CodeMeter Cloud FSB Hosting Conditions

of

WIBU-SYSTEMS AG
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(hereinafter referred to as **"Wibu-Systems"**)

Preamble

These terms and conditions apply to the hosting of a Firm Security Box (FSB) on the basis of a CodeMeter CloudContainer (hereinafter also referred to as CmCloudContainer). In addition and in case of doubt, subordinate, the General Terms and Conditions (GTC) of Wibu-Systems apply.

§ 1 Scope – Description of services, access, and usage rights

1.1 Wibu-Systems provides the Customer with a Firm Security Box (FSB) as SaaS (Software as a Service), hereinafter referred to as CmCloudFSB, for use via the Internet. The service allows the use of the FSB in combination with a Universal Firm Code and all the tools of CodeMeter SDK and CodeMeter License Central (CmLC).

1.2 The hosting services include:

(a) Provision and operation of the infrastructure

(b) Automatic monitoring of the functionality of the infrastructure

(c) Infrastructure maintenance (updates and security patches)

1.3 In order to support different Customer use cases, Wibu-Systems provides the following delivery options for productive operation:

Item number	Designation
6640-03	Hosting Cloud FSB for usage of one Universal Firm Code with all tools from CodeMeter SDK and CodeMeter License Central, using CmCloud
1210-30-100	Creation of an FSB with new Universal Firm Code
1210-30-103	Creation of an additional FSB for existing Firm Code
1210-33-100	FSB delivery: Delivery as ticket for CmCloud FSB
1210-33-103	FSB delivery: Delivery as CmCloud FSB to Wibu Operating Services (WOPS) for CmLC hosting

Table 1: Delivery options of the service

1.4 The CmCloudFSB service uses an Enterprise CmCloudContainer in a CodeMeter Cloud instance. Wibu-Systems offers cloud instances in different regions. The instance to be used is agreed with the Customer.

1.5 The Enterprise CmCloudContainer used by the CmCloudFSB service allows the simultaneous connection of up to 500 users or devices.

In addition to the restriction for the simultaneous use of an Enterprise CmCloudContainer, the maximum simultaneous use of a license is limited by the number of licenses that the Customer has purchased from Wibu-Systems for the relevant application.

1.6 For each CmCloudFSB, Wibu-Systems provides a credentials file that must be imported into the CodeMeter Runtime environment in order to gain access to the CmCloudFSB.

1.7 To ensure consistent availability and performance of CmCloudFSB, the API function calls are limited to a maximum of 20,000 calls per month. This restriction is not intended to affect the normal use of CmCloudFSB. The maximum number of function calls can be increased by Wibu-Systems on request, if there is a legitimate interest.

1.8 Wibu-Systems grants the Customer a revocable, non-exclusive, and non-transferable right to access CmCloudFSB during the agreed term and to use the service in accordance with these Terms.

§ 2 Disturbance classes

2.1 **Class 1 – CmCloudFSB is not available**

All users/devices cannot perform all or some API function calls (e.g., access and/or use by programs for CodeMeter license creation or AxProtector), although they can reach the service.

2.2 **Class 2 – CmCloudFSB has limited availability**

Some users/devices cannot perform all or some API function calls or cannot do so in an acceptable time span, although they can reach the service. Other users/devices can complete all API function calls.

An unacceptable time span is defined as a response time of more than 5 seconds. The response time is defined as the time between receipt by CmCloudFSB and the output of the response from CmCloudFSB for the API function call, i.e., it does not include the runtimes from the calling system to CmCloudFSB and back.

2.3 **Class 3 – CmCloudFSB is available**

Failures occur for individual users/devices that are not assigned to disturbance class 1 or 2.

2.4 If the outage was not caused by the CmCloudFSB system (e.g., failure due to interruption of the Internet connection), this outage is not counted as downtime.

Availability within one calendar month	Credit note
Less than 99.95%, but equal to or greater than 99.0%	10%
Less than 99.0%, but equal to or greater than 95.0%	25%
Less than 95.0%	100%

Table 2: Credit if availability is not reached

§ 3 Availability

3.1 Wibu-Systems makes commercially reasonable efforts to ensure that CmCloudFSB has an availability of 99.95% per calendar month.

3.2 A malfunction of CmCloudFSB that occurs due to exceeding the permitted API function calls per month in accordance with § 1 para. 7 does not constitute a failure. Wibu-Systems shall be responsible for providing evidence that the limit has been exceeded.

3.3 If the specified availability of CmCloudFSB pursuant to § 3 para. 1 is not achieved, Wibu-Systems shall grant the Customer a one-off credit for the calendar month concerned as a percentage of the remuneration paid for that month in accordance with GTC § C10 (only the line with the highest percentage is counted):

§ 4 Maintenance

4.1 Should maintenance become necessary that could affect the availability of CmCloudFSB, it will be carried out in accordance with GTC § C6 para. 2 to 5.

4.2 CmCloudFSB is not available during maintenance of the underlying CodeMeter Cloud instance.

§ 5 Quantity structure and fees

5.1 The Customer places a written order with Wibu-Systems or a Wibu-Systems sales partner for a CmCloudFSB for:

(a) a new Firm Code

(b) an existing Firm Code

5.2 If not all API function calls are used in a month, no refund will be made.

5.3 There is a one-off fee for creating/modifying an FSB. There is also a hosting fee for the ongoing use of CmCloudFSB, which is payable annually. Wibu-Systems or a Wibu-Systems sales partner will invoice the Customer at the beginning of the respective service period.

5.4 All fees and amounts set forth in these Hosting Terms or an Order are exclusive of taxes.

Note: In the event of any deviations resulting from the translation, the formulation set forth in the German version shall prevail.

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