

Digital Services General Terms and Conditions of Use of SICK AG in the SICK IntegrationSpace® (Effective as of: January 2019)

These General Terms and Conditions of Use shall apply in the version applicable at the date the respective contract is concluded. They shall govern the use of the digital services offered and provided by SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch/Germany ("SICK", "we", "us", "our") in accordance with Section 1 below (collectively referred to as "Services") by you as the end user ("User").

The Services are offered exclusively to entrepreneurs as defined in Section 14 (1) of BGB (German Civil Code), i.e. to all natural or legal persons or partnerships with legal personality who or which, when entering into the contract, act in exercise of their trade, business or profession ("Companies").

Deviating, contradictory or supplementary General Terms and Conditions of the User, despite any knowledge thereof by SICK, shall not become part of the contract, unless agreed expressly in writing.

1. Offer and Availability of Services

- 1.1 SICK provides a digital business platform ("SICK IntegrationSpace®") with various services to Companies. The User may use the SICK IntegrationSpace® to download and use information and applications, procure other services from SICK and other users and contact them and other service providers/users.
- 1.2 The offered Services may include, for example, cloud services or software services, application programs, product data, electronic media, information and other content as well as the provision of software in object code and source code and software development kits (SDK). The scope of the Services is specified in the services description at www.sick.com. The scope of the Services is additionally determined by the availability of the Services at a given time.
- 1.3 We reserve the right to expand the Services offered in the SICK IntegrationSpace® or to restrict the duration of their use in part or in full. The User is not entitled to demand that specific services or any parts thereof be maintained.
- 1.4 The Services may also include services of third parties ("Partners") to which we merely provide access or contact. The use of such services, which will be marked as third-party services, is subject to the specific contract terms of the respective Partners which we and/or the Partner will indicate to you.
- 1.5 The User is not entitled to the uninterrupted use of free Services. We do not warrant that the access or use of Services will not be interrupted or affected by maintenance, upgrades or other disruptions which may result in data loss. We endeavor to ensure the uninterrupted usability of the Services. However, the occurrence of technical malfunctions (such as power outages, hardware and software errors, and technical issues relating to the data cables) temporary restrictions or interruptions cannot be excluded.

2. User Roles

- 2.1 The Services can assign various user roles and access rights depending on the service. By means of the user roles and the associated authorizations, we control which content a User can see when using the Services and what they may do. Thus, a User without any extended rights can, for example, see, download and, if applicable, use according to the respective terms and conditions of use public content or content released specifically for them. The Services, on the other hand, may enable a User with extended rights to create and/or edit content, release proprietary developments to selected parties, including for further processing, and upload new versions of assigned content.
- 2.2 SICK reserves the right to define additional user roles or to amend the access rights associated with a user role. Insofar as the amendment affects not only minor rights, section 15 shall apply.
- 2.3 Detailed information on the respective available user roles is provided in the respective [services description](#).

3. Use of Fee-Based Services

- 3.1 The SICK IntegrationSpace® enables you to use free and, insofar as available, fee-based services ("Fee-Based Services"). Insofar as the use of Services (including the retrieval of content) is subject to a fee and you did not order the respective Service at the time of registration, you will receive an online notification about the arising fees, payment terms, duration and termination of the Fee-Based Service and other relevant details and, where applicable, further particular contract terms and conditions prior to getting access to the respective Service. Then, you will be able to order the Fee-Based Service by clicking the order button.
- 3.2 By clicking the order button, you declare your binding offer to use the Fee-Based Service. The acceptance of your offer and, thus, the contract will become effective with the activation or provision of the Fee-Based Service by us. This contractual relationship ("Contract of Use") is also subject to these General Terms and Conditions of Use and other particular contract terms, if any, which you will be informed of prior to the use of the Fee-Based Service.
- 3.3 All indicated fees are exclusive of the statutory VAT as amended from time to time. The payment of the fee for the Fee-Based Service you order will be processed by SICK or a contracted payment service provider. The name of the service provider will appear before you enter into the contract.

- 3.4 Unless agreed otherwise, we will invoice the contractual fees not based on usage in advance and usage-based fees retrospectively. You will be informed about the billing period and the other payment terms before you use the Fee-Based Service for the first time. The invoicing will be done exclusively by electronic means; the invoices will be transmitted by e-mail. If you have selected invoicing by mail in your account settings, additional costs may accrue (processing costs and postage costs). The cost of the invoice dispatch will be displayed when you select the delivery method.

- 3.5 During a trial period, if any, the Fee-Based Service will be provided free of charge within a defined scope. This applies to Fee-Based Services provided by Partners only if and insofar as this has been warranted according to the respective particular contract terms of the Partner.

- 3.6 You may exercise a right of retention only if it is based on the same contractual relationship. You may offset our claims only with undisputed claims against us or claims against us confirmed by declaratory judgment.

- 3.7 Payments can be made upon receipt of an invoice. SICK reserves the right to offer other payment methods or to exclude certain payment methods on a case-by-case basis.

4. Blocking of Accounts

- 4.1 We may block your access to the Services and to the SICK IntegrationSpace® in part or in whole with temporary or permanent effect if there are specific grounds for suspecting that you are violating, or have violated, these Terms and Conditions of Use and/or applicable law or if we have other legitimate interest in blocking your account. We will consider your legitimate interests to a reasonable extent in our decision.
- 4.2 In the event of a temporary or permanent blocking, we will block your account and notify you of the blocking by e-mail.
- 4.3 In case of a temporary blocking, upon expiry of the blocking period or the permanent elimination of the blocking reason, we will reactivate your account and notify you of the reactivation by e-mail. A permanently blocked account cannot be reactivated. Permanently blocked persons have been blocked from the participation in and use of the Services with permanent effect and may not register again.

5. Termination of Use

- 5.1 You may terminate your Contract of Use with four weeks' notice to the end of the month by deregistration from the Services. In the event that you have entered into a contract for Fee-Based Services, the account can be closed only in combination with the termination of the respective contract. The notice period in section 5.2 shall apply accordingly.
- 5.2 We also reserve the right to terminate the Contract of Use in whole or with regard to individual Services with four weeks' notice to the end of the month, but no earlier than (i) upon expiry of the minimum term or (ii) at the earliest possible termination date of the Fee-Based Services provided by SICK in the SICK IntegrationSpace® or the Fee-Based Service provided under contracts with Partners.
- 5.3 The right of termination for good cause will remain unaffected. In the event that we terminate the Contract of Use for good cause for which you are responsible, we shall be entitled to a payment of 75% (seventy-five percent) of the usage fee for the remaining term of the Fee-Based Services provided by SICK or by a Partner until the next possible termination date if you do not prove that we or the respective Partner have not suffered any damage or that the actual damage is less than this amount. We or the respective Partner may provide proof that the actual damage exceeds this amount.
- 5.4 In the event of a complete termination of your Contract of Use, we may irrevocably delete all the data generated during the term of the Contract of Use no earlier than 30 calendar days after the termination takes effect and upon expiry of any statutory retention periods. Irrespective of an existing Services User relationship, we may be obliged by applicable privacy laws to delete personal data at an earlier date.

6. Scope of Use, User Guidelines, Monitoring of Use

- 6.1 Your user authorization is limited to Services access and to the use of the respectively available Services in accordance with the terms of these General Terms and Conditions of Use.
- 6.2 You are solely responsible for establishing in your area of responsibility the technical conditions required for the contractual use of the Services (in particular, hardware, web browser and Internet access). We are not obliged to provide any consultancy services in this context.

7. Protection of Content, Responsibility for Third-Party Content

- 7.1 The content of the Services is for the largest part protected by copyright law, trademark and competition law or other intellectual property law and is the respective property of SICK, our Partners, our customers and other third parties that have provided the respective content. The compilation of the Services content is as such also protected by copy right law. You may use this Services

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- content in accordance with these General Terms and Conditions of Use and within the framework provided by the Services.
- 7.2 The content of the Services is provided in part by us and in part by other users and/or other third parties. Content from users and other third parties is hereinafter collectively referred to as **“Third-Party Content”**.
- 7.3 We are entitled but not obliged to check Third-Party Content for completeness, accuracy and compliance with the law. We do not accept any responsibility for or warrant the completeness, accuracy, compliance with the law and topicality of the third-Party Content. This also applies to the quality of the Third-Party Content and its fitness for a particular purpose.
- 8. Right to Use Services Content**
- 8.1 Insofar as not otherwise agreed in these General Terms and Conditions of Use or in particular terms of use for the respective Services and/or the license terms for the respective Services or another contract with us or with another relevant third-party, the following shall apply to SICK content or Third-Party Content, in particular software, that you use as part of the Services (**“Services Content”**):
- a. The Services Content made available for free use has been explicitly marked as such. You shall be granted the right to use, process, copy and distribute this Content. This right will not be restricted in time and content. Regardless thereof, a free, unencrypted, generally available source code provided by the author or the authorized editor shall always be the prerequisite for the free use of the Services Content.
- b. All other Services Content made available may be retrieved online and used exclusively for personal purposes. In the event that you use the available Services Content as part of your professional or business activity, you may use this Content solely for your own purposes and/or for the achievement of the contract purpose. The use of the available Services Content for any other purposes, in particular the offering of Services for or to third parties, is generally prohibited. This right of use is limited to the duration of your Contract of Use; You must not process, modify, translate, display or present, publish, exhibit, copy or distribute the available Services Content in part or in whole. It is also prohibited to remove or change copyright notices, logos and other markings or proprietary notices.
- 8.2 You may download and print content only insofar as there is a download option and/or print option available as a Services feature (e.g. a download button).
- 8.3 Full payment of respective Fee-Based Services Content is another prerequisite for the granting of the license. All rights in the content remain the property of the original owner.
- 8.4 Mandatory legal rights (including the right of reproduction for private and other personal use pursuant to Article 53 of UrhG (German Copyright Law) remain unaffected.
- 9. Uploads of Your Content, Evaluation System**
- 9.1 Insofar as this option is available as a Services feature, you may upload content on the SICK IntegrationSpace® and make it available to third parties in accordance with the following regulations.
- 9.2 With the upload of content you shall grant to SICK a perpetual, royalty-free right to use the respective content, in particular
- to save the content on SICK servers,
 - insofar as you have authorized its publication accordingly including by implicit authorization, to make it publicly available (e.g. by display of the content on the SICK IntegrationSpace®),
 - to process and copy the content, insofar as this is required for the provision and/or publication of the respective content, or has been released by you through the upload of public, unencrypted content and
 - to grant to third parties the right to use this content.
- 9.3 The above granting of the right to provide public access or to grant rights of use to third parties does not apply to information you uploaded to sick.com which is clearly not intended for general release. This information includes registration data, information on business incidents and products, uploaded documents or documents exclusively for your own operational purposes as well as encrypted or in any other way protected content which has been marked accordingly. Such information shall only be disclosed to third parties if this is necessary for the performance of the contractual services or has been authorized by you (e.g. by granting third parties access to this content) or upon your express approval.
- 9.4 Insofar as the Services expressly offer the option to delete uploaded content from sick.com, the above right of use shall expire upon deletion. However, SICK may store back-up copies and copies created for documentation purposes. The rights to uploaded content that users have granted to Services users shall remain unaffected by the deletion.
- 9.5 You shall be fully responsible for the content uploaded by you. We will not check the content for completeness, correctness, compliance with the law, topicality, quality, and fitness for a particular purpose.
- 9.6 You warrant that you are the sole owner of all rights to the content you uploaded to the SICK IntegrationSpace® or have been otherwise authorized (e.g. by a valid authorization of the rights owner) to upload the content to sick.com and to grant the rights of use and exploitation as defined above. This applies in particular to copyrights, trademark rights or patent rights as well as industrial property rights and/or ancillary copyrights and personal rights of third parties. Furthermore, you undertake not to upload any content that violates applicable laws.
- 9.7 We reserve the right to reject the upload of content and/or to edit, block or delete uploaded content (including private messages and guest book entries) without any prior notification if the upload of the content by you or the uploaded content itself result in a breach of 10 of these General Terms and Conditions of Use or if there is concrete indication that this will result in a major breach of 10. We will, however, consider your legitimate interests and opt for the least restrictive measure to stop the breach of 10.
- 9.8 Insofar as the SICK IntegrationSpace® offers as a feature an evaluation system for users and Services, you are entitled to make truthful statements about all other users (in the community area) and about all services or other performances on the evaluation page of the respective user and/or service. SICK does not appropriate the evaluations, is not obliged to review the evaluations and is not responsible for the content.
- 9.9 Users who try to upload false, offensive, unethical, anticompetitive, criminal or otherwise illegal content about others may be excluded with immediate effect.
- 9.10 All content uploaded by you must meet the technical requirements and quality requirements of SICK.
- 10. Prohibited Activity**
- 10.1 The available Services, unless otherwise specified in these General Terms and Conditions of Use or in the particular contract terms of the respective Service, are intended solely for the personal purposes of the Users. All further commercial use for or in dealings with third parties is prohibited. Prohibited commercial use includes in particular
- all offers and advertisements of fee-based content, services and/or products of the User as well as of third parties,
 - all offers, advertisements and activities with commercial context, such as contests, sweepstakes, barbers, ads or snowball systems,
 - all electronic and/or other collection of identity data and/or contact details (including email addresses) of users (e.g. for the sending of unsolicited e-mails), and
 - the use of available Services including the content offered therewith for or in dealings with third parties.
- 10.2 You shall refrain from all activities on the SICK IntegrationSpace® and/or related to Services that violate applicable law, third-party rights or the principles of youth protection. In particular, you must refrain from the following activities:
- Upload, distribution, offering and promotion of racist, discriminating, pornographic content that infringes youth protection laws, privacy laws and/or other laws, and/or fraudulent content, services and/or products;
 - The use of content which offends other users or libels third parties, and abusive criticism;
 - The use, provision and distribution of proprietary content, services and/or products that are protected by law or encumbered by the rights of third parties (e.g. by copyrights) without having an express right to do so.
- 10.3 Furthermore, irrespective of any violation of the law due to publication of your content on the SICK IntegrationSpace® and the communication with other users (e.g. through personal messages, participation in discussion forums, publication of postings or comments), you must refrain from the following activities:
- The distribution of viruses, Trojans and other malware;
 - The dissemination of junk mail or spam and chain emails;
 - The distribution of offensive, sexual, obscene or defamatory content and/or communication and content and/or communication that is likely to promote racism, fanaticism, hatred, physical violence or illegal activity (either explicitly or implicitly);
 - The harassment of other users, e.g. through multiple personal contacting without or contrary to any request of the other user, and the promotion and/or support of such harassment;
 - Asking other users to reveal their passwords and personal data for commercial or illegal purposes;
 - The distribution and/or public display of available Services Content insofar as not expressly authorized by the respective author or expressly made available as a Services feature.
- 10.4 All actions that may negatively affect the smooth operation of the Services and/or the SICK IntegrationSpace®, in particular the overload of our IT systems, are also prohibited.
- 10.5 Should you gain knowledge of any illegal, inappropriate, irregular or other unauthorized use of the Services and/or the SICK IntegrationSpace®, you can contact support@sick.com and report this unauthorized use. We will review the incident and take appropriate action insofar as necessary.

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10.6 We reserve the right to reject the upload of content and/or to edit, block or delete uploaded content (including private messages and forum entries) without prior notification if the upload of content by you or the uploaded content as such violate these General Terms and Conditions of Use or if there is concrete indication that a serious violation will take place. However, we will consider your legitimate interests in our decision.

11. Confidentiality

11.1 The contract parties undertake to keep strictly confidential all business and trade secrets or other confidential information they receive from the respective other contract party or that become known to them during the contract performance. The confidential information and the documents containing it may not be made accessible to third parties not involved in the contract performance. The contract parties shall store and secure the information and documents in a way that excludes any inappropriate use by third parties, exercising the due diligence of a prudent businessman.

11.2 The confidentiality obligation does not apply to information and documents that were known and available to the public at the time of disclosure or that was known to the receiving contract party prior to the disclosure or was lawfully disclosed to them by a third party at a later time.

12. Force Majeure

12.1 We shall be relieved from our performance obligation insofar as the non-performance is due to force majeure occurrence after the contract signing.

12.2 Force majeure events include, for example, wars, strikes, riots, expropriation, storms, floods, and other natural disasters as well as other circumstances beyond our control (in particular, water penetration, power outages and interruption or destruction of data cables and technical Internet issues out of our control).

12.3 We will notify you about a force majeure occurrence without delay and notify you again the same way when it has ended.

13. Indemnification

13.1 You are obliged to indemnify us from and against all claims of third parties for costs incurred, claims and disadvantages that may arise out of the infringement of their rights by your content or due to a legal infringement by you. This shall not apply if and insofar as you are not responsible for the infringement of the third-party rights.

13.2 You are also obliged to reimburse all costs we incur due to the legal infringement, in particular the cost of appropriate legal defense including court charges and external counsel fees. This shall not apply if and insofar as you are not responsible for the legal infringement.

14. Limitation of Liability

14.1 SICK shall be liable for damages – regardless of the legal case – solely:

- a) in the event of intent;
- b) in the event of gross negligence;
- c) in the event of injury of life, body or health;
- d) in the event that SICK has fraudulently concealed a defect;
- e) insofar as SICK has given an explicit guarantee;
- f) pursuant to the Product Liability Act;
- g) if SICK violates an essential contractual duty.

In the event of violation of an essential contractual duty pursuant to lit. g) by negligence of SICK, SICK's liability for damages shall be limited to typical contractual losses that could have been foreseen. This also applies to loss of profits and any other financial loss. An essential contractual duty is a duty the fulfillment of which is required for the due execution of a contract and the observance of which a Party relies on, and may rely on, regularly, as well as a duty the breach of which will put the achievement of the contractual purpose at risk. SICK's liability shall in any event and regardless of the legal cause, except under the circumstances set out in lit.

(a) to f) above, be limited to the order value.

14.2 Insofar as SICK's liability is limited or excluded, this shall also apply to the personal liability of the SICK's employees, workers, representatives and vicarious agents and to the liability of subsidiaries, suppliers and licensors.

14.3 SICK shall not be liable for the accuracy, completeness and topicality of the information and data provided by the users.

15. Amendment of These GT&Cs

SICK reserves the right to amend these General Terms and Conditions of Use at any time with effect including on existing Contracts of Use. You will be notified of any such amendments no later than 30 calendar days prior to the entry into force of the amendments. Unless you object within 30 days from receipt of the notification, the amendments shall become effective upon expiry of this period. In the event that you object, the Contract of Use shall end as of the next possible termination date. We will inform you about your right of objection and the consequences in the notification of amendments.

16. Changes to Services, Price Changes

16.1 We may change at any time the Services offered free of charge, offer new Services free of charge or for a fee, and discontinue the provision of free Services. We will consider your legitimate interests in our decision. In the event that free Services are changed to Fee-Based Services or that Fee-Based Services are changed, the procedure in Section 15 shall apply accordingly.

16.2 In each notification of change you will be informed about the consequences of the change and in a separate note about your right of objection and/or termination.

16.3 The Partners alone decide on the function and prices of all Services they offer on sick.com.

17. General Provisions

17.1 Detailed information on SICK as the Services provider is available [here](#).

17.2 German law shall apply with the exclusion of the German private international law and the UN-Convention on the International Sale of Goods.

17.3 Exclusive place of jurisdiction is Freiburg im Breisgau. We shall be also entitled to initiate proceedings against you before a court having jurisdiction at your place of business.

17.4 If any provision of these General Terms and Conditions of Use is or becomes ineffective, the validity of the remaining provisions shall remain unaffected thereby. In such a case, the parties are obliged to draw up provisions which produce a result which economically comes closest to the ineffective provision and which is legally enforceable. The foregoing applies accordingly to any contractual gaps.
