

# Software Support for PVscout 2.0 Basic and Premium and PVscout Adaptations

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SOLARSCHMIEDE Software GmbH

## Software Support conditions Solarschmiede Software GmbH

### 1. Service

- 1.1. Software support covers supporting and maintaining the Provider's programs in whatever version is handed over to the Customer.
- 1.2. 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.
- 1.3. Software support includes obtaining functional updates and expansions within a program version.
- 1.4. 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.
- 1.5. Support in all matters concerning the installation, update, licence or operation in our office hours. (1st Level Support)
- 1.6. 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)
- 1.7. 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.

### 2. Term

- 2.1. The software maintenance period is 12 months.
- 2.2. 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.

### 3. Prices

- 3.1. Prices for software support are per year and per licence. Invoices will be presented each time the payment becomes due and will be sent by e-mail
- 3.2. The amounts for software support are per year and statutory VAT must be added. Charging will start after order of the customer and will be for a year at a time in advance. The support payments may be increased on 1 January each 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.

### 4. Other matters

- 1.1. 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.
- 1.2. 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.
- 1.3. The place of fulfilment and legal venue is Munich.
- 1.4. Our General Terms of Business apply, which you can access at [www.solarschmiede.com](http://www.solarschmiede.com).

### Contact

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