



TERMS AND CONDITIONS OF SOLARGIS DATA USE single user

These Terms and Conditions manage a contractual relationship between Customer and Solargis s.r.o. (“**Solargis**”). By accepting Terms and Conditions you warrant you are an authorized agent or the principal and have the capacity to enter into this agreement on behalf of the entity you represent.

You as a Customer agree to be bound by the following Terms and conditions.

Protection of Proprietary Rights

Customer acknowledges that it obtains only the right to use the Solargis® solar and meteo data (referred to as “**Data**”) consistent with these Terms and Conditions and that no right, title or interest in or to any copyrights, trademarks, or other proprietary rights relating to Data is transferred from Solargis to the Customer.

Solar resource data © 2018 Solargis, all rights reserved

Terms and Conditions

1. Solargis grants to Customer limited non-exclusive and non-transferable right to use the Data within the entity it represents.
2. The Data shall be used only by the Customer for his/her personal and/or internal business use. Customer shall not sell, license, rent, lease, publish, post, lend, assign or transfer in whole or in part, or provide unauthorized third parties access to the Data without the prior written consent of Solargis. No part of this restriction shall disallow the creation of studies, reports or analyses produced as a paid or unpaid service for a third party as long as the Data is not transferred to a third party and the source “**Solar resource data © 2018 Solargis**” shall always be referenced.
3. Customer shall not modify, decompile, disassemble, decrypt, extract or otherwise reverse the Data without the prior written consent of Solargis.
4. Customer may use only the Data or subset thereof for which it has paid the required service fee, which shall be in the amount as stipulated on the invoice. The right to use the Data is granted for an unlimited period of time provided that all applicable copyright notices are maintained with the Data or part thereof.
5. Customer shall not publish, transmit or communicate any competitive comparison, analysis or “benchmarking” of the Data without the prior written consent of Solargis. Published or posted analysis based in whole or in part on the Data must reference “Solar resource data © 2018 Solargis” as part of the final work.
6. Considering the nature of climate fluctuations, interannual and long-term changes as well as the uncertainty of measurements and applied methods, Customer acknowledges that Solargis cannot give any warranty on the accuracy of the Data. Solargis has done its utmost to make an assessment of climate conditions based on the best available data, software and knowledge.
7. Solargis shall in no way whatsoever be liable for results related to the use of the Data by Customer.
8. Customer shall indemnify, defend and hold harmless, its officers, employees and agents from and against any and all claims, actions, damages or injuries of any kind and nature arising out of any cause or event which is attributable to its use of the Data in breach of these Terms and Conditions.
9. Any conflict between these Terms and Conditions and any other form of agreement or terms shall be resolved in favour of the terms expressed in this agreement and in accordance with the laws of the Slovak Republic. In the event any of the provisions on these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be eliminated or limited to the minimum extent necessary so this agreement shall otherwise remain in full force and effect.

TERMS AND CONDITIONS OF SOLARGIS DATA USE
single user

10. These Terms and Conditions constitute the entire agreement between the Parties regarding the subject matter herein.

To contact Solargis please visit <http://solargis.com> or send us email to contact@solargis.com.