General Terms and Conditions

§ A General Provisions

§ A1 Subject Matter

A1.1 These General Terms and Conditions (GTC) shall apply to all deliveries and services of Wibu-Systems. Where applicable, the special provisions (Parts B, C and D) shall take precedence over the general provisions (Part A).

A1.2 Individual services of Wibu-Systems are subject to product-specific Hosting conditions. Insofar as these are relevant in individual cases, they shall take precedence over the provisions set out in para. 1.

A1.3 Both Wibu-Systems' and the Customer's affiliated companies pursuant to §§ 15 et seq. of the German Stock Corporation Code (AktG) are also covered by these GTC.

A1.4 Deviating terms and conditions of the Customer shall not apply unless Wibu-Systems has expressly agreed to them in writing.

§ A2 Conclusion of Contract

A2.1 Offers and quotations from Wibu-Systems are non-binding. Product directories, samples, price lists and the like also do not constitute binding offers.

A2.2 The commissioning of the service by the Customer shall be deemed a binding offer.

A2.3 Unless otherwise stated in the order, Wibu-Systems is entitled to accept this offer within three weeks of its receipt.

A2.4 Wibu-Systems shall declare acceptance by means of a written order confirmation.

A2.5 The illustrations, drawings, weights, and dimensions attached to an order confirmation are only approximate values and are not binding unless they are expressly designated as binding.

A2.6 Wibu-Systems shall retain its rights to quotations and all other documents at all times, in particular ownership rights, copyrights and all other rights of use, reproduction, or exploitation. The Customer may not make them accessible to third parties without express consent. If no contract is concluded, all documents must be returned to Wibu-Systems upon request.

§ A3 Provision of Services

A3.1 All information provided by Wibu-Systems regarding the expected time and cost of a commissioned service are estimates based on the conditions specified by the Customer and are non-binding; the same applies to information regarding delivery and performance dates unless they are designated as binding.

A3.2 Wibu-Systems reserves the right to prepare minutes of meetings with the Customer, recording the main points discussed and the decisions made. Wibu-Systems without undue delay shall provide the minutes to the Customer upon its completion. If the Customer does not object within seven calendar days with its own counter-proposal, the content of the minutes shall become binding for both parties. An objection shall be negotiated at the next meeting.

A3.3 Wibu-Systems is entitled to have individual services performed by third parties. To the extent necessary for the proper fulfillment of the contractual obligations, these third parties may be given access to the Customer's documents, information, and data in accordance with data protection regulations. Even if third parties are employed, Wibu-Systems shall remain responsible for the performance and the success of the service if promised.

A3.4 The Parties shall be released from their respective obligations to perform for as long and to the extent that they cannot be fulfilled due to force majeure. Force majeure refers to circumstances beyond the Parties' control, such as strikes, epidemics, natural disasters, war, power failures, or technical infrastructure failures. The same applies to non-delivery by a supplier due to force majeure for which the affected party is not responsible.

§ A4 General Obligations of the Customer to Cooperate

A4.1 Unless otherwise agreed, the Customer alone is responsible for backing up his data. Wibu-Systems accepts no liability for any unintentional loss of data as a result of the contractually agreed provision of services.

A4.2 The Customer shall provide Wibu-Systems with all information and data required to perform the services in a complete and accurate manner. In this respect, Wibu-Systems shall have no obligation to investigate. If necessary, the Customer shall temporarily provide Wibu-Systems with hardware and other items or grant Wibu-Systems access to its hardware and software infrastructure.

A4.3 The Customer shall fulfill its – general and, if applicable, special – obligations to cooperate in his own interest and may not demand any remuneration for this. If the Customer fails to comply with his obligations to cooperate, any agreed performance deadlines shall be extended accordingly after the expiry of a reasonable period set by Wibu-Systems in writing. Wibu-Systems reserves the right to temporarily suspend the services after the expiry of a reasonable period set in writing and to resume them at its own discretion. Other claims and rights of Wibu-Systems shall remain unaffected.

§ A5 Prices and Terms of Payment

A5.1 The remuneration owed by the Customer is laid down in the order confirmation.

A5.2 Unless otherwise agreed, all prices are FCA Karlsruhe (Germany) plus applicable VAT and, if applicable, plus shipping costs.

A5.3 Wibu-Systems shall be bound by the prices stated in the order confirmation for 120 calendar days from the date of confirmation. If per agreement performance is rendered after this date or if no price has been specified, Wibu-Systems' listed price valid on the date of performance shall apply.

A5.4 If performance is delayed due to circumstances for which Wibu-Systems is not responsible, and if the costs on which the price calculation is based have increased by at least three percentage points between the agreed and the actual date of performance, Wibu-Systems reserves the right to make reasonable price adjustments. The Customer shall be notified of any price adjustment in writing, together with an explanation of the reasons for the adjustment, before Wibu-Systems performs the service.

A5.5 The remuneration shall be due for payment without deduction 30 calendar days after the invoice date. If the Customer is in default of payment, Wibu-Systems shall charge interest at a rate of five percentage points above the general statutory interest rate.

A5.6 The Customer may only set off claims against Wibu-Systems that are undisputed or have been legally established. Outside the scope of § 354a of the German Commercial Code (HGB), the Customer may only assign claims arising from the contract to third parties with the prior written consent of Wibu-Systems. The Customer shall only be entitled to a right of retention or the defense of non-performance of the contract within the respective contractual relationship.

A5.7 If it becomes apparent after conclusion of the contract that the payment claim is jeopardized by the Customer's inability to pay, Wibu-Systems shall be entitled to refuse performance and to withdraw from the contract.

§ A6 Warranty for Defects

A6.1 With the exception of services according to §§ 611 et seq. (dienstvertragliche Leistungen) of the German Civil Code (BGB), Wibu-Systems warrants that performance corresponds to the agreed quality and is suitable for the intended use. It shall not have any defects that cancel or reduce its value or suitability for the customary use or the use assumed under the contract. The relevant time is the passing of risk, i.e., the dispatch of the goods in the case of the delivery of hardware, the provision for download in the case of the delivery of software, and the acceptance by the Customer in the case of services to produce a work.

A6.2 Technical data, specifications, descriptions, and promises of performance contained in these GTC, in any attachments or in the order confirmation are to be understood exclusively as quality specifications (Beschaffenheitsvereinbarungen) according to § 434 para. 1 sentence 1 BGB) and do not constitute any further guarantee.

A6.3 Unless an acceptance test (§ D6 para. 1) is to be carried out anyway, the Customer must inspect performance immediately upon passing of risk and, if a defect becomes apparent, notify Wibu-Systems accordingly in writing within 30 calendar days and in such a way that Wibu-Systems is able to understand and evaluate the defect. If the Customer fails to notify Wibu-Systems in due time, performance shall be deemed approved, unless the defect was not recognizable during the inspection. If such a defect is discovered later, the notification must be made within 30 calendar days of its discovery; otherwise, performance shall be deemed approved in this respect as well.

A6.4 Wibu-Systems shall rectify any defects reported within the deadline or recorded in the acceptance report (§ D6 para. 2 sentence 2) without undue delay within the scope of what is technically possible. The specific type of defect rectification is at Wibu-Systems' discretion. The Customer must give Wibu-Systems the time, access, and opportunity required to rectify the defect and hand over any hardware or software that is the subject of complaint for testing purposes. The rectification of defects shall not include the installation and deinstallation of hardware or software as well as the associated costs.

A6.5 The Customer shall support Wibu-Systems in the search for and rectification of defects in accordance with § A4.

A6.6 Any warranty claims shall expire within one year of the passing of risk.

A6.7 Warranty claims shall be excluded if a defect is due to the fact that the Customer or a third party has modified, improperly used, or repaired the object of performance without Wibu-Systems' consent or has not installed, operated, or maintained the object of performance in accordance with Wibu-Systems' manuals and instructions.

A6.8 If Wibu-Systems provides services in the search for or rectification of defects without being obliged to do so, Wibu-Systems reserves the right to charge the Customer for the expenses incurred. This applies in particular if a defect cannot be proven, reproduced or is not attributable to Wibu-Systems.

A6.9 CRA Support Period: Irrespective of the liability for defects under the preceding paragraphs, Wibu-Systems shall provide security updates for products with digital elements within the meaning of Regulation (EU) 2024/2847 (Cyber Resilience Act) for the support periods defined

below: at least six years for CodeMeter Runtime and CodeMeter Embedded, and at least five years for all other software and cloud products, in each case from the date of the respective major release; and at least five years from the date of placing on the market for hardware products (CmDongle) (CRA Support Period Policy, reference: ND-00136). The end-of-support date is specified in the current version of the Wibu-Systems Lifecycle Document, which is available for download in English and German from the customer portal under "Support Center" > "Resources for Developers" > "Product Life Cycle." This CRA support period does not constitute a guarantee extending beyond statutory liability for defects; rather, it ensures compliance with the manufacturer's obligations set out in Article 13(8) and Article 13(19) of Regulation (EU) 2024/2847.

§ A7 Liability

A7.1 Both parties shall be liable for damages due to the breach of contractual obligations insofar as they are at fault.

A7.2 The amount of liability for simple negligence is limited to the damage typically foreseeable for the party causing the damage at the time of the breach of duty, but in any case not more than € 100,000 (one-hundred-thousand) per damaging event or the turnover achieved by Wibu-Systems with the Customer in the previous 12 months, whichever is lower. The turnover value is extrapolated to 12 months if the business relationship with the Customer is shorter.

A7.3 Wibu-Systems shall only be liable for obvious damage or other readily recognizable impairments of delivered hardware or software if the Customer has certifiably reserved any claims for compensation with the delivery service or carrier immediately upon receipt of the goods.

A7.4 Non-contractual liability remains unaffected.

A7.5 Liability is excluded

(a) if the Customer himself is responsible for the damage (§ 254 BGB), in particular because he

- has not complied with the duty to cooperate (§ A4),
- services have not been used in accordance with the contract (e.g., operating errors; use of hardware or software that does not comply with specifications),
- has made unauthorized changes to the object of performance,
- has disregarded statutory or contractual provisions on loss minimization;

(b) for loss of profit;

(c) for damages due to defective components from third-party manufacturers or open source software, unless these were selected or recommended by Wibu-Systems or Wibu-Systems should have been aware of their defectiveness with reasonable care

(d) for damage caused by cyber-attacks by third parties.

A7.6 Wibu-Systems shall at all times maintain insurance sufficient to cover the aforementioned claims for compensation and shall provide evidence to the Customer upon request.

§ A8 Rights of Third Parties

A8.1 Wibu-Systems warrants that the services rendered do not infringe any third-party rights. Wibu-Systems shall indemnify the Customer against all claims asserted against him by third parties for infringement of their rights. This however necessitates that the Customer immediately informs Wibu-Systems of the claim in writing and takes any action against the third party only after consulting Wibu-Systems.

A8.2 If third parties assert claims that prevent the Customer from exercising the right of use granted to him in regard to the object of performance, the Customer shall inform Wibu-Systems immediately in writing. In addition, Wibu-Systems shall endeavor at its own expense to enforce the Customer's right of use or, alternatively, to modify or replace the deliverable in such a way that no rights of third parties are infringed, but the deliverable continues to fulfill the contractually agreed functions.

A8.3 In the event of infringements of rights by products of other manufacturers supplied by Wibu-Systems, Wibu-Systems shall either assert its own claims against the manufacturer for the account of the Customer or assign such claims to the Customer. In this case, the Customer shall only have claims against Wibu-Systems if the judicial enforcement of claims against the manufacturer was unsuccessful or has no prospect of success whatsoever.

§ A9 Data Protection

Wibu-Systems complies with the statutory provisions on data protection when processing the Customer's personal information. This includes technical security measures according to the current state of the art (Art. 32 GDPR) and the obligation of employees to maintain data secrecy (Art. 28 para. 3 lit. b GDPR). If subcontractors of the provider (§ A3 para. 3) come into contact with personal data, a Data Processing Agreement (DPA) is concluded with them in advance, which can be inspected on request.

§ A10 Confidentiality

A10.1 The parties shall maintain secrecy about all confidential information of which they become aware in the course of their business relationship, in particular business or trade secrets, and shall neither disclose nor otherwise exploit such information.

A10.2 The duty of confidentiality shall not apply if the information in question must be disclosed by order of a court, by order of a public authority, or by statutory law. The party so obliged shall inform the other party of the disclosure without undue delay and disclose the information in such a way that confidentiality is maintained as far as possible.

§ A11 Analysis of user behavior during product evaluation

A11.1 If the Customer has given its consent, Wibu-Systems will record individual user data during the Customer's evaluation of Wibu-Systems´ products and analyze this data afterwards.

A11.2 Primarily the following data is recorded:

- User account
- User's IP address
- Serial numbers of the CodeMeter containers provided for evaluation
- Usage data of the CodeMeter licenses provided for evaluation.

A11.3 The Customer may revoke its consent at any time and prohibit Wibu-Systems from recording user data. In this case, Wibu-Systems will also immediately cease further analysis of data already recorded.

A11.4 Wibu-Systems uses the recorded data exclusively for the continuous product improvement. The data is stored on Wibu-Systems' servers and deleted after the analysis has been completed. Under no circumstances will the data be passed on to third parties.

§ A12 Termination Support

A12.1 Upon termination of an individual contract, Wibu-Systems shall, at the Customer's request, provide support services for a period of up to six months so that the contractual services previously provided by Wibu-Systems can be provided in the future by the Customer itself or by another service provider for the Customer.

A12.2 The content and scope of the support services shall be determined jointly by the parties.

A12.3 Wibu-Systems shall provide the support services under the terms and conditions previously agreed between the parties for comparable contractual services, or, if such terms do not exist, under standard market terms and conditions.

A12.4 Upon termination of an individual contract, Wibu-Systems shall, at the Customer's request, surrender or destroy and delete Customer's documents and data relating to the Customer, unless they must be retained for agreed support services or due to legal obligations.

§ A13 Referencing

The Customer agrees that Wibu-Systems may include him in a reference list or other communication materials and publicly refer to the business relationship with the Customer in other ways. The authorization also includes the use of the Customer's trademarks for these purposes, in particular its word and figurative marks. Upon request, the Customer shall provide Wibu-Systems with a printable digital template of its trademarks. The Customer may revoke its consent to referencing in writing at any time.

§ A14 Export Provisions and Customs Clearance

If the Customer exports Wibu-Systems' products, it shall comply with German export regulations and shall also inform its customers that German export regulations apply in the event of export. Wibu-Systems shall not provide deliveries and services to and in places where the products manufactured by Wibu-Systems are subject to export restrictions and will request proof of final destination prior to delivery to the Customer if this is required by law for the goods delivered. If, at the Customer's request, deliveries are made duty unpaid, the Customer shall be liable to Wibu-Systems for any claims by the customs authorities.

§ A15 Final provisions

A15.1 The place of performance for all services (deliveries and payments) shall be the registered office of Wibu-Systems in Karlsruhe (Germany).

A15.2 All notifications, requests and other transmissions by the Customer provided for in these GTC must be made in writing (e-mail is sufficient) to the address sales@wibu.com.

A15.3 German law shall apply excluding the UN Convention on Contracts for the International Sale of Goods.

A15.4 The place of jurisdiction is Karlsruhe (Germany).

A15.5 Should one of the above provisions be or become invalid or should a necessary provision not be included, this shall not affect the validity of the remaining provisions. The parties shall endeavor to find an amicable solution in this case.

§ B Special Provisions for the Delivery of Hardware and Software

§ B1 Delivery, Date and Deadlines

B1.1 The expected delivery date is stated in the order confirmation and is subject to Wibu-Systems' itself being supplied in time. Delivery dates and deadlines are only binding if they have been expressly designated as binding by Wibu-Systems in writing. Otherwise, all delivery dates and deadlines are non-binding.

B1.2 The goods shall be delivered to the address specified by the Customer by a carrier selected by Wibu-Systems. Additional costs for express shipping and other special requests regarding shipping shall be borne by the Customer. Unless otherwise agreed, the risk shall pass to the Customer as soon as Wibu-Systems has handed over the goods to the carrier.

B1.3 Partial deliveries are permissible, provided they are not unreasonable for the Customer.

B1.4 If non-compliance with a bindingly agreed deadline is due to obstacles for which Wibu-Systems is not responsible, the deadline shall be extended accordingly.

B1.5 In the event of a delay in delivery, the Customer shall be entitled to withdraw from the delivery contract after a reasonable grace period has expired. Wibu-Systems' liability for any damage caused by delay shall be limited to a lump sum compensation of 0.5% of the net order value of the delayed item for each completed week, but in any case, not more than 5%.

§ B2 Retention of Title

B2.1 Wibu-Systems shall retain title to the delivered goods until all payments arising from the business relationship with the Customer have been received ("Reserved Goods"). If a current account relationship exists, retention of title refers to the recognized balance in favor of Wibu-Systems.

B2.2 The Customer is obliged to treat the reserved goods with suitable care. In particular, he is obliged to insure them at his own expense against loss and damage at replacement value. The Customer must present the insurance policy and proof of payment of the premiums on request. The Customer hereby assigns to Wibu-Systems any claims and rights arising from the insurance relationship. The assignment is subject to the condition subsequent that the Customer acquires full ownership.

B2.3 The handling and processing of the goods subject to retention of title by the Customer shall always be carried out on behalf of Wibu-Systems, but without any obligation on the part of Wibu-Systems. In the event of processing and combination with other goods, Wibu-Systems shall acquire co-ownership of the new goods in the ratio of the invoice value of the goods subject to retention of title to the value of the other processed materials at the time of processing. The same shall apply if the goods subject to retention of title are mixed with other materials.

B2.4 The Customer shall be entitled to collect the claims assigned to Wibu-Systems in order to meet its payment obligations to Wibu-Systems. If the Customer fails to meet his payment obligations, Wibu-Systems may revoke the authorization to resell and demand that the Customer informs Wibu-Systems of the assigned claims and their debtors, provides all information required for collection by Wibu-Systems, hands over the relevant documents, and informs his debtors of the assignment.

B2.5 As long as the retention of title continues, the Customer may only pledge the goods subject to retention of title to a third party or assign them as security with the written consent of Wibu-Systems. Wibu-Systems must be notified immediately of any seizure of the reserved goods by third parties. The Customer shall bear any costs incurred in the defense against such seizure, unless the third party reimburses them.

B2.6 If the value of the goods subject to retention of title exceeds Wibu-Systems' claims by more than 10%, Wibu-Systems shall, at the Customer's request, release goods at its discretion to the extent of the excess value.

§ B3 Copyright and Right of Use to Delivered Software

B3.1 The terms of this provision shall apply generally to the delivery of Wibu-Systems software and third-party software (software developed by a software manufacturer independent of Wibu-Systems). For products the Customer purchases according to the contract for transfer to third parties, § B4 shall apply. For products the Customer purchases as part of a software subscription, § B5 shall apply.

B3.2 The Customer shall be granted a permanent, non-exclusive, and non-transferable right to use Wibu-Systems software and third-party software for internal use in object code form. No further acquisition of rights to the software shall be associated with this granting of rights of use; in particular, the source code of the software shall not be made available. Wibu-Systems reserves all distribution, exhibition, presentation, performance, and publication rights to the software. The same applies to editing and reproduction rights, unless otherwise stipulated below.

B3.3 The Customer shall be permitted to allow his own customers to make changes to the Wibu-Systems software for their own use and to reverse-engineer these changes for debugging purposes. However, the Customer and his customers are prohibited from passing on to third parties the work results obtained by way of reverse engineering. The Customer and his customers also are prohibited from passing on modified versions of the Wibu-Systems software. The Customer must set up the contracts with his customers in accordance with these permissions and restrictions. Warranty claims against Wibu-Systems are excluded unless the Customer can prove that the defect already existed in the unmodified version of the software.

B3.4 Reproduction of the software stored on data carriers or copying to electromagnetic, optoelectronic, or other data carriers as well as the accompanying material is prohibited. This excludes the installation of the software from the data carrier onto a hard disk. It also excludes the creation of backup copies, insofar as this is necessary to secure the use of the software for the contractually stipulated purpose. If the original data carriers bear a note indicating copyright protection, this note must be affixed by the Customer to all copies.

B3.5 If a Wibu-Systems product contains open source software, Wibu-Systems shall provide a list of the open source software used in machine-readable form with the release documentation. In this case, the Customer shall not acquire any rights of use from Wibu-Systems, but directly from the rights holders of the respective open source components. In this respect, the above license terms shall not apply, but only the respective license terms of the open source components. Wibu-Systems shall make these license terms available to the customer upon request.

B3.6 The Customer shall be liable for all damages incurred by Wibu-Systems as a result of a breach of copyright and usage rights.

§ B4 Runtime Software and Libraries

B4.1 When using

- Wibu-Systems hardware (e.g., WibuBoxes or CmSticks)
- software-based protection (CmActLicense)
- CmCloud

the following special terms of use apply exclusively in deviation from § B3.

B4.2 The Customer is entitled to integrate the Wibu-Systems software libraries required for the use of the Wibu-Systems protection systems into his computer programs or data in order to protect them from unauthorized use or to measure their use in accordance with the description in the respective manual.

B4.3 The Customer shall be entitled to pass on the integrated Wibu-Systems software libraries to the distributors and end users of his computer programs and data together with these and to distribute the Wibu-Systems runtime software as part of his protected software. The Customer's purchasers may use the Wibu-Systems software libraries and the Wibu-Systems runtime software as part of the protected computer programs and data as intended.

B4.4 Before passing on the Wibu-Systems software libraries and the Wibu-Systems runtime software, the Customer must test whether they function correctly with the protected computer program or the protected data and must inform Wibu-Systems immediately of any problems.

B4.5 Support Period for Runtime Software: The runtime software and libraries referred to in Section B4 shall be subject to the support periods defined in the CRA Support Period Policy (ND-00136): at least six years for CodeMeter Runtime and CodeMeter Embedded, and at least five years for all other runtime software products, in each case from the date of the respective major release. The end-of-support date for each version is specified in the current version of the Wibu-Systems Lifecycle Document, which is available for download from the customer portal under "Support Center" > "Resources for Developers" > "Product Life Cycle." The Customer shall inform its end customers of the end-of-support date of the integrated Wibu-Systems components.

§ B5 Software Subscriptions

B5.1 In deviation from § B3, the following special terms of use apply exclusively to software that Wibu-Systems rents to the Customer as part of a software subscription.

B5.2 Wibu-Systems grants the Customer the rights of use required to use the software only for the duration of the subscription.

B5.3 Insofar as Wibu-Systems provides the Customer with new software versions, the rights of use described in para. 2 shall only include those software versions that were provided in the contract year of purchase and in the year before. Any rights of use previously granted for earlier software versions shall expire.

B5.4 The remuneration for the provision of the software shall be paid 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 invoicing per calendar year, the remuneration for the year in which the contract is concluded shall be calculated on a pro rata basis.

B5.5 If the Customer defaults on payment of the remuneration and fails to pay even after a reminder from Wibu-Systems, the Customer's right to use the software shall be suspended until the remuneration has been paid in full.

B5.6 The Customer may terminate the subscription with 90 calendar days' notice to the end of the billing period, whereas Wibu-Systems may terminate the subscription with 180 calendar days' notice to the end of the billing period. Termination is permitted at the earliest at the end of the second year from the start of the services. Unless terminated, the subscription is extended by one year at a time.

B5.7 At the end of the subscription term the Customer shall delete the software, destroy all copies, and confirm in writing that this has been done.

B5.8 Wibu-Systems shall adjust the prices to be paid on the basis of a subscription to the development of the costs that are relevant for the price calculation at its reasonable discretion. A price increase shall be considered and a price reduction shall be made if the contractual partners of Wibu-Systems required to provide the service change their prices, upstream suppliers change their prices, or if the producer price index for IT services determined by the Federal Statistical Office changes by at least 2.5% compared to the index published for the month in which the agreement was concluded. Increases in one category of costs only justify a price increase to the extent that they are not offset by any decreases in costs in other areas. In the event of cost reductions, Wibu-Systems will reduce prices to the extent that these cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, Wibu-Systems shall select the respective time of a price change in such a way that cost reductions are not taken into account according to standards that are less favorable to the Customer than cost increases, i.e., cost reductions shall have at least the same price effect as cost increases. Price increases are permissible for the first time after the end of the second year from the start of the service and only take effect at the beginning of a billing period and only if Wibu-Systems announces them with 90 calendar days' notice. In the event of a price increase, the Customer may terminate the subscription before the end of the minimum term (§ B5 para 6 s. 2).

B5.9 CRA Support for Subscriptions: For software subscriptions under Section B5, Wibu-Systems shall provide security updates for the duration of the active subscription, but in no event for less than the minimum period defined in the CRA Support Period Policy (ND-00136), calculated from the date of the respective major release (CodeMeter Runtime and CodeMeter Embedded: at least six years; all other software products: at least five years).

§ B6 Right of Return

B6.1 The Customer is not entitled to a right of return.

B6.2 Anything to the contrary shall only apply if Wibu-Systems has expressly granted the Customer a right of return in writing. In any case, software and goods manufactured individually for the Customer will not be taken back.

B6.3 An exceptionally accepted return requires that the Customer sends the goods to Wibu-Systems within two weeks of receipt complete with original packaging in unaltered, especially undamaged new condition. The return shipment shall be at the expense and risk of the Customer.

§ B7 Recourse Claims

B7.1 The Customer shall only be entitled to rights of recourse (§ 445a BGB) if Wibu-Systems is responsible for the defect.

B7.2 If a claim for subsequent performance is asserted against the Customer by a purchaser, the Customer may only take recourse against Wibu-Systems if the Customer has given Wibu-Systems the opportunity for subsequent performance and if Wibu-Systems itself would not have been entitled to refuse subsequent performance. Only expenses that have led to successful subsequent performance are eligible for compensation.

B7.3 If the Customer has taken back the purchased item or the purchaser has reduced the purchase price, the subscription Customer shall only be entitled to recourse claims against Wibu-Systems if he himself could not have averted the return or reduction by subsequent performance.

B7.4 The amount of the Customer's right of recourse is limited to the net purchase price of the goods concerned.

§ C Special Provisions for Hosting Services

§ C1 Operation

The hosting services are provided by Wibu Operating Services.

§ C2 Data Centers

C2.1 The hosting services are provided in data centers run by subcontractors of Wibu-Systems. The operators may be replaced at Wibu-Systems' discretion. Wibu-Systems shall immediately announce any change of operator. The subcontractors currently commissioned by Wibu-Systems can be found on Wibu-Systems´ website (https://www.wibu.com/terms-conditions.html).

C2.2 The data center used in each individual case depends on the location where the Customer uses Wibu-Systems' hosting services. The allocation of data centers can be found on Wibu-Systems´ website (https://www.wibu.com/terms-conditions).

C2.3 The operators of the data centers are certified in accordance with ISO EN9001:2015 and ISO/IEC27001 for active quality and IT security management and will maintain this status at all times.

§ C3 Disturbance Classes

C3.1 Wibu-Systems cannot completely rule out the possibility of a disturbance occurring during productive operation. Wibu-Systems evaluates each disturbance based on its effects and generally assigns it to one of three disturbance classes for the purpose of efficient and effective disturbance management:

- Class 1: Service not available
- Class 2: Limited service available
- Class 3: Service available, other disturbance

C3.2 The characteristics for classifying disturbances are described in the supplementary product-specific conditions.

§ C4 System and Function Check

C4.1 Wibu-Systems regularly carries out automated system and function checks according to the current state of the art. These system and function checks serve to automatically rectify errors using scripts, to alert the Wibu Operating Services team and to monitor the availability of the system. The system and function check includes:

(a) calling up functions of the hosting services,

(b) the retrieval of status information, such as information about running processes,

(c) monitoring the connection of hosting services to the Internet, for example by means of a query via a system located in another data center.

C4.2 Wibu-Systems shall regularly and independently adapt the system and function check to the current state of the art.

C4.3 All disturbances detected by the system and function check shall be analyzed by Wibu-Systems. The aim of the analysis is to continuously improve the system and function check so that similar disturbances are detected as far as this is technically possible and commercially reasonable.

§ C5 Availability

C5.1 The availability of the hosting services describes the probability that the service will process the requests within the promised time frame. The availability of the respective hosting service per calendar month specified to the customer is defined in the supplementary product-specific Hosting conditions.

C5.2 Wibu-Systems shall use commercially reasonable efforts to ensure the availability of the hosting services in question as specified in the supplementary product-specific Hosting conditions. The availability of the system will be monitored and assessed as downtime as follows:

(a) The automatic system and function check (§ C4) is performed once per minute. If two consecutive checks fail, the entire time between the checks is counted as downtime. The failure of a single check does not constitute downtime.

(b) Disturbances that are not detected by the automatic system and function check shall be monitored manually. The notification of Wibu-Systems by the Customer shall be deemed the start of the downtime. The rectification of the disturbance shall be deemed the end of the downtime.

(c) A hosting service is deemed to be down if there is a class 1 disturbance. A class 2 or 3 disturbance does not constitute an outage.

(d) Periods of unscheduled maintenance and emergency maintenance are considered downtime.

C5.3 The following performance and availability issues are not considered downtime and therefore are not subject to the availability as defined in these GTC:

(a) scheduled maintenance as described in § C6 below,

(b) unavailability, interruption, or delay of the internet connection,

(c) DDOS attacks (Distributed Denial-Of-Service), virus attacks, or hacker attacks,

(d) inability to function due to the fact that the Customer exceeds the maximum number of API function calls or the permitted number of transactions defined in the supplementary product-specific Hosting conditions,

(e) problems resulting from the Customer's failure to implement a configuration or software change recommended in writing by Wibu-Systems in order to maintain the availability of the hosting services to the required extent,

(f) circumstances that fall under § A3 para. 4 on force majeure.

C5.4 If a disturbance (C3.1 Class 1) occurs, the Customer upon request will receive a report on the availability of the hosting service for the month in question.

C5.5 If the availability of the hosting services specified in the supplementary product-specific Hosting conditions is not achieved, Wibu-Systems shall grant the Customer a credit in accordance with § C10.

§ C6 Maintenance

C6.1 Wibu-Systems endeavors to set up the hosting services in such a way that an interruption of the service is not necessary for updates to the software or due to other components involved. However, Wibu-Systems cannot completely rule out the possibility that events may occur that make it necessary to interrupt the service.

C6.2 If an interruption of the service cannot be avoided with economically reasonable efforts, Wibu-Systems shall keep the interruption as short as possible and will undertake any measures necessary at times of typically low usage (e.g., weekends at night).

C6.3 Maintenance work shall be announced at least two weeks in advance. In the case of acute events that require an interruption of service with less than two weeks' notice, Wibu-Systems reserves the right to carry out maintenance with a shorter lead time and without prior written notice.

C6.4 Hosting takes place in virtual machines, so that an interruption of availability due to maintenance of the hardware and infrastructure is only necessary in exceptional cases. The maintenance window for these exceptional cases shall be determined by the data center (§ C2) and, if an impairment of the service is to be expected, will be communicated to the Customer by Wibu-Systems immediately after becoming known.

C6.5 CRA Support Period for Hosting Services: Products with digital elements provided as hosting services shall be subject to the support periods defined in the CRA Support Period Policy (ND-00136), with a minimum duration of five years from the date of provision. Support during these periods shall include the provision of security updates, including maintenance of the operating system and application in accordance with the applicable product-specific hosting terms. The end-of-support date for each service is specified in the current version of the Wibu-Systems Lifecycle Document, which is available for download from the customer portal under "Support Center" > "Resources for Developers" > "Product Life Cycle."

§ C7 Data Backup

C7.1 Wibu-Systems performs a daily backup of the hosted data.

C7.2 The daily backups are stored for at least 30 calendar days.

§ C8 Disturbance Report

C8.1 Hosting services, supporting servers, firewalls and other security components of the service are constantly and proactively monitored by an automated monitoring system. Any disturbances are detected during operation and automatically reported to Wibu-Systems.

C8.2 In addition to the automatic disturbance report, the Customer may report disturbances to Wibu-Systems:

(a) Report in the Wibu-Systems ticket system (https://support.wibu.com/) as a fault via the Wibu Operating Services (WOPS) form.

(b) Telephone support hotline Monday to Friday from 08:00 - 17:00 (+49-721-93172-14). The time stated refers to Central European Time (CET) or Central European Summer Time (CEST) excluding all national public holidays in Germany.

C8.3 The support hotline provides support in German and English.

§ C9 Introduction of Error Analysis and Corrective Measures

C9.1 Wibu-Systems implements automatic immediate measures that are carried out in the event of class 1 and 2 disturbances following the failure of system checks.

C9.2 Wibu-Systems employs an alarm system that alerts the WOPS team in the event of class 1 and 2 disturbances that cannot be rectified automatically.

C9.3 Wibu-Systems shall respond as quickly as possible to all reports of class 1 and 2 disturbances from the Customer:

(a) Within the service times of the support hotline, disturbance analysis and rectification begin within a maximum of 1 hour (class 1) or 2 hours (class 2).

(b) Outside the service hours of the support hotline, disturbances analysis and rectification shall begin as soon as possible, at the latest by 9 a.m. (CET or CEST) on the next working day at Wibu-Systems.

C9.4 Wibu-Systems shall begin analyzing class 3 disturbances during the next working day at Wibu-Systems. If necessary, Wibu-Systems and the Customer shall coordinate the start of the remedial measures.

§ C10 Credit Voucher

C10.1 If the availability of the hosting service falls below the availability specified in the supplementary product-specific Hosting conditions, Wibu-Systems shall grant the Customer a credit voucher. The calculation refers to the respective calendar month and is calculated as follows:

Actual availability in % = (1 - (downtime in the calendar month [min]) /

(calendar days of the month * 24 * 60)) * 100

C10.2 Downtime in para. 1 is determined in accordance with the regulation in § C5.

C10.3 Based on the actual availability of the hosting service pursuant to para. 1, the Customer shall receive a one-off credit voucher for the calendar month in question as a percentage of the remuneration paid for that month, as defined in the supplementary product-specific Hosting conditions.

C10.4 The credit voucher shall be credited to the Customer's account upon request.

C10.5 The credit voucher shall primarily cover any reduction claims by the Customer that are caused by or related to the actual reduction in the Customer's usage options or access due to reduced availability. The Customer accepts this credit voucher in lieu of damages excluding all other remedies.

§ C11 Designated Technical Contact Person

C11.1 When commissioning a hosting service, the Customer designates a technical contact person. This person

(a) manages any access to the hosting service,

(b) is the contact person for maintenance planning,

(c) receives notification of scheduled maintenance, and

(d) receives the alarm message in the event of disturbances.

C11.2 Wibu-Systems must be informed promptly if the technical contact person changes.

§ C12 Termination of Individual Contracts

C12.1 The Customer may terminate individual contracts for hosting services in writing at any time with a notice period of 90 calendar days to the end of the billing period. Termination is permitted at the earliest at the end of the second year from the start of the services. Unless terminated, the individual contract is extended by one year at a time.

C12.2 Wibu-Systems may terminate an individual contract in writing subject to the following notice periods in relation to the end of the billing period:

(a) with a notice period of 30 calendar days if the Customer uses the service in a manner that does not comply with the features and functions specified by Wibu-Systems and the intended use. This is particularly the case if the Customer's application repeatedly exceeds the maximum number of API function calls, transactions, or containers/users specified in the relevant product-specific terms and conditions.

(b) for any other reason with a notice period of 180 calendar days.

C12.3 30 days after termination of the individual contract, Wibu-Systems will delete the hosted Customer data and any access to the web interface. Wibu-Systems shall provide the Customer with his data in machine-readable form if the Customer so requests in writing within 30 days of termination of the individual contract.

§ D Special Provisions for Work and Services

§ D1 Contents

D1.1 Wibu-Systems offers comprehensive support through the following services:

- Wibu Pre-Sales Consulting
- Wibu Consulting Services
- Wibu Training Services
- Wibu Support Services

D1.2 The content of the individual works and services shall be agreed individually with the Customer.

§ D2 Dates

The dates for individual services shall be agreed individually between the Customer and Wibu-Systems.

§ D3 Consulting Services, Training and Workshops

D3.1 Wibu-Systems designs training courses and workshops in such a way that an attentive participant can achieve the intended objectives. A specific gain in knowledge or training success is not guaranteed.

D3.2 The Customer shall ensure that the information provided to Wibu-Systems for the provision of individual consulting services is accurate and complete. § A4 para. 2 shall apply accordingly.

D3.3 Any recommendations are made to the best of the knowledge and belief of the Wibu-Systems employees responsible. Wibu-Systems accepts no liability for the actual occurrence of the described effects and the achievement of the stated goals.

D3.4 Wibu-Systems is not obliged to provide any accompanying documents unless the parties have agreed otherwise in writing.

§ D4 Special Obligations of the Customer to Cooperate

D4.1 If Wibu-Systems performs services or produces a work for the Customer, the general duties to cooperate pursuant to § A4 shall also apply. In addition, the following provisions shall apply.

D4.2 If Wibu-Systems is to provide services in relation to the Customer´s software (e.g., installation, customization, connection, etc.), Wibu-Systems must be able to access it at the agreed time and must be provided with the necessary usage rights and user documentation.

D4.3 If Wibu-Systems provides services on the Customer´s premises as agreed, all necessary preparatory work must be completed by the Customer so that the services can be started immediately after the arrival of Wibu-Systems' employees and can be carried out without interruption. The Customer shall provide the employees with suitable workspaces that are equipped with the necessary technical appliances in working order. The Customer shall assist Wibu-Systems to the best of his ability in the operation of third-party equipment and other facilities and shall make it possible for performance to be rendered outside normal working hours, insofar as this is necessary.

§ D5 Change Requests

D5.1 Until acceptance, the parties may at any time propose changes to the production of a work in writing ("Change Requests").

D5.2 Change Requests shall be reviewed promptly and a meaningful statement shall be issued. In particular, the expected effects on performance features, agreed schedules, timetables and estimated costs shall be addressed. If Wibu-Systems considers a Change Request from the Customer not to be feasible, or if the Customer does not wish to comply with a Change Request from Wibu-Systems, this decision must be justified. Otherwise, Wibu-Systems shall submit an offer for the desired change.

D5.3 Wibu-Systems reserves the right to charge the Customer for the costs of reviewing his Change Request and for preparing the concept on which the offer is based.

D5.4 A mutually agreed change to the production of a work shall be laid down in writing, including its effects on deadlines, costs, and use of resources. If no agreement is reached, the relevant work shall be produced as contractually agreed.

§ D6 Acceptance

D6.1 Upon completion of the production of a work, Wibu-Systems shall notify the Customer so that he can carry out an acceptance test.

D6.2 The Customer shall accept the work if it meets the agreed acceptance criteria. Any defects identified during the acceptance test shall be recorded by the Customer in an acceptance report. Wibu-Systems shall without undue delay rectify any defects that prevent acceptance and make the work available again for acceptance. Any other defects shall be remedied by Wibu-Systems within the scope of the warranty (§ A6).

D6.3 A defect preventing acceptance exists if the work is unusable for the agreed purpose or if the Customer cannot reasonably be expected to use it even temporarily.

D6.4 The Customer may declare acceptance expressly or by conclusive action. In particular, the work shall also be deemed to be accepted if the Customer

(a) uses the work productively, unless the use is clearly for the sole purpose of acceptance testing; or

(b) he has not refused acceptance due to defects preventing acceptance within 30 calendar days of the work being made available for acceptance testing (para. 1).

D6.5 The provisions of para. 1 to 4 shall apply accordingly in the case of partial acceptance.

§ D7 Copyright and Right of Use of Works

D7.1 Upon acceptance of a work, the Customer shall irrevocably receive the exclusive, spatially, and temporally unrestricted right to use as intended the components individually created for him. Any further use or exploitation of these components or their documentation (e.g., distribution, publication, or rent) is not permitted to the Customer.

D7.2 The Customer shall only receive a non-exclusive right of use to all other components of the work or its documentation – in particular to those components that are part of Wibu-Systems' toolset (e.g., its own tools or standard software) and that are also used for other Customers – to the extent as it is necessary to realize his rights under para. 1. The Customer is prohibited from any further independent use or exploitation of these components.

D7.3 By way of exception, the Customer shall be permitted to use the work for testing purposes prior to acceptance, insofar as this is necessary to carry out the acceptance test.

D7.4 If components from third-party manufacturers or open source software (collectively "third-party components") are integrated during the creation of individual software, Wibu-Systems shall inform the Customer accordingly. Unless otherwise agreed, the Customer shall be responsible for obtaining the necessary licenses for the third-party components in order to be able to use the individual software productively.

§ D8 Remuneration

D8.1 Unless otherwise agreed, works and services shall be invoiced on a time and material basis. The Customer shall receive a report of the services rendered. The Customer must raise any objections in writing within a period of 30 calendar days. Once this period has expired, the report shall be deemed approved.

D8.2 In the case of regularly recurring services or services that are ongoing in nature, invoicing shall take place on a monthly, quarterly, or annual basis. In the latter case, the first service period shall be invoiced from the first day of the month following the conclusion of the contract until the end of the year. Subsequent service periods are invoiced at the beginning of the year for the calendar year.

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