

LICENSE AGREEMENT

PVsyst Version 6

1. Purpose

PVsyst is a software for the study and simulation of photovoltaic systems. It was designed at the University of Geneva, Switzerland.

On July 1st, 2011, the University of Geneva granted an exclusive and worldwide license for the distribution and development of the PVsyst software to PVsyst SA, a company headquartered at 107, route du Bois-de-Bay, 1242 Satigny, Switzerland.

All the terms of this license agreement are applicable between PVsyst SA and the User (hereafter "User"). PVsyst SA has the right to modify these terms at any time, and these terms take effect as soon as a new update of PVsyst software goes online and becomes available.

In case of inconsistencies with the French version of this License Agreement, the French version shall prevail.

2. PVsyst user rights

The use of PVsyst necessarily and automatically implies the User's acceptance of the terms of this agreement without any further formalities. The User is liable for his non-compliance with these terms and conditions of use.

The term "use" refers to the downloading and installation of the software, as well as the use of its features according to the terms described in this agreement.

After receiving payment, PVsyst SA provides the User with an activation key that allows him/her to use the software on one workstation.

3. PVsyst specifications

3.1. Operating system

PVsyst runs on MS-Windows, starting from Windows Vista. PVsyst is not engineered to run on a server (Windows Server 2003, Windows Server 2008, Windows Server 2012) or on Windows Remote Desktop Client. It has to be installed on the workstation where it will be used.

3.2. Terms of use

The program will only function in full licensed mode if the date and time of the PC on which it is installed have never been modified. PVsyst SA cannot be held accountable in the event that the program will not function due to a modification on the user's PC clock.

3.3. Translation

The main PVsyst language is English. The program is translated into French, Italian, German, Spanish and Portuguese. The simulation reports can be generated in all these five languages.

3.4. Meteonorm

Version 6 includes access to the databases and the features (interpolation) of the Meteonorm V6.1 software (since version 6.73: Meteonorm V7.2). The export of data from Meteonorm to other software is not authorized.

4. Usability

4.1. Modes of use

PVsyst software runs in 3 modes.

The EVALUATION mode is active during 30 days after the first installation of PVsyst. All the features are available, and the watermark "EVALUATION" is printed on the simulation report.

The program transitions into DEMO mode after the 30th day of evaluation. Some features are not available. The LICENCED mode is available after it is activated with the key that is provided following the purchase of the PVsyst license rights of use. It gives the User access to all available features without any restriction.

4.2. PVsyst commercialized version

Under the LICENCED mode, PVsyst SA offers two versions: the PRO30 version and the PREMIUM version. All features are available in both versions, although the PRO30 version is limited to systems with a maximum of 30 kW.

4.3. Activation of PVsyst

PVsyst SA provides the User with an activation key after receiving payment. This key allows the User to activate the PVsyst software after it has been installed on the selected computer. The activation is automatic if the User has a direct Internet connection. Otherwise, the User must request it via our website (www.pvsyst.com).

4.4. Temporal limit

The purchase of an activation key gives the User access rights to the PVsyst software that are unlimited in time. However, the activation must be renewed every 6 months (free of charge and automatically via the Internet or on our website www.pvsyst.com).

4.5. Update Rights

The purchase of an activation key includes free updates for one year following the initial activation of the software. After this time, the User will have to pay for updates on a yearly basis if he/she wishes to continue to benefit from software updates.

4.6. Transfer of the activation key to another computer

If the User wishes to transfer the license to another computer, he/she has to first deactivate the license from the source computer and then follow the standard procedure to reactivate the program on the new computer. It will no longer be possible to use the same license on the source computer.

5. Liability exclusions

PVsyst SA does its best to take into account the current state of technology.

PVsyst SA does not provide any guarantee regarding the software's results, which depend to a large extent on a number of parameters that are determined by the User. In particular, PVsyst SA cannot guarantee the validity of the content of meteorological databases or of component databases.

Under no circumstances shall PVsyst SA be held liable for the consequences that result from a difference between the software's projections and actual situations.

6. Warranty

PVsyst SA does not guarantee the security and the reliability of the hardware or the technical means that are used to host the software.

PVsyst SA is not liable to the User or any third party for any loss of profit or any indirect, incidental or consequential damages resulting from the use or inability to use the software.

PVsyst SA cannot be held responsible for the hacking or temporary inaccessibility of the software, or for any circumstances beyond its control. No complaint or any other procedure can be filed against PVsyst SA for these reasons.

7. Provider

Only PVsyst SA commercializes the PVsyst software. There are no other authorized providers for this software. Resellers are not authorized to commercialize the PVsyst software. It is only available for download on PVsyst SA's official website www.pvsyst.com. Only the latest version (6) is available for purchase on this website.

8. Technical support

Insofar as possible, PVsyst SA will provide technical support to the User for the software's current version, although it does not guarantee its success.

PVsyst Technical support services are provided directly by e-mail to the end-users of the company or Institution registered in our database, in the country where the license is issued.

In the event of a malfunction, the PVsyst SA team will try to correct the problem as quickly as possible.

9. User obligations

The User commits not to copy, broadcast, decompile, disassemble, modify, or reverse engineer by any means all or any part of the software.

The User undertakes to take the necessary measures to ensure that his/her activation key(s) are not accessed by a third party.

The User commits to respect the intellectual and industrial property rights that are owned by the University of Geneva on the software, to which PVsyst SA owns the licensing rights.

The User undertakes to cite the name of PVsyst if he/she publishes images (such as pictures or tables) that have been produced by the software.

The User undertakes to not communicate his/her customer ID and activation key to a third party.

Non-compliance by the User with these obligations will lead to civil and legal sanctions. In such cases, if the payment has already been made or if the activation key has already been provided to the User, PVsyst SA has the right to block the latter's access to the software without having to reimburse him/her.

10. Jurisdiction and applicable law

These general terms and the contractual relationship between both parties resulting from the use of the PVsyst software are governed by Swiss law. The place of jurisdiction is Geneva.