General Terms and Conditions for Software as a Service (AVB SaaS SICK)

(as at March 2024)

1. Subject Matter and Scope

1.1. Subject matter of these General Terms and Conditions for Software as a Service ("**AVB SaaS SICK**") is the granting of the right of online use, via the internet, of software which is described in more detail in the contract and/or in the product description ("**SaaS Software**") as well as the storage of customer data by (i) SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch, Germany or (ii) an Affiliate of SICK AG ((i) and (ii) individually or collectively "**SICK**"); an "**Affiliate**" being an individual or entity controlling, controlled by or under the common control of another individual or entity, with control for such purpose meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities or voting interests, by contract or otherwise. The customer is given the technical possibility and authorization to access via the internet SaaS Software hosted directly or indirectly by SICK and to use the features of the SaaS Software within the framework of this contract ("**SaaS**").

1.2. Contractual agreements, product descriptions and/or the General Terms of Delivery ("**ALB SICK**") of the SICK company providing SaaS also apply, as do the General Terms and Conditions for the Registration of a SICK ID ("**ANB ID SICK**").

1.3. These AVB SaaS SICK also apply to subsequent bug-fixes, patches, updates, upgrades, etc. (hereinafter collectively referred to as "Update") of the SaaS Software provided to the customer, unless otherwise agreed at the time of provision of the Update.

1.4. In the event of discrepancies, the aforementioned contract documents apply in the following order of precedence:
(1) individual agreements
(2) SICK's quotations
(3) product description of SICK
(4) these AVB SaaS SICK
(5) ANB ID SICK
(6) ALB SICK.

1.5. In case supplementary services (e.g., consultancy services, trainings) are provided in combination with SaaS, they are subject to separate contractual agreements. In case of doubt, such services shall be governed by the General Terms and Conditions for the Provision of Services ("AVB Service SICK") of the contracting SICK company. If SICK provides to the customer software installed and operated locally or in the customer's area of responsibility (on-premise) on a temporary or permanent basis, such software shall be subject to the General Terms and Conditions for the Provision of Software Products ("AVB Software SICK").

1.6. All General Terms and Conditions of SICK are available on the website of the respective SICK company or at www.sick.com upon selecting the respective country.

1.7. Deviating, contradictory or supplementary General Terms and Conditions of the customer shall not be part of the contract, regardless of any knowledge of SICK, unless their application is expressly agreed upon in writing.

1.8. If and to the extent the SaaS Software contains so-called "open-source software", the respective license terms of the open-source software shall apply in addition to and shall prevail over these AVB SaaS SICK. SICK does not assume any warranty in respect to such open-source software, neither for freedom from defects, nor for marketability, suitability for a specific purpose, or freedom from defects of title. Claims for damages are excluded to the extent permitted by law. The granting of rights of use shall be governed exclusively by the respective open-source software license terms. For details of the exclusion of warranty and liability, reference is made to the respective open-source license terms set out in the documentation, the "readme" files and/or reference files for the open-source software, which are made available to the customer.

2. Provision of SaaS

2.1. The provided SaaS can comprise, for example, cloud- or software services, application programs, the provision of product data, electronic media, information and other content. The scope of the SaaS provided is specified in the contract, the product description and/or the description of the services at www.sick.com. Furthermore, the scope of performance comprises the service features available at the respective time.

2.2. SICK provides the SaaS to the customer via the internet as of the agreed date for the duration specified in the contract and/or the product description for use and enables access. For this purpose, SICK directly or indirectly hosts SaaS Software. The SaaS can be accessed by the customer via the internet, e.g., via browser or app.

2.3. If necessary, SICK will provide the customer with the log-in data required to use the SaaS. The registration of a central SICK ID, which is subject to the ANB ID SICK, may be a prerequisite for the use.

2.4. The available SaaS features may include services and performances of third parties ("Partners") which SICK solely provides access or establishes contact to. The use of such services – which are marked as performances or services of third parties – shall be governed with precedence by the special contractual terms of the respective Partner, which SICK and/or the Partner will point out to the customer.

2.5. Transition point for the contractual performance of SICK is the router output to the internet of the computing centers used by SICK. The customer's connection to the internet, maintaining the network connection as well as the procurement and provision of the necessary hardware and software on the part of the customer are not subject matter of the contract and these AVB SaaS SICK.

2.6. SICK will provide the SaaS, where technically possible, in the respective version currently offered, provided that the Update of the SaaS Software-version – taking into account SICK's interests – is reasonable for the customer. SICK will notify the customer in due time of any changes to the SaaS Software used, provided that such changes affect the agreed upon functionality.

2.7. SICK reserves the right to modify SaaS provided free of charge, to provide new SaaS against payment or free of charge and to discontinue the provision of SaaS provided free of charge. SICK will take into account the customer's legitimate interests. SaaS provided against payment may be adapted at any time – also during a contractual relationship – to changed legal or technical conditions, API compatibility, advancement of the SaaS or the state of the art, with the agreed basic SaaS functionalities retained.

3. Licensing and License Terms

3.1. The SaaS/SaaS Software is protected by copyrights. For the duration of the contract as specified in the contract and/or in the product description, SICK grants to the customer a limited, non-exclusive, non-transferrable and non-sublicensable right to use the SaaS for the customer's business purposes. Any use of the SaaS Software other than through the SaaS requires the express written consent of SICK. The above also applies to all Updates of the SaaS Software provided by SICK in connection with the SaaS during the contract term, if any.

3.2. Unless expressly agreed otherwise, the license is subject to the payment of any remuneration that is owed and due under the contract.

3.3. The Customer may copy the SaaS and, insofar as accessible to the customer, the SaaS Software only to the extent necessary for the authorized use of the SaaS. This includes uploading the SaaS/SaaS Software into the working memory, but not the installation or storage, not even temporary, of the SaaS/SaaS Software on local data carriers or on hardware used by the customer.

3.4. The customer is not entitled to use, copy, or download SaaS/SaaS Software or any data other than its own data for any purposes other than those of this contract, or to make SaaS Software or SaaS available for use free of charge or against payment to third parties or to persons outside the agreed group of users. In particular, the customer is not entitled to process, modify, reverse engineer, decompile, disassemble the program code of SaaS Software or parts thereof or to determine the source code in any other way, nor to create derivative works from SaaS Software. Mandatory statutory provisions (e.g., §§ 69d, 69e UrhG – German Act on Copyright and Related Rights) shall remain unaffected.

3.5. In each individual case the customer allows the use of SaaS Software and/or SaaS to third parties, the customer shall be obliged to pay damages in the amount of the remuneration that would have been due for a single user if a contract had been concluded, unless the third-party use is not attributable to the customer. The customer shall be free to prove that no damage was incurred or that the incurred damage was substantially lower. All further rights of SICK shall remain unaffected by the foregoing provision.

4. Availability

4.1. The average availability of the performances provided is stipulated in the contract and / or product description. However, the availability can be temporarily restricted in case of technical malfunctions or maintenance.

4.2. If the SaaS is unavailable due to scheduled maintenance, SICK will inform the customer in due time in text form (Sec.126b of BGB – German Civil Code).

5. License Types

5.1. SaaS is offered in different categories of license models. The license type applicable to the respective SaaS is specified in the contract and/or the product description. If no license type is specified, a Named User license is granted.

5.2. In particular, the following license types may be offered for individual SaaS:

- "Named User" license means that the access to the SaaS is limited to the persons at the customer's company who have been named by the customer and for whom licenses have been validly purchased in accordance with this agreement.
- "Single" license means that the customer is entitled to use SaaS on one device or at one workstation.
- "Floating" license means that access to the SaaS at any time is limited to a maximum number of users, for whom valid licenses have been purchased in accordance with this agreement.
- "Company" license means that the customer is entitled to use the SaaS on several devices or simultaneously at several workstations within its company. To the extent such Company license does not explicitly specify the number of devices and/or workstations, such use is permitted without limitation in number. This does not include the use on devices and workstations of Affiliates of the customer. The purchase of additional Single

licenses or a Group license is required for Affiliates.

- "Group" license means that the customer and its Affiliates are entitled to use the SaaS on several devices or simultaneously at several workstations. To the extent the Group license does not explicitly specify the number of devices and/or workstations, the use within the customer's group is permitted without limitation in number. The customer is also entitled to use SaaS within a network or on other multiple-station computing systems.

6. Freeware, Demo-, Test-, or Trial-Versions

6.1. If SICK provides access to SaaS to the customer for evaluation or test purposes (e.g., demo-, test-, or trial-versions), the customer's right to use such SaaS is limited to (i) internal evaluation or test purposes in the customer's company and, where applicable, (ii) the time period specified by SICK. Any productive use is strictly prohibited. The right of use terminates automatically upon expiry of the time period specified by SICK.

6.2. The SaaS according to section 6.1, as well as SaaS provided free of charge (collectively "Freeware"), can be subject to functional restrictions; any use is at the customer's own risk.

6.3. SICK disclaims any warranty for specific properties when providing SaaS according to section 6.1 or Freeware; section 12 shall not apply.

7. Data Storage

7.1. The storage of customer's data is a prerequisite for the use of SaaS. The customer hereby grants to SICK the perpetual, non-exclusive, sublicensable and transferable right, unrestricted as to place and content, to such data (including the right to modify and reproduce it), to (a) enable SICK to provide SaaS, (b) analyze and enhance the services provided and (c) develop further services. In the event that personal data are processed, the provisions of section 14 apply additionally.

7.2. To the extent the customer has to enter or transmit specific parameters to SICK in order to use the SaaS (e.g., to initiate actions if these parameters are not met or exceeded), the customer shall be responsible for ensuring that such parameters are (a) accurate and (b) suitable for the intended purpose.

8. Customer's Obligations

8.1. The contractual use of the services provided by SICK depends on the hardware and software used by the customer, including workplace computer, router, data communication means etc., meeting the minimum technical requirements for the use of the SaaS as offered from time to time, and on the authorized SaaS users being familiar with the operation of the SaaS.

8.2. The customer shall establish, at its own cost, a data connection via the internet between the workstations to be used and the data transition point defined by SICK. SICK is entitled to redefine the data transition point at any time if necessary for the unobstructed use of the services by the customer. In such case, the customer shall establish a connection to the newly defined transition point. SICK assumes no responsibility for any malfunction in the transmission of or access to data outside of SICK's control (e.g., due to maintenance times or in case of malfunctions attributable to the provider of storage capacity, the internet provider, the network provider, etc.).

8.3. The customer is obliged to keep the log-in data provided by SICK confidential from unauthorized third parties and to keep it secure from access by unauthorized third parties, thus making it impossible for third parties to abuse the data in order to gain access. The personal password must be changed in regular intervals. As soon as the customer has any indication that a third party may have gained unauthorized access to, or may have misused, the user and access rights, the customer is obliged to inform SICK thereof without delay via support@sick.com.

8.4. The customer must not use improperly, or allow any improper use, of SaaS and SaaS Software; in particular, the customer must not transmit any illegal content. The customer shall refrain from any attempt, including through unauthorized third parties, of unauthorized retrieval of information or data or from interfering with programs run by SICK or from intruding into data networks of SICK without authorization.

8.5. When using the SaaS and the SaaS Software as well as the contractual services, the customer shall observe applicable law, in particular all applicable laws and regulations. The customer is in particular prohibited from uploading data or content that infringes legal provisions, third-party property rights or copyrights, or other third-party rights.

8.6. To the extent possible, the customer shall save the data and content transferred to SICK on a regular basis and according to the risk involved and create its own back-ups in order to ensure their recovery in the event of data and information loss. The customer shall in particular use any options provided by SICK to save its data in its own sphere of responsibility. The customer shall scan the data and information for viruses prior to upload and use state-of-the art antivirus programs.

9. Remuneration, Payment Terms

9.1. The remuneration shall be according to the contractually agreed prices. The price to be paid for the SaaS can consist of one-off payments (e.g., installation fee), recurring payments (e.g., monthly/annual user fee), usage-based payments (e.g., pay-per-use) and/or individual additional fees. Details are specified in the contract and/or the product description.

9.2. Remuneration is exclusive of the statutory VAT, if any, which will be charged additionally.

9.3. In case of recurring services, the customer shall be invoiced by SICK for the remuneration for the contractually agreed performance period in advance.

9.4. The remuneration is due and payable within 14 days after the invoice date.

9.5. If SICK uses electronic billing by sending invoices by e-mail, the customer may demand the invoice to be sent by mail, for which additional costs may accrue (processing and mailing costs). In this case, SICK will notify the customer of the costs for the invoice dispatch.

9.6. SICK reserves all rights to the SaaS and the SaaS Software until all due claims of SICK against the customer are settled.

9.7. The customer is only entitled to offset counterclaims insofar as such counterclaims are undisputed or ruled with res judicata effect by a court of law.

10. Contract Term, License Term

10.1. The contract is concluded for the term contractually agreed upon or specified in the product description. Unless agreed otherwise, the term is 12 months and will be automatically renewed by subsequent 12-months periods (extended term), unless either Party terminates the contract with three months' notice to the end of the fixed term or the extended term, respectively.

10.2. SICK may terminate the contract without observing a notice period if the customer (a) is in delay with the remuneration or with a not insignificant part of the remuneration which equals the remuneration for six months or (b) infringes these AVB SaaS SICK in any other way, unless the infringement is not attributable to the customer or unless the infringement and its consequences are only insignificant. In these cases, the customer is not entitled to a reimbursement of the remuneration paid for the use. SICK is entitled to immediately claim an amount equaling 75% (seventy-five percent) of the remuneration for the remaining term, until the next possible regular termination date, of services offered by SICK or a Partner against remuneration and affected by the termination, unless the customer proves that SICK or the affected Partner has not suffered any damage or that the actual damage is significantly lower than this amount. SICK or the relevant Partner may prove that the actual damage exceeds this amount.

10.3. The right of termination for important cause remains unaffected.

10.4. Every termination must be made in writing or via other termination means made available by SICK.

10.5. In the event of a full termination of the contract, SICK may, upon the expiry of 30 calendar days after the effective date of the termination and upon expiry of any statutory retention periods, irretrievably delete all data created during the term of the contract. Irrespective of any existing contract, SICK may be obliged to delete personal data at an earlier date in line with the provisions of the applicable privacy law.

11. Support

11.1. SICK provides during its usual business hours a technical support hotline that can be reached by e-mail, feedback form, fax or phone. The hotline solely serves to provide support to the customer regarding the use of the performance owed by SICK under the contract.

11.2. The conclusion of a separate service level agreement ("SLA") can be a prerequisite for getting access to support services. In such SLAs, further optional services can be agreed upon, subject to availability. Support availability, error classification and response times are specified in the respective SLA.

12. Claims for Defects

12.1. SICK shall, within reasonable time and at its sole discretion, rectify duly notified reproduceable defects in the performance or re-perform the performance. With regard to third-party software licensed by SICK for use by the customer, the liability for defects is limited to the procurement and installation of generally available upgrades, updates or service packs via an Update.

12.2. The customer shall inform SICK of defects in the contractual performance in written form (including email) without undue delay and state how and when the error or defect occurs and how it can be reproduced. The customer shall actively support SICK in troubleshooting by providing suitable documentation (hardcopy, screenshots, etc.) and any other documents, data, etc. necessary for the analysis and elimination of the defect by SICK. If during the inspection of a complaint the defect turns out not to have occurred within SICK's area of responsibility, SICK may charge the customer for the inspection at the respective applicable prices. This does not apply if the customer, exercising due care, could not have determined that the malfunction did not occur in SICK's area of responsibility.

12.3. If, due to reasons attributable to SICK, subsequent performance fails within a reasonable grace period notified by the customer, the customer may reduce the agreed remuneration on a pro rata basis for the time in which the SaaS was not available to the customer to the agreed extent. The right to reduce the remuneration is limited in amount to the monthly remuneration due for the defective part of the performance.

12.4. Liability without fault due to initial defects in accordance with Section 536a (1) of the German Civil Code (BGB) is excluded.

13. Liability

13.1. SICK shall be liable for damages – regardless of the legal cause – solely:
a) in the event of intent;
b) in the event of gross negligence;
c) in the event of injury to life, body and health;
d) in the event that a defect was concealed in a fraudulent manner;;
e) in case of an explicit guarantee;
f) pursuant to the German Product Liability Act (ProdHaftG); or
g) in the event of a breach of an essential contractual duty.

13.2. In the event of negligent breach of an essential contractual duty pursuant to section 13.1 g), the liability for damages shall be limited to foreseeable losses typical for the contract. 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 the contract, and on the observance of which a contract party principally relies, and may rely, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.

13.3. The liability of SICK for all damages arising out of or in connection with the contract, caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any indemnification obligation, shall, regardless of the legal cause, except under the circumstances set out in section 13.1 a) to f) above, be limited (i) in case of one-off remuneration, to this remuneration (ii) in case of recurring remuneration, to the remuneration due for the respective contractual year; in any event, however, (iii) to a maximum of EUR 100,000. In the event that the liability cap is not reached in a contractual year, the liability cap for the following contractual year is not automatically raised. A contractual year in the aforementioned sense is the initial twelve-month period as of the date of provision as defined in the contract and every subsequent twelve-month period.

13.4. Except as provided in Section 13.1 a) – f), SICK is not liable for the loss of customer data to the extent the damage is based on the customer's omission to create back-ups in accordance with Section 8.6 and thus to ensure that lost customer data can be recovered with reasonable effort.

13.5. If SaaS is provided free of charge, SICK does not accept any liability, with the exception of the provisions in Section 13.1 a) – f), for damage resulting from the use thereof.

13.6. The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, vicarious agents, associates, Affiliates, suppliers and licensors of SICK.

13.7. The limitation period for claims for damages against SICK is one year insofar as permitted by law, unless the damage was caused intentionally. Claims for damages pursuant to the German Product Liability Act (ProdHaftG) are subject to the statutory limitation periods.

14. Privacy

14.1. SICK and the customer shall comply with the respective applicable privacy law.

14.2. If SICK processes personal data as the controller of data, the details of the processing are specified in the privacy information for the respective product. The customer undertakes to provide this privacy information to the persons concerned.

14.3. If SICK is commissioned by the customer to process personal data, the Parties shall sign an agreement on commissioned processing in accordance with Section 28 of the EU General Data Protection Regulation (GDPR). The customer shall inform SICK in text form without delay of this requirement.

15. Confidentiality

15.1. The customer shall hold in strict confidence all confidential information disclosed to it within the framework of a contract and, regardless of the purpose, use such information only with the prior written approval of SICK. Confidential information includes information expressly marked as confidential by SICK and information the confidential nature of which is apparent from the circumstances of the disclosure.

15.2. The obligations set out in Section 15.1 do not apply to information or parts thereof for which the customer can prove (a) that they were known to the customer or were generally available prior to the date of receipt or were lawfully disclosed to the customer by a third party after the date of receipt hereunder without confidentiality obligations (b) were already known or available to the public prior to the date of receipt hereunder or (c) became known or available to the public after the date of receipt hereunder through no fault of the customer.

15.3. The obligations set out in Section 15.1 shall survive the termination of the contract for an indefinite period, namely for as long as an exception as defined in Section 15.2 is not proven.

16. Force Majeure

16.1. SICK shall be relieved from any performance obligation to the extent the non-performance is due to the occurrence of force majeure events after contract conclusion.

16.2. Force majeure events include, for example, wars, strikes, riots, expropriation, storm, flood, epidemics, pandemics and other natural disasters as well as other circumstances not attributable to SICK (in particular, water penetration, power outages and interruption or destruction of data cables and technical internet issues out of SICK's control).

17. Export Compliance

17.1. The customer undertakes to comply with all customs and export control regulations, foreign trade laws and sanctions applicable to the relevant business transaction when using, distributing or in any other way making available goods, software, technology incl. services provided by SICK ("SICK Items").

17.2. The customer shall not sell, export or re-export, directly or indirectly, any SICK Items to the Russian Federation or for use in the Russian Federation. The customer undertakes to take appropriate measures, in particular with regard to possible resellers, to ensure that SICK Items are not re-exported to the Russian Federation or for use in the Russian Federation.

17.3. The customer confirms not to be directly or indirectly controlled or owned by, or under common control with, a party identified on any sanctions list. The customer will notify SICK about any changes in that regard without delay.

17.4. The customer shall provide all information reasonably requested by SICK for export compliance purposes including, but not limited to, information about the end user, final destination and intended end use. No business transaction shall be binding on SICK until all export licenses and other approvals required for the relevant business transaction have been obtained. SICK shall not be liable for delays or non-performance caused by the competent authorities or the customer even if SICK has confirmed a purchase order or delivery schedule.

17.5. The customer shall fully indemnify and hold harmless SICK from and against any claims of authorities or other third parties due to the customer's non-compliance with any provision of this section 'Export Compliance'. The customer further undertakes to reimburse SICK for any losses and expenses incurred in this context.

17.6. The customer undertakes not to use, distribute or in any other way make available any SICK Items (i) for use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of weapons of mass destruction and/or of missiles capable of delivering such weapons and/ or (ii) for use in weapons and/or weapons systems.

17.7. If the customer breaches any of the provisions of this section 'Export Compliance', SICK is entitled to terminate the contract with immediate effect or to withdraw from it, in whole or in part, even if the contract has already been executed in part, and to end the business relationship with the customer. All claims against the customer shall remain unaffected.

18. Taxes

18.1. Remuneration is inclusive of any withholding tax, if any.

18.2. If the customer is obliged under applicable tax laws to withhold and pay (withholding) tax instead of or on behalf of SICK on the remuneration payable to SICK, the customer shall deduct the relevant amounts from the payments to be made to SICK. If the customer fails to withhold and pay such (withholding) tax, the customer shall bear all additional costs arising for SICK in this regard.

18.3. The customer shall assist SICK in reducing or reclaiming such (withholding) tax as far as possible in accordance with legal regulations. The customer will therefore inform SICK about such withholding requirements in due time before deducting any amounts from the remuneration. The customer shall further provide SICK with a tax certificate and all other documents requested by SICK, in order to achieve a reduction or refund of the (withholding) tax. If SICK cannot reduce or reclaim the (withholding) tax due to the customer failing to inform SICK about the withholding requirements or failing to provide the necessary documents in time, the customer shall reimburse SICK for such (withholding) tax.

19. Reservation of Changes

Upon expiry of the minimum term, SICK shall for the first time be entitled to amend the remuneration provided that SICK notifies the customer in writing no later than six weeks before such price change comes into effect. The customer has an extraordinary right of termination which becomes effective as of the date of the price change. SICK shall expressly refer to this right of termination in the notification. If the customer does not exercise this right within four weeks of receipt of the notification, the change is deemed to be accepted.

20. Final Provisions

20.1. SICK will notify changes to these AVB SaaS SICK to the customer in text form or online. In such case, the customer may either (i) confirm the respective change of contract or, if SICK does not offer to maintain the contract under the previous terms, (ii) choose termination of the contract by SICK with effect as of the next possible date in which case section 10.4 shall not apply. In the event of a change of contract pursuant to (i) above, the new terms shall apply as of the date of the declaration of confirmation. In the event of termination of the contract by SICK, the AVB SaaS SICK applicable prior to the change shall apply until the end of the notice period. SICK will inform the customer about

these options and the consequences of its decision in the change notification.

20.2. Should any of the provisions of these terms of use be or become invalid, void or unenforceable, the validity of the remaining provisions shall remain unaffected thereby. In such case, the invalid, void or unenforceable provision must be interpreted or substituted in such a way as to achieve the intended economic objective. This shall not apply if adherence to the contract constitutes an unreasonable hardship for either Party.

20.3. These AVB SaaS SICK and all obligations arising out of them are governed by the law of the Federal Republic of Germany; the application of private international law and the United Nations Convention on the International Sale of Goods (CISG) shall be excluded.

20.4. If the customer is an entrepreneur as defined in Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, all disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be the seat of the contract partner of the customer. The language of arbitration shall be German or English.

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