



callas EULA

August 26, 2026

1. Scope

This End User License Agreement ("Agreement") governs the use of software products provided by callas software GmbH ("callas") to the customer ("Customer"). This Agreement may be superseded by a separate written agreement between callas and the Customer, including, without limitation, Support and Maintenance Agreements, OEM Agreements, or other individual agreements. To the extent of any inconsistency, such individual agreements shall prevail over this Agreement. For matters not expressly governed by an individual agreement or by this Agreement, the Durst Software Terms and Conditions (available here: [Durst Virtual Showroom – Terms and Conditions – GENERAL TERMS AND CONDITIONS](#)) supplement this Agreement and are incorporated herein by reference.

This Agreement applies to all software products, including Desktop, Server, CLI, SDK, License Server, and related components (collectively, the “Software”), unless explicitly agreed otherwise in writing.

2. License Grant

callas grants the Customer a **non-exclusive, non-transferable right** to install and use the Software for its business purposes, subject to this Agreement.

The Customer may use the Software:

- on individual systems (e.g. Desktop licenses), or
- in automated, server-based, or cloud-based environments, including distributed systems,
- including for processing files or data originating from third parties as part of the Customer’s own business operations.

Use of the Software through APIs, portals, or similar interfaces is permitted, provided that the Software itself is not made available for direct use, resale, or redistribution to third parties.

The Customer may not use the Software to provide processing results, reports, or derived data as a standalone or primary service to third parties, whether free of charge or for a fee, unless such use is explicitly permitted under the applicable license type (e.g. License Server-based licensing).

The Software, including all intellectual property rights, documentation and related materials, remains the exclusive property of callas software GmbH and its licensors. Except for the limited license expressly granted under this Agreement, no ownership rights are transferred to the Customer. The Customer shall not remove or alter copyright notices, trademarks or other proprietary notices included in the Software or documentation.

The Customer may not assign or transfer this Agreement or any rights granted under it without the prior written consent of callas. callas may assign this Agreement to an affiliated company or successor provided that such assignment does not materially reduce the Customer's contractual rights.

3. License Types and Limits

Use of the Software is subject to the **license type and capacity limits** purchased by the Customer, which may include:

- system-based licenses
- concurrent process limits
- credit-based or usage-based models
- License Server-based floating or distributed usage

Details of these limits are defined in the applicable product description, order, or licensing system.

The Customer must not exceed the licensed capacity. Exceeding agreed limits constitutes a breach of this Agreement, regardless of whether technical enforcement mechanisms are in place.

4. License Variants

Certain license types may be subject to additional restrictions:

Developer licenses may be used solely for development, testing, staging, or evaluation purposes and must not be used for productive or commercial processing.

Coldspare (failover) licenses may be used only as a backup for a corresponding valid production license and may be activated only in the event of a failure or unavailability of the primary licensed system.

Trial licenses are provided for a limited period and for evaluation purposes only. callas may restrict functionality and may terminate or modify trial access at any time. Trial licenses are provided without any obligation to continue use beyond the trial period. Trial licenses may be limited in duration, scope, or frequency of use.

NFR (not-for-resale) licenses are provided for a limited period and for non-commercial use, including evaluation, demonstration, or internal purposes, and must not be used for productive or commercial processing.

5. Restrictions

The Customer shall not:

- distribute, sublicense, rent, lease, or otherwise make the Software available to third parties, except as expressly permitted under this Agreement
- reverse engineer, decompile, or modify the Software, except to the extent permitted by applicable law
- use the Software in a way that circumvents or undermines licensing mechanisms

OEM use, or redistribution of the Software, requires a separate written agreement with callas. In such cases, the terms of the OEM agreement shall apply.

6. Installation and Copies

The Customer may install and run the Software as reasonably required for its licensed use, including backup copies and technical deployments (e.g. virtual machines, containers), provided that license limits are respected.

Licenses of the Software intended for manual use by an operator (Desktop licenses) that are not licensed through License Server can be installed on two different systems belonging to the same user, provided that the Software is not used concurrently on more than one system.

Licenses for the Software may be platform-dependent (only work on specific operating systems). The Customer may request a platform change, subject to the conditions of an active Maintenance Contract.

7. Updates and Changes

callas may provide updates, upgrades, or modifications to the Software. Minor updates (updates with the same major version number) are included in the license of the Software and can be installed by the Customer at no additional cost. Major updates (updates with a different major version number) are not included in the license of the Software. The Customer may be able to purchase an upgrade, or may have the right to an upgrade through a Maintenance Contract.

callas may modify features or functionality as part of ongoing product development, provided that such changes do not materially reduce the Software's core functionality.

8. Data Usage

The Software may collect and transmit technical and usage-related data (“Usage Data”), such as:

- feature usage
- performance and system information

- processing metrics

callas may use such Usage Data for its internal purposes, including:

- operating and supporting the Software
- improving products and services
- developing new features and technologies
- internal analytics and benchmarking

callas may also share Usage Data with other companies within the Durst Group where reasonably necessary for operating and supporting the Software, providing customer support, improving products and services, or developing new features and technologies. Any such sharing shall be limited to these purposes.

In all cases Usage Data will be used in aggregated or non-identifying form wherever reasonably possible.

callas will not use Usage Data in a way that is intended to identify or disadvantage the Customer in its market.

If personal data is processed, callas' applicable privacy policy applies.

9. Warranty

The Software is provided "as is".

callas warrants that the Software will perform substantially in accordance with its documentation. No further warranties are provided, including any implied warranties of merchantability or fitness for a particular purpose.

callas is not responsible for the operation of the Software in combination with third-party systems, environments, or data, and does not warrant compatibility with any specific third-party software, hardware, or workflows.

The Customer is solely responsible for verifying the accuracy and suitability of any output generated by the Software for its intended use and for maintaining appropriate backups of its files, data and configurations,

10. Liability

To the maximum extent permitted by law:

- callas shall only be liable for damages caused by intent or gross negligence
- callas shall not be liable for indirect, consequential, or economic damages, including loss of data or profits
- total liability is limited to the fees paid by the Customer for the Software in the preceding 12 months
- callas shall not be liable for failure or delay in performance due to circumstances beyond its reasonable control.

11. License Audit

callas reserves the right to verify compliance with the terms of this Agreement, including licensed capacity limits, provided that such verification does not unreasonably interfere with the Customer's operations.

12. Term and Termination

This Agreement remains in effect for the duration of the license. callas may terminate the Agreement if the Customer materially breaches its terms. Upon termination, the Customer must cease use of the Software and delete all copies.

Termination does not affect provisions which by their nature are intended to survive termination, including provisions relating to intellectual property, warranty disclaimers, limitations of liability and accrued payment obligations.

13. General

This Agreement is governed by the laws of Germany, excluding conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is the registered office of callas software GmbH.

14. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced, to the extent legally possible, by a valid provision that most closely reflects its commercial purpose.