

Terms and Conditions for the Download and Use of the Configuration Software

by

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Albert-Büttner-Straße 11 D-91207 Lauf/Pegnitz
- **ABL SURSUM** in the following -

Preliminary remarks

ABL SURSUM makes the software titled 'Configuration Software' available for download free of charge. This software serves to adjust the settings for and personalize ABL charging stations.

ABL SURSUM expressly notes that the software may only be used by **qualified electrical contractors** and that its use by consumers within the scope of a consumer contract is excluded. By downloading the software, the user expressly declares that he is not acting as a consumer within the meaning of Section 13 of the German Civil Code (BGB).

Given the above, ABL SURSUM and the software user agree to the following:

§ 1 Scope of the Agreement

(1) ABL SURSUM transfers to the user the software titled 'Configuration Software' free of charge for the duration of this Agreement and according to the terms and conditions specified in this Agreement.

(2) The source code of the software is not the subject of this transfer. The source code will not be transferred.

[(3) The software documentation is available from ABL SURSUM at <https://www.ablmobility.de/de/service/downloads.php>

§ 2 Extent of use

(1) ABL SURSUM grants the user a single, time-limited and non-transferable right to use the software titled 'Configuration Software'. This right of use is limited to the contract duration according to §§ 9, 10 of this Agreement. The right of use is not exclusive. The user agrees that ABL SURSUM may check the use of this software for compliance with these Terms of Use at any time and after giving reasonable notice. Should the user not comply with the Terms of Use specified in this Agreement, ABL SURSUM reserves the right to withdraw user rights. In this case, the user must delete the software. All copies of the software must then be destroyed.

(2) Only trained and qualified electrical contractors are permitted to use the software. It is expressly noted that the software can be used, among other things, to alter the current and

that this may present a danger to life, limb and health. Download must not occur as part of a consumer transaction. The user expressly declares that he is not acting as a consumer.

(3) The user may use the software only and exclusively for the purpose of contractual cooperation with ABL SURSUM. Any form of distribution of the software is generally prohibited. Without the permission of ABL SURSUM, the user is not entitled to transfer the software to third parties, in particular to sell, let, lend or sublicense the software, or to use the software for another contractual partner than ABL SURSUM or products other than ABL products.

(4) Reproduction of the software is only permitted to the extent necessary for use in the context of contractual cooperation with ABL SURSUM. The user may make backup copies of the software according to the current state of technology and to the extent necessary. Backup copies on removable data storage media must be designated as such and shall carry the copyright notice of the original data storage medium.

(5) The user is not authorized to change, expand or otherwise rework the software within the spirit of § 69c Nr. 2 of the UrhG (German Intellectual Property Act). The user must not modify, combine, adapt, or translate or decompile, reconstruct or dismantle the software. The user may not modify the software or create works derived from the software.

(6) If ABL SURSUM provides the user with remedial or maintenance supplements (e.g. patches) or a new edition of the subject of the Agreement (e.g. update, upgrade) that replaces the previously provided software ('old software'), then these are also subject to the provisions of this Agreement.

(7) If ABL SURSUM provides a new edition of the subject of this contract, the user rights under this Agreement will lapse without an express request for return from ABL SURSUM as soon as the user employs the new software productively.

(8) ABL SURSUM is entitled to limit the scope of use of the software through technical means (e.g. keyfile, license code etc.)

§ 3 Compensation

The user does not owe compensation for the transfer of the software including rights of use.

§ 4 Installation, training, maintenance

(1) The installation of the software as well as induction, training and support regarding the software are not part of this Agreement.

(2) ABL SURSUM does not owe maintenance services.

§ 5 Protection of software and software documentation

(1) Unless the user is explicitly granted rights under this Agreement, all rights to the software (and all copies made by the user) - in particular copyright, rights to invent or to inventions, and technical property protection rights - shall be reserved exclusively to ABL SURSUM.

(2) The user shall use the software provided in such a way that excludes misuse.

(3) The user is not permitted to change or remove copyright notices, labels and / or control numbers or symbols.

(4) The user shall keep a record of any contractually permitted copies made of the software on data storage media and their whereabouts, and provides ABL SURSUM information and access on request.

(5) Subsidiary use by employees of the user, but only if these are also qualified electricians, are permitted within the scope of intended use.

§ 6 User's duties to cooperate and provide information

(1) The establishment of a functional - and, taking into account the additional demands created by the software - sufficiently dimensioned hardware and software environment for the software is the sole responsibility of the user.

(2) The user shall observe the notices given by ABL SURSUM regarding the installation and operation of the software. In particular, he expressly declares that he is qualified as a professional electrical contractor.

(3) The user grants ABL SURSUM access to the software for any troubleshooting and error resolution that may become necessary. At the discretion of ABL SURSUM, this access shall be provided directly and / or via remote data transmission. ABL SURSUM is entitled to verify that the software is used in accordance with the provisions of this Agreement. For this purpose, ABL SURSUM may request information from the user, in particular regarding the period and extent of use of the software. ABL SURSUM must be granted access to the user's business premises during normal business hours for this purpose.

The user shall make appropriate arrangements in the event that the software should function partially or completely incorrectly (e.g. through daily backup, diagnosis of malfunctions, regular checking of data processing results).

(5) Unless the user expressly gives advance notice, ABL SURSUM may assume that all user data with whom the user may come into contact is secured.

(6) The user bears the responsibility for any detriment or costs resulting from a violation of these obligations.

§ 7 User's duty to surrender, duty to notify and duty of care

(1) The user is obliged to inform ABL SURSUM of software defects and application problems immediately. The user will, within the limits of what is reasonable, take into account advice from ABL SURSUM regarding problem analysis and forward to ABL SURSUM all information relevant for the elimination of the defect that is available to the user.

(2) The user must take appropriate precautions to protect the software from unauthorized access by third parties. He shall keep the original data storage medium and the data storage media with the contractually permitted copies made by him as well as the documentation in a safe place. He shall notify his employees and other persons authorized to subsidiary use that making copies beyond the contractual scope is not permitted.

(3) The user is obliged to surrender the data collected via the software at any time to ABL SURSUM upon request. The data collected are and remain the property of ABL SURSUM.

§ 8 Warranty limitation, liability

(1) The subject of this Agreement is a free software transfer. Warranties for any software defects and for any subsequent damage are excluded. This limitation does not apply in the case of defects concealed with malicious intent. §§ 523, 524 of the BGB (German Civil Code) remain unaffected.

(2) No guarantees of any kind are granted by ABL SURSUM.

(3) Any information given or promises made that are not contained in this Agreement shall not be binding on ABL SURSUM.

(4) In light of this being a free transfer and in light of the exclusion of consumer transactions, the liability of ABL SURSUM is limited to intentional damage. Any further liability is excluded. These limitations of liability do not apply to liability for damages resulting from injury to life, limb or health, and liability under the Product Liability Act.

(5) The user shall be liable to ABL SURSUM for any damage caused by a loss of data, if and to the extent that the user is responsible for such data loss. This also applies to damages for which ABL SURSUM is liable towards third parties. Further, the user shall also be liable to ABL SURSUM for all damages resulting from incorrect use of the production software.

§ 9 Contract duration, termination

(1) The contractual relationship begins with the download of the software, but at the latest with its commissioning, and continues indefinitely.

(2) The contractual relationship may be terminated with one month's notice to the end of the month by ABL SURSUM or by the user.

- (3) Either party's right to termination without notice for important reasons remains unaffected.
- (4) An important reason is, inter alia, if the user violates the terms of use agreed in this Agreement.

Notice of termination must be given in writing in order to be effective.

§ 10 Consequences of termination of the Agreement

- (1) Upon termination of the Agreement, the user must delete the software. Any copies made of the software must be completely and permanently deleted or destroyed.
- (2) No use of the software is permitted after termination of the contractual relationship.
- (3) Upon return of the software, the user must immediately surrender the data created and stored using the software to ABL SURSUM.
- (4) Upon termination of the contract, all rights of use granted by ABL SURSUM to the user shall expire.

§ 11 Confidentiality and data protection

The user is obliged to keep confidential all knowledge of confidential information and trade secrets ('trade secrets') gained as part of contract negotiations and execution permanently and to use them only for the purpose of implementing this Agreement. The trade secrets of ABL SURSUM also include the software itself and the services provided under this Agreement.

(2) The user will only make the software accessible to employees insofar as it is necessary for exercising the rights of use granted to him. He shall inform all persons to whom he grants access to subjects of the Agreement about the rights of the seller to the subjects of the Agreement, and of the obligation to maintain confidentiality, and shall inform these persons in writing about the confidentiality and use of the information only as limited by 1., unless the persons concerned are obliged to maintain secrecy to at least the aforementioned extent for other legal reasons.

(4) The user shall adhere to the rules of data protection according to the GDPR and the new version of the German Data Protection Act (BDSG-neu). The user shall ensure that his agents also comply with these provisions. In particular, the user commits them to data confidentiality before they commence their activities.

§ 12 Final provisions

(1) The exclusive place of jurisdiction for all disputes arising out of and in connection with this Agreement is the registered office of ABL SURSUM.

(2) German law applies exclusively and excludes international private law and the UN Sales Convention (CISG).

(3) The conclusion of the contract as well as subsequent amendments and supplements to the contract must be made in writing to be effective. This also applies to amendments to the written form requirement. No additional verbal agreements have been made.

Should any provision of this Agreement be or become invalid, the legal validity of the remaining provisions shall remain unaffected. The parties agree to replace the invalid provision with one that comes as close as possible to the economic purpose of the original. The same applies to any gaps in the provisions of this Agreement.