

Terms of Use S:FLEX Planning Tool

1. General

1.1. The S:FLEX Planning Tool for Solar Professionals (hereinafter referred to as the "Planning Tool") of S:FLEX GmbH (hereinafter referred to as the "Service Provider") is subject to the following Terms of Use, which are binding in the relationship between the User and the Service Provider from the first login.

1.2. The Planning Tool contains data and information of all kinds that are protected by trademark and/or copyright law in favor of the Service Provider or, in individual cases, also in favor of third parties.

1.3. The Service Provider reserves the right to contact active users at irregular intervals. Contact can be made via email (announcements, restrictions) or by phone. You have the opportunity to object to this at any time by opt-out procedure. Please contact the Service Provider for this purpose.

1.4. The Service Provider reserves the right to modify these Terms of Use from time to time and to adapt them to technical and legal developments. The user will be notified of the change separately. In the event of the invalidity of individual points of this User Agreement, the validity of the remaining points shall remain unaffected.

1.5. The Service Provider reserves the right to inspect customer projects in compliance with the GDPR. This may be necessary to support the customer or for evaluation for statistical purposes.

1.6. The Service Provider uses GDPR-compliant analytics services to constantly improve the user experience. Detailed information on this can be found in our data protection information on <https://www.sflex.com/privacy-policy/>

2. Obligation of the users of the S:FLEX Planning Tool to cooperate

2.1. The proper use of the Planning Tool requires the user not only to meet the technical requirements but also to have expertise in dealing with photovoltaic systems. Required knowledge of the regulations in the construction industry for roofs as well as the necessary project and product knowledge (esp. roof dimensions, project address, roof pitch, parapet height, coefficients of friction, structural standards, risk category of the building, terrain category).

2.2. 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 responsibility for this lies with the user.

In case of uncertainty and doubt, the user must consult professionally qualified specialists.

2.3. The user should be familiar and practiced in dealing with the Planning Tool and the given technical regulations and technical terms.

2.4. The user must at least check the plausibility of the results determined by the Planning Tool.

2.5. The results output refers exclusively to the static verification of the photovoltaic mounting system. The building statics are not part of the calculation by the software.

3. S:FLEX Frame Planning Pitched Roof in the Planning Tool

3.1. The data entered by the user into the Planning Tool is not checked by the Service Provider for accuracy and completeness. The Planning Tool can only take into account the object- and site-specific data that the user enters. The planning steps and results created by the user of the Planning Tool cannot replace complete planning by a specialist company. The specifications of the Service Provider's installation and operating instructions must be observed during planning. The Service Provider is not liable for the result of the user's utilization of the Planning Tool, in particular not for the accuracy and completeness of the result. Technical specifications and

calculations contained in the Planning Tool do not constitute promises or guarantees for products supplied by the Service Provider.

3.2. The user must check the suitability, load-bearing capacity and serviceability of the entire roof structure for the installation of the photovoltaic system as a whole. A structural engineer must be called in to check the load-bearing capacity. The Planning Tool does not replace this check under any circumstances.

4. S:FLEX Frame Planning Flat Roof in the Planning Tool

4.1. The Planning Tool assumes that the roof and its components are suitable for the construction of a solar system and that the customer has had this professionally checked or checked before planning. The Planning Tool does not guarantee the compatibility of the S:FLEX photovoltaic substructure with the roof in terms of roof covering, roof substructure and roof construction. Rather, this must be checked by the user himself. Before installation, the user must ensure that the functional layers of the roof structure (e.g. waterproofing layer, thermal insulation layer) are suitable and designed for the installation of photovoltaic systems. In particular, the user must ensure that the serviceability of the thermal insulation layer continues to be given despite the additional load caused by the installation of the photovoltaic system (substructure and solar modules).

4.2. The user must check the suitability, load-bearing capacity and serviceability of the entire roof structure for the installation of the photovoltaic system as a whole. A structural engineer must be called in to check the load-bearing capacity. The Planning Tool does not replace this check under any circumstances.

4.3. The Planning Tool creates a project report based on the user's input. However, this project report cannot and should not replace expert planning due to the concrete conditions on site.

4.4. The user is familiar with the safety-critical parameters in the Planning Tool. This includes, in particular, but not exclusively, the correct indication of the location, the building dimensions, the building height, roof pitch, parapet, terrain category, risk class, coefficient of friction, roof covering, modules, ballast block weight. In addition, the correct handling of the design on flat roofs with ridges, eaves and disturbing eaves must be ensured independently and professionally.

4.5. Photovoltaic systems on dormers must be connected, even if they can be calculated by the Planning Tool without a connection.

4.6. The specifications of the Service Provider's installation and operating instructions (e.g. maximum module field size) must be observed during planning.

5. Licensing

5.1. The licenses listed below are only available to entrepreneurs. In order to obtain a license, the requesting user must be a registered customer or a customer of the Service Provider's customer. Giving a license to a private individual in a non-self-employed relationship is not possible.

5.2. Customers of Customers request the license from the Service Provider through their wholesalers. The wholesaler can make a license available to his customer over his quota. The Service Provider has no influence on the wholesaler's conditions. For information on the wholesalers' quota, wholesalers can contact the Service Provider via <mailto:support.tool@sflex.de>.

5.3. The Service Provider reserves the right to make user-related adjustments to the range of functions. These adjustments can include restrictions, but also extensions of the range of functions agreed in writing.

5.4. Under certain conditions, free license types may be made available to the user. The license types (free or paid) and the requirements are described below. The Service Provider reserves the right to assign the license type independently in the case of free licenses.

SPT Pro Test (free of charge)

Content: Full range of functions, unlimited number of project plans

Duration: 60 days. After that, access switches off automatically. The license can only be granted once per registered user. This license type is assigned by default when you register. The license type can be converted into another license type after the 60 days have expired if revenue-related criteria (see point 6.4 below) are met.

SPT Pro Limited (free of charge)

Content: Full range of functions, up to 36 project plans possible

Duration: 12 months

Application: The free license types are assigned by the Service Provider on request.

SPT Pro / Pro Unlimited (free of charge)

Content: Full range of functions, unlimited number of project plans

Duration: Unlimited

Application: The free license types are assigned appropriately by the Service Provider.

SPT Pro Limited (Paying)

Content: Full range of functions, up to 36 project plans possible

Duration: 12 months, no automatic renewal

Cost: 190 €

Application: The SPT Pro Limited license can be purchased for a fee.

SPT Pro Unlimited paid

Duration: 12 months, no automatic renewal

Cost: 990 €

Application: The SPT Pro Unlimited license can be purchased for a fee.

6. Scope of rights of use

6.1. The Agreement grants the User of the Software a non-exclusive, non-transferable, non-licensable right of use limited to the term of the Agreement in accordance with these Terms of Use. All copyrights and ancillary copyrights as well as rights of publication, reproduction, editing, making available and other exploitation rights, as well as all technical property rights, remain solely with the Service Provider or its suppliers. The disclosure of access data is not permitted. The user has no claim to the provision of the program code of the software, in particular the source code.

6.2. The User indemnifies the Service Provider against all claims by third parties arising from the User's use of the Planning Tool in violation of these Terms of Use.

6.3. The User is also prohibited from using the Software in any way that is likely to interrupt, damage or otherwise impair the Services or access to them.

6.4. The Service Provider reserves the right to deactivate, not grant or reactivate a User's license if one of the following cases or suspicion exists:

I) Use of the Planning Tool for purposes other than the design and implementation of photovoltaic systems of the Service Provider. In particular, the Planning Tool may not be used to simulate photovoltaic systems with third-party systems or third-party providers. Also, the Planning Tool may not be used exclusively or mainly for electrical calculation without the purpose of frame planning and implementation by the Service Provider. All uses mentioned in this point are expressly prohibited and constitute an illegitimate use of the Planning Tool. This applies regardless of the underlying license type.

II) In case of non-use (= no newly created project) within a certain period of time (45 days). This applies to the license types provided free of charge by the Service Provider.

III) If the turnover-related criteria for the provision of licenses free of charge are not met. The criterion for the free provision of licenses for customers of the Service Provider is 2000€ net turnover in the last 12 months.

In addition, the Service Provider reserves the right to prohibit the use without giving reasons, not to activate or reactivate the license or to make the license inactive.

6.5. In the event of a reactivation of a free license for customers of the Service Provider, the turnover is decisive. In written agreement, a license can be temporarily reactivated for a limited period of time in order to achieve the required turnover. To reactivate, the user contacts support.tool@sflex.de.

6.6. When a license is reactivated, the user still has access to the projects created in each case.

7. Unauthorized use of the S:FLEX Planning Tool

7.1. The Planning Tool is aimed at customers as well as customers of customers of the Service Provider. Any use of the Planning Tool designed to use a frame other than that of the Service Provider is expressly prohibited. This applies in particular to frame planning and statics, but also to stringing and electrical calculations.

7.2. Location-related loads (snow, wind load and terrain category) must not be manipulated.

8. Availability of the S:FLEX Planning Tool

8.1. The Planning Tool is provided "as is" and without warranty of any kind, either express or implied, including, but not limited to, the warranties of merchantability or fitness for a particular purpose.

8.2. The customer acknowledges and accepts that restrictions or impairments of the services provided may arise that are beyond the control of the Service Provider. This includes, in particular, actions of third parties not commissioned by the Service Provider, technical conditions of the Internet beyond the Service Provider's control, as well as force majeure.

8.3. The events referred to in Section 1 above shall not result in a breach of contract by the Service Provider and shall not give rise to any claims by the Customer against the Service Provider.

8.4. The availability of the Planning Tool during the "Business Hours" from 8:00 a.m. to 5:00 p.m. is guaranteed at 98% per year. Excluded from this are down times that are either announced as maintenance windows or are caused by the data center operator or force majeure.

8.5. The customer must immediately report any functional errors/malfunctions of the Planning Tool to the Service Provider via the e-mail address support.tool@sflex.de. Additional costs and damages that may arise from a late notification by the customer must be borne by the customer alone.

8.6. For the calculation of the site-specific snow and wind loads as well as the terrain category, the Planning Tool takes into account the Eurocodes, i.e. the Europe-wide standardized rules for design in the construction industry, including the national annexes, as well as national building regulations. The Service Provider makes every effort to ensure that the Eurocodes taken into account are up-to-date by means of updates. However, we would like to point out that after the publication of new rules, a certain amount of time is always required to implement them in the software, which is why there is no entitlement to corresponding updates and the user is always responsible for observing the current status of the rules on which the program is based. The rules are applied on the basis of the specified location. It is the responsibility of the user to check the planning assumptions for their correctness.

9. Electrical planning and profitability analysis in the Planning Tool

9.1. The user of the Planning Tool is provided with the use of "E-Designer", "Electrics" and "Cost-effectiveness" in accordance with the range of functions. These include, but are not limited to, inverter design, yield calculation based on location and property-related data as well as inverter information, consumption profiles and storage systems, the creation of circuit diagrams, string plan preparation and profitability calculation.

9.2. This is a service provided by the Service Provider. The Service Provider assumes no liability for the calculations and results of the Service. The entries should be made by an electrical expert and the calculations and results must be cross-checked by an electrical specialist.

9.3. The use of the service therefore requires in-depth electrical expertise. If this in-depth electrical expertise is not available, the use of the "E-Designer", "Electric", "Economy" service is not recommended. Especially in the "E-Designer" and "Electrics" tabs, improper use due to planning with electrical components during implementation can result in danger to life and limb.

9.4. The connection of the inverter designs, circuit diagrams and string diagrams calculated or shown in E-Designer and Electrics must be cross-checked and carried out by a specialist. If not properly tested and implemented, there is a risk to life and limb.

9.5. At the user's request, the "E-Designer", "Electrics" and "Economy" tabs can be deactivated.