

# General License and Support Conditions

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## 1. General

The terms defined in “Appendix 1: Definitions” shall apply for these “General License and Support Conditions”. These License and Support Conditions shall apply for all callas software GmbH software products.

The present agreement concerns solely executable object code and does not include any rights of any nature to the products’ source code.

Within this agreement, the specific products licensed by the customer shall be referred to as a whole as »the Product«. The Product shall be supplied with a manual in electronic format describing the Product characteristics and its use (»the Documentation«).

callas software GmbH sells its products and services solely to companies, but not to consumers.

The following provisions in Clauses 2 to 5 relate to licenses for the Product purchased by the customer, Clause 6 to any additional support services (software maintenance) for the Product, and Clauses 7 to 11 relate to both alike.

## 2. Scope of the License

### 2.1. Remunerated licenses

#### 2.1.1. Provisions for remunerated licenses for all versions

Purchase of a remunerated license from callas software GmbH shall entitle Licensee to the non-exclusive, perpetual right to use the Product on the agreed number of Licensee’s computers run on the agreed platform, and in addition the respective provisions of the Clause 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.6, 2.1.7, 2.1.8 or 2.1.9 shall also govern the purchased remunerated license.

Free licenses shall be governed by the provisions in Clause 2.2.

The remunerated license can be transferred to a third party in so far as and as soon as the license transfer form which can be requested from callas software GmbH is properly completed by Licensee and the third party and is received by callas software GmbH, and receipt of properly completed license transfer form has been confirmed in writing by letter or fax from callas software GmbH towards Licensee and the third party.

#### 2.1.2. Provisions for remunerated licenses for desktop versions

The remunerated license for desktop versions entitles Licensee only to the interactive use of the product directly on the computer (primary computer) on which the product is installed and running. In addition, the primary user of the Product may install and use the Product on either a portable computer or a computer located at his or her home (second computer), provided that the Product on the portable computer or the home computer is not used at the same time on the primary computer.

### **2.1.3. Provisions for remunerated licenses for server, command line and SDK versions**

The remunerated license for server, command line and SDK versions entitles Licensee to both direct and interactive use on the computer on which the Product is installed and running, as well as the indirect use from other computers in the internal network. For the indirect use it shall not matter through which mechanism the server, command line or SDK version is controlled, as long as such control is exclusively exercised from within the internal network, with the following exception: if the files or data to be processed arrive from outside of the internal network but all data or files that result from processing are used for productive use only inside the internal network, such use of the Product shall be covered by the remunerated licenses for server, command line and SDK versions, and an ASP license as defined in Clause 2.1.4 shall not be required in this specific case. Reports with a list of the results of processing are not considered to be data that is productively used and may therefore be provided to outside of the internal network without an ASP license.

### **2.1.4. Provisions for remunerated licenses for server, command line and SDK versions with ASP use**

The remunerated license for server, command line and SDK versions with ASP use entitles Licensee to both direct and interactive use on the computer on which the Product is installed and running, as well as the indirect use from other computers in the internal network as well as from outside of the internal network. For the indirect use it shall not matter through which mechanism the server, command line or SDK version is controlled, and whether such control is exercised from within the internal network or from outside of the internal network. It shall furthermore not matter, whether data or files processed by the product remain inside the internal network or are transferred to outside the internal network or are accessed, read, copied or used in any other way from outside the internal network.

### **2.1.5. Provisions for remunerated licenses for server, command line and SDK versions for Cluster use**

The remunerated license for server, command line and SDK versions for Cluster use entitles Licensee to use the Product on several uniform computer environments (nodes) on which it is installed and running and that are connected to each other in a cluster. The license covers both direct and interactive as well as the indirect use from other computers in the internal network. The nodes have to be based on the same virtual image that may be deployed onto an unlimited number of hardware platforms. The virtual image contains the Product and all configuration files that are required for processing. Reloading configuration files after start of an instance of the image in order to modify the behaviour of the Product in this particular instance is not permitted by this license and would require separate licenses for each instance of the image. For the indirect use it shall not matter through which mechanism the server, command line or SDK version is controlled, as long as such control is exclusively exercised from within the internal network, with the following exception: if the files or data to be processed arrive from outside of the internal network but all data or files that result from processing are used for productive use only inside the internal network, such use of the Product shall be covered by the remunerated license for server, command line and SDK versions for Cluster use, and an ASP license for Cluster use as defined in Clause 2.1.6 shall not be required in this specific case. Reports with a list of the results of processing are not considered to be data that is productively used and may therefore be provided to outside of the internal network without an ASP license.

### **2.1.6. Provisions for remunerated licenses for server, command line and SDK versions in Clusters with ASP use**

The remunerated license for server, command line and SDK versions in Clusters with ASP use entitles Licensee to use the Product on several uniform computer environments (nodes) on which it is installed and running and that are connected to each other in a cluster. The license covers both direct and interactive use on the computer on which the Product is installed and running, as well as the indirect use from other computers in the internal network as well as from outside of the internal network. The nodes have to be based on the same virtual image that may be deployed onto an unlimited number of hardware platforms. The virtual image contains the Product and all configuration files that are required for processing. Reloading configuration files after start of an instance of the image in order to modify the behaviour of the Product in this particular instance is not permitted by this license and would require separate licenses for each instance of the image. For the indirect use it shall not matter through which mechanism the server, command line or SDK version is controlled, and whether such control is exercised from within the internal network or from outside of the internal network. It shall furthermore not matter, whether data or files processed by the product remain inside the internal network or are transferred to outside the internal network or are accessed, read, copied or used in any other way from outside the internal network.

### **2.1.7. Provisions for remunerated license extensions for Add-Ons**

For each properly purchased remunerated license of the Product (base license) a remunerated license extension for Add-Ons can be purchased (if such Add-On is available for the given Product). This additionally purchased license extension entitles the Licensee to the use of additional functionality, in addition to the functionality of the base license.

### **2.1.8. Provisions for remunerated license extensions for Stand-by-Systems**

For each properly purchased remunerated license of the Product (base license) a remunerated license extension for a Stand-by-System can be purchased. This additionally purchased license extension entitles the Licensee to install the Product on an additional computer (backup system) of the same platform as that for which the base license has been purchased, as long as both computers are not used at the same time.

### **2.1.9. Provisions for remunerated license extensions for Development Systems**

For each properly purchased remunerated license of the Product (base license) Licensee may purchase remunerated license extensions for Development Systems. This additionally purchased license extensions entitle the Licensee to install and run the Product on a single development computer per license, as long as such computer is not used for production purposes (development license). The necessary preconditions for such a development license are that access to the development computer, directly or via a network, is only possible for developers developing or testing the product exclusively for the purpose or in preparation of support of the productive use of the base license. It is possible to purchase a remunerated license extension for Development Systems for a different platform than the platform for which the base license was purchased. Under no circumstances shall Licensee be entitled to use a development license for productive use, regardless of how such productive use is exercised.

## **2.2. Free use of evaluation versions of the Product**

For certain products, callas software GmbH offers freely available versions which can be run without purchasing a license key (evaluation versions), albeit with restrictions or limited

functionality compared with the purchased license of the same product as described in the pertinent product documentation. For evaluation versions Licensee shall be granted a non-exclusive, free, non-transferable and perpetual license to evaluate the Product on any number of Licensee's computers.

Evaluation in this sense is the consideration by Licensee whether to purchase the Product for productive use, and the development of products by Licensee in which a (subsequently purchased) remunerated licensed copy of the Product or an evaluation version is or will be integrated and whose intended use materially exceeds the integration of the callas software GmbH Product.

If Licensee integrates the evaluation version in one of his own products of the aforementioned type, he shall also be entitled to transfer the license to the integrated evaluation version when passing on his product to a third party.

### **3. Restrictions**

#### **3.1. Intellectual Property**

The Product and the Documentation are the copyrighted intellectual property of callas software GmbH.

When processing existing PDF documents with the Product, Licensee must respect the access permissions and permission controls which have been applied by the PDF document's author in order to grant or deny certain rights to the users of the document.

When using the Product, Licensee has to ensure that resources like fonts or ICC profiles are only used according to the license in effect for such fonts or ICC profiles or other resources. This also applies to the embedding of fonts, ICC profiles or other resources as well as to the direct or indirect modification of fonts, ICC profiles or other resources.

#### **3.2. Reverse Engineering and Confidentiality**

Licensee undertakes not to translate, disassemble, or reverse-engineer the Product, in so far as this is not permitted under Section 69e German Copyright Act.

Licensee undertakes not to redistribute or make publicly available any license key received from callas software GmbH.

#### **3.3. Updates and Upgrades**

If Licensee receives the Product as a new main version or maintenance release to an earlier version of the same or other product (Update) or if a product license is converted into a license for another product (Upgrade), the new license shall be provided on a license exchange basis. Installing and using an updated or upgraded version shall terminate the license for the earlier version.

#### **3.4. Additional restrictions**

Licensee undertakes not to:

- (a) circumvent technical limitations of the Product;
- (b) execute or control the Product through undocumented calls, interfaces or parameters;
- (c) use or execute components of the Product unless such use or execution is carried out by the Product or under the control of the Product;
- (d) to publish the Product such that third parties may copy it;
- (e) to rent or lease the Product, unless agreed upon in writing by callas software GmbH;

(f) to use the Product for use as a hosted service, unless agreed upon in writing by callas software GmbH.

## 4. Delivery

The Product and the Documentation shall be delivered in digital format only, either electronically or by download from a website of callas software GmbH or on digital storage media. Any maintenance release version or update version shall be retrieved from the callas software GmbH website at [www.callassoftware.com](http://www.callassoftware.com) or from a web location provided by callas software GmbH. callas software GmbH shall not provide Licensee with printed Documentation.

## 5. Warranty

### 5.1. Warranty for customers with registered offices in the Federal Republic of Germany

If the customer has registered offices in the Federal Republic of Germany, the following provisions shall apply:

Subject to Clause 9, the statutory provisions for warranties shall apply with the condition that the warranty period (time bar for warranty claims, Section 438 Subs. 1 German Civil Code) shall be one year. This shall not apply, however, for fault-related claims for damages under compensation for bodily harm or impairment of health due to a fault for which callas software GmbH is liable or under gross negligence by callas software GmbH or its agents, nor for cases of deceit by callas software GmbH; these cases shall be governed by statutory provisions.

### 5.2. Warranty for customers with registered offices outside the Federal Republic of Germany

If the customer does not have registered offices in the Federal Republic of Germany the following provisions shall apply:

If the Program, unmodified by the customer, does not meet the owed characteristics within a period of 30 days after conclusion of the license agreement, callas software GmbH shall promptly at its own expense and in its own discretion

- (i) provide a correction of or a workaround for any reproducible faults reported by Licensee and supply an updated version of the Program or
- (ii) refund any fees paid under this license agreement. In the latter case, Licensee shall immediately terminate any use and distribution of the Program and destroy any license keys issued by callas software GmbH. All further liability on the part of callas software GmbH is hereby expressly excluded.

## 6. Support Agreement / Support Services

In addition to purchasing the license, the customer can request support services from callas software GmbH (support agreement) against payment of an annual fee. This shall be agreed by the customer choosing the support service for the purchased licenses and callas software GmbH accepting the choice.

The support agreement shall be prolonged after each term of one year by the same period unless terminated by the customer with up to one month's notice to the end of the pertinent term sent by letter or fax.

This shall be without prejudice to the possibility of termination without notice for good cause.

Under the support agreement callas software GmbH shall render the services listed under the "Contractual Support" column in "Appendix 2: Support Services".

## **7. Liability**

### **7.1. Liability for customers with registered offices in the Federal Republic of Germany**

If the customer has registered offices in the Federal Republic of Germany, the following provisions shall apply:

callas software GmbH's liability for simple negligent breaches of cardinal duties (in other words duties whose fulfillment renders the proper execution of the agreement possible and on whose compliance the contractual partner may generally rely) is limited to the typical losses foreseeable when the agreement was concluded. callas software GmbH accepts no liability for simple negligent breaches of non-cardinal duties.

### **7.2. Liability for customers with registered offices outside the Federal Republic of Germany**

If the customer does not have registered offices in the Federal Republic of Germany, the following provisions shall apply:

Neither party shall be liable for any losses, interruptions of business or indirect, special, incidental losses or consequential losses of any kind (including foregone profit) arising from use regardless of the form of action whether in contract, tort (including negligence), strict product liability or otherwise. Regardless of the legal grounds, callas software GmbH's liability shall be limited (a) under and in conjunction with the license agreement to fivefold the license fee and (b) under and in conjunction with the support agreement to the annual support fee.

## **8. Data Protection**

callas software GmbH collects, processes, uses and transmits personal data solely in so far as this is necessary for executing and fulfilling the contractual relationship with the customer.

## **9. Applicable Law**

This agreement shall be governed by the law of the country in which the customer has his registered offices, however to the exclusion of the UN Convention Relating to a Uniform Law on the International Sale of Goods and the conflict of law provisions of international private law.

## 10. Use of trademarks

All trademarks or registered trademarks used are properties of their respective owners. Adobe®, Acrobat®, Acrobat® Reader™ and Adobe® Reader™ are trademarks or registered trademarks of Adobe Systems Incorporated.

## 11. Legal Forum

The exclusive legal forum for all disputes under and in conjunction with the purchase, license and/or support agreement(s) shall be callas software GmbH's registered offices for the customer's claims, for callas software GmbH's claims the registered offices of the customers or of callas software GmbH. This shall be without prejudice, however, to any statutory provisions for filing counterclaims by the other party in the forum of the original action.



## Appendix 1: Definitions

### 1. Computer

A computer is a hardware device, which is able to execute the Product. A virtual hardware partition (virtual machine) or a blade system – a modular computer which typically is not connected to a display or keyboard – is counted as a separate computer.

### 2. Platform

Combination of operating system and one or more hardware architectures. Fully compatible versions of operating system and/or hardware shall be deemed one platform.

*Examples:* Mac OS X and Mac OS X Server – regardless whether PowerPC or Intel based architecture – are considered as the same Mac OS X platform. Windows 2000/XP/Vista/7 as well as Windows Server 2000/2003/2008 – regardless whether 32bit or 64bit x86-hardware – are considered as the same Windows platform. Nevertheless, Solaris on x86 is a different platform than Solaris Sparc.

### 3. Product

A software program offered by callas software GmbH for a certain platform.

*Examples:* pdfToolbox Server 2 for Windows; pdfaPilot CLI 2 for Linux on x86-hardware

### 4. Desktop version

Product version for direct, interactive use through Licensee directly on the computer on which the product is installed and executed. The desktop version of the Product may be used interactively, at the discretion of Licensee, as standalone application independent of Adobe Acrobat or as an Acrobat-Plug-In inside of Adobe Acrobat.

*Examples:* pdfToolbox 4 Desktop or pdfaPilot 2 Desktop (both are available for Mac OS X or Windows)

### 5. Server, command line and SDK version

Product version for both direct and interactive use through Licensee directly on the computer on which the Product is installed and executed as well as indirect use by users on any computer inside the same internal network where the base license is installed.

*Examples:* pdfToolbox Server 4 for Windows; pdfaPilot CLI 2 for Linux on x86; pdfToolbox SDK 4 for AIX

### 6. Server, command line and SDK version for ASP use

Product version for both direct and interactive use through Licensee directly on the computer on which the Product is installed and executed as well as indirect use by users on any computer inside the same internal network where the base license is installed as well as use by users anywhere outside of that internal network where the product is installed, in all cases of non-interactive or indirect use independent of the technical transmission protocol used.

*Examples:* pdfToolbox Server 4/ASP for Windows; pdfaPilot CLI/ASP for Linux on x86; pdfToolbox SDK 4/ASP for AIX

### 7. Add-On

An Add-On is an extension for a Product, which extends the Product by offering additional functionality. An Add-On cannot be used on its own, but instead can only be installed, executed and used based on and depending on the Product which it extends.



*Examples:* DeviceLink Add-On for pdfToolbox 4 Desktop for Mac OS X, DeviceLink Add-On for pdfToolbox Server 4 for Windows

## **8. Internal network**

Internal Network is the private, proprietary network resource of the Licensee at Licensee's site at one geographical location, which can only be accessed by authorized users at that geographical location, for examples employees of Licensee or Licensee himself.

Internal Network specifically excludes the Internet (as such term is commonly defined) or access from internal networks of third parties or internal networks of Licensee at other geographical locations, regardless whether such access happens in terms of direct access through methods like portals, remote access technologies or protocols like SOAP or XML/RPC, or in terms of indirect access to the internal network of Licensee through email, SMS, Chat, Voice over IP (VoIP) or other communication protocols.

## **9. Productive use**

Productive use is use of the Product directly, indirectly or as support for profit-making activities or other activities according to its articles of incorporation by Licensee or a third party.

## **10. Major release**

A major release is a new version of the Product with significantly extended functionality. callas software GmbH releases major releases up to three times per year such that version numbers from one major release to the next major release may only differ in the number of the first decimal point.

*Examples:* pdfToolbox 4 Desktop v4.3, pdfaPilot Server 2 v2.1

## **11. Maintenance release**

A maintenance release (sometimes also called bug fix update or patch update) is a new version of the Product that rectifies faults or limitations without introducing substantial new functionality.

*Examples:* pdfToolbox 4 Desktop v4.3 (097) is a maintenance release for pdfToolbox 4 Desktop v4.3

## **12. Update**

An Update converts an existing Product license into a license for a newer major release of the same Product for the same platform.

*Examples:* Updating from pdfToolbox 4 Desktop v4.3 for Windows to pdfToolbox 4 Desktop v4.4 for Windows

## **13. Upgrade**

An Upgrade converts an existing license for a Product into a license for the same major release of a higher-quality Product, which constitutes a functional expansion of the first Product.

*Examples:* Upgrade from pdfToolbox 4 for Mac OS X to pdfToolbox 4 Server Mac OS X

## **14. Fault**

A fault (also called bug) is any variance from the documented behavior.

## **Appendix 2: Support Services**

<b>Service</b>	<b>Warranty (free)</b>	<b>Contractual support (fee-based)</b>
Response time for a support case	max. 5 working days (actual fault rectification may take longer)	max. 2 working days (actual fault rectification may take longer)
Type of support	exclusively for support incidents which directly relate to a fault in the Product	support incidents both with regard to faults in the Product as well as for support for optimal use of the Product
Communication channel for support incidents	exclusively through email and/or support portal	through email and/or support portal; if a support incident cannot be resolved within 30 days it can be escalated to obtain support through additional communication channels, namely by telephone and/or through remote web access, to be provided by callas software GmbH or a partner authorized by callas software GmbH
Time period throughout which support is available	Germany: 1 year otherwise: 30 days	throughout the term of the support contract
Correction or workaround for a fault	in so far as required by law	yes/free of charge
Modifications to support a newer version of a platform which is not fully compatible with the previous one	not included*	yes/free of charge
License to use the current maintenance release of the licensed Product	not included*	yes/free of charge
Availability (download) of the latest maintenance release of the licensed product	not included*	yes/free of charge
Availability (download) of the licensed product	up to availability of the next major release	throughout the term of the support contract
Update to the current main version of the licensed product	at the update list price	yes/free of charge
Information on availability of new maintenance or major releases	not included*	by email
Cross grade to a different platform for the licensed Product	at the cross grade list price	within one year after date of purchase: yes/free of charge

<b>Service</b>	<b>Warranty (free)</b>	<b>Contractual support (fee-based)</b>
Upgrade to current maintenance release of a higher-quality product of the same major release at the upgrade list price	1 year from purchase of original license	throughout the term of the support contract
Purchase of additional licenses of the licensed product at the list price	1 year from purchase of original license	throughout the term of the support contract

\* this service is not included in the warranty, but may nevertheless occasionally be offered by callas software GmbH at the sole discretion of callas software GmbH