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GENERAL CONDITIONS OF USE

PVsyst Version 8 – PVsystCLI

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1. Purpose/General

1.1. By downloading PVsyst 8 and PVsystCLI Software (hereinafter referred to as the "Software"), the user accepts without reservation the present General Conditions of Use (hereinafter referred to as the "**GCU**"). PVsyst SA reserves the right to modify these conditions at any time. The amended terms and conditions shall come into force as soon as they are published on the website.

1.2. The PVsyst Software is distributed exclusively by PVsyst SA since July 1st 2011.

1.3. The Software includes a non-exhaustive database of components and meteorological data. It also includes access to the databases and functionalities (interpolation) of the Meteonorm software. By contract with Meteotest AG, the export of data from Meteonorm to other software is not permitted.

2. Installation

2.1. PVsyst SA provides a link to download the latest versions of the Software from its website www.pvsyst.com

2.2. Downloading, installing, or using the Software necessarily and automatically implies acceptance of the terms and conditions of use "**GCU**" and all subsequent modifications applicable as soon as they are published. In the event of any inconsistency in the translation of the "**GCU**", the French version shall prevail.

2.3. The Software runs only on Microsoft Windows operating systems supported by Microsoft. It must be installed on each workstation where it will be used, and every installation requires entering into a Subscription Agreement and paying a License fee as defined in the Subscription Agreement.

PVsyst 8 must not be used on a server or distributed to several client devices. PVsyst 8 cannot be operated from a Windows Remote Desktop client.

PVsystCLI can be installed on a server and can be used from a Windows Remote Desktop client.

2.4. The Software offers a trial version prior to the conclusion of a Subscription Contract.

If an "unlicensed" user installs the Software on his/her computer, the EVALUATION mode remains active for 30 days from the date of installation. Only generic components can be used

in projects created under this mode, with the mention EVALUATION shown on the simulation report. After 30 days of evaluation, the software will run in DEMO mode with restricted functionalities.

If an "unlicensed" user installs PVsystCLI on his/her computer, the EVALUATION mode allows 250 runs within 60 days from the installation date. After this evaluation period, the software will no longer be active.

2.5. The Software works properly in full LICENSED mode (i.e. after the conclusion of a Subscription Contract) only if the date and time of the computer have never been amended.

2.6. The software reference language is English.

PVsyst 8 is also available in French, Italian, German, Spanish, Portuguese, Turkish, Korean, Chinese, and Japanese. Simulation results reports can be generated in each of these languages.

PVsystCLI is available in English only. Simulation results reports can be generated in French, Italian, German, Spanish, Portuguese, Turkish, Korean, Chinese and Japanese.

3. Subscription

3.1. The yearly subscription of a PVsyst 8 Commercial License is invoiced according to the prices indicated on the PVsyst SA website. The subscription is valid for one year and must be renewed each year to retain a valid License and the right to use the Software. One licence per workstation is required. The validity of a new subscription begins when PVsyst SA receives payment of the invoice and delivers the activation key. The renewal of a subscription begins when payment of the invoice is received by PVsyst SA. If the subscription is still ongoing at the time of renewal, the extension will run from the day after its expiry date.

3.2. The PVsyst 8 yearly subscription may be renewed, at the earliest, three months before the end of its validity and ,at the latest, on the anniversary date if the user wishes to continue using the Software without interruption.

4. Use of License

4.1. The Software is distributed exclusively by PVsyst SA; there is no other authorised supplier of the Software. No reseller is authorised to distribute the Software. The Software is only available for download from the official Pvsyst SA website: www.pvsyst.com

4.2. Only the latest version of the Software is available for sale. A valid PVsyst Licence allows the Software to be activated on one computer and provides access to all its functionalities. The same License can be activated on several user sessions on the same computer.

4.3. To transfer a License to another workstation, the user must deactivate the License on the source workstation and then use the standard procedure to reactivate it on another workstation.

For PVsyst8, the number of licence transfers is limited to four over a period of 30 days from the date of the first transfer.

For PVsystCLI, the number of licence transfers is limited to one over a period of 30 days from the date of the first transfer.

4.4. Activation is automatic with a direct Internet connection. The Licence can also be activated manually on the PVsyst website, through the online activation centre: www.pvsyst.com/activationCenter

5. License type

5.1. PVsyst SA sells two commercial licences, PVsyst 8 Professional and PVsystCLI, providing access to all their respective functionalities.

5.2. Pvsyst8 Licences issued to research or educational institutes are labelled RESEARCH/EDUCATION on the simulation report.

5.3. Pvsyst8 Licences issued to students are limited to the use of generic components and the word STUDENT is displayed on the simulation report.

5.4. Pvsyst 8 Classroom Licences are limited to the use of generic components and the word CLASSROOM is displayed on the simulation report.

6. Copyrights/User Agreement

6.1. The Licensee acknowledges that the Software is protected by copyright. The Software and the related copyright belong exclusively to PVsyst SA.

6.2. It is strictly forbidden to reproduce, modify, edit, translate, decompile, or recompile the Software. It is also forbidden to rent, resell or make the Software accessible to third parties in any way whatsoever. In the event of a breach, clause 9.1 of these GCU will be applied with immediate effect.

7. Warranty and liability

7.1. The Customer is solely responsible for purchasing the operating system required for the installation of the Software and any other hardware required to use the Software under the conditions set out in the GCU and, where applicable, in the Subscription Agreement.

7.2. In the event of a complaint, the Customer is required to provide verifiable documentation on the nature and occurrence of any error.

7.3. The Customer is solely responsible for the backup of his own data.

7.4. The Customer is required to 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 licence to download and/or use the Software, one software licence being required per workstation and per software. To this end, the Customer is responsible for and must, if required, inform his/her employees of the conditions of installation and use of the Software.

7.5. Although PVsyst SA develops the Software with the utmost diligence, PVsyst SA does not guarantee that the Software is free of anomalies and that its operation is uninterrupted and/or error-free, or that errors can be entirely suppressed. It is up to the Customer to take all

necessary measures to minimize the harmful consequences of a possible interruption of operations or loss of data.

7.6. The Customer is aware of the necessity that he/she and other users within the company have sufficient technical knowledge to use the Software.

7.7. PVsyst SA gives no guarantee as to the security and reliability of the equipment and technical means related to the execution of the Software. PVsyst SA cannot be held responsible for an act of hacking, the temporary inaccessibility of the Software or facts beyond its control. No complaint, action or other measure may be raised against PVsyst SA in this respect. PVsyst SA does not disclose any data relating to its customers.

7.8. The Software does not collect any personal or nominative data, except for anonymous statistical usage data providing the Customer has given its consent through its users.

8. Results and files generated by the Software

8.1. The Software takes into account the current state of technology as much as possible. PVsyst SA does not give any guarantee on the results of the Software, which rely on many parameters defined by the customer, through its users or originating from meteorological or component databases.

8.2. Under no circumstances can PVsyst SA be held responsible for the possible consequences of a difference in the production of a real system compared to a forecast of the Software.

8.3. The User undertakes to quote PVsyst in the event of publication of images or tables generated by the Software.

8.4. PVsyst SA may not be held responsible for any modification by the Customer of the simulation report generated by the Software.

9. Expiration/cancellation of the license

9.1. PVsyst SA reserves the right to terminate the Subscription Agreement with immediate effect before the end of the subscription period in the event of non-compliance with any of these GCU. The License(s) will be immediately blocked, and the Customer will no longer be able to use the Software.

9.2. The validity of a license will expire on the anniversary date when payment of the license was last received if the Customer has not renewed his/her Licence. The subscription is only confirmed once PVsyst SA has received payment.

10. Technical support

10.1. As far as possible, PVsyst SA provides technical support to all its customers, for the current version, without any obligation to achieve results. The technical support service is provided by e-mail to the customers holding a License.

10.2. If a malfunction occurs, the PVsyst SA team will endeavour to correct the error as soon as possible. PVsyst SA does not provide IT support and debugging of issues related to the hardware used to run the Software (PC, laptop, etc.)

11. Safeguard clause

If any provision of these GCU is found to be invalid or unenforceable in whole or in part within a certain scope, the remaining provisions shall remain in force and the invalid or unenforceable provision shall be reinterpreted, supplemented, or replaced in such a way that the purpose of that provision is achieved.

12. Place of jurisdiction and applicable law/jurisdiction

These GCU and the contractual relationship between the parties shall be governed exclusively by Swiss law, excluding provisions on conflicts of law. The exclusive place of jurisdiction is Geneva, Switzerland.

PVsyst SA Management

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