General Terms of Use

- Solar.Pro.Tool for Photovoltaic-Moountingsystems -

General Conditions of Use by

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(referred to as „**SL Rack**")

for the use of the planning tool *Solar.Pro.Tool* for the technical design of the photovoltaic rooftop-systems of SL Rack in its configurator ("**GTU**"). The provision of the software *Solar.Pro.Tool* ("**Software**") to registered users ("**User**") by SL Rack is based on a licence agreement between SL Rack and the software manufacturer Levasoft GmbH, Sterneckstraße 6, A-9020 Klagenfurt ("**Manufacturer**").

1.   Scope of application

1.1   The following provisions apply to the use of the Software by both entrepreneurs* in accordance with § 14 BGB (German Civil Code) and consumers* in accordance with § 13 BGB ("**User***"). Consumers are highly recommended to consult a specialist company in the field of photovoltaic or a solar installer regarding the use of the Software and its results.

1.2   Deviating contractual terms and conditions of the User shall only apply if they have been expressly confirmed in writing in advance by SL Rack.

1.3   SL Rack is entitled to amend these GTU at any time. It will then inform the User of such an amendment by e-mail and requested to agree to it. The amendment to the GTU will take effect in the month following the notification. If the User does not agree to the change, he can no longer use the software. In this case, both parties may terminate the contract on the use of the Software with reference to the non-agreement to the amendment of the GTU without notice.

2.   Registration, User Authorisation

2.1   The use of the Software in accordance with the GTU requires the prior registration of the User in the configurator on the website of SL Rack (https://sl-rack.solarprotool.com/) and acceptance of the validity of the GTU. For the registration as a User the entry of name details, a valid e-mail address as a user name to which the registrant has access, as well as the User's telephone number, address and, if applicable, company details. Finally, a password must be assigned. The information must be truthful. The access data for the User account must be treated confidentially by the User and protected against unauthorised access by third parties, including within his company.

2.2   By sending the registration data, the User submits an offer to SL Rack to conclude a user agreement on the basis of these GTU. SL Rack reserves the right to reject the registration confirmation without giving reasons. The registration is successfully completed with the activation of the User account.

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* For reasons of better readability, the simultaneous use of the language forms male, female and diverse (m/f/d) is dispensed with. All masculine personal designations and details apply equally to all genders.

2.3   Upon successful activation of the user account, a software usage contract based on these GTU comes into effect between SL Rack and the User for the respective licence type (clause 6) ("**Contract**"). SL Rack will take into account proper data protection in accordance with clause 10.

2.4   The User must be of full age and legal capacity. SL Rack is entitled to demand proof of age from the User at any time.

2.5   The User may view and change his data in his account under "*My Data*" or revoke or extend any consent given for data processing. The User can terminate his registration and have his account deleted at any time by sending an e-mail to sales@sl-rack.de. In this and other cases of deletion, SL Rack will delete all ser data and all other stored personal data of the User in compliance with legal requirements. The user account will also be deleted if the account has been inactive for more than 12 months.

2.6   By registering, the User consents to SL Rack contacting him via the contact options provided by him for the purposes of the Contract. This may be done for reasons of quality assurance, for the transmission of software updates, for information on software errors or for the revocation of the free-of-charge usage authorisation for the future in accordance with section 5.2. In all other respects clause 1.3 shall apply.

2.7   The User himself is exclusively responsible for all activities in his user account. He undertakes to inform SL Rack immediately of any unauthorised use of his account or any other breach of security.

2.8   In the event of sufficient suspicion of violations of the GTU by the User, it is at the discretion of SL Rack to block the User's account until the suspicion has been dispelled or to delete the User's account after the expiry of a deadline set for the User to respond.

3.   Download of the Software, technical Requirements

3.1   After successful registration including agreement to the validity of these GTU, the User is entitled to use the Software on the website of SL Rack exclusively for his own use within the scope of his project planning as intended. For this purpose, the User retrieves or enters data via a web browser and obtains access to the results based thereon (Software as a Service - SaaS).

3.2   The User is solely responsible for the availability of a suitable internet connection with sufficient bandwidth and web browser for the use of the Software. Installation and use shall be at the User's own expense and risk.

3.3   The User bears sole responsibility for the functionality of his Internet access, including transmission paths and charges, as well as his own computer systems. The User is responsible for regular data backups of the design plans created with the Software as well as the use of virus scanners and firewalls in accordance with the state of the art in his own systems.

3.4   The Software accesses data stored on service provider servers commissioned by the Manufacturer. The projects created by the User using the Software are stored on the server. An existing internet connection is also required to retrieve and edit the stored projects; local storage of the projects on the user system is not possible and not permitted.

3.5   According to the current state of the art, the exchange of data via the Internet cannot be guaranteed to be continuously error-free or trouble-free or available at all times. SL Rack is therefore

not liable for the permanent availability of the Software, if interruptions are caused by the network infrastructure not operated by SL Rack or by appropriate maintenance work. Maintenance work will be announced by SL Rack and/or the Manufacturer in good time; unscheduled maintenance work should be limited to the extent necessary.

4. Personal Requirements for the User

4.1. In addition to the technical requirements, the proper use of the Software requires the User to have (i) specialist knowledge of photovoltaic photovoltaic rooftop-systems, (ii) the necessary knowledge of the rules and regulations in the construction industry for roofs and (iii) the necessary project and product knowledge (in particular roof mass, project address, roof pitch, parapet height, coefficients of friction, structural standards, risk category of the building, terrain category). The required data must be correctly and completely determined and entered by the User. Wind and snow loads must be verified. The project parameters must correspond exactly to the conditions on site. The User is responsible for this. In case of uncertainty or doubt, the User must consult qualified specialists.

4.2 The User should be familiar with and practised in the use of the Software and the technical regulations and technical terms specified in the Software. The User must at least check the plausibility of the results determined by the Software. The output results refer exclusively to the static verification of the photovoltaic mounting system. The building statics are not part of the calculation by the Software.

5. Non-remuneration of the Right of Use, Reservation of Revocation

5.1 The use of the Software *Solar.Pro.Tool Light* is free of charge for the User as a service. The User has no claim to use the Software *Solar.Pro.Tool Light* in whole or in part. This applies in particular to the usability in terms of time and the accessibility of the server. SL Rack reserves the right to revoke the free use of the Software *Solar.Pro.Tool Light* for the future with one month's notice to the User.

5.2 The fees for the software *Solar.Pro.Tool Pro* can be viewed in the user account.

6. Scope of the Rights of Use, Licence Types

6.1 The Contract grants the User a simple, non-transferable, non-licensable right of use to the Software, limited to the term of the Contract, in accordance with these GTU. All copyrights and ancillary copyrights as well as rights of publication, reproduction, processing, making available and other exploitation rights remain solely with the Manufacturer and SL Rack, as do all technical property rights. Passing on the access data is not permitted. The User has no claim to the transfer of the program codes of the Software, in particular the source codes.

6.2 The User indemnifies SL Rack against all claims of third parties which arise from the use of the Software by the User contrary to these GTU.

6.3 The User is also prohibited from using the Software in a way that is likely to interrupt, damage or otherwise impair the services or access to them. The Software may not be used fraudulently or in connection with any criminal offence, unlawful activity, harassment or inconvenience.

6.4 License *Solar.Pro.Tool Light*

6.4.1 The Licence *Solar.Pro.Tool Light* gives the User access to the SL Rack download area, assembly videos and online seminars in his account. In this version, the User has access to the following functions:
  - limited number of projects
  - Area "Roof" for defining roofs
  - selection of PV modules
  - areas: Construction, Arrangement, Output

6.4.2 Not included in this licence are, among others: CAD planning, statics, E-Designer, electrics, materials, economy.

6.5 Licence *Solar.Pro.Tool Pro Limited/Unlimited*

6.5.1 The *Pro Licence* of the Software is only available to entrepreneurs (§ 14 BGB) and includes the following additional services in addition to the functions of the Light version listed in section 6.4: CAD planning, statics, e-design, electrics, material output, DWG files, 3D views, preliminary profitability calculation based on the user data.

6.5.2 In deviation from the provision set out in these GTU, the following shall apply in the event that the User purchases a *Pro Licence*:

  a) The minimum term of the *Pro Licence* is 12 months. If the User does not terminate the licence no later than 4 weeks before expiry of the term, the licence shall be automatically renewed for a further 12 months in each case. Even in the event of a term extension, the User may only terminate the Contract again with 4 weeks' notice before the end of the term.

  b) SL Rack may only block an account in accordance with clause 2.8.

6.6 You can also obtain more detailed information on this at: http://spt.solar/features/lizenzmatrix/.

7. Determination and Use of the Results

7.1 The Software shows the current status of the regulations at the time of use, taking into account the relevant Eurocodes for civil engineering and national building regulations for the specified project location. The User can request the aforementioned regulations from SL Rack at spt@sl-rack.de. The selected language has no influence on the applied rules and regulations. On the basis of the aforementioned provisions, the Software determines its results together with the information provided by the User. The User is solely responsible for the correctness and completeness of the project-specific information (see also section 10.3). It is the user's duty to check and approve his data.

7.2 The aim of the Software is to enable the visualisation of the User's project on the selected roof surface on the basis of the information provided by the User. This does **not** constitute a conclusive statement on the legal admissibility or technical feasibility of the project as a whole and the possible influence of external factors on it (e.g. geographical location, weather and weather conditions outside the regulations). With his specifications, the User bears the responsibility not only for the photovoltaic system, but also for the roof and other building structures on which he wishes to install the system. The connection of the mounting system to the roof cladding must therefore be checked technically (e.g. with regard to the required screw length) and statically for the suitability of the additional loads acting on the building. In cases of doubt, a structural engineer should be consulted to determine the load and its removal. In particular, it must be

taken into account that the photovoltaic rooftop-system generates point loads that must be borne by the building and its roof.

7.3   The design and ballasting determined by the Software in the result does not represent a static proof for the User's project. For the further implementation of the User's project, qualified specialist companies from the field of photovoltaics must be consulted.

7.4   A confirmation of the results determined by the Software by SL Rack, in particular with regard to the statics and economic efficiency of the photovoltaic plant, will only take place if and to the extent the results are expressly released by SL Rack or are used as the basis for a purchase offer for a photovoltaic mounting-system.

7.5   The specifications in the assembly instructions for the systems of SL Rack must be observed. These are available at https://www.sl-rack.com/service/download/ and can be accessed in the download area of the user account. Furthermore, the User must comply with the specifications of the module manufacturer and observe all statutory provisions, including the applicable regulations on accident prevention and occupational safety.

7.6   Price quotations in the Software for products of SL Rack, as list prices, are only approximate price indicators, but in no way represent a legally binding cost estimate or an offer.

7.7   SL Rack is entitled to view, use and exploit the stored projects and project data of the User. In the event of deletion of the User account, the stored projects and project data, insofar as they are not personal, will not be deleted. Reference is made to the data protection provisions under section 11.

8.   Contract Term and Termination

8.1   Within the scope of the Licence *Solar.Pro.Tool Light* the Contract runs according to the current registration of the User for an indefinite period. The User has no claim to the retention or continuation of these services. In case of a Licence *Solar.Pro.Tool Pro Limited/Unlimited* the term is determined according to clause 6.5.2.

8.2   Except in the case of a Pro Licence (clause 6.5), the contract may be terminated by either party at any time with two weeks' notice to the end of a calendar month. The right of the parties to terminate for good cause without notice remains unaffected. The user shall send his notice of termination to spt@sl-rack.de.

8.3   When the termination takes effect, the access and the user account will be deleted.

9.   Warranty

SL Rack warrants that the version of the Software available on the website https://sl-rack.so-larprotool.com/ is always the latest development status. Furthermore, SL Rack does not assume any warranty for the software made available to the User free of charge. The User therefore has no claim, irrespective of fault, to the removal of any defects in the Software provided free of charge or to the unrestricted availability of the Software. In particular, SL Rack is not liable for defects of title or for the non-infringement of third party rights, marketability or suitability of the software for certain project parameters.

10. Liability and Indemnification

10.1 SL Rack is liable without limitation in accordance with the statutory provisions
(1) only for damage caused by it through gross negligence or wilful misconduct,
(2) in case of injury to health, body or life,
(3) for damages due to the assumption of guarantees,
(4) in the event of fraudulent concealment of a defect, and
(5) in the case of claims based on the German Product Liability Act (ProdHG).

10.2 SL Rack is liable for slight negligence only in case of breach of material contractual obligations. In this case, liability is limited to the amount of the foreseeable damage typical for the Contract. If SL Rack is liable according to clause 10.1.1 or clause 10.1.2 for gross negligence or intent of employees who are not directors or officers of SL Rack, its liability is also limited to the foreseeable damage typical for the Contract. In particular, SL Rack is **not** liable for indirect damages (in particular loss of earnings), consequential damages, loss of profit or the reimbursement of futile expenses, insofar as these are not attributable to intent or gross negligence on the part of managing directors or executive employees of SL Rack.

10.3 SL Rack GmbH assumes no liability for the correctness and completeness of the project information provided by the Software on the basis of the project information provided by the User. In case of a release of the User information by SL Rack according to clause 7.4, SL Rack is only liable if and to the extent that SL Rack knew or should have known of the incorrectness/incompleteness of the information.

10.4 Furthermore, SL Rack is not liable for damages incurred by the User directly due to the use or the lack of possibility to use the Software. Also in the event of a event of force majeure, SL Rack shall not be liable for the duration of such event. Events of force majeure are external events which have no operational connection and which cannot be averted even by the utmost reasonable care, such as natural disasters, war, fire, strike, sabotage or pandemics.

10.5 The User is aware that, within the scope of his duty to minimize damage, he must ensure adequate backup of his data and, in the event of a suspected software error, must take all reasonable additional backup measures and inform SL Rack thereof.

10.6 The User shall indemnify and hold SL Rack harmless from and against any and all third party claims and liabilities, payment obligations, losses, costs or damages arising out of or in connection with
(1) violation of the GTU committed by him,
(2) infringements of industrial property rights or other rights or data protection provisions of third parties committed by him, or
(3) misuse of the Software by third parties
if the misuse was made possible by the User's failure to take adequate measures to protect his user data against misuse by third parties and to inform SL Rack about the misuse in order to take countermeasures.

11. Data Protection

11.1 SL Rack processes personal data of the User in accordance with the provisions of the applicable data protection law. The personal data entered by the User will be processed and used exclusively for the purpose of carrying out the free use of the Software by the User.

11.2 By using the Software, the User authorises SL Rack to collect, process and/or use his data to the extent necessary to enable the User to use the Software free of charge. In particular, SL Rack is entitled to use the results of the Software together with project and user data for its own purposes to the effect that SL Rack may, at the User's request, make an offer to the User for the supply of mounting systems and other services related to the project with the aid of the data entered in the Software. The project data sent to SL Rack with the price enquiry may also be passed on by SL Rack to third parties for the preparation of relevant quotation data. In doing so, the processing and forwarding of data is limited to the purpose of use relevant to the project. The User waives - as far as applicable - the right to the naming of the author.

11.3 For the rest, reference is made to the data protection declaration of SL Rack at https://www.sl-rack.com/datenschutzerklaerung/.

12. Final Provisions

12.1 Should individual provisions of these GTU be ineffective or become unenforceable, this shall not affect the validity of the remaining provisions. In place of the ineffective or unenforceable provision, the parties shall agree on a provision that comes as close as possible to the economic content of the ineffective or unenforceable provision.

12.2 All legal issues arising from and in connection with these GTU shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3 The exclusive place of jurisdiction for all disputes arising from and in connection with the contract is the competent court in Traunstein, Germany, provided that the User is a merchant, a legal entity under public law or a special fund under public law or if he is equivalent to such a person or if he has his registered office or branch office abroad. SL Rack is also entitled to sue the User at his registered office or at any other admissible place of jurisdiction.

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SL Rack GmbH