SIA ONLINE PLATFORM TERMS OF USE
as at May 2019

1. Scope, Purpose

1.1 SICK AG and the companies of the SICK Group affiliated with SICK AG in accordance with article 15 et seq. of the German Stock Corporation Act [AktG] (hereinafter collectively referred to as "**SICK**") offers e-learning courses, e-learning modules and other digital training offers and training programs on the SIAonline platform ("**Platform**"). These terms of use apply in the version applicable on the date when the contract is entered into to all training offers provided by SICK to the user.

1.2 The general terms and conditions of the user deviating from or contrary or supplementary to these terms of use are not part of the contract even if SICK does not expressly object to them or if the user refers to them in the order. The user's contract terms do not apply even if SICK accepts the user's services without reservation in knowledge of these contract terms. They only apply if SICK expressly agrees in writing to their application.

2. Contract Formation

2.1 The training courses listed on the Platform constitute a non-binding invitation for the user to order products and services. SICK reserves the right to make technical and other changes to the training courses to a reasonable extent.

2.2 Registration for a training course is made online by the user. With the registration, the user accepts these terms of use. The contract becomes effective at SICK's discretion either by sending of an order confirmation or registration confirmation, provision of training content or shipment of the ordered goods to the user.

3. User License

3.1 The license to use the training offers has a term of 12 months and becomes effective with the delivery of the login data/activation of the user profile on the Platform. At the end of the term, the authorization to access the Platform expires.

3.2 The user can purchase a single license or multiple licenses in an agreed quantity. A license not used during the term expires at the end of the license term.

3.3 One license grants to one user the access to the training offers for the duration of the license term.

4. User Obligations, Rights of SICK

4.1 The user shall keep the login data (name and password) to the Platform in a safe place and may not disclose them to any third parties. The authorization of use may not be transferred to any third parties. The contact addresses entered on the Platform must be kept up to date.

4.2 It is forbidden to manipulate, change, delete, suppress, disable or abuse data, access, and Platform structure.

4.3 SICK reserves the right to exclude users in breach of these terms of use from Platform use. A reimbursement of paid fees is not made in such case.

4.4 SICK reserves the right to adequately adapt these terms of use to the legal and factual circumstances insofar as this is deemed necessary and does not adversely affect the user to an reasonable extent or in a manner that goes against the principles of good faith. This does not affect any essential contract contents.

5. Prices and Payment

5.1 The prices as specified on the Platform on the date of order placement apply. All prices are net prices in Euro and exclusive of the applicable VAT.

5.2 Invoices for deliveries and services are payable within 30 days of the invoice date without any deductions with the payment method indicated on the Platform to the account of SICK.

5.4 If the user is in default of payment, SICK may claim default damages (e.g. late payment interest, reminder fee after the first reminder, collection fees) and demand the immediate payment of all due and undisputed receivables arising out of the business relationship.

5.5 The user may withhold payments due to counterclaims or offset them against counterclaims if these counterclaims are undisputed or have been recognized by declaratory judgment.

6. Platform Access

SICK reserves the right to limit access to the Platform for maintenance purposes upon prior notification.

7. Liability

7.1 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 SICK has fraudulently concealed a defect;

e.   insofar as SICK has given an explicit guarantee;

f.   pursuant to the Product Liability Act; or

g.   if SICK violates an essential contractual duty.

7.2 In the event of violation of an essential contractual duty pursuant to section 7.1 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.

7.3 SICK's liability for all damages arising out of or in connection with the contract and its execution and caused by SICK, its organs, subcontractors, employees, vicarious agents or associates and for all indemnification obligations, regardless of the legal cause, except under the circumstances set out under Section 7.1 a. to f. above, is limited to an amount equal to the order value.

8.   Supplementary Terms for Training Courses

8.1 The content, form, subject and objective of the training courses as well as the duration and structure of the training courses are specified on the Platform or are determined by express agreement and adapted to the user's needs and the state of the art.

8.2 SICK is entitled to make necessary amendments with regard to content, methods and organization prior to or during the training, insofar as they do not significantly change or cancel out the training benefits for the user. This does not give rise to the right to withdrawal or to a fee reduction.

8.3 The user is responsible for ensuring that the system requirements as specified on the Platform are met.

9.   Rebooking / Termination

9.1 The user may rebook the training or withdraw from the booked training course at no cost prior to the first login. After the first login, the full fee is charged for the ordered content.

9.2 A contract can be terminated with immediate effect only for good cause. A good cause, for example, is default of payment and no satisfactory reaction to reminder within specified period or a breach of these terms of use.

10.   Copyrights and Intellectual Property Rights

10.1 The content made available via the Platform, such as web-based trainings, curriculums, trainings, VR-(virtual reality), AR (augmented reality) training data, texts, images, videos, glossaries and presentations, may only be used for training purposes. They are protected by copyrights and all rights thereto are vested exclusively in SICK. Without the written approval of SICK the user may not copy, store, distribute, process or in any other way use the provided content and information, in particular texts, graphics or images. The user may not remove any copyright notices, trademarks, digital watermarks and other legal reservations in the retrieved documents. No rights are transferred.

10.2 The user must notify SICK immediately of (alleged) infringements of IP rights or risks of such infringement which become known and, at SICK's request – insofar as possible – allow SICK to conduct the litigation (including non-judicial proceedings).

10.3 The user's claims are excluded if as the user is responsible for the infringement of IP rights or if the user does not support SICK in the defense against third-party claims.

10.4 The obligation of SICK to pay damages in case of infringements of property rights is in all other respects governed by section 7.

11. Confidentiality

The user undertakes to keep confidential all internal information of SICK and not to disclose it to any third parties. The user also undertakes to use the information exclusively for the purpose for which it was provided it by SICK.

12. Miscellaneous

12.1 If any provision of these Terms of Use and further agreements is or becomes invalid, the validity of the remaining provisions remains unaffected hereby. The Parties are obliged to endeavor to replace the invalid provision by a valid provision which achieves the economic objective of the invalid provision to the greatest possible extent.

12.2 Place of jurisdiction is Freiburg im Breisgau. All legal relations between SICK and the user are governed by German law with the exception of the conflict of law provisions and the UN Convention on the International Sale of Goods (CISG).