

SOLARGIS ONLINE APPLICATION TERMS OF 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 online application pvPlanner (“**Application**”) and acquired Solargis solar resource data (the “**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 use of Application and the Data is transferred from Solargis to 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 Application within the entity it represents. Solargis also grants to Customer limited non-exclusive and non-transferable right to use the Data.
2. Application shall be used only for acquiring the Data. Customer shall not copy, modify, license, disassemble, decrypt, extract or otherwise reverse web application.
3. Customer may sign in to and use Application account(s) for which the service fee was paid. The service fee covers both fee for use of Application and fee for use of the Data.
4. Customer acknowledges that the right to access Application is linked to one account exclusively. **Sharing account login and password with the third party and disclosing it to the public is prohibited.**
5. The acquired Data can be used by Customer for its own personal or internal business use. Customer shall not sell, license, rent, 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.
6. Customer shall not modify, decompile, disassemble, decrypt, extract or otherwise reverse the Data without the prior written consent of Solargis.
7. 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.
8. 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.
9. Solargis shall in no way whatsoever be liable for results related to the use of Application and/or the Data by Customer.
10. Customer shall indemnify, defend and hold harmless Solargis, its officers, employees and agents from and

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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 Application and the Data in breach of these Terms and Conditions.

11. 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.
12. The right to use Application is granted for the limited period, specified in the invoice. The term of use could be extended provided that the service fee for the next period is paid. Solargis shall have the right to terminate the access to Application if Customer breaches any of the obligations stipulated in Section 1 to 6 of these Terms and Conditions. In such case the right to use Application shall be deemed terminated by termination of Customer's account and Customer shall be notified thereof. Customer shall not be entitled to refund of the service fee or any part thereof. 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.
13. 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.