

# Software Support Contract for PVscout 2.0 Basic and Premium

(date: May 2018)



**SOLARSCHMIEDE Software GmbH**

between

and

SOLARSCHMIEDE Software GmbH  
Zenettistr. 34  
80337 Munich  
Germany

Company

Contact

Street

Postcode/town

Telephone

Fax

e-mail

- called the Provider in the following -

- called the Customer in the following

the following software support contract is concluded

## Art. 1 Service

- I. Software support covers supporting and maintaining the Provider's programs in whatever version is handed over to the Customer.
- II. The service includes the adaptation of the software to the national standardised statutory modifications, guidelines and ordinances within an appropriate time after they have been announced. For other amendments to standards or guidelines, the Provider is not obliged to make corresponding updates available.
- III. Software support includes obtaining functional updates and expansions within a program version.
- IV. The Provider is not liable for loss of profit, savings not made, damage as a consequence of defects, the loss and re-obtaining of data or comparable indirect damage, unless there is deliberate intent or gross negligence on the part of the Provider.
- V. Support in all matters concerning the installation, update, licence or operation in our office hours. (1st Level Support)
- VI. For technical support, training courses, planning support, we reserve the right to charge for these separately. However, we will inform you about this beforehand in any case. (2nd Level Support)
- VII. The Customer will support the Provider in rectifying defects and inform the Provider immediately in the case of discrepancies in the program or the data bases.

## Art. 2 Term

- I. The support contract comes into force when it is signed by the Provider.
- II. The term of this contract is 12 months from the start of validity of the contract according to the time defined in Art. 2 para. 1 of this contract. The term is automatically extended by a year at a time unless notice of termination is given in writing at least three months before the end of the term.
- III. Notice of termination can only be given at the earliest after 12 months from the time defined in Art. 2 para. 1 of this contract.

## Art. 3 Service, prices, methods of payment

- I. Prices for software support per year and per licence. Invoices will be presented each time the payment becomes due and will be sent by e-mail if an e-mail address is available, or else by post. Please enter the required number of licences. For the licences held, payment may only be made by bank transfer or direct debit; the methods of payment may not be mixed.

	Price excl. VAT p.a.	Number of licences
Software support PVscout 2.0 Premium	75.-	
Software support PVscout 2.0 Basic	60.-	

- II. The above amounts for software support are per year and statutory VAT must be added. Charging will start after conclusion of the contract and will be for a year at a time in advance. The support payments may be increased on 1 January each

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calendar year. The basis is the amount at the start of the contract. The invoice will be sent to your e-mail address if this is given in the contract. The payments are due on the date of the invoice and must be paid into the account of Solarschmiede Software GmbH within 14 days.

### III. Choose method of payment

#### Direct Debit

I herewith authorise Solarschmiede Software GmbH to take payments from my account by direct debit. At the same time, I instruct my bank to make the payments charged to my account by Solarschmiede Software GmbH.

Note: I may demand reimbursement of the debited amount within eight weeks, starting with the date of debit. The terms and conditions agreed with my bank shall apply.

(Possible for all banks participating in SEPA.)

IBAN: \_\_\_\_\_

BIC: \_\_\_\_\_

Name of bank: \_\_\_\_\_ Account holder: \_\_\_\_\_

Customer signature \_\_\_\_\_

**Our payee ID in the SEPA direct debit payment method: DE690000001467695**

### Art. 4 Other matters

- I. If any provisions of this contract are invalid or unfeasible or if they become invalid or unfeasible after conclusion of the contract, this shall not affect the validity of the contract as a whole. The invalid or unfeasible provision shall be replaced by the valid, feasible provision, the effects of which come as close as possible to the commercial objective which the contract parties pursued with the invalid and/or unfeasible provision. The above provisions apply accordingly in the event that there is an omission in the contract.
- II. There are no secondary agreements to this contract; all amendments to this contract must be in writing; this also applies for the cancellation of this written form requirement.
- III. The place of fulfilment and legal venue is Munich.
- IV. Our General Terms of Business apply, which you can access at [www.solarschmiede.com](http://www.solarschmiede.com).

### Consent to receive marketing information

- I. I would like to receive marketing information by e-mail from the Solarschmiede Software GmbH about products and services and I agree to my data being used for this purpose. The Solarschmiede will use this data only for this purpose.
- II. A revocation of this consent is possible at any time with effect for the future, via the way announced in the e-mail.

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Customer (signature, stamp if applicable)

### Procedure:

1. Please print out this software support contract,
2. complete all the necessary boxes legibly and sign it.
3. Please then send the contract by e-mail, fax or post to Solarschmiede Software GmbH.