

CodeMeter License Portal Hosting Conditions



of

WIBU-SYSTEMS AG
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(hereinafter referred to as “Wibu-Systems”)

Preamble

These terms and conditions apply to the hosting of CodeMeter License Portal including the following extensions:

- Single level User Management (Basic)
- Multi-Level User Management
- Extension CodeMeter Cloud Support

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 Portal as SaaS (Software as a Service), hereinafter referred to as CmLicensePortalSaaS, in a hosting center operated by Wibu-Systems in a data center. 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 Creation of a daily snapshot of the virtual Machine CmLicensePortalSaaS requires CodeMeter License Central Edition Dedicated Server or higher.
- 1.3 In order to support different customer use cases, CmLicensePortalSaaS provides the following range of functions with performance data in accordance with § 5 para. 2:

Item number	Designation
6624-20001-HP	Hosting CodeMeter License Portal - Single Level User Management
6624-20002-HP	Hosting CodeMeter License Portal - Extension CodeMeter Cloud Support
6624-20003-HP	Hosting CodeMeter License Portal - Extension Multi Level User Management
6624-20004-HP	Hosting CodeMeter License Portal - Extension Electronic Software Distribution
6624-20005-HP	Hosting CodeMeter License Portal - Extension License Creation

Table 1: Functional scope of the service

- 1.4 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	High Availability Package	99.9%
6611-01	High Performance Edition	99.7%
6610-01	Dedicated Server	99.5%

Table 2: 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		
	High Availability Package	High Performance Edition	Dedicated Server
Less than 99.9%, but more than 99.7%	10%	/	/
Less than 99.7%, but more than 99.5%	25%	10%	/
Less than 99.5%, but more than 99.0%	50%	25%	10%
Less than 99.0%, but more than 95.0%	100%	50%	50%
Less than 95.0%	100%	100%	100%

Table 3: 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 CmLicensePortalSaaS, it will be carried out in accordance with GTC § C6 para. 2 to 4.
- 4.2 CmLicensePortalSaaS is not available during maintenance of the underlying CodeMeter License Central.

5. Quantity structure and fees

- 5.1 The number of transactions carried out by end users is technically unlimited.
- 5.2 The number of users available in CmLicensePortalSaaS is limited as follows, depending on the CodeMeter License Central hosting package used:

CodeMeter License Central hosting package	Number of ISV-Admins	Number of Group levels	Number of End users
Dedicated Server	5	5	10,000
High Performance Edition	10	10	25,000
High Availability Package	unlimited	unlimited	unlimited

Table 4: User quantity structure of the service depending on the selected CodeMeter License Central hosting package

- 5.3 If the average number of users permanently exceeds the specified user limits, Wibu-Systems is entitled to automatically switch the customer to the “next largest” CodeMeter License Central hosting package at the list price valid at the time of the switch and to charge the difference from the following month. Alternatively, the following criteria apply:
 - (a) Exceeding the user limits by more than 100% in three consecutive months.
 - (b) Exceeding the user limits by more than 400% within one month.
- 5.4 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.
- 5.5 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.

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