

SUBSCRIPTION CONTRACT

SOFTWARE AND CONSULTING SERVICES

Art. 1 Object

This present subscription contract (hereinafter referred to as the "**Contract**") sets out the rights and obligations linked to the download, installation, and use of the PVsyst 8, PVsystCLI and PVsystBasic software (hereinafter referred to as the "**Software**") as well as the consulting services provided by PVsyst SA.

Any physical or legal person wishing to take out a license subscription (hereinafter referred to as the "**License**") to use the Software and/or receive consulting services from PVsyst SA is considered and referred to as the "**Customer**".

While these conditions come into force as soon as they are published online, PVsyst SA reserves the right to amend them at any time.

In the event of any inconsistency in the translation of these general conditions, the French version shall prevail.

Art. 2 Formalising the Contract

The customer's subscription made online or by email initiates the contractual relationship and formalises the contract.

Art. 3 Rights and limitations of use of the Software

3.1 In principle

Against payment of a Licensing fee, PVsyst SA grants the Customer, a limited, non-exclusive and non-transferable right to install and use one of the Software in accordance with the General Conditions of Use, which are an integral part of this Contract.

The scope of services is determined by the Customer's individual approval as well as the PVsyst SA price list in effect at the time of the conclusion of the Contract. All payments are final and non-refundable.

3.2 Access to PVsyst software

The Software is freely accessible from our website www.pvsyst.com

Use of the Software is granted upon conclusion of this Contract and payment of an annual subscription fee, which includes access to all software updates during the subscription period. Annual subscription to the Software is available directly online.

The subscription is for one year and must be renewed every year to retain the right to use the Software without interruption. **One software license per workstation is required.** The PVsyst 8 subscription gives you access to both versions 7 and 8 of the PVsyst software. The PVsystBasic subscription includes access to all versions of PVsystBasic.

The new subscription begins when PVsyst SA receives payment from the Customer. Payment of the invoice entitles the Customer to an activation key, which will be delivered within days following full payment of the amount due, with the invoice receipt. The renewal of a subscription begins on the day when PVsyst SA receives payment of the invoice, if the subscription has expired, or from the end date of the previous subscription, if it is still ongoing. The yearly subscription must be renewed, at the latest, on the anniversary date, to avoid interruption in the use of the software. The Customer can renew his/her license as soon as the expiry date is less than 3 months.

The PVsyst 8 evaluation version, valid for one month, allows the Customer to test all the software functionalities prior to the conclusion of this Contract.

The PVsystCLI evaluation version enables 250 runs over a maximum period of two months and allows the Customer to test all the software functionalities prior to the conclusion of this Contract.

The PVsystBasic evaluation version, valid for one month, allows the Customer to test all the software functionalities prior to the conclusion of this Contract

The exact name of the company registered as user in the PVsyst account (the Customer), appears on the printed reports.

3.3 Commercial License

The yearly subscription implies to place an online order, process during which the Customer accepts these conditions and the conclusion of this Contract. The Customer then receives an invoice payable within 30 days. Beyond this period, PVsyst SA reserves the right to issue a new invoice in the event of a variation in the exchange rate. Once the activation key for the software has been issued, no refund shall be provided.

3.4. Education and Classroom Licenses

The request for a quote for an education license or a classroom offer is made through the user's online account. A classroom offer automatically includes one education license and at least five classroom licenses. The invoice is issued and sent upon the Customer's acceptance of the transmitted quote. The Customer receives an invoice payable within 30 days of its issuance. After this period, PVsyst SA reserves the right to issue a new invoice in case of exchange rate fluctuations. Once an activation key has been delivered, no refunds will be made.

3.5 Customer's liabilities

The Customer shall prevent unauthorised access to and use of the Software by third parties, including, but not limited to, any employee who does not have the required License to download and/or use the Software; one Software License being required per workstation. To this end, the Customer is responsible for and must, if required, inform his staff members of the conditions of installation and use of the Software.

The Customer shall immediately inform PVsyst SA of any unauthorised use of and access to the Software.

It is strictly prohibited to directly resell the use of the Software. This prohibition includes, but is not limited to, the resale of licenses, offering paid access services, or any other form of direct monetization of access to the Software. Any violation of this prohibition will result in the immediate revocation of the License and may lead to legal action.

Art. 4 Activation

The activation of the Software and the right to use it are conditional to using a valid activation key. The corresponding activation key will be provided to the Customer a few days after the conclusion of the online ordering process and the full payment of the amount due.

Art. 5 Consulting services

5.1 Conditions and billing

Consulting sessions will only take place after full payment of the amount due.

No discount is granted for early payment.

The online consulting sessions last 2 hours with a maximum of 5 participants per session. The detailed programme of which is determined in advance and outlined in a quotation issued by PVsyst SA. Once the quotation has been accepted by the Customer, the dates of the sessions are set and indicated on the invoice.

Payment of the invoice implies acceptance of these conditions and the conclusion of this Contract. If a session focuses on a specific project, a brief must be submitted at least 48 hours before the beginning of the session. Full payment of the invoice must be received by PVsyst SA within 30 days of its issue and no later than 5 working days before the start of the session.

5.2 Unfolding of the session

The sessions take place either via the Microsoft Teams platform or a virtual room platform. It is necessary to install the PVsyst software on a computer and to have a working headset and microphone to interact with the speaker during the consulting session.

In case of force majeure, PVsyst SA reserves the right to postpone a consulting session to a later date.

In the event of cancellation by the Customer less than 3 working days before the session, PVsyst SA reserves the right to charge the session.

PVsyst SA does not guarantee the simulation results carried out during a consulting session and no certification is granted.

Art. 6 Customer identification

When placing the first order, a Customer ID is assigned per company to a single legal entity with the same name, in the same country, and with a single billing address. The billing address can only be modified upon submission of an official document justifying the change. The Customer ID cannot be used by another legal entity or by the same company or branch in a different country. PVsyst SA delivers the software and provides technical support to the Customer only in the country registered in the PVsyst SA customer account. The transfer of licenses between two Customer IDs is not permitted.

Art. 7 Conditions and invoicing

7.1 Rates

The price list is available on the website. The prices are provided net of VAT and in Swiss francs. A rate conversion is displayed in Euros, US Dollars and Pounds Sterling for information. A non-contractual quote can be generated online and in Swiss francs only.

7.2 Methods of payment

Payment can be made either online by credit card via Saferpay, or by bank transfer.

Payment by credit card can be done directly while ordering online.

While ordering online, the Customer may also request an invoice to be paid by bank transfer. This invoice can then be paid either by bank transfer or by credit card.

The invoice to be paid can be issued in Swiss francs, Euros, US dollars, or Pounds Sterling and indicates the corresponding banking information. A paid invoice receipt is sent to the Customer upon receipt of payment. If the invoice has been paid by credit card, the receipt will be issued in Swiss Francs only.

The exchange rate is set by PVsyst SA, according to the applicable rate on the day the invoice is issued.

All our invoices are sent by email in PDF format only. All bank charges are to be borne by the Customer.

Art. 8 Taxes

8.1 Swiss VAT Invoicing

VAT is applicable to the provision of the Software as well as to the consulting services, and is added to the net price, at the current Swiss rate, for customers whose registered home or head office is in Switzerland or in Liechtenstein.

8.2 European VAT Invoicing

For customers registered outside of Switzerland, Swiss VAT is not applicable, and the provision of the Software is invoiced, tax free, subject to the following clarifications concerning customers who have their domicile or registered office in a Member State of the European Union.

For customers established in a Member State of the European Union, Swiss VAT is not applicable, and the non-exclusive license to use the software is sold tax-free, insofar as the Customer provides PVsyst SA with a valid European VAT number when placing the online order. PVsyst SA will check the validity of the European VAT number on the European VAT Information Exchange System (VIES).

If the customer fails to provide a valid European VAT number, VAT will be applicable to the sale of the PVsyst software by default and will be added to the net price, at the rate applied in the European Union Member State in which the customer has his/her domicile or registered office.

8.3 Withholding Tax

For customers established in a country that has concluded a double taxation agreement with Switzerland, a withholding tax is applied in accordance with the current legal provisions.

The withholding rate applied is the one specified in Article 12 of the bilateral tax treaty between Switzerland and the client's country. In the event of any discrepancy between the French and English versions of the treaty, the French version shall prevail.

This withholding tax is clearly indicated on the invoice issued by PVsyst.

The customer undertakes to pay the exact amount of this withholding tax to the competent tax authority in their country and assumes full responsibility for doing so.

The net amount indicated on the invoice equals to the sum due to PVsyst after application of the said deduction.

Art. 9 Supplier

PVsyst SA is the exclusive distributor of the PVsyst software worldwide, with the exception of China, where Beijing Bofeng Kechuang Software Limited Company also has distribution rights.

The PVsyst Software is only available for download from the following official website: www.pvsyst.com

Only the most recent version of the software is available for download and to subscribe to.

Art. 10 Confidentiality

PVsyst SA guarantees its Customers the confidentiality of the information communicated via the www.pvsyst.com website. PVsyst SA processes the data provided only to deliver online orders.

Customers' personal data will never be shared with third parties.

The [Data Protection Policy](#) details how PVsyst SA manages the processing of its customers' personal data.

Art. 11 Intellectual property rights

All intellectual property rights on the Software and the documentation relating to consulting services remain the property of PVsyst SA.

Art. 12 Safeguard clause

If any of the provisions of this present contract are found to be void or unenforceable in whole or in part within a certain scope, the other provisions shall remain in force and the void or unenforceable provision shall be reinterpreted, supplemented, or replaced so that the purpose of that provision be achieved.

Art. 13 Jurisdiction and applicable law

This Contract and the contractual relationship between the parties are governed exclusively by Swiss law. The place of jurisdiction is Geneva, Switzerland.

PVsyst SA Management

