

Terms of Use for Parametrizes and Analyze Software trak | soft

Preamble

The parameterization and readout software trak | soft (further only referred to as "software"), serves the user for parameterization and readout of the battery controller trak | collect (further only referred to as "controller") the company HOPPECKE Batteries GmbH & Co. KG, Bontkirchener Str. 1, 59929 Brilon (further only referred to as "HOPPECKE"). With the support of software installed on suitable hardware, the user can parameterize a controller which has been installed on a battery and record the data generated during operation. Voltage, capacitance, state of charge, temperature, etc. (further referred to as "battery data" only). The parameterization of the controller as well as the readout of the battery data are carried out via a Bluetooth connection, which can only be established via a Bluetooth stick that is compatible with the controller and can be purchased via HOPPECKE. The software, its content, design and concept are the intellectual property of HOPPECKE.

The software is a freeware, the release and use of which is granted to the user free of charge, subject to compliance with these Terms of Use. The software is basically intended for use by commercial users. If these Terms of Use are accepted on behalf of a corporation or other legal entity, the Acceptor, by confirming that they understand these Terms of Use, declares that they have the authority to bind that company to the Terms of Use herein.

Requirements of the software to the system requirements and the necessary infrastructure as well as a detailed user manual, which the user has to take note before downloading the software, are described in the document "trak | soft operating instructions ". The document can be downloaded from the software download section at <https://www.hoppecke.com/de/hoppecke-world/app/service-software-trak-charger-hf-premium/>.

License

By downloading the software from the HOPPECKE download area (<https://www.hoppecke.com/de/hoppecke-world/app/service-software-trak-charger-hf-premium/>), the user receives a gratuitous, non-exclusive license for use for a period of 180 days. The license may be renewed upon expiry of a new version of HOPPECKE under the same conditions. Through this license HOPPECKE grants the user the temporary, non-exclusive and non-transferable right to use the software for the purpose mentioned in the preamble.

All rights to the software and all its copies are reserved to HOPPECKE. Without the written consent of HOPPECKE, the software may not be electronically processed, altered or manipulated by the user in any form.

The functionality of the software can be restricted by HOPPECKE at any time. In the event of misuse or other violations of these Terms of Use, the user's software license automatically expires. In this case, the user is obliged to uninstall the software from the hardware used for the installation

Software and data within the software are subject to change without notice and may be replaced by newer versions. Once the user has downloaded the software, it is their responsibility to ensure their current validity. Consequently, the user has to check regularly if a newer version of the software is available on the HOPPECKE website mentioned above.

Liability

HOPPECKE is not liable for damage to software, hardware or other property as well as for financial losses that arise through the use or in connection with the use of the software, unless these are based on intentional acts or gross negligence on the part of the owner / the organs or executive employee of HOPPECKE. HOPPECKE is fully liable for any damage to the health, body or life of the user of the software. Furthermore, the liability for defects which were fraudulently concealed from HOPPECKE or whose absence was guaranteed by HOPPECKE and the liability according to the Product Liability Act remains unaffected. In the event of culpable breach of essential contractual obligations (obligations whose fulfillment characterizes the contract and on which the customer may rely) HOPPECKE is liable

for gross negligence of non-executive employees and for slight negligence, in the latter case limited to the contractually typical, reasonably foreseeable damage.

All long-range claims are excluded.

Data protection

HOPPECKE takes the protection of personal data of users of the software very seriously and strictly adheres to the rules of data protection laws. When downloading and using the software HOPPECKE does not collect, process or use any personal data.

The software may be used by the user only in accordance with the applicable data protection regulations. It can not be ruled out that the battery data collected with the support of the software is personal data within the meaning of the Federal Data Protection Act. The user is solely responsible for the assessment of the admissibility of the data collection as well as for the protection of the rights of the persons concerned. By downloading the software, the user assures that he will ensure the data protection law permissibility of the collection of the battery data and that if necessary, required consent of the persons concerned. The user undertakes to indemnify HOPPECKE from all claims of third parties, which in this connection are levied against HOPPECKE.

Miscellanea

If the user is a registered trader or a legal entity under public law, then the place of jurisdiction is the registered office of HOPPECKE. The same place of jurisdiction applies if the user does not have a general place of jurisdiction in Germany, relocates after the conclusion of the contract his domicile or habitual residence in Germany or his domicile or habitual residence is not known at the time the complaint is filed. HOPPECKE can sue the user at his seat.

For all legal relations between HOPPECKE and the user, only the law of the Federal Republic of Germany applicable to the legal relationship of domestic parties shall apply. The UN Sales Convention does not apply.

HOPPECKE, February 2018