CodeMeter Cloud Lite 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 CodeMeter Cloud Lite for the hosting packages:

- Hosting CodeMeter Cloud Lite Package S
- Hosting CodeMeter Cloud Lite Package M
- Hosting CodeMeter Cloud Lite Package L

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 CodeMeter Cloud Lite as SaaS (Software as a Service), hereinafter referred to as CmCloudLiteSaaS, for use via the Internet. The hosting services include:

(a) Provision and maintenance of infrastructure

(b) Installation of the application according to the selected scope of functions

(c) Automatic monitoring of the functionality of the infrastructure

(d) Automatic monitoring of CodeMeter Cloud Lite

(e) Maintenance of the operating system (updates and security patches)

(f) Maintenance of the CodeMeter Cloud Lite application (updates and security patches)

(g) Creation of a daily snapshot of the virtual machine

1.2 CmCloudLiteSaaS is used via the CodeMeter Cloud Lite API, hereinafter referred to as API-Function-Calls. The API-Function-Calls enable the following actions:

(a) Activate and deactivate licenses using CodeMeter Cloud Lite Access-REST-API

(b) Manage licenses with CodeMeter Cloud Lite Management-REST-API

1.3 API-Function-Calls added by Wibu-Systems in future versions of CmCloudLiteSaaS will be defined by Wibu-Systems by updating Appendix A - Definition API-Function-Calls. Wibu-Systems will endeavor to ensure that the API-Calls are backward compatible with previous versions of the API.

1.4 Wibu-Systems provides the following hosting packages and options for productive operation to support different Customer use cases:

Item number	Designation
6630-01	Hosting CodeMeter Cloud Lite Package S
6630-02	Hosting CodeMeter Cloud Lite Package M
6630-03	Hosting CodeMeter Cloud Lite Package L
6631-01 6631-02 6631-03	Additional 1,000,000 calls for CodeMeter Cloud Lite Package S, M, L
6632-01 6632-02 6632-03	Additional CmContainer/User for CodeMeter Cloud Lite Package S, M, L
6633-01	Hosting CodeMeter Cloud Lite REST-API for retrieving usage statistics
6619-03	Hosting CodeMeter Cloud Lite operated by Wibu Operating Service on infrastructure of ISV, per line/instance

Table 1: Hosting packages and options

1.5 To ensure consistent availability and performance of CmCloudLiteSaaS, the number of usable CodeMeter Containers (hereinafter also referred to as CmContainers)/users and the number of API-Function-Calls per month is limited depending on the selected CodeMeter Cloud Lite hosting package. This limitation is not intended to affect the normal use of CmCloudLiteSaaS but is intended to protect against accidental and unexpected increases in API-Function-Calls by applications making exceptionally demanding requests.

1.6 Wibu-Systems grants the Customer a revocable, non-exclusive and non-transferable right to access CmCloudLiteSaaS during the agreed term and to use it in accordance with these Hosting Conditions. Wibu-Systems shall provide the Customer with the necessary passwords and access data for access to CmCloudLiteSaaS.

§ 2 Disturbance classes

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

All users/devices cannot perform all or some API-Function-Calls (e.g., assigning licenses to a user, assigning, or releasing licenses), although they can reach the service.

2.2 **Class 2 – CmCloudLiteSaaS is available with restrictions**

Some users/devices cannot perform all or some API-Function-Calls or cannot do so in an acceptable time, although they can reach the service. Other users/devices can complete all API-Function-Calls. An unacceptable time is defined as a response time that is more than 5 seconds longer than the expected maximum response time specified in Appendix A - Definition of API-Function-Calls. The response time is defined as the time between CmCloudLiteSaaS receiving and issuing the response from CmCloudLiteSaaS for the API-Function-Call.

2.3 **Class 3 – CmCloudLiteSaaS is available**

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

2.4 If an outage of CmCloudLiteSaaS is caused by an outage of the underlying CodeMeter License Central, this outage is not counted as downtime.

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

§ 3 Availability

3.1 Wibu-Systems will use commercially reasonable efforts to ensure the availability of CmCloudLiteSaaS. Since CmCloudLiteSaaS is based on CodeMeter License Central, the availability depends on the CodeMeter License Central hosting package used as follows:

Item number	CodeMeter License Central hosting package	Availability
6612-01-E	Enterprise Edition (formerly High Availability Package)	99.9%
6611-01-H	Performance Edition (formerly High Performance Edition)	99.7%
6610-01-P	Professional Edition (formerly Dedicated Server)	99.5%
6600-01-B	Basic Edition (formerly Datacenter Edition)	99.0%

Table 2: Availability of the service depending on the selected CodeMeter License Central hosting package

3.2 A malfunction of CmCloudLiteSaaS caused by exceeding the quantity framework according to the selected License Central hosting package does not constitute a failure. Wibu-Systems shall be responsible for providing evidence of the overrun.

3.3 If the specified availability of CmCloudLiteSaaS 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).

Availability within one calendar month	Credit depending on the selected CodeMeter License Central hosting package			
	Enterprise Edition (formerly High Availability Package)	Performance Edition (formerly High Performance Edition)	Professional Edition (formerly Dedicated Server)	Basic Edition (formerly Datacenter Edition)
Less than 99.9%, but equal to or greater than 99.7%	10%	/	/	/
Less than 99.7%, but equal to or greater than 99.5%	10%	10%	/	/
Less than 99.5%, but equal to or greater than 99.0%	10%	10%	10%	/
Less than 99.0%, but equal to or greater than 95.0%	25%	25%	25%	10%
Less than 95.0%	100%	100%	100%	100%

Table 3: Credit if availability falls below the limit depending on the selected CodeMeter License Central hosting package

§ 4 Maintenance

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

4.2 CmCloudLiteSaaS is not available during maintenance of the underlying CodeMeter License Central.

§ 5 Quantity structure and fees

5.1 The required computing power generally correlates with the number of CmContainers/users used and the number of API-Function-Calls. Fees are therefore incurred for the use of CodeMeterCloudLiteSaaS depending on the CodeMeter Cloud Lite hosting package selected.

Item number	Designation	Quantity CmContainer / User	Quantity Calls per month
6630-01	Hosting CodeMeter Cloud Lite Package S	100	100 million
6630-02	Hosting CodeMeter Cloud Lite Package M	1,000	1,000 million
6630-03	Hosting CodeMeter Cloud Lite Package L	10,000	10,000 million

Tabelle 4: User quantity structure of the service depending on the selected Hosting package

5.2 The Customer places a written order with Wibu-Systems or a Wibu-Systems sales partner for the selected hosting package. The Customer may change the hosting package by placing a new written order with Wibu-Systems or a Wibu-Systems sales partner.

(a) An upgrade of the hosting package is possible at any time and becomes effective at the beginning of the next month, provided the order is received at least 5 working days before the end of the month.

(b) A downgrade of the hosting package is possible with a notice period of 30 calendar days to the end of the month.

5.3 If not all CmContainers/users or API-Function-Calls are used in a month, no refund will be made.

5.4 The number of CmContainers/users and API-Function-Calls used is recorded monthly and compared with the selected CodeMeter Cloud Lite hosting package.

5.5 Wibu-Systems or a Wibu-Systems sales partner shall invoice the Customer for the fees owed as follows:

(a) monthly, quarterly, semi-annually, or annually in advance for the fees resulting from the selected CodeMeter Cloud Lite hosting package,

(b) monthly or quarterly in arrears for all additional fees incurred as a result of exceeding the permitted values in accordance with the selected hosting package.

5.6 All fees and amounts set out in these Hosting Conditions or an Order are exclusive of taxes. The Customer shall be solely responsible for the proper payment of all sales, service, valueadded, use, excise, and other taxes imposed by governmental authorities on the Customer for services provided by Wibu-Systems to the Customer under these Hosting Conditions.

Appendix A – Definition of API-Function-Calls

The following defines which CodeMeter Cloud Lite API calls are counted as API-Function-Calls.

The maximum response time for all API-Function-Calls listed below is one second.

The following **Access REST-API-Functions** are counted as API-Function-Calls:

- http://<URL>/cloudlite/**getsummary**
  (Get an overview of all available licenses)
- http://<URL>/cloudlite/**getcontents2**
  (Get information about all available licenses)
- http://<URL>/cloudlite/**access**
  (Allocate License)
- http://<URL>/cloudlite/**release**
  (License Release)
- http://<URL>/cloudlite/**getcontentsforhandle2**
  (Get information about all available licenses)
- http://<URL>/cloudlite/**revalidate**
  (Renew License Access)
- http://<URL>/cloudlite/**decreaseunitcounter**
  (Decrement Unit Counters)

The following **Management REST-API-Functions** are counted as API-Function-Calls:

- http://<URL>/cloudlite/manager/**licensesofticket3**
  (Determine licenses of a ticket)
- http://<URL>/cloudlite/manager/**assignlicensestouser2**
  (Assign licenses of a user)
- http://<URL>/cloudlite/manager/**licensesofuser2**
  (Determine licenses of a ticket)
- http://<URL>/cloudlite/manager/**removelicensesfromuser**
  (Cancel assignment of licenses to a user)
- http://<URL>/cloudlite/manager/**autoupdateusercontainer**
  (Apply Licenses for user)
- http://<URL>/cloudlite/manager/**getversion**
  (Query the version number of the Web-Services)

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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