

## STIHL API Management Terms of Service

Last modified: 01 January 2024

Version: 1.0

Thank you for using STIHL's API Management available at <https://portal.apim.stihl.cloud/> (the "**API Portal**"), including associated software and other developer services, ("**APIs**"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the API documentation and any applicable policies and guidelines, each to the extent provided, as the "**Terms**". You agree to comply with the Terms and that the Terms control your relationship with us. If you use the APIs as an interface to, or in conjunction with other STIHL products or services, the terms for such other products or services may apply in addition to the Terms.

Under the Terms, "**STIHL**" means ANDREAS STIHL AG & Co. KG, Badstraße 115, 71336 Waiblingen, Germany, unless stated otherwise in the chart below, or elsewhere in the Terms:

STIHL has subsidiaries and affiliated legal entities around the world. These companies may provide the APIs to you on behalf of STIHL in which case these Terms will also govern your contractual relationship between you/your organization and the local STIHL contracting party as designated below.

If you are a resident, or if your organization is located in a country outside of Germany and the EU, a local entity of STIHL may be your contracting party. Please refer to the following chart and the country-specific terms at the end of these Terms to find out your relevant contracting partner and any additional or deviating terms that may apply.

| Customer Location                         | STIHL Contracting Party                                                                                                              |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| Germany                                   | ANDREAS STIHL AG & Co. KG<br>Badstraße 115<br>71336 Waiblingen<br>Germany<br>Email: <a href="mailto:info@stihl.de">info@stihl.de</a> |
| Other Member States of the European Union | ANDREAS STIHL AG & Co. KG<br>Badstraße 115<br>71336 Waiblingen<br>Germany<br>Email: <a href="mailto:info@stihl.de">info@stihl.de</a> |
| United States of America                  | STIHL Inc.<br>536 Viking Drive<br>Virginia Beach, VA 2345<br>Email: <a href="mailto:info@stihl.us">info@stihl.us</a>                 |
| Rest of the world                         | ANDREAS STIHL AG & Co. KG<br>Badstraße 115<br>71336 Waiblingen<br>Germany<br>Email: <a href="mailto:info@stihl.de">info@stihl.de</a> |

We may refer to "**STIHL**" as "**we**", "**our**", or "**us**" in the Terms.

## 1 Account and Registration

### 1.1 Accepting the Terms

You may not use the APIs and may not accept the Terms if:

- (A) you are not of legal age to form a binding contract with STIHL, or
- (B) you are a person barred from using or receiving the APIs under the applicable laws of the United States or any Member State of the European Union or other countries including the country in which you are resident or from which you use the APIs.

### 1.2 Organization Acceptance

If you are using the APIs on behalf of an organization, you represent and warrant that you have authority to bind that organization to the Terms and by accepting the Terms, you are doing so on behalf of that organization (and all references to "**you**" in the Terms refer to that organization).

### 1.3 Registration and Conclusion of the Contract

- (A) To use the APIs, you have to use an existing STIHL user account ("Account").
- (B) By using your Account to sign in at the API Portal the first time, you make STIHL an offer to conclude a contract for the use of the APIs based on these Terms. Upon receiving an email confirmation from STIHL containing these Terms, a contract for the use of the APIs will be concluded between you and STIHL based on these Terms ("**Contract**"). You and STIHL shall jointly be considered the "**Parties**" for the purposes of these Terms and the Contract. You may review the Terms at any time in the API Portal.

### 1.4 Specific API Terms or Regulations

Please be aware that for certain APIs specific uses of APIs or the data obtained through their use additional terms or regulations (hereinafter "**Specific Agreements**"), may apply with precedence. If any additional agreements between you and STIHL are concluded (e.g., Agreements regarding delivery and use of certain data and/or associated supplements), the terms of such Specific Agreements supersede these Terms or parts thereof.

## 2 Using our APIs

### 2.1 Overview and Tests

On the API Portal, STIHL will provide you with an overview of available APIs including name, description, and end points. You may test the APIs made available to you on the API Portal and can make test requests / test API calls up to ten (10) per minute.

## **2.2 Compliance with Law, Third Party Rights and other STIHL Terms of Service, Your End User**

- (A) You shall comply with all applicable law, regulation, and third-party rights, including without limitation laws regarding the import or export of data or software, privacy, and local laws.
- (B) You may not use the APIs to encourage or promote illegal activity or violation of third-party rights. You may not violate any other terms of service provided by STIHL that apply to you.
- (C) You shall require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

## **2.3 Permitted Access**

You may only access, or attempt to access, APIs by the means described in the documentation of the APIs. If STIHL assigns you developer credentials, e.g., client IDs, you must use them with the respective APIs. You may not misrepresent or mask either your identity or your API Client's (as per Section 3.1) identity when using the APIs or developer credentials.

You may only access the APIs subject to these Terms, and any utilization of the APIs by you constitutes your acceptance of these Terms. Should you object these Terms, you must cease any utilization of the APIs immediately.

## **2.4 API Restrictions**

When using the APIs, you may not (or allow those acting on your behalf to):

- (A) Sublicense an API for use by a third party. Consequently, you will not create an API Client (as per Section 3.1) that functions substantially the same as the APIs and offer it for use by third parties.
- (B) Perform an action with the intent of introducing to STIHL products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- (C) Defame, abuse, harass, stalk, or threaten others.
- (D) Interfere with or disrupt the APIs or the servers or networks providing the APIs.
- (E) Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
- (F) Reverse engineer or attempt to extract the source code from any API or any related software, except that this restriction is expressly prohibited by applicable law.
- (G) Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

- (H) Use the APIs to process or store any data that is subject to any sanctions regulations, dual use or export and re-export control laws or governmental acts of the United States or any Member State of the European Union or other countries including the country in which you are resident or from which you use the APIs (e.g., International Traffic in Arms Regulations maintained by the U.S. Department of State).
- (I) Remove, obscure, or alter any STIHL terms of service or any links to or notices of those terms.

## **2.5 API Classifications and Limitations**

- (A) STIHL classifies its APIs and sets and enforces limits on your use of the APIs, including inter alia Quotas (e.g., limiting the number of API requests that you may make or the number of users you may serve), and confidentiality (e.g., non-confidential, confidential (subject to confirmation), strictly confidential (manual release only)) ("API Limitations"). We determine API Limitations in our sole discretion and reserve the right to change existing API Limitations at all times at our sole discretion.
- (B) You agree to, and will not attempt to circumvent, such API Limitations documented with each API. If you want to use APIs beyond API Limitations, you must obtain STIHL's prior express consent (and STIHL may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, please contact us at [apim@stihl.de](mailto:apim@stihl.de).

## **2.6 API Provisioning and API Consumption**

The APIs you are permitted to utilize are presented in the API Portal ("API Provisioning").

You may seek to be permitted for more APIs than the APIs available through API Provisioning by using the API ticketing service ("API Consumption").

## **2.7 Open-Source Software**

Some of the software required by or included in our APIs may be available under an open-source license. Open-source software licenses constitute separate written agreements. To the extent the open-source software license expressly supersedes the Terms, such open-source license sets forth your agreement with STIHL for the respective open-source software.

## **2.8 Communication with STIHL**

We may send you certain information in connection with your use of the APIs via email. Please regularly check your inbox and spam folder.

## **2.9 Feedback**

If you provide feedback or suggestions about our APIs, then STIHL and any affiliate may use such information without obligation to you.

## 3 Your API Clients and API Products

### 3.1 API Clients

The APIs are designed to help you enhance your websites and applications ("API Clients").

### 3.2 API Products

- (A) You may create your own collection of APIs bundled in a product based on the list of available APIs by proposing to STIHL to bundle different APIs for your envisaged use case (each an "API Product" and together the "API Products"). For each API within your API Product, you must indicate the number of API requests per minute ("Quota") and file the relevant IP addresses utilizing the API Product.
- (B) You may complete the proposal for your API Product by submitting the information to STIHL on the API Portal. STIHL will validate these for completeness and plausibility and decide whether to accept your proposal for your API Product. The decision whether to accept a proposal shall be in STIHL's sole discretion and STIHL may reject it without providing any reasons.
- (C) If STIHL accepts your API Product, you will be assigned credentials and an API key for it that you must keep confidential. You may include the credentials and API key in your API Product and use it to call the APIs in accordance with these Terms.

### 3.3 Monitoring

You agree that STIHL may monitor use of the APIs, API Clients, and API Products, to ensure quality, improve STIHL products and services, and verify your compliance with the Terms. This monitoring may include STIHL accessing and using your API Clients and API Products, for example to identify security issues that could affect STIHL or its users. You will not interfere with this monitoring. STIHL may use any technical means to overcome such interference. STIHL may suspend access to the APIs by you or your API Clients or API Products without notice if we reasonably believe that you are in violation of the Terms.

### 3.4 Security

You shall use commercially reasonable efforts to protect user information collected by your API Clients, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information if required by applicable law.

### 3.5 Ownership

STIHL does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

### **3.6 User Privacy and API Clients**

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with STIHL and third parties.

### **3.7 Non-Exclusivity**

The Terms are non-exclusive. You acknowledge that STIHL may develop products or services that may compete with the API Clients or API Products.

## **4 Content**

### **4.1 Content accessible through our APIs**

Our APIs contain some third-party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

### **4.2 Submission of content**

Some of our current or future APIs may allow the submission of content. STIHL does not acquire any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling STIHL to provide, secure, and improve the APIs and the related services, you grant STIHL a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use content submitted, posted, or displayed to or from the APIs through your API Client, whereby such use right shall include hosting, storing, modifying, communicating, and publishing. Before you submit content to our APIs through your API Client, you shall ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

### **4.3 Retrieval of content**

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit consent from that user.

### **4.4 Prohibitions of Content**

- (A) Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:
- (B)

- (C) scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- (D) copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- (E) misrepresent the source or ownership; or
- (F) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

## 5 Data Protection

You and STIHL agree to comply with the provisions of applicable data protection laws and to bind their employees engaged in connection with the Terms to data privacy and confidentiality in accordance with the applicable laws. STIHL's processing of personal data in relation to APIs is described in the STIHL Privacy Policy that applies to your Account.

## 6 Confidentiality

- (A) Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open-source projects.
- (B) Our communications to you and our APIs may contain STIHL confidential information. "Confidential Information" for the purpose of the Terms shall mean information, documents, details, and data, which are marked as 'confidential,' or which should reasonably be understood to be confidential given the nature of the information. This includes inter alia information regarding the content, availability, performance, or functionality of the APIs.
- (C) You agree to keep strictly confidential all Confidential Information that becomes known to you in relation to the Contract and your use of the APIs. You agree to only use such Confidential Information for the contractually agreed purposes and not to disclose, distribute or disseminate the Confidential Information or use it for your own benefit or the benefit of others, or for any purpose except in connection with your exercise of your rights and your performance of your obligations under the Contract. You shall treat the Confidential Information in the same way as your own confidential information, but at least with the due care of a prudent businessperson.
- (D) The foregoing obligations shall not apply for information:
  - (I) which you had known before the receiving from STIHL;
  - (II) which you have developed independently without recourse to or use of the information of STIHL;

- (III) which you have lawfully obtained from third parties who to your knowledge were not subject to any confidentiality undertaking vis-à-vis STIHL and such third parties in turn did not acquire the information through the infringement of protective provisions in favor of STIHL;
  - (IV) which became known to you without violation of these provisions or any other regulations on the protection of trade secrets of STIHL or are or were publicly known; or
  - (V) which you must disclose based on statutory, official, or judicial order. In this case you shall inform STIHL prior to the disclosure and shall restrict as far as possible the scope of such disclosure.
- (E) The rights and obligations under this Section 4 shall not be affected by the termination of the Contract or suspension of an Account.

## 7 Brand Features; Attribution

The APIs may directly or indirectly contain trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of STIHL and/or its partners ("Brand Features"). You may not delete or in any manner alter these Brand Features. You agree to maintain, and not to remove, modify, obscure, or alter, any link or notices appearing on any product or service made available through the APIs.

You agree to display any attribution(s) required by STIHL as described in the documentation for the API or as requested by STIHL. STIHL hereby grants to you a revocable, nonexclusive, non-transferable, non-sublicensable, limited license while these Terms are in effect to use and display Brand Features for the sole purpose of promoting or advertising your API Products. You must not use Brand Features for any purpose other than in connection with the APIs and any of your API Products, and your use of the Brand Features must at all times fully comply with these Terms and any instructions on the use of the Brand Features provided by STIHL.

When using the APIs, in particular when developing and offering API Products, you must not violate applicable law, including copyright, trademark, or other intellectual property laws with respect to the Brand Features or any other intellectual property of STIHL.

### 7.1 Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by STIHL without STIHL's prior written approval.

## 8 Responsibilities and Liability

### 8.1 Your Responsibility

You are responsible for

- (A) ensuring that your computer systems meet all relevant technical specifications necessary to use the APIs; and



- (B) implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your requirements for the accuracy of data input and output.

## 8.2 No Warranty and Support

- (A) To the extent permitted by the applicable law to your Contract with STIHL, STIHL provides the APIs "as is" without any warranties regarding the quality, functions, reliability, availability, security, and the ability to satisfy your needs or requirements; to that end, STIHL explicitly disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose or non-infringement. STIHL does neither warrant flawlessness nor that existing or occurring errors will be corrected.
- (B) Because the APIs are provided "as is", we will not provide support services for them. You are solely responsible for the quality of your API Products and providing support for your API Product.

## 8.3 Limitation of Liability

STIHL's liability for damages – irrespective of the legal basis – is limited to damages caused by willful intent or gross negligence, save for (i) damages resulting from death, injury to health or physical injury, (ii) damages due to violations of mandatory laws, e.g., product liability laws, and (iii) damages in the event STIHL has maliciously failed to disclose a defect in title or defect in the APIs. The exclusions and limitations of liability in this Section shall also apply for damages caused by persons for which STIHL assumes liability under applicable law. The above exclusions and limitations of liability shall not apply to the extent applicable law imposes overriding liabilities which cannot be excluded.

## 8.4 Indemnification

You shall defend, indemnify, and hold harmless, at your own expenses, STIHL, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

- (A) your misuse or your end user's misuse of the APIs;
- (B) your violation or your end user's violation of the Terms;
- (C) any violation of applicable laws;
- (D) any violation of applicable export and re-export control laws and sanctions regulations;
- (E) your use of the APIs in a manner that infringes or violates third party rights; or
- (F) any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

## 9 Termination

### 9.1 Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Contract, you must provide STIHL with prior written notice and upon termination, cease your use of the APIs. STIHL reserves the right to terminate the Contract based on the Terms with you or discontinue providing the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

### 9.2 Your Obligations Post-Termination

Upon any termination of the Contract, you must immediately stop using the APIs, cease all use of the STIHL Brand Features, and delete any cached or stored content on your devices and storages accessible through your API Clients. STIHL may independently communicate with any account owner whose account(s) are associated with your API Client and/or developer credentials to provide notice of the termination of your right to use an APIs.

### 9.3 Surviving Provisions

After termination or expiration of the Contract, or when these Terms come to an end through other means, including a decision by STIHL to cease offering the APIs, any terms and provisions in the Terms that by their nature are intended to continue indefinitely will continue to apply after the cessation, termination, or expiration, as the case may be, including but not limited to Sections 4.2, 5, 8, 9, and 10.

## 10 Miscellaneous

### 10.1 Amendments

We may amend the Terms or any portion to, for example, reflect changes in the applicable law or changes in our APIs. You should review the Terms regularly. STIHL will notice you of amendments to the Terms via email. Amendments will not apply retroactively and will become effective no sooner than thirty (30) days after they are posted on the API Portal, save for (i) amendments made for legal reasons and (i) amendments addressing new functions for an API, both of which will become effective immediately upon posting. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the amended Terms.

### 10.2 Entire Agreement

Notwithstanding Section 1.4, the Terms constitute the entire agreement between you and STIHL relating to the subject matter and supersede any prior or contemporaneous agreements on that subject matter.

## **10.3 Assignments**

You may not assign or transfer the Contract or any part thereof to any third party without STIHL's prior written consent.

## **10.4 Independent Contractors; No Third-Party Beneficiary Rights**

The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms shall limit either Party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control.

## **10.5 No Waiver**

If you do not comply with the Terms, and STIHL does not act right away, this does not mean that STIHL is waiving any rights STIHL may have (such as taking action in the future).

## **10.6 Severability**

If any provision of the Terms is found to be invalid or unenforceable, then the validity of the remainder of the Terms shall not be affected thereby. However, if any provision is invalid and/or unenforceable, then such provision shall be deemed substituted by a valid, suitable, and equitable provision which comes closest in meaning and economic purpose to the intent and purposes of the invalid and/or unenforceable provision and the Parties shall make any declaration necessary for that purpose without undue delay. The same applies if there is any gap in the Contract.

## **10.7 Governing Law and Jurisdiction**

Unless stated otherwise in the Terms, including its Annex "Country-specific Terms for Customers located outside of Germany and the EU", the Contract shall be governed by and construed in accordance with the Laws of the Federal Republic of Germany. For any dispute or claim arising out of or in connection with the Contract and/or the use of the APIs, regardless of the nature of the claim, the courts in Stuttgart, Germany shall have exclusive jurisdiction.

## **Annex: Country-specific Terms for Customers located outside of Germany and the EU**

### **1 Country-specific Terms for Customers located in the US:**

#### **1.1 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL STIHL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) HOWEVER CAUSED AND ON ANY LEGAL OR EQUITABLE THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF STIHL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY BREACH OF CONDITION(S) OR FUNDAMENTAL TERM(S) OR FOR A FUNDAMENTAL BREACH(S).

#### **1.2 Governing Law and Jurisdiction**

By accessing the Product Data Feed, you agree that the laws of the Commonwealth of Virginia, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute that might arise between you and STIHL. Any dispute relating in any way to your use of the Product Data Feed shall be submitted to binding arbitration in Virginia Beach, Virginia. Arbitration under these Terms and Conditions shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.