CodeMeter License Portal Hosting Conditions

of

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

Preamble

These terms and conditions apply to the hosting of CodeMeter License Portal for the following editions:

- Basic Edition
- Professional Edition
- Enterprise Edition

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

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

1.1 Wibu-Systems provides the Customer with CodeMeter License Portal as SaaS (Software as a Service), hereinafter referred to as CmLicensePortalSaaS, 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 License Portal

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

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

1.2 In order to support different customer use cases, CmLicensePortalSaaS is available as Basic, Professional or Enterprise Edition. For an overview of the features of the three editions, see the CodeMeter License Portal Datasheet.

1.3 Wibu-Systems grants the customer a revocable, non-exclusive, and non-transferable right to access CmLicensePortalSaaS during the agreed term and to use it in accordance with these terms and conditions. Wibu-Systems shall provide the client with the necessary passwords and access data for access to CmLicensePortalSaaS.

§ 2 Disturbance classes

2.1 **Class 1 - CmLicensePortalSaaS is not available**

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

2.2 **Class 2 - CmLicensePortalSaaS is available with restrictions**

Several users/devices cannot perform all or individual business transactions or cannot perform them in an acceptable time, although they can reach CmLicensePortalSaaS. Other users/devices can carry out all business transactions.

2.3 **Class 3 - CmLicensePortalSaaS is available**

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

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

2.5 If the outage was not caused by the CmLicensePortalSaaS 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 CmLicensePortalSaaS. Since CmLicensePortalSaaS 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	Enterprise Edition (formerly High Availability Package)	99.9%
6611-01	Performance Edition (formerly High Performance Edition)	99.7%
6610-01	Professional Edition (formerly Dedicated Server)	99.5%
6600-01	Basic Edition (formerly Datacenter Edition)	99.0%

Table 1: Availability of the service depending on the selected CodeMeter License Central hosting package

3.2 A malfunction of CmLicensePortalSaaS 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 CmLicensePortalSaaS is not achieved in accordance with § 3 para. 1, Wibu-Systems shall grant the customer 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 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 2: Credit in the event of lower availability depending on the selected CodeMeter License Central hosting package

§ 4 Maintenance

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

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

§ 5 Quantity structure and fees

5.1 There are no technical limits to the number of users, user groups or projects.

5.2 The resources required correlate with the number of CodeMeter Containers (hereinafter also referred to as CmContainers) managed by CmLicensePortalSaaS. Hosting fees are therefore incurred for the use of CmLicensePortalSaaS, which are based on the number of active CmContainers. The number is determined for each calendar month based on the highest number of active CmContainers in the calendar month. A CmContainer is considered active if it contains at least one active license. A perpetual license is only counted as active if the last activation or reactivation took place within the last 5 years.

5.3 All editions can be ordered for a specific number of CmContainers or for an unlimited number of CmContainers. With a limited number of CmContainers, the number of manageable licenses is technically limited to 10 x number of CmContainers ordered. If the customer uses the "Unlimited License" product, CmLicensePortalSaaS must be ordered with an unlimited number of CmContainers.

5.4 The customer shall place a written order with Wibu-Systems or a Wibu-Systems sales partner for a specific number of CmContainers. The customer may change the number of CmContainers ordered by placing a new written order as follows:

(a) An increase in the number of CmContainers booked is possible at any time and will take effect at the beginning of the next month, provided that the order is received at least 5 business days before the end of the month.

(b) A reduction in the number of CmContainers booked is possible with a notice period of 90 calendar days to the end of the billing period.

5.5 For monitoring the number of active CmContainers, CmLicensePortalSaaS displays the following messages to the customer in the dashboard:

(a) Warning message if: Number of active CmContainers > 80% of number of CmContainers booked

(b) Error message if: Number of active CmContainers > number of CmContainers booked

Once the number of booked CmContainers has been exceeded, the following functions are no longer available:

a) Issuing new licenses

b) Importing externally created licenses

5.6 If not all booked CmContainers are used during the service period, no refund will be given for the unused CmContainers.

5.7 The hosting fee is payable annually, either per contract year or per calendar year. It is due for the first year upon conclusion of the contract and thereafter annually in advance. In the case of billing per calendar year, the fee for the year in which the contract is concluded is calculated on a pro rata basis. Wibu-Systems or a Wibu-Systems sales partner will issue an invoice to the customer at the beginning of the respective service period.

5.8 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 servicesprovided 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.

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