PVSYST SA
Route de la Maison-Carrée 30 - 1242 Satigny - Suisse
Tel : +41 (0)22 753 08 01 - admin@pvsyst.com

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 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 subscription for a licence 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 the Software in accordance with the General Conditions of Use, which are an integral part of this Contract.

The scope of the services is determined by the individual agreement, as well as, if applicable, the PVsyst SA price list in force, at the time of the conclusion of the Contract. All payments are binding and final.

3.2   Access to PVsyst software

Access to the Software and the right to install and use it are granted by the conclusion of a subscription contract and the payment of an annual subscription fee (hereinafter referred to as the "**License**") which includes access to all updates for the duration of the subscription. Annual subscriptions to the Software are made 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 licence per workstation is required. 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 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. The evaluation version, valid for one month, allows the Customer to test all functionalities of the Software prior to the conclusion of this Contract.

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

3.3 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 Licence to download and/or use the Software; one Licence being required per workstation and per user. 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.

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 3 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 Client 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

A customer ID is assigned per company (one legal entity, with the same company name and in the same country) with a single billing address. The billing address will only be modified upon issuance of an official document that justifies the change. PVsyst SA only provides technical support to the end user located in the country registered in the PVsyst customer account.

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 Client 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 Client 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 bank charges are to be borne by the Client.

Art. 8   Taxes

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 clients whose registered home or head office is in Switzerland or in Liechtenstein.
For clients registered outside 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 licence 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.

Any other tax that may be due in the destination country (country where the customer has his/her domicile or registered office), including any other sales tax similar to VAT is the responsibility of the Customer.

Art. 9 Supplier

The Software is exclusively available from PVsyst SA; there is no other approved supplier of the Software. 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.

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 Art. 11 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

PVsyst SA
Rte de la Maison-Carrée 30
1242 Satigny
Switzerland