

of

WIBU-SYSTEMS AG
Zimmerstrasse 5
D-76137 Karlsruhe

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

Preamble

These terms and conditions apply to the support for CodeMeter Software.

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

§ 1 Scope of Services

- 1.1 Wibu-Systems provides support services for its customers. The scope of the support services depends on the chosen level of support. Each Customer receives free basic support. Furthermore, paid support packages can be ordered for Standard Software as well as Custom Software.
- 1.2 Wibu-Systems provides products, hereinafter referred to as **CodeMeter Standard Software**, for the protection and licensing of software and digital content. CodeMeter Standard Software includes:
 - Runtime components for a standard personal computer using a Windows, macOS, or Linux operating system, for distribution to the customers of the Customer, hereinafter referred to as **CodeMeter Runtime**.
 - Firmware in hardware modules for the secure storage of keys and licenses, hereinafter referred to as **CodeMeter Firmware**.
 - Components for secure storage of keys and licenses in the cloud, hereinafter referred to as **CodeMeter Cloud** and **CodeMeter Cloud Lite**.
 - Components for the integration of protection and licensing capabilities in the software of the Customer, hereinafter referred to as **CodeMeter Protection Suite** and **CodeMeter SDK**.
 - Components for the creation, management, and automated deployment of licenses, hereinafter referred to as **CodeMeter License Central**, **CodeMeter License Portal**, and **CodeMeter Licensing-as-a-Service**.
 - Components for collecting, storing, and analyzing license usage data, hereinafter referred to as **CodeMeter License Reporting**.
- 1.3 As an alternative to CodeMeter Runtime, Wibu-Systems provides runtime components designed for use on embedded devices, hereinafter referred to as **CodeMeter Embedded**.
- 1.4 Wibu-Systems produces software components customized to the specifications approved by the Customer, hereinafter referred to as **Custom Software**.

§ 2 Failure Classes

2.1 Class 1 – Critical

The use of CodeMeter Standard Software or Custom Software is **impossible** or **unreasonably limited** for all users, and **no workaround** exists.

2.2 Class 2 – Severe

The use of CodeMeter Standard Software or Custom Software is **impossible** or **unreasonably limited** for **some** users.

or

The use of CodeMeter Standard Software or Custom Software is severely limited for all users.

or

The use of CodeMeter Standard Software or Custom Software is **impossible** or **unreasonably limited** for all users, and a workaround exists.

2.3 Class 3 – Minor

The use of CodeMeter Standard Software or Custom Software is **partially limited**. This includes mistakes in documentation or display errors.

2.4 Class 4 – No Malfunction

General inquiry regarding the use of CodeMeter Standard Software or Custom Software.

- 2.5 For security relevant errors (CVE) in CodeMeter Standard Software, Security Advisories are published on Wibu-Systems website (<https://www.wibu.com/support/security-advisories.html>).

§ 3 Remedial Actions

3.1 CodeMeter Standard Software

Defects in CodeMeter Standard Software are remedied through the **main releases**, planned to be issued at least twice per year, and through additional **bug fix releases**, together referred to as **Releases**, by Wibu-Systems.

Class 1 defects are remedied in the next release. This is contingent upon Wibu-Systems having reproducible proof of such defects in sufficient time for the release.

In the case of Class 1 defects, the Customer has the option, depending on the chosen level of support, to demand an individual hot fix. This hot fix is provided by Wibu-Systems as soon as possible.

Class 2 defects are remedied, at the latest, as part of the next main release. This is contingent upon Wibu-Systems having reproducible proof of such defects in sufficient time for the scheduled main release.

The remedy of Class 3 defects lies at the sole discretion of Wibu-Systems.

The planning of Releases lies at the sole discretion of Wibu-Systems.

3.2 Custom Software

Defects in Custom Software are remedied through individual updates to the Custom Software.

In the case of Class 1 defects, Wibu-Systems will begin the development of an individual update within 10 working days of receiving reproducible proof of the defect.

In the case of Class 2 defects, Wibu-Systems will begin the development of an individual update within 20 working days of receiving reproducible proof of the defect.

Class 3 defects are recorded and remedied as part of a general update provided at least on a yearly basis.

§ 4 Customer's Duty to Cooperate

- 4.1 The Customer will notify Wibu-Systems with reproducible proof of any defects. Should the defect not be reproducible with the current release, Wibu-Systems is not liable for remedying the defect.
- 4.2 Should the defect not be reproducible in Wibu-Systems' testing facilities, the Customer will provide Wibu-Systems with the required hardware and software to reproduce the defect over an appropriate period of time.
- 4.3 The Customer will test any remedied Custom Software and hot fixes within 10 working days from their delivery and notify Wibu-Systems about any remaining defects. Should the Customer fail to do so and the defect in question is not remedied, the defect will be treated as a Class 3 defect.

§ 5 Changes by the Customer

The source code for components of CodeMeter Standard Software and Custom Software can be delivered to the Customer at the discretion of Wibu-Systems. Should the Customer change these components to an extent that goes beyond the changes explicitly approved by the product documentation, Wibu-Systems is not liable to identify or remedy any defects in the components affected by the changes.

§ 6 Provision of Updates

- 6.1 Wibu-Systems provides the Customer with downloadable updates to CodeMeter Standard Software as part of the releases. The Customer is notified of any available updates by means of a technical newsletter distributed via email by Wibu-Systems.
- 6.2 Wibu-Systems provides the Customer with updates to Custom Software by electronic means as a custom package. The Customer is notified of these updates by means of an email sent to the contact person or persons named by the Customer.

§ 7 Upgrades and Development

- 7.1 Wibu-Systems continues to develop CodeMeter Standard Software further at its own discretion. This includes:
 - Support for new versions and patches of the operating systems supported by CodeMeter Standard Software.
 - New functions in CodeMeter Standard Software.
- 7.2 Wibu-Systems will develop Custom Software further as part of this Description of Services Agreement as follows:
 - Adjustments to new versions or patches of the operating systems supported by the Custom Software.
 - Adjustments to new versions of CodeMeter Standard Software.

7.3 The Customer has the right to use these upgrades and new developments. Support for new operating systems is not covered by this support conditions.

§ 8 Discontinuation of Support for Older Operating Systems or Versions of Operating Systems

8.1 With the release of a software version, Wibu-Systems publishes an updated lifecycle document, hereinafter referred to as **Wibu-Systems Lifecycle**, which can be freely downloaded from the Wibu-Systems website at https://www.wibu.com/support/developer/software-downloads.html#Product_Life_Cycle. The Wibu-Systems Lifecycle lists each of the currently supported operating systems and the end of support, the end of Extended Support if applicable, and the versions of CodeMeter Standard Software released for use at the time of publication.

8.2 Wibu-Systems' support for CodeMeter on a specific operating system ends automatically when the operating system manufacturer ends support for that version, as specified in the Wibu-Systems Lifecycle, and does not require a separate announcement by Wibu-Systems.

8.3 Wibu-Systems reserves the right to discontinue further developments for a version of an operating system before the end of the support by the manufacturer. In the period between the discontinuation of further development by Wibu-Systems and the end of the support of the manufacturer of the operating system, Wibu-Systems shall provide bug fixes as defined below for the Extended Support upon request by the Customer.

§ 9 Extended Support for Older Operating Systems or Versions of Operating Systems

9.1 Support for CodeMeter between the end of standard support for an operating system version and the extended end of support for that operating system version, hereinafter referred to as **Extended Support**, is available at an additional charge. **Extended Support** can be ordered up to six months after the end of support for an operating system / an operating system version at the latest, retroactive to the end of support for the operating system / operating system version; after that, an order is only possible after consultation with Wibu-Systems.

9.2 Extended Support shall enable users with older operating systems and operating system versions a safe and stable operation until the end of the extended support by the manufacturer.

9.3 Within the Extended Support for an operating system / operating system version, a bug fix is provided for the following products:

- CodeMeter Runtime (in case of Linux: "lite" packages (do not contain applications with user interface))
- CodeMeter Protection Suite for users (only needed for use on Linux for applications protected with AxProtector Java)

Defect recovery is provided for:

- Failure Class 1 errors
- Failure Class 2 errors on request

9.4 The release of a version under Extended Support will take place within eight (8) weeks after the release of the corresponding CodeMeter Standard Software version and will include all defect remedies of Failure Class 1 errors contained in the regular release, as well as remedies for Failure Class 2 errors that were requested by the Customer in due time prior to the release and were reproducible by Wibu-Systems.

§ 10 Support for the Customer

10.1 Support via telephone hotline, email, or support portal

Wibu-Systems supports the Customer in the use of CodeMeter Standard Software or Custom Software and the identification and remedy of any defects therein. Wibu-Systems offers the following support options: telephone hotline, email inquiries, or online support portal.

10.2 Wibu Knowledge Base

The Customer is given access to Wibu Knowledge Base via the FAQ pages on Wibu-Systems website.

10.3 Support via Remote Access

The Customer can request remote maintenance via remote access. This requires an online connection with the computer in question.

§ 11 Support for the End Users of the Customer

11.1 Second Level Support for Customer's Support

Wibu-Systems provides second level support to the Customer's support team in troubleshooting and remedy of defects that occur during the operation of CodeMeter Standard Software and Custom Software at the end user's site.

11.2 Support for the Customer's End Users

Wibu-Systems provides end user support for the Customer's end users. Support requests must be submitted by email. The Customer may, at its option, refer its end users directly to Wibu-Systems end user support.

End user support is available for questions regarding the operation of CodeMeter Standard Software as well as for troubleshooting and analysis using the diagnostic tools included in CodeMeter Standard Software.

11.3 Wibu Knowledge Base

Wibu-Systems provides FAQ pages for the Customer's end users on the Wibu-Systems website.

§ 12 Availability of Support by Wibu-Systems

Customers can contact Wibu-Systems with problem reports or support requests as follows:

12.1 Contacts for the Customer

- For Class 1 to 4 failures: Creation of an incident in the Wibu-Systems ticket system (<https://support.wibu.com>) or by email to support@wibu.com.
- For failure Classes 1 to 4: Hotline available between 08:00 a.m. and 05:00 p.m. (+49-721-93172-14), Monday to Friday. The stated time refers to Central European Time (CET) or Central European Summer Time (CEST), excluding all state holidays in the State of Baden-Wuerttemberg, Germany.
- Support is offered in English or German.

12.2 Contacts for the end user of the Customer

- For Class 1 to 4 failures: by email to support@wibu.com.
- End-user support is provided in English or German

§ 13 Personal Contact

Depending on the chosen level of support, the Customer will be assigned a personal contact within Wibu-Systems Support Team. This contact person is available for the Customer's inquiries.

§ 14 Annual Service Review

Depending on the chosen level of support, Wibu-Systems conducts an annual service review with the Customer. Project documentation is produced or updated as part of this service review. The service review is usually conducted as an online meeting.

§ 15 Response Times

The response time is defined as the period between receipt of a request and the commencement of work by a Wibu-Systems technician. The response time is measured within the operating hours of the support service. Its calculation is dependent on the Failure Class and service level of support.

§ 16 Overview of Services Included

Service	Basic Support	Silver Support (6020-01)	Gold Support (6021-01)
Support for the Customer via telephone hotline, email, or support portal	Included	Included	Included
Support for the customer's end users via email	Included	Included	Included
Support via remote access	Included	Included	Included
Access to Wibu Knowledge Base	Included	Included	Included
Defect identification and remedy	Included	Included	Included
Upgrades of CodeMeter Standard Software	Included	Included	Included
Delivery of updates for CodeMeter Standard Software	Included	Included	Included
Response times (Failure Classes 1 2 3 4 in hours)	- - - -	2 9 18 32	1 4 9 24
Personal contact	-	Included	Included
Annual service review	-	-	Included
Individual hotfixes	-	-	Included
Support for Custom Software	-	-	Optional at a surcharge (6024-01)
Support for CodeMeter Embedded	-	-	Optional at a surcharge (6025-01)

Table 1: Services Included

§ 17 Level of Support

Wibu-Systems offers the following Levels of Support.

Product ID	Title
-	Basic Support for CodeMeter Standard Software (free of charge)
6020-01	Silver Support for CodeMeter Standard Software (for 1 year)
6021-01	Gold Support for CodeMeter Standard Software (for 1 year)
6024-01	Maintenance of customer-specific enhancements (Custom Software) (for 1 year)
6025-01	Gold Support for CodeMeter Embedded (for 1 year) Requires Gold Support for CodeMeter Standard Software
6026-xx	Extended Support for a version of an operating system (for 1 year)

Table 2: Available Levels of Support

Issue date: 2026-01-01