



Terms and conditions of use (TCU) for the K2 Systems GmbH design software (K2 Base)

§1 Scope of application and contractual object

- 1.1. K2 Systems GmbH ("K2") provides the customer with "K2 Base" software via the internet for the technical design of mounting systems for solar technology offered by K2.
- 1.2. These terms and conditions of use (TCU), which the customer must agree to by creating an account, apply exclusively for the use of K2 Base by the customer. A corresponding contract regarding the use of K2 Base ("licence agreement") comes into force with the registration confirmation sent by email from K2.
- 1.3. The use of K2 Base through our website is free of charge for the customer.
- 1.4. Companies are exclusively deemed to be customers in accordance with §14 of the German Civil Code (BGB). Consumers in accordance with §13 of the BGB are not permitted.

§2 Technical and professional requirements at the customer's

- 2.1. A computer with internet access and the usual features, such as a web browser, is a technical requirement for the use of K2 Base at the customer's. The customer only calls up or enters data through a web browser and obtains access to the results based on this (software as a service).
- 2.2. The K2 Base computer programs in the background, the server capacity required to use the software and the necessary memory for data are provided by us or by a data centre commissioned by us or in a cloud infrastructure.
- 2.3. The customer's access to the internet is not the object of this contractual relationship. The customer bears the sole responsibility for the proper functioning of their internet access, including the transmission channels and fees as well as their own computer systems. The customer is responsible for the regular backup of design plans created with K2 Base and the use of a state-of-the-art virus scanner and firewall in their own systems.
- 2.4. The correct use of K2 Base requires expertise in the use of mounting systems for solar technology and the corresponding knowledge for building roofs at the customer's.
The data requested in K2 Base must be determined and entered correctly by the customer. Wind and snow loads must be verified. The project parameters must exactly correspond to the conditions on site. This is the responsibility of the customer. Technically qualified specialists must be consulted in case of doubt.
The results given must be checked by the customer for plausibility. The results given refer exclusively to the structural analysis of the mounting system. The building statics are not an integral part of the K2 Base calculation. The customer is responsible not only for the system, but also for the roof on which the system is installed. The connection of the mounting system to the roof covering must be checked on site to ensure its appropriate suitability for the additional loads applied. In case of doubt, a structural engineer should be consulted to determine the load and load transfer in case of doubt. It is necessary to note in particular that the PV system generates point loads, which must be borne by the building and its roof.
Our general mounting and assembly instructions must be strictly observed. These are available at <https://k2-systems.com/en/technical-information> and can also be sent to you on request.
The customer must also observe the specifications of the module manufacturer and all the statutory provisions, including the applicable accident prevention and occupational safety regulations.
- 2.5. The description of the technical rules with the version used in the software, upon which the calculation is based, can be viewed in the "Summary" project step in the "Results - notes" report in K2 Base. The customer is responsible for checking the applicability and actuality of these rules. We take into account the Eurocodes, i.e. the pan-European harmonised rules for the design method in the building sector, including the national annexes as well as national building regulations. We are committed to ensuring the actuality of the relevant Eurocodes through updates, but must point out that a certain amount of time is always required after the publication of the new rules in order to implement them in the software, which is why there is no entitlement to receive the appropriate updates and the designated version of the underlying rules in the program must be observed by the customer. The rules are applied on the basis of the specified location. The selected language has no influence on the rules applied.

§3 Rights of use for the customer and individual user accounts

- 3.1. The customer is entitled to use K2 Base for their own business purposes, but not to pass on their own access to K2 Base to third parties. However, the customer may pass on the unmodified results of the design assistance to the end customer of the respective project. If access to K2 Base is required in accordance with the contract, we give the customer a non-exclusive, non-transferable and non-sublicensable right to use the underlying computer programs in K2 Base for the duration of this contract. The customer is not entitled to hand over the program code and in particular the source code.
- 3.2. It is not permitted to make changes to the presentation of the results not envisaged by the program, including the bill of materials – whether in digital or printed form. In particular, it is not permitted to remove or replace the K2 logo in the presentation of the results – whether in digital or printed form. When passing on the presentation of the results to third parties, in particular to the end customer, a source reference must always be made to base.k2-systems.com.
- 3.3. Every person with access to K2 Base (user) requires their own user account (named user principle). Every user must conclude a contract for the use of K2 Base in accordance with these TCU for the customer in whose company they are working. The user must enter the information requested truthfully, in particular the company and contact details of the customer. The user represents the customer. If the user operates independently, i.e. without representative power for the customer, they conclude the licence agreement in their own name and must fulfil all the obligations of the customer; however, in this case we are entitled to terminate the licence agreement without notice.
- 3.4. The customer and user prevent unauthorised access to K2 Base by third parties. In particular, the access details for the user account must be treated confidentially by the user and must not be made accessible to third parties, even within the customer's company. The user must neither allow third parties within their own customer's company nor outside the company to access K2 Base.
- 3.5. The customer is responsible for ensuring that all users working for their company comply with these TCU.
- 3.6. If the user leaves the customer's company, they must terminate the appropriate licence agreement. Another person may also terminate the licence agreement for a user account on behalf of the customer at any time or request that we immediately block the user account in accordance with section 5.2; we are entitled to implement the termination or request provided that the corresponding authority to represent the other person has been plausibly demonstrated.
- 3.7. We may use the user's email address stored in the user account for all explanations given to the customer or user as their representative. This email address must be an email address that relates to the user's identity, which must be created from the customer's email domain.

§4 Control rights of K2 systems GmbH

- 4.1. All actions of a user must be logged and analysed by us for the purpose of data integrity, auditability with respect to the provisions of these TCU as well as the demand-oriented design of our website.
- 4.2. If there is sufficient reason to suspect that a user has violated these TCU, the corresponding user account must be blocked by us. The account can only be unblocked after ruling out the corresponding violation.
- 4.3. The non-personal information requested in K2 Base for the project calculations to be made are stored by us and analysed in pseudomised form. This is done in particular for the purpose of product development and optimisation. The stored data is not passed on to third parties. Further information on "data protection" can be found in our privacy policy (<https://k2-systems.com/en/contact/privacy-policy>).

§5 Term of Contract, Amendment and Termination of the Contract

- 5.1. The contract for the use of K2 Base runs for an indefinite period. However, the customer is not entitled to retain or continue with the services offered by us with respect to the use of K2 Base.
- 5.2. The contract can be terminated by the customer or by us at any time by giving two weeks' notice to the end of a calendar month.
- 5.3. The right of the contracting parties to terminate the contract for an important reason without adhering to a notice period remains unaffected.
- 5.4. Access to K2 Base for the corresponding user account is withdrawn when the termination takes effect.
- 5.5. We reserve the right to make an appropriate amendment to these TCU, in particular to fulfil new technical, economic or legal requirements or amendments to the services offered by us.
- 5.6. The customer is informed of the amendment by us (usually via a pop-up window) and asked for their consent. If the customer does not agree to the amendment, they are no longer able to use the services offered by us with respect to the use of K2 Base. In this case, both we and the customer can terminate the contract regarding the use of K2 Base without adhering to a notice period by referring to a rejection of the amendment of the TCU.

§6 Performance limits of the internet

- 6.1. Data communication via the internet may not be available without errors and/or at all times based on the current state of technology.
- 6.2. Therefore, we cannot be made responsible in particular for the constant availability of K2 Base, if interruptions occur in a network infrastructure not operated by us or are due to the appropriate maintenance work. We will announce scheduled maintenance work through the K2 Base website; we will restrict unscheduled maintenance work to the minimum amount necessary.

§7 Limitation of Guarantee

- 7.1. There is no guarantee for the free provision of K2 Base, irrespective of culpability on our part. The customer therefore has no entitlement for any defects on K2 Base to be rectified, irrespective of culpability.
- 7.2. However, should the customer notice any errors or possible improvements, we would be grateful for the corresponding information and will endeavour to follow up on this.

§8 Limitation of Liability

- 8.1. We accept liability vis-à-vis the customer only for a wilful or grossly negligent breach of duty, irrespective of the legal grounds.
- 8.2. In the case of gross negligence, the liability is limited in amount to the typical and foreseeable damage that should be prevented by the breached duty.
- 8.3. The mandatory liability for death, bodily injury or health as well as under the Product Liability Act remains unaffected.
- 8.4. The customer must indemnify us from claims made directly against us by third parties due to the breach of duties associated with our services in accordance with the licence agreement with the customer, insofar as we would not be liable vis-à-vis the customer in accordance with the liability criterion described above in sections 8.1 to 8.3.



§9 Final Provisions

- 9.1. All legal issues arising from and in connection with these TCU are governed by German law under exclusion of the UN Convention on Contracts for the International Sale of Goods. This choice of law in particular also extends to claims arising from unlawful acts (criminal offence), closely associated with this contract.
- 9.2. The exclusive place of jurisdiction for all disputes from and in connection with the licence agreement is Stuttgart (Germany), provided that the customer is a businessperson, a legal entity under public law or a separate estate under public law or is treated as such or if their place of business or office is in a foreign country. We are also entitled to take legal action at the customer's place of business and at any other permissible place of jurisdiction.

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