

Conditions of Use for the Design Software

power-line designer

The design software power-line designer (hereafter just "design software") allows the user to make calculations for battery installations within the HOPPECKE portfolio in accordance with the normative standards IEEE 485 and IEEE 1115. The design software, its content, design and concept are the intellectual property of HOPPECKE Batterien GmbH & Co. KG (hereafter simply "HOPPECKE").

The design software is freeware which may be downloaded and used by the user free of charge, so long as the conditions of use are observed.

The design software is in principle provided for business users. If these conditions of use are accepted on behalf of a company or other legal entity, the acceptor declares by confirming awareness of these conditions of use that they are authorised to bind this company to the conditions of use referred to here.

While the design software has been put together with great care and to the best of our knowledge and belief, HOPPECKE cannot guarantee its correctness. **The design software is to be understood as an aid to the user and should not be regarded as a binding planning tool.** Please send any information on error messages, faults or corrections to this email address: *jens.baecker@hoppecke.com*

Demands of the design software relating to system requirements and the necessary infrastructure, together with detailed operating instructions which the user needs to have knowledge of before downloading the software, may be obtained from the document "power-line designer - Users Guide". The document lies in the applications directory of the software and may also be viewed in the Software Download section under www.hoppecke.com.

Registration

The design software may be used only after prior downloading of the program packages from the HOPPECKE website, subsequent registration by the user and final checking and approval of the registration by HOPPECKE. After approval of registration by HOPPECKE, the user receives an e-mail with access data which allows him to use the design software. The access data allocated to the user are intended only for their use and may not be passed on to third parties

In justified cases, HOPPECKE may refuse to approve registration. In particular, it is not intended that competitors of HOPPECKE should have access to or make use of the design software.

License

With the approval of registration, the user obtains a free license for use for a period of **180** days. On its expiry, the license may be extended under the same conditions through a fresh approval by HOPPECKE. By this license, HOPPECKE grants the user a time-limited, non-exclusive and non-transferable right to use the design software free of charge.

All rights in the design software and all authorised copies of it shall belong solely to HOPPECKE. Without written consent from HOPPECKE, the design software shall not be processed electronically, amended or distributed by the user in any form. The user may duplicate the design software only in justified cases (e.g. for backup purposes) and only for his own use.

The functional scope of the design software may be restricted by HOPPECKE at any time. In the event of misuse or in other justified cases, HOPPECKE may withdraw from the user access to the design software and therefore the license.

The design software and data within the design software may be amended without prior notice and replaced by newer versions. Once the user has downloaded the design software, it is his

responsibility to ensure that it is up-to-date. The user should therefore check regularly to see if the HOPPECKE website has a more recent version of the design software.

Liability

HOPPECKE shall not be liable for damages to software, hardware or other property, nor for financial losses resulting from use or in connection with use of the design software, unless these damages result from deliberate acts or grossly negligent action of the owners/executives or senior managers of HOPPECKE. For damages to the health, body or life of the user of the design software, HOPPECKE shall be liable unconditionally. Also unaffected shall be liability in the case of defects which HOPPECKE has maliciously concealed or has guaranteed are absent, also liability under product liability legislation.

In case of a breach of a material contract obligations (obligations which must be met to allow proper implementation of the contract, and on the observance of which the contracting party may and does regularly trust), HOPPECKE shall also be liable in case of gross negligence of his employees and in case of ordinary negligence, in the latter case any liability shall be limited to damages reasonable foreseeable at the moment of the conclusion of the contract, reasonable.

Any further claims for damages shall be excluded.

Data protection

HOPPECKE takes the protection of personal data of the user of the design software very seriously and complies strictly with the rules of data protection legislation

Use of the design software is possible only after registration of the user. For the purposes of registration, the following personal data is required:

- First and last name
- Name of the company
- Full address of the company
- Telephone number
- Email address

In addition to the data specified above, on calling up the registration page, the IP address of the accessing computer is also obtained and stored. No other data is stored.

The personal data of the user recorded during registration and in calling up the registration page are obtained and stored solely for the purpose of checking and approval of the registration and the associated access to the design software, also for the purpose of replying to any questions from the user. This data is used only within HOPPECKE. No data will be passed on to third parties without the prior express consent of the user.

In accordance with the principle of data reduction and data economy, we collect and store personal data only when absolutely necessary for the desired purpose.

The user has at any time the right to information regarding the stored data relating to his person, its origin and recipient(s), together with the purpose of the storage. For information about the stored data, the user may write to HOPPECKE's Data Protection Officer, whose contact details may be found in the data protection declaration on the HOPPECKE website.

Other matters

If the user is a merchant or a corporate body under public law, the registered office of HOPPECKE shall determine the place of jurisdiction. The same place of jurisdiction shall apply if the licensee has no general place of jurisdiction in Germany, has transferred his domicile or usual place of residence to Germany after conclusion of the contract, or his domicile or usual place of residence is not known at the time proceedings are instituted. HOPPECKE may take the licensee to court at his place of business.

For all legal relationships between HOPPECKE and the user, only the law of the Federal Republic of Germany applicable to the legal relationship between domestic parties shall apply. The UN Convention on Contracts for the International Sale of Goods shall have no application.

January 2015