

14 DAY TRIAL LICENSE AGREEMENT

PLEASE READ THIS 14 DAY TRIAL LICENSE AGREEMENT CAREFULLY BEFORE YOU SUBMIT YOUR INFORMATION TO VIRTUOSOLAR TO PARTICIPATE IN THE FREE TRIAL OF THE VIRTUOSOLAR PROGRAM (the “VIRTUOSOLAR PROGRAM”) MADE AVAILABLE TO YOU AS PART OF THIS FREE TRIAL. THESE TERMS AND CONDITIONS ENTERED INTO BY YOU (“LICENSEE”) AND VIRTUOSOLAR (“LICENSOR”) ARE REFERRED TO AS THE OR THIS “AGREEMENT.”

BY ACCEPTING THIS AGREEMENT, BY SUBMITTING YOUR INFORMATION, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BECOME A LICENSEE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM LICENSEE SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT SUBMIT YOUR INFORMATION AND DOWNLOAD OR USE THE VIRTUOSOLAR PROGRAM.

1. Definitions

VIRTUOSOLAR PROGRAM:

- VIRTUOSOLAR PROGRAM is a software add-on for AutoCAD. The software lets a user design utility scale and commercial Solar PV plants on 3D terrains and rooftops.
- The software ensures consistent project design with automatically generated solar module and mounting structure layouts, electrical string mapping and numbering, string overview reports, cable calculations and bill of material.
- Due to its intelligent BIM functionalities and database, the add-on is able to detect conflicts.
- VIRTUOSOLAR PROGRAM operates on AutoCAD (2013-2015), the software provides user the flexibility to integrate a user’s own engineering house style and standards. Drawings can be exchanged via the standard DWG/DXF format.

2. Delivery and Documentation

LICENSOR agrees to provide executable versions of the VIRTUOSOLAR PROGRAM. LICENSEE shall install the VIRTUOSOLAR PROGRAM in accordance with documentation and materials provided by LICENSOR.

LICENSOR shall provide LICENSEE with electronic versions of the documentation for the VIRTUOSOLAR PROGRAM. LICENSEE may purchase printed copies of the documentation at LICENSOR standard prices for such printed documentation.

3. License

LICENSOR hereby grants to LICENSEE and LICENSEE accepts from LICENSOR a non-exclusive, non-transferable, royalty-free license solely for evaluation purposes.

4. Restrictions on Use

LICENSEE agrees not to:

- i. modify, reverse compile, disassemble, or otherwise reverse engineer the Virtuosolar Program, or allow anyone else to do so (except only to the extent such prohibition is contrary to applicable law);
- ii. attempt to access or use portions of the VIRTUOSOLAR PROGRAM code for which LICENSEE has not acquired a license; or
- iii. except as specifically authorized herein, distribute or transfer the VIRTUOSOLAR PROGRAM.

LICENSEE also agrees not to remove or destroy any proprietary markings or legends or any encrypted license keys or similar security devices placed upon or contained within any VIRTUOSOLAR PROGRAM.

Each VIRTUOSOLAR PROGRAM shall be used by the LICENSEE only for the purpose of evaluating suitability of the program for the LICENSEE's proposed applications. For the avoidance of any doubt all output generated from the VIRTUOSOLAR PROGRAM including models, input files, images including screenshots shall not be used for commercial or research purposes, publications, or presentations without the express written consent of LICENSOR. All files provided by LICENSOR and all output generated from these files shall remain the property of LICENSOR and shall not be used for purposes other than internal evaluation.

Any use of the VIRTUOSOLAR PROGRAM for a commercial purpose or to produce meshes having commercial value, including any project or mesh of a type performed in the normal course of a business or practice, is prohibited.

LICENSEE shall not use the VIRTUOSOLAR PROGRAM for the purpose of developing products which compete with the VIRTUOSOLAR PROGRAM. In no event shall LICENSEE make all or any part of the VIRTUOSOLAR PROGRAM available to any third person as part of a data services operation or application services provider or otherwise.

All use of the VIRTUOSOLAR PROGRAM shall be under the direct supervision and control of the LICENSEE. LICENSEE hereby asserts to be fully cognizant of the terms and conditions of this AGREEMENT, and to have the authority to exercise such supervision and control.

Each licensed VIRTUOSOLAR PROGRAM shall only be used at any time on a uniquely identified computer processor (node-locked license).

LICENSEE understands and acknowledges that it is granted only those rights set out in this AGREEMENT and no other rights.

5. Ownership

LICENSEE acknowledges and agrees that neither this AGREEMENT grants LICENSEE any title or rights of ownership in the VIRTUOSOLAR PROGRAM or any right to use, copy, transfer or disclose all or any portion of the VIRTUOSOLAR PROGRAM except as expressly provided in this AGREEMENT.

All right, title, and interest in the VIRTUOSOLAR PROGRAM and in any ideas and know-how which are developed by LICENSOR in the course of providing any technical services, including any enhancements or modifications made to a VIRTUOSOLAR PROGRAM, shall at all time remain the property of LICENSOR. LICENSEE acknowledges and agrees that the VIRTUOSOLAR PROGRAM is licensed, not sold.

6. Duration

The license granted under this AGREEMENT shall commence for the VIRTUOSOLAR PROGRAM on the date that the license key for that VIRTUOSOLAR PROGRAM has been sent to the LICENSEE.

Unless earlier terminated as provided in Section 12 (Termination), the license as to the VIRTUOSOLAR PROGRAM licensed on a periodic basis shall continue for a license period of 14 days. The license shall terminate fourteen ("14") days from receipt of the License Key, at which time the LICENSEE must return or delete all copies of the VIRTUOSOLAR PROGRAM.

7. Charges and Payment

LICENSOR will provide LICENSEE trial license free of all charges and fees for the period specified in a License Supplement.

LICENSOR reserves the right to change its prices, including license fees, after the trial period ends.

8. Maintenance, Enhancement and Support

Support for the duration of the trial license will be provided at LICENSOR's sole discretion and may be conditioned upon payment of additional fees.

9. Non-Disclosure

For a period of ten (10) years from the last date that LICENSOR delivers to LICENSEE the VIRTUOSOLAR PROGRAM or any update or improvement thereto, LICENSEE shall

- i. keep confidential and utilize its best efforts to prevent unauthorized disclosure or use of the VIRTUOSOLAR PROGRAM, and

- ii. treat the VIRTUOSOLAR PROGRAM with the same degree of care as it treats like information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use, and
- iii. not make or permit to be made any more copies of the VIRTUOSOLAR PROGRAM than are necessary for the LICENSEE 's internal use of the VIRTUOSOLAR PROGRAM.

The obligations in this Section shall not extend to any part of the VIRTUOSOLAR PROGRAM which is now or hereafter publicly known by virtue of disclosures not attributable to LICENSEE, its agents, employees, consultants, contractors, or any other person or entity under similar restriction not to make such disclosures.

10. Disclaimer of Warranty

The VIRTUOSOLAR PROGRAM is provided to Licensee on an “as is” basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement of third party rights, are hereby disclaimed to the maximum extent as permitted by applicable law.

11. Limitation of Liability

- a. In now event shall either party be liable to the other party for any lost profits or revenue or for any indirect, special, cover, punitive, incidental or consequential damages, arising under this AGREEMENT and whether or not such party has been advised of the possibility of such damages. The foregoing disclaimer shall not apply to the extent prohibited by applicable law
- b. LICENSOR shall not have any liability with respect to any loss or damage related to or arising from:
 - i. any failure of the VIRTUOSOLAR PROGRAM to perform as specified herein except as and to the extent otherwise expressly provided herein; or
 - ii. any use or application of the VIRTUOSOLAR PROGRAM or the results or decisions made or obtained by users of the VIRTUOSOLAR PROGRAM.
- c. The total of LICENSOR's liabilities to LICENSEE for damages, if any, shall not exceed the amounts paid by LICENSEE under this AGREEMENT during the twelve (12) months preceding the assertion of LICENSEE's claim.
- d. No action, regardless of form, arising out of any transaction under this AGREEMENT may be brought by LICENSEE more than one year after the LICENSEE has, or by the exercise of reasonable diligence should have had, knowledge of the occurrence which gives rise to such action.

12. Termination

Trial/Evaluation Licenses will terminate automatically on the expiration date if not renewed pursuant to the terms of the License as further defined in Section 6 (Duration) above.

- a. LICENSOR shall have the right without further obligation or liability to LICENSEE to terminate this AGREEMENT and LICENSEE's license hereunder as to the VIRTUOSOLAR PROGRAM.
- b. The following obligations shall survive termination of this AGREEMENT for any reason: (i) LICENSEE's obligations under Sections 9 (Non-Disclosure); and (ii) Paragraph (c) of this Section. Termination of this AGREEMENT will not relieve either.
- c. Upon the termination of this AGREEMENT as to the VIRTUOSOLAR PROGRAM, the license and all other rights granted to LICENSEE as to the VIRTUOSOLAR PROGRAM hereunder shall immediately cease, and LICENSEE shall immediately:
 - i. return the VIRTUOSOLAR PROGRAM to LICENSOR including all documentation, manuals and copies in respect of the VIRTUOSOLAR PROGRAM;
 - ii. purge all copies of the VIRTUOSOLAR PROGRAM and any portions thereof from all CPU's and storage media and devices on which LICENSEE has placed or allowed others to place the VIRTUOSOLAR PROGRAM; and
 - iii. upon request provide LICENSOR with written certification that LICENSEE has complied with its obligations under this Paragraph 12(c).

13. Successors and Assignees

LICENSEE expressly acknowledges that:

- a. This AGREEMENT shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assignees, and references to a Party in this AGREEMENT shall include its successors and permitted assignees.
- b. In this AGREEMENT references to a Party include references to a person:
 - i. who for the time being is entitled (by assignment, novation or otherwise) to that Party's rights under this AGREEMENT (or any interest in those rights); or
 - ii. who, as administrator, liquidator or otherwise, is entitled to exercise those rights,

and in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that Party. For this purpose, references to a Party's rights under this AGREEMENT include any similar rights to which another person becomes entitled as a result of a novation of this AGREEMENT.

14. Nature of the AGREEMENT

- a. LICENSEE shall not have the right to assign or otherwise transfer its rights or obligations under this AGREEMENT except with the written consent of the other party.
- b. This AGREEMENT contains the entire AGREEMENT between the LICENSOR and LICENSEE with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the LICENSOR and LICENSEE.
- c. LICENSEE acknowledges that, in entering into this AGREEMENT, it does not rely on any representation, warranty or other provision except as expressly provided in this

AGREEMENT, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- d. No failure or delay by LICENSOR in exercising any of its rights under this AGREEMENT shall be deemed to be a waiver of that right, and no waiver by LICENSOR of a breach of any provision of this AGREEMENT by LICENSEE shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. General Provisions

- a. United States Government Users; The VIRTUOSOLAR PROGRAM and related Modifications were fully developed at private expense and are commercial computer software as defined in FAR 2.101. Any related documentation, technical data, or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the VIRTUOSOLAR PROGRAM, related documentation, technical data, services, or any deliverable to the United States Government are specified in this AGREEMENT. All other uses are prohibited and no ownership rights are conferred.
- b. LICENSOR and LICENSEE agree that, in the event that one or more of the provisions of this AGREEMENT is found to be unlawful, invalid or otherwise unenforceable, that those provisions shall be deemed severed from the remainder of this AGREEMENT. The remainder of this AGREEMENT shall be valid and enforceable.
- c. This AGREEMENT shall be governed by and construed in accordance with the laws of the Netherlands and the parties agree to submit to the exclusive jurisdiction of the Netherlands courts, and shall not be governed by the United Nations Convention on the International Sale of Goods.
- d. This AGREEMENT supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore had between the parties related to this AGREEMENT. LICENSEE acknowledges that it has not been induced to enter into this AGREEMENT by any representations or statements, oral or written, not expressly contained herein. The terms and conditions of this AGREEMENT shall prevail, notwithstanding any variance with the terms and conditions of any order or other instrument submitted by LICENSEE.
- e. This AGREEMENT shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the parties hereto.
- f. The obligations of LICENSEE under Sections 4 (Restrictions on Use) and 9 (Non-Disclosure) hereof are of a special and unique character which gives them a peculiar value to LICENSOR for which LICENSOR cannot be reasonably or adequately compensated in damages in the event LICENSEE breaches such obligations. Therefore LICENSOR shall, in addition to other remedies which may be available, be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of such obligations.