

PVSYST SA

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LICENSE AGREEMENT

PVsyst Version 7

1. Object :

PVsyst software is a study and simulation software for photovoltaic systems.

Initiated at the University of Geneva (CH), the PVsyst software has been developed and distributed exclusively by PVsyst SA since July 1, 2011.

This license agreement is established and concluded between Pvsyst SA and the end user of the PVsyst V7 software.

Downloading, installing or using the software necessarily and automatically implies acceptance of the terms of the terms of this contract and any subsequent modifications which are immediately applicable upon their publication.

In the event of any inconsistency within the translation of these general conditions, the French version prevails.

2. Software distribution and license activation

2.1 PVsyst S.A is the exclusive distributor of the software

The software is exclusively distributed by PVsyst SA, there are no other authorized suppliers of the software. No reseller is authorized to sell PVsyst. PVsyst software is only available for download from the official PVsyst SA website www.pvsyst.com.

2.2 Activation key

The software is available for sale under version **V7 PROFESSIONAL**.

After payment of the license fees, the end user is provided with an activation key which enables the use of all of the software's functionalities on one workstation.

Activation is automatic with a direct Internet connection.

The key can be manually activated on the PVsyst website: online activation center (www.pvsyst.com/activationCenter)

2.3 Time limitation and renewal

The purchase of an activation key entitles you to use PVsyst V7 for one year. Beyond that, the programme will go into DEMO mode.

The renewal of the activation key is necessary to continue using the software with all its functionalities.

Renewal is possible three months before the expiry date of the activation key, and at any time after this date.

2.4 Transfer of the activation key to another workstation

If it is deemed necessary to transfer the license to another workstation, the User must deactivate the license from his original workstation, then use the standard procedure to reactivate it on a target workstation. The number of authorized license transfers over a set period of time is limited (4 on a rolling period of 30 days).

3. Software features

3.1 Operating system

PVsyst software only works on Microsoft Windows operating systems supported by Microsoft. It is not designed to be used on a server and/or distributed to several Client PCs.

PVsyst cannot be used from a Windows Remote Desktop client. It must be installed on each workstation where it will be used.

3.2 Operating modes

PVsyst software functions in 3 modes:

- The EVALUATION mode is active for 30 days following the installation of the PVsyst software. Only generic components can be used in projects, with the mention "EVALUATION" appearing on the simulation report.
- After 30 days of evaluation PVsyst software turns to DEMO mode: in this mode the functionalities are restricted.
- The "LICENSEE" mode becomes available as soon as the provided key is activated.

The program works correctly in full license mode only if the date and time of the computer have never been changed.

3.3 Available versions

Commercial Licenses

In "LICENSEE" mode, PVsyst SA only offers one version: the PROFESSIONAL version.

Non-commercial licenses

Licenses issued to research or educational institutes mention “RESEARCH / EDUCATION” in watermark on the simulation report.

Licenses issued to students are limited to the use of generic components and have a “STUDENT” watermark on the simulation report.

Licenses issued to classrooms are limited to the use of generic components and have a “CLASSROOM” watermark on the simulation report.

3.4 Available languages

The main Pvsyst language is English. The software is available in French, Italian, German, Spanish, Portuguese, Turkish and Korean. Simulation results reports can be generated in all these languages.

3.5 Meteonorm

Version 7 includes access to Meteonorm 7.3 software’s databases and functionalities (interpolation). Exporting data from Meteonorm to other software is not permitted under contract with Météotest AG.

4. PVsyst's commitment and limitations of liability

PVsyst SA is in no way liable to the User or to any third party for the loss of profit or for indirect, incidental, or consequential damages arising from the use or inability to use the software.

4.1 Software results

PVsyst software considers as much as possible the current state of technology.

PVsyst SA does not offer any guarantee relating to the results generated by the software, which specifically depend on a number of parameters either defined by the User or resulting from meteorological databases or component databases.

Under no circumstances shall PVsyst SA be held liable for the potential consequences that may result from a difference in production between a real system compared to the software’s projections.

4.2 IT security

PVsyst SA does not guarantee the safety or the reliability of the equipment and technical means linked to the running of the software.

PVsyst SA cannot be held responsible for an act of computer hacking, for the temporary inaccessibility of the software or for actions outside its control. No complaint, action or other measure can be raised against PVsyst SA in this regard.

PVsyst does not communicate any data concerning its customers.

PVsyst does not collect any personal or nominative data, excluding statistical and anonymous usage data if the User has given his consent.

4.3 Technical support

As far as possible, PVsyst SA provides technical support to its users, for the current version, but without obligation of results. Technical support services are provided by e-mail to the end users of the company who owns the software license.

If a malfunction occurs, the PVsyst SA team will do its utmost to solve the issue as soon as possible.

PVsyst does not provide IT support and debugging solutions related to the means used to running the software (PC, Laptop, etc.)

5. Commitments of the user or other party having access to the software

Commitment not to reproduce, broadcast, transmit, decompile, disassemble, modify or even carry out "reverse engineering" on all or any part of the software by any means whatsoever.

Commitment to take the necessary measures to prevent a third party from getting access to the software activation key or customer identification number.

Respect for the software intellectual and industrial property rights owned by PVsyst SA and by the University of Geneva.

The User undertakes to credit the name of PVsyst in the event of publication of images or tables extracted from the software.

6. Jurisdiction and applicable law

The contractual relationship between the parties is governed exclusively by Swiss law. Failure to comply with the general conditions exposes the infringer to the invalidation of the activation key or / and to legal proceedings. The place of jurisdiction is in Geneva.