CodeMeter License Reporting Hosting Conditions

of

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

Preamble

These terms and conditions apply to the hosting of the CodeMeter License Reporting product in the Basic, Professional, and Enterprise editions. In addition, and in case of doubt, 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 Reporting as SaaS (Software-as-a-Service), hereinafter referred to as CmLRSaaS, for use via the internet. The hosting services include:

(a) Daily data import: The usage data is aggregated and uploaded as a data package at regular intervals. The processed usage data for a 24-hour period is collected and made available at the end of the day.

(b) Interactive dashboards for evaluating usage data.

(c) Mapping editor for aliasing Product Codes & CodeMeter Container (CmContainer) serial numbers (Professional Edition and above).

(d) Data export for own analyses (Professional Edition and above).

(e) REST API for automated connection of data to external systems (Enterprise Edition and above).

1.2 CmLRSaaS is based on event-based license logs generated by CodeMeter Cloud (CmCloud) or CodeMeter License Server. For each license assignment, the following information is recorded and transferred to the CmLRSaaS system:

(a) Firm Code – unique manufacturer ID

(b) Product Code – identification of the licensed product

(c) Feature Code – function ID within the product

(d) Release Code – version information of the license

(e) Access Mode – mode of assignment (UserLimit, Exclusive, StationShare)

(f) Session Handle – unique session reference

(g) License Handle – unique usage reference

(h) CmContainer Serial Number – serial number of the license-bearing CodeMeter license container

(i) License Quantity (Current) – currently allocated license quantity of the entry

(j) ProductItemID – internal ID of the individual product copy

(k) EPD 136 (Extended Protected Data #136) – contains the TicketLicenseID

(l) Firmware Version – firmware version of the CmContainer

(m) IP address of the client transmitting the data

(n) Username – name of the user requesting the license

(o) Hostname – computer name of the client system from which the license is accessed

(p) Request timestamp – time of license access

(q) Response from the license server and any error messages

(r) Seats information – number of configured seats (CmCloudContainer only)

(s) Instance_uid – random number as identifier of the CodeMeter instance

1.3 For productive operation, Wibu-Systems offers the customer the following hosting packages with performance data in accordance with § 6 para. 2:

Item number	Description	Remarks
6625-10000-HP	Hosting CodeMeter License Reporting Basic Edition	Seats dashboards only
6625-10001-HP	Hosting CodeMeter License Reporting Professional Edition	Upgrade: 6625-10001-HP-UL (unlimited)
6625-10002-HP	Hosting CodeMeter License Reporting Enterprise Edition	Upgrade: 6625-10002-HP-UL (unlimited)

Table 1: Scope of Service Features

1.4 Wibu-Systems grants the customer a revocable, non-exclusive, and non-transferable right to access CmLRSaaS during the agreed term and to use it in accordance with these terms and conditions. Wibu-Systems provides the customer with the necessary passwords and access data for accessing CmLRSaaS.

1.5 The „usage time" metric is the basis for usage-based billing to end customers. The following applies to the calculation of usage time:

(a) The calculation is based on the so-called handles of license usage. Usage begins with the opening of a handle and ends with the closing of the corresponding handle.

(b) If no explicit end of a handle is detected, the time of the last recorded contact of this handle with the license server is considered the end of use.

(c) Multiple parallel license uses are aggregated. Example: If three users access a license simultaneously within the same minute, the cumulative usage time for this period (one minute) is three minutes.

§ 2 Activation of license reporting for offline CmContainer (CmActLicense & CmDongle)

The consent of the users of the customer application is required for the recording and transmission of usage data. The customer must obtain the express consent of its users for this purpose.

2.1 The telemetry function is disabled by default for offline CmContainer. Activation requires that

(a) the customer activates the telemetry function in CodeMeter Runtime and

(b) the user of the customer application verifiably (in WebAdmin or via an integrated query during installation) gives two separate consents:

I. to record usage data and

II. to transmit this data to the CmLRSaaS service.

2.2 No usage data will be recorded or transmitted until both consents have been obtained.

2.3 Consent can be revoked at any time in CodeMeter WebAdmin; data recording and transmission will stop immediately up-on revocation.

2.4 For offline CmContainer, data can be temporarily stored and only transferred when the next online connection is established or via manual export (e.g., file upload). The customer is responsible for ensuring secure transmission.

§ 3 Disturbance classes

3.1 **Class 1 – CmLRSaaS is unavailable**

All customers experience a complete failure of CmLRSaaS or a significant functional restriction (e.g., REST API not accessible), which no longer allows the evaluation of usage data, even though they can access the service.

3.2 **Class 2 – CmLRSaaS is available with restrictions**

Some customers are unable to perform all or some functions (e.g., individual dashboard) or cannot do so within an acceptable time, even though they can access the service.

3.3 **Class 3 – CmLRSaaS is available**

Individual customers experience outages that are not classified as Class 1 or 2.

3.4 If the outage was not caused by the CmLRSaaS system (e.g., outage due to internet connection interruption), this outage is not counted as downtime.

§ 4 Availability

4.1. Wibu-Systems shall make commercially reasonable efforts to ensure availability in accordance with the following table per calendar month.

Edition	Target Availability	Determination
Basic Edition	–	–
Professional Edition	99.5%	External HTTP probe on API endpoint & dashboard login
Enterprise Edition	99.9%	Same as Professional Edition

Table 2: Service availability depending on the edition

4.2 If the specified availability of CmLRSaaS according to § 4 para. 1 is not achieved, Wibu-Systems shall grant the customer a one-time credit for the calendar month in question in accordance with GTC § C10 as a percentage of the remuneration paid for that month (only the line with the highest percentage counts):

Availability within a calendar month	Credit		
	Enterprise Edition	Professional Edition	Basic Edition
Less than 99.9%, but equal to or greater than 99.5%	10%	/	/
Less than 99.5%, but equal to or greater than 99.0%	10%	10%	/
Less than 99.0%, but equal to or greater than 95.0%	25%	25%	/
Less than 95.0%	100%	100%	/

Table 3: Credit if availability is not met

§ 5 Maintenance

If maintenance becomes necessary that could affect the availability of CmLRSaaS, it will be carried out in accordance with GTC § C6 para. 2 to 5.

§ 6 Quantity structure and fees

6.1 The required data capacity generally correlates with the number of CmContainer stored in the database for reporting purposes. The highest number of CmContainer stored per calendar month is relevant for calculating the fees.

6.2 Both the Professional Edition and the Enterprise Edition can be ordered for a specific number of CmContainer or for an unlimited number of CmContainer.

6.3 The customer submits a written order for a specific number of CmContainer to Wibu-Systems or a Wibu-Systems sales partner. The customer can change the number of CmContainer ordered once a month by submitting a new written order as follows:

(a) An increase in the number of CmContainer booked is possible at any time and will take effect at the beginning of the following 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 CmContainer booked is possible with a notice period of 30 calendar days to the end of the month.

6.4 If the number of CmContainer actually stored exceeds the number of CmContainer booked, CmLRSaaS will display a warning message to the customer in the dashboard. Once this message is displayed, the customer has 30 calendar days to order additional CmContainer. If no order is placed within this period, after 30 days the service will automatically be reduced to the functionality of the Basic Edition. After purchasing additional CmContainer, the functions of the booked edition will be reactivated immediately.

6.5 Wibu-Systems or a Wibu-Systems sales partner will invoice the customer for the fees owed in advance on a monthly, quarterly, semi-annual, or annual basis.

6.6 All fees and amounts specified in these Hosting Terms and Conditions or in an order are exclusive of taxes. The customer is solely responsible for the proper payment of all sales, service, value-added, usage, consumption, and other taxes levied by government authorities on the customer for services provided by Wibu-Systems to the customer under these Terms and 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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