CodeMeter License Central Hosting Conditions

of

WIBU-SYSTEMS AG
Zimmerstrasse 5
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(hereinafter referred to as **"Wibu-Systems"**)

Preamble

These conditions apply to the hosting of CodeMeter License Central for the editions:

- Basic Edition (formerly Datacenter Edition)
- Professional Edition (formerly Dedicated Server)
- Performance Edition (formerly High Performance Edition)
- Enterprise Edition (formerly High Availability Package)

In addition and in case of doubt, subordinate, the General Terms and Conditions (GTC) of Wibu-Systems shall apply.

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

1.1 Wibu-Systems provides the Customer with CodeMeter License Central as SaaS (Software as a Service), hereinafter referred to as CmLicenseCentralSaaS, for use via the Internet. The hosting services include:

(a) Provision and maintenance of infrastructure

(b) Redundant installation of the systems according to the selected hosting package

(c) Automatic monitoring of the functionality of the infrastructure

(d) Automatic monitoring of CodeMeter License Central

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

(f) Maintenance of the CodeMeter License Central application (updates and security patches)

(g) Creation of a daily snapshot from data and system environment

1.2 In order to ensure consistent availability and performance of CmLicenseCentralSaaS, Wibu-Systems provides the Customer with the following hosting packages with performance data for productive operation in accordance with § 5 para. 2:

Item number	Designation
6600-01-B	Hosting CodeMeter License Central **Basic Edition** (for 1 year)
6610-01-P	Hosting CodeMeter License Central **Professional Edition** (for 1 year)
6611-01-H	Hosting CodeMeter License Central **Performance Edition** (for 1 year)
6612-01-E	Hosting CodeMeter License Central **Enterprise Edition** (for 1 year)
6613-01-E	Extension of **Enterprise Edition** by an additional permanent instance (for 1 year)
6613-02-E	Extension of **Professional**, **Performance**, or **Enterprise Edition** by an additional flexible instance (for 1 year)

Table 1: Hosting packages

1.3 If the Customer integrates CodeMeter License Central into his ERP landscape for the purpose of automated business process handling using the CodeMeter License Central Extensions and/or CodeMeter License Central Connectors provided, the customer-specific integration requires the ordering and operation of separate systems (Professional Edition) for the development of interfaces (D-System) and for the verification of the handling processes (Q-System).

Item number	Designation
6610-06	Hosting CodeMeter License Central Q-System Including CodeMeter License Central Professional Edition (for 1 year)
6610-07	Hosting CodeMeter License Central D-System Including CodeMeter License Central Professional Edition (for 1 year)

Table 2: Development systems

1.4 Wibu-Systems grants the Customer a revocable, non-exclusive, and non-transferable right to access CmLicenseCentralSaaS 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 CmLicenseCentralSaaS.

§ 2 Disturbance classes

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

All or some business transactions (e.g., creating tickets, activating licenses) cannot be carried out by any user/device.

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

Several users/devices cannot carry out all or individual business transactions or cannot do so in an acceptable time, although they can reach CmLicenseCentralSaaS. Other users/devices can carry out all business transactions.

2.3 **Class 3 – CmLicenseCentralSaaS is available**

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

2.4 If the outage was not caused by the CmLicenseCentralSaaS 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 make commercially reasonable efforts to ensure the availability of CmLicenseCentralSaaS depending on the selected hosting package as follows:

Item number	Designation	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 3: Availability of the service depending on the selected hosting package

3.2 A malfunction of CmLicenseCentralSaaS that occurs due to the monthly or hourly transaction volume being exceeded in accordance with § 5 para. 2 does not constitute a failure. Wibu-Systems shall be responsible for providing evidence of the overrun.

3.3 If the specified availability of CmLicenseCentralSaaS pursuant to § 3 para. 1 is not achieved, Wibu-Systems shall grant the Client a one-off credit for the calendar month in question 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			
	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 4: Credit in the event of lower availability depending on the selected hosting package

§ 4 Maintenance

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

4.2 Maintenance work for the purpose of

(a) Program updates from CodeMeter License Central

(b) Maintenance on the hardware for the FSB (Firm Security Box)

is carried out in consultation with the Customer. The frequency of updates depends on the Customer's requirements. The required maintenance time and duration is agreed and planned with the Customer.

§ 5 Quantity structure and fees

5.1 The number of transactions for the various hosting packages is based on a calculation that ensures undisturbed regular operation.

5.2 The following transactions are counted:

(a) An **activation / deactivation per license** is the creation, modification, or deletion of a Product Items in a CmContainer. An activation process can contain several items (CodeMeter License Central Item). Each item can contain several product items. An activation process can therefore contain several activations / deactivations per license. All activations / deactivations are counted, regardless of the interface used to carry them out. Interfaces are in particular the web interface for the Customer, a license portal (e.g., WebDepot or CustomDepot), the gateways, and the web services.

(b) A **license request per article** is each article that is contained in a ticket request. If a ticket query contains n articles, these are n license queries per article. All corresponding calls in a license portal (e.g., WebDepot or CustomDepot) or via the gateways are counted as a ticket query. These are in particular the calls of the functions doGetTicketInformation, getTicketInformation, or derived functions and the license overview in the license portal.

(c) A **web service** call is a call to a CodeMeter License Central web service by the Customer's own application or a connector.

Item number	Designation	Activations / deactivations per license (month / hour)	License requests per article (month / hour)	WebService Calls (month / hour)
6600-01-B	Basic Edition	1,500 / 15	50,000 / 500	-
6610-01-P	Professional Edition	3,000 / 30	250,000 / 2,500	250,000 / 2,500
6611-01-H	Performance Edition	25,000 / 250	250,000 / 2,500	250,000 / 2,500
6612-01-E	Enterprise Edition	50,000 / 500	500,000 / 5,000	500,000 / 5,000
6613-01-E	Extension Enterprise Edition by a further permanent instance	+25,000 / +250	+250,000 / +2,500	+250,000 / +2,500

Table 4: Quantity structure of hosting packages per month / hour

5.3 All transactions are recorded both monthly and hourly. The value per hour is calculated as a burst value (maximum value) of the value per month and is listed separately in the table above.

5.4 If the monthly transaction volume from the "Basic Edition" hosting package is exceeded as defined below, Wibu-Systems is entitled to automatically switch the customer to the "Professional Edition" hosting package at the list price valid at the time of the switch and to charge the difference starting from the following month. The following criteria apply alternatively:

(a) Exceeding the transaction volume by more than 100% in three consecutive months.

(b) Exceeding the transaction volume by more than 400% within one month.

5.5 In case of the hosting packages "Professional Edition", "Performance Edition", or "Enterprise Edition", Wibu-Systems will inform the customer if the permissible transaction volume is exceeded. If the transaction volume is exceeded by more than 100% in three consecutive months, Wibu-Systems and the Customer will jointly decide on an upgrade to a higher hosting package.

5.6 The hosting fee is payable annually. Wibu-Systems or a Wibu-Systems sales partner will invoice the Customer at the beginning of the respective service period.

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.

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