CodeMeter Cloud Hosting Conditions

of

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(hereinafter referred to as **"Wibu-Systems"**)

Preamble

These terms and conditions apply to the hosting of Personal CmCloudContainers and Enterprise CmCloudContainers with the Seats fee model. 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 CmCloudContainer as SaaS (Software as a Service), hereinafter referred to as CmCloudSaaS, for use via the Internet. The provision of CmCloudSaaS enables the following actions:

(a) Create and manage CmCloudContainers via CmCloud Dashboard or CmCloud Management-REST-API.

(b) Access and use of CmCloudContainers from CodeMeter runtime environments via the CodeMeter Core-API, hereinafter referred to as API-Function-Calls.

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

Item number	Designation
6620-10-100	Hosting CodeMeter Cloud Seats prepaid seats for Personal and Enterprise CmCloudContainers
6620-10-200	Hosting CodeMeter Cloud Seats additional used seats for Personal and Enterprise CmCloudContainers
6620-80-100	CodeMeter Cloud REST-API for managing CmCloudContainers

Table 1: Functional scope of the service

1.3 Definition of a Seat (workstation): A seat is a real or virtual instance of a computer that a user can use independently of other users. In particular, a computer, a virtual machine, a terminal server session, or a container instance in containerized environments such as Docker is considered a Seat.

1.4 Wibu-Systems offers two types of CmCloudContainers:

(a) A Personal CmCloudContainer allows license access by a single user from up to three (3) Seats simultaneously. Licenses in a Personal CmCloudContainer can only be used with Seats that are directly connected to CmCloudSaaS via the CodeMeter runtime environment. The use of a Personal CmCloudContainer in environments that require network licenses, such as terminal servers or containerized environments, is excluded.

(b) An Enterprise CmCloudContainer can be shared by multiple users or devices and can be used on up to 500 Seats simultaneously. Both Seats that are connected directly via the CodeMeter runtime environment and Seats that are indirectly connected to CmCloudSaaS via one or more CodeMeter runtime environments are counted equally as Seats. The Customer can adjust the maximum permitted number of Seats for an Enterprise CmCloudContainer himself.

1.5 A Credentials File is available for each CmCloudContainer, which must be imported into the CodeMeter runtime environment in order to gain access to the respective CmCloudContainer.This Credentials File can be created manually in the CmCloud dashboard or in CodeMeter License Portal as well as automatically via the CmCloud-Management-REST-API.

1.6 API-Function-Calls include

(a) all CodeMeter Core API-Calls explicitly integrated into a software by the Customer,

(b) all CodeMeter Core API-Calls implicitly integrated into a software that were generated by tools provided by Wibu-Systems (e.g., CodeMeter Protection Suite), and

(c) all implicit CodeMeter Core API-Calls made by Wibu-Systems tools (e.g., CodeMeter WebAdmin, CodeMeter License Editor, CmBoxPgm, cmu, CmDust).

1.7 API-Function-Calls added by Wibu-Systems in future versions of CmCloudSaaS and the CodeMeter runtime environment 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.

1.8 To ensure consistent availability and performance of CmCloudSaaS, API-Function-Calls are limited to a maximum of 200,000 calls per seat per month. This limitation is not intended to affect the normal use of CmCloudSaaS but is intended to protect against accidental and unexpected increases in API-Function-Calls by applications that make exceptionally demanding requests.

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

1.10 If the use of CmCloudSaaS makes it necessary for the Customer to distribute certain software components of Wibu-Systems together with his own software, the following provisions shall apply:

(a) The Customer may integrate the Wibu-Systems software libraries required for the use of Wibu-Systems' protection systems into his computer programs or data in order to protect them from unauthorized use or to monitor their use as described in the respective manual.

(b) The Customer may also sublicense and supply the integrated Wibu-Systems software libraries together with the Customer's computer programs and data to distributors and end customers and distribute the Wibu-Systems runtime software as part of the Customer's protected software. The end customers shall have the right to use the Wibu-Systems software libraries and the Wibu-Systems runtime software as components of the Customer's protected computer programs and data in accordance with these Terms and Conditions.

§ 2 Disturbance classes

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

API-Function-Calls (e.g., access and/or use of CmCloudContainers) to more than ten (10) different Personal CmCloudContainers or one or more Enterprise CmCloudContainers with a total of more than ten (10) Seats on more than ten (10) different CodeMeter runtime environments are not possible, although the user's Internet connection is functional (e.g., web browsers can access external websites).

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

API-Function-Calls (e.g., access and/or use of CmCloudContainers) to more than ten (10) different Personal CmCloudContainers or one or more Enterprise CmCloudContainers with a total of more than ten (10) Seats on more than ten (10) different CodeMeter runtime environments cannot be performed in an acceptable time. An unacceptable amount of time is defined as a response time that is more than five (5) seconds longer than the expected maximum response time specified in Appendix A - Definition API-Function-Calls. The response time is defined as the time between the receipt by CmCloudSaaS and the output of the response from CmCloudSaaS for the API-Function-Call.

2.3 **Class 3 – CmCloudSaaS is available**

Some of the users of the hosting service experience outages that are not assigned to disturbance class 1 or 2.

2.4 If the outage was not caused by the CmCloudSaaS-System (e.g., outage due to interruption of the internet connection), this outage is not counted as downtime.

§ 3 Availability

3.1 CmCloudSaaS data is stored on a database cluster so that CmCloudSaaS and the data remain available in the event of a single hardware failure.

3.2 Wibu-Systems makes commercially reasonable efforts to ensure an availability of CmCloudSaaS of 99.95% per calendar month.

3.3 A malfunction of CmCloudSaaS that occurs due to exceeding the permitted API-Function-Calls per Seat and month in accordance with § 1 para. 8 does not constitute a failure. Wibu-Systems shall be responsible for providing evidence that the limit has been exceeded.

3.4 If the specified availability of CmCloudSaaS pursuant to § 3 para. 2 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
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

§ 4 Maintenance

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

§ 5 Quantity structure and fees

5.1 The required data capacity generally correlates with the number of CmCloudContainers and their simultaneous use by Seats. Fees are therefore incurred for the use of CmCloudSaaS, which are based on the number of Seats as defined in § 1 para. 3, are to be paid by the Customer and are billed per calendar month according to coordinated universal time (UTC).

5.2 Each Personal CmCloudContainer used is billed as one (1) Seat, even if it can technically be used on up to three (3) Seats simultaneously. Enterprise CmCloudContainers are billed according to the maximum number of Seats that have used this Enterprise CmCloudContainer simultaneously in the calendar month.

5.3 The Customer places a written order with Wibu-Systems or a Wibu-Systems sales partner for a certain number of Seats ("Prepaid Seats"). The Customer may change the number of Prepaid Seats ordered once a month by placing a new written order as follows:

(a) An increase of Prepaid Seats is possible at any time and will take effect at the beginning of the next month, provided the order is received at least five (5) working days before the end of the month.

(b) A reduction in the number of Prepaid Seats, subject to the minimum quantity, is possible with 30 calendar days' notice, effective at the end of the month.

5.4 The Customer assigns the Prepaid Seats to the created Personal CmCloudContainers (implicitly) and/or Enterprise CmCloudContainers (explicitly) as required. In addition to the Prepaid Seats, the Customer may assign further Personal CmCloudContainers and/or assign further Seats to Enterprise CmCloudContainers at his own discretion. In this case, the number of Seats used simultaneously ("Concurrent Seats") may be higher than the number of Prepaid Seats.

5.5 If not all Prepaid Seats are used in a month, there will be no refund for the unused Seats.

5.6 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 number of Prepaid Seats ordered,

(b) monthly or quarterly in arrears for all additional fees incurred as a result of exceeding the ordered Prepaid Seats in accordance with § 5 para. 3.

5.7 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, value-added, 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 Core API calls are counted as API-Function-Calls.

Compared to the complete listing according to the Core API Help, some API-Calls are missing in the following listings because they either cannot be used for Universal Firm Code or the execution is not passed on to CmCloudSaaS.

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

The following Core-API-Functions are counted as API-Function-Calls:

- CmCalculateSignature
- CmCrypt
- CmCrypt2
- CmCryptEcies
- CmCryptSim
- CmCryptSim2
- CmGetPublicKey
- CmGetSecureData
- CmAccess
- CmAccess2
- CmExecuteRemoteUpdate
- CmGetBoxContents
- CmGetBoxInhalt2
- CmGetBoxes
- CmGetInfo
- CmGetRemoteContext
- CmGetRemoteContext2
- CmGetRemoteContextBuffer
- CmRelease
- CmRevalidateBox
- CmSetRemoteUpdate
- CmSetRemoteUpdate2
- CmSetRemoteUpdateBuffer

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

Issue date: 2026-11-01