Printer Driver Terminal Server** product (“Software Product” or “Software”) which includes computer software and associated media and printed materials, and may include “online” or electronic documentation. By exercising your rights to make and use copies of the Software Product, you agree to the terms of this End-User Agreement.

**SOFTWARE PRODUCT LICENSE:** The Software Product is protected by copyright laws and international copyright treaties as well as other intellectual property laws and treaties. The Software Product is licensed, not sold.

**GRANT OF LICENSE:** In consideration of payment made by Licensee to Licensor pursuant to this Agreement, licensor grants Licensee right to make and use **one copy** of the Software, subject to the terms and conditions contained herein, a non-exclusive, perpetual, limited, non-transferable (except as set forth herein), worldwide License to use and/or reproduce the Software on Licensor Computer(s) under the terms of this Agreement.

**RESTRICTIONS:**

(a) Licensee agrees not to reverse engineer, decompile, disassemble, extract or otherwise derive, the source code and any other ideas, algorithms or procedures from the Software or Documentation for any reason, except to the extent that Black Ice Software is not permitted by such applicable law to exclude or limit such rights.

(b) Licensee agrees to reproduce the Software and Documentation accurately and include Black Ice Software's original copyright and trademark notices, claims of confidentiality or trade secrets, and other proprietary rights notices on any copies of the Software and Documentation, including partial copies.

(c) Except to the extent expressly authorized herein or in the Documentation, Licensee agrees not to modify or create a derivative work of any part of the Software.

**COPYRIGHT:** All title and copyrights in and to the Software product incorporated in the Software Product, are owned by Licensor. The Software Product is protected by copyright laws and international treaty provisions. Therefore, you must treat the Software Product like any other copyrighted material except that you may either (a) make one copy of the Software product solely for backup or archival purposes, or (b) install the Software Product on a single computer provided you keep the original solely for backup or archival purposes.

**OTHER RESTRICTONS:** This End User License Agreement is your proof of license to exercise the rights granted herein and must be retained by you. You may not reverse engineer, decompile, or disassemble the Software Product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**LIMITED WARRANTY: NO WARRANTIES, NO REFUNDS.** Black Ice Software expressly disclaims any warranty for the Software Product. This Software Product and any related documentation is provided “as is” without warranty of any kind, either expressed or implied, including, without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non-infringement. The entire risk arising out of use or performance of the Software product remains with you.

**NO LIABILITY FOR CONSEQUENTIAL DAMAGES:** In no event shall Black Ice Software or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the ColorPlus Printer Driver Terminal Server Product, even if Black Ice Software has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation may not apply to you.

**US GOVERNMENT RESTRICTED RIGHTS:** The Software product is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (C) (1) (ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (C) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Black Ice Software, LLC, 950 Peninsula Corporate Circle Suite 2017 Boca Raton FL 33487.

Important: Please Fax to 561-757-4109

Tel: 561-757-4107

**MISCELLANEOUS:** If you acquired this product in the United States, this End User Agreement is governed by the laws in the State of Florida. If this product was purchased outside the United States, local laws may apply.

Black Ice Software is not in any way responsible for any damages caused by the use or misuse of this product. Should you have any questions concerning this End User Agreement, or if you desire to contact Black Ice Software for any reason, please contact the Black Ice Software subsidiary serving your country, or write: Black Ice Software, 950 Peninsula Corporate Circle Suite 2017 Boca Raton FL 33487.

I have read the above terms and agree to them **X** \_\_\_\_\_

**Customer Signature**

**Printed name X** \_\_\_\_\_

**Black Ice Software - Software Order Form Agreement of Terms**

**Product Name** \_\_\_\_\_

**Number of Server Licenses** \_\_\_\_\_

You have read the **End User License Agreement**, understand that you are purchasing a license to use the software and you agree to these terms.

**Customer's Initials** \_\_\_\_\_

**You understand that under *no circumstances* can a refund be issued.** You cannot receive a refund from Black Ice Software for this software product, nor will you receive a refund from any banking establishment you may have used as a form of payment.

**Customer's Initials** \_\_\_\_\_

Black Ice Software offers a 15-day free evaluation copy of the ColorPlus Printer Driver Product Line. By initialing the line below, you acknowledge you have downloaded the software, tested and used it for 15 days, and found that it suits your needs. Upon purchase, Black Ice Software, LLC can issue you an unlock code.

**Customer's Initials** \_\_\_\_\_

Black Ice Software will never be held liable due to the use or misuse of this product.

**Customer's Initials** \_\_\_\_\_

**Your signature below completely and unconditionally verifies that you have received your ColorPlus Printer Driver Terminal Server Product in evaluation version, which once registered, becomes your fully licensed version. You have successfully downloaded your evaluation copy, and you find this evaluation software satisfactory to your needs.**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Printed name** \_\_\_\_\_

**Company** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

Important: Please Fax to 561-757-4109

Tel: 561-757-4107

## **Maintenance/Subscription Plan**

Customer has the option to purchase a yearly subscription plan at 20% of the original price of the product. The yearly subscription plan includes quarterly Product Upgrades and free standard email technical support for the term of the contract. In order to extend the contract, the yearly subscription and upgrade contract must be renewed and paid in full before the term of the existing contract expires.

Initial here for subscription plan \_\_\_\_\_

**Important: Please Fax to 561-757-4109**

**Tel: 561-757-4107**

Page 3