

# **General Terms and Conditions for the Supply of Software Products**

- as at October 2015 -

## **1. Scope**

- 1.1 These General Terms and Conditions for the Supply of Software Products ("Conditions") govern all supplies of software to Purchaser by SICK AG and all companies of the SICK Group domiciled in Germany and affiliated with SICK AG in accordance with §15 et seq. of the German Stock Corporation Act (*Aktiengesetz - AktG*) ("SICK"). The General Terms of Delivery of the SICK Group (ALB) shall additionally apply.
- 1.2 The scope of the present Conditions shall not include development licenses (licenses conferring the right to further development). Such licenses require an individual agreement.
- 1.3 If the software is supplied together with hardware, these Conditions shall not apply to hardware. Hardware shall be exclusively subject to the ALB.

## **2. Rights of Use**

- 2.1 In principle, SICK grants to Purchaser a non-exclusive right to use the software.
- 2.2 Unless stipulated otherwise, the following shall apply:
  - the software with the agreed performance characteristics will be provided solely for use on the hardware delivered along with the software or the agreed hardware,
  - in cases where only the software is supplied, such software may be used on one single system only.
- 2.3 The software is delivered in machine-readable form only (object code).
- 2.4 Purchaser is not entitled to modify, reverse engineer, translate or disassemble the software. Purchaser may not remove alpha-numeric and other codes from data carriers.
- 2.5 Purchaser may duplicate the software program to the extent that such duplication is required for the use of the program as stipulated in the contract and/or in accordance with the specified use. Required duplications within the meaning of sentence 1 above comprise, in particular, the installation of the program from the original data carrier onto the mass storage of the used hardware as well as loading the program onto the main storage. Furthermore, the user may duplicate the program for backup purposes. However, as a matter of principle, only one single backup copy may be made. Purchaser may not make any further copies.
- 2.6 In respect of any free-of-charge software added to the hardware product as well as any software which may be downloaded free of charge from the Internet (freeware) and which is urgently required for operating SICK's sensor and control products, the duplication shall not be restricted. Such software may be duplicated without restriction for operating the sensor and control products for use in Purchaser's own company.
- 2.7 SICK grants to Purchaser the right to transfer the right of use granted to Purchaser to a third party, provided that such third party agrees to the validity of these Conditions and of any software agreement separately signed by Purchaser and SICK, if applicable. Such third party shall not be granted any rights of use beyond the rights of use granted to Purchaser under these Conditions. Purchaser shall transfer the software in its entirety, including all copies made, and may not retain any copies.
- 2.8 Purchaser may not grant any sub-licenses of the software.
- 2.9 Insofar as Purchaser is supplied with software the author of which is a third party, SICK shall not grant to Purchaser any rights of use beyond those granted to SICK by the third party.

## **3. Company License**

Notwithstanding and prevailing over Section 2 above, the following provision shall apply to expressly granted company licenses:

If Purchaser is granted a company license by SICK, this means that Purchaser is entitled to use the software on several devices or on several workstations simultaneously and to duplicate the software for such purpose. In case the company license does not expressly determine the number of devices and workstations respectively, the use within Purchaser's company shall not be restricted in terms of numbers. However, the aforesaid does not comprise the use on devices and workstations within affiliated companies within the meaning of §§ 15 et seq. of the German Stock Corporation Act (*Aktiengesetz - AktG*). In respect of affiliated companies,

additional company licenses are to be purchased. Purchaser is further entitled to use the software within a network or other multi-station computer systems.

## **4. Runtime License**

- 4.1 Purchaser is entitled to generate application-specific, loadable and executable software with the software product and to transfer such software (runtime license).
- 4.2 Unless stipulated otherwise, in case of transferring such software, Purchaser shall pay in addition to the purchase price a runtime license fee per device on which the generated software is used. The amount of the runtime license fee shall be determined by SICK according to SICK's reasonably exercised discretion.
- 4.3 Unless agreed otherwise, Purchaser shall, before transferring such software, request a license number for the runtime license from SICK. SICK shall notify Purchaser of such number after receipt of payment of the runtime license fee. When transferring the generated software, Purchaser shall pass the terms of use agreed between SICK and Purchaser on to Purchaser's customer.

## **5. Transfer of Risk**

In addition to the provisions contained in the ALB, the following shall apply: if software is delivered using electronic communication media (e.g. via the Internet), the risk shall pass as soon as the software leaves SICK's sphere of influence (e.g. when downloading).

## **6. Defects as to Quality**

In addition to the provisions contained in the ALB, the following shall apply:

- 6.1 Deviations from the specification and from expressly agreed characteristics respectively must be proven by Purchaser and be reproducible in order to be deemed as defects as to the quality of the software. However, a defect as to quality does not exist if such defect does not occur in the software version last provided to Purchaser and if it is reasonable to expect from Purchaser to use such software version.
- 6.2 Claims based on defects as to quality do not exist:
  - ◆ if there is only a minor deviation from the agreed quality,
  - ◆ if the usability is only slightly affected,
  - ◆ in the event of any modifications made by Purchaser or a third party and the consequences resulting therefrom,
  - ◆ if the software supplied is not compatible with the data processing environment used by Purchaser.
- 6.3 Subsequent performance shall be done by removing the defect in the software as follows:

SICK shall provide a replacement in the form of an update or upgrade of the software, to the extent available to SICK or obtainable with reasonable effort. If SICK granted to Purchaser a multiple license, Purchaser may make as many duplicates of the update and upgrade respectively provided as a replacement as corresponds to the multiple license. SICK shall replace a data carrier delivered with defects by a data carrier which is free of defects.
- 6.4 In respect of defects as to quality and defects of title in the software, a warranty period of twelve (12) months from the date of transfer of risk shall apply.

## **7. Term of the License**

Unless stipulated otherwise, the right of use is granted subject to the payment of the license fee and is, in principle, issued for an unlimited period of time. The right of use will automatically end with immediate effect in case of any infringement according to the Sections 2 to 4 of these Conditions.

## **8. Severability**

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