

**Licence conditions  
for the use of software**

**1. Definitions**

Software: of ifm electronic

Licensor: ifm electronic gmbh

Licensee: Natural or legal person who has received the software from the Licensor for the purpose of use

**2. Copyright**

Copyright (C) 2025 ifm electronic gmbh, Essen.

**3. Licensing**

With the Licensee's agreement to the licence conditions, the Licensor grants the Licensee a non-exclusive, non-sublicensable, non-transferable licence for an unlimited period of time for the use of the software, subject to any restrictions in these licence conditions.

**4. Property**

The Licensor is the owner of all rights to the software or at least entitled to grant licences according to these licence conditions. With the exception of the licence according to these licence conditions, the Licensee is not granted any rights to the software, especially no property rights or the right to register intellectual property rights.

**5. Conditions of use**

The software may only be used and applied by the Licensee.

Any use by third parties without the Licensor's permission is prohibited. The software may not be duplicated, transferred or made available to third parties in any other way. Other than for backup purposes, the Licensee may not copy the software. Any sub-licensing to third parties is prohibited.

Moreover, decompiling, reverse engineering, disassembling, translation, integration, adjustment, and transformation of the software to a modifiable form or the creation of a derived version of the software as a whole or in parts are prohibited. The use of the software is limited to one workplace, but enables the unlimited creation of safety applications on compatible ifm controllers.

This licence entitles the Licensee to convert a standard controller into a safety component, provided that the article number and the HW versions are specified in the TÜV certificate. This conversion changes the conformity assessment of the device. On behalf of ifm, the standard controller is converted into a safety component in accordance with No. 21 of Annex IV of the Machinery Directive 2006/42/EC

Once the standard controller has been converted into a safety controller, it may only be used as a safety controller. It must not be converted back to a standard controller.

If a controller is used exclusively in development, it may be used for development purposes without separate documentation requirements. It may be operated with functionally safe and functionally non-safe firmware.

If a controller is operated outside the specification, this device may no longer be converted into a safety controller.

## **6. Obligations of the Licensee**

The Licensee is solely responsible for the provision of a functional hardware and software environment.

The Licensee has the responsibility to assure regular data backup of their system.

All devices converted into safety controllers must be documented in a traceable manner by the Licensee. This applies to prototypes and series production.

The Licensee must ensure traceability and tracking for all converted controllers. For this purpose, all relevant information must be documented in order to trace the hardware, software and application of each individual device.

The information recorded must be provided by the system manufacturer at ifm's request.

## **7. Limited Warranty**

The Licensor points out that due to the current state-of-the-art technology and despite the greatest care, program errors cannot be excluded with absolute certainty. The Licensor shall ensure that the software is free of viruses, trojans, spyware or any other malware at the time of delivery. Additionally, the Licensor guarantees that the software responds in all essential aspects in accordance with the product specification. The Licensor assumes no guarantee for any specific purpose, the achievement of specific results or the capability to collaborate with other products. If the software proves to be faulty, the Licensor shall, as a first step, be granted the opportunity – even repeatedly, depending upon the nature of the defect – to remove the defect through a rectification of defects or a replacement. If the rectification of defects fails, the Licensee may claim reimbursement of the paid licence fees. Further claims can only be raised under the conditions mentioned in Section 7.

## **8. Limitation of liability**

The liability of the Licensor for any damage or expenses resulting from the use of the software is restricted,

regardless of the legal nature of the corresponding claim, as follows: The Licensor is legally liable for any damage caused to the Licensee due to gross negligence or intentional conduct of the Licensor or due to culpable damage to life, body or health or insofar as liability is mandatory according to the Product Liability Act. For any other damages, the Licensor's liability is limited to the violation of essential contractual obligations. Essential obligations are those that must be complied with in order to ensure proper execution of the contract and on the compliance of which the Licensee may trust. In the case of negligent violation of essential contractual obligations by the Licensor, the liability is limited to predictable damages typical for the contract. The liability of the Licensor for data loss is limited to the typical expenses that are normal and customary and necessary for data recovery, provided that backups were made at regular intervals. The Licensee undertakes to back-up the data regularly.

#### **9. Applicable Law**

This contract and all connected legal relationships shall be governed by the law of the Federal Republic of Germany. The place of jurisdiction for disputes arising from this contract shall be Essen, Germany.