PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE PSCAD MODEL.

BY CLICKING ON THE "I ACCEPT THE AGREEMENT" BUTTON, INSTALLING THE PSCAD MODEL, OPENING THE FILE AND/OR USING THE PSCAD MODEL, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "I DO NOT ACCEPT THE AGREEMENT" BUTTON AND IMMEDIATELY STOP THE INSTALLATION PROCESS. PLEASE RETURN THE PSCAD MODEL TO SMA (engineering-support@sma.de).

SMA and its affiliates grant to Customer ("Customer") a nonexclusive, nontransferable and revocable license to use the SMA PSCAD Model ("Model") in object code form: (i) installed in a single location on a hard disk or other storage device of up twenty computers owned or leased by Customer ("Permitted Number of Computers"); or (ii) provided the Software is configured for network use, installed on a single file server for use on a single local area network for either (but not both) of the following purposes: (a) permanent installation onto a hard disk or other storage device of up to the Permitted Number of Computers; or (b) use of the Software over such network, provided the number of computers connected to the server does not exceed twenty (the "Permitted Number of Computers). In the event the Permitted Number of Computers is exceeded, SMA at its option terminate this Agreement and Customer shall return the Model to SMA.

Customer may not copy the Model in whole or in part or remove any copyright, confidentiality, and proprietary notices that appear on the Model.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, CUSTOMER SHALL NOT MODIFY THE MODEL; REVERSE ENGINEER, DE-COMPILE OR DISASSEMBLE ALL OR ANY PORTION OF THE MODEL; RENT, LEASE, DISTRIBUTE, SELL, CREATE DERIVATIVE WORKS OF THE MODEL. SUBJECT TO ANY JURISDICTION-SPECIFIC ADDITIONAL TERMS (SEE BELOW), THE MODEL IS PROVIDED AS-IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

Customer agrees that aspects of the Model, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of SMA. Customer agrees not to disclose, provide, or otherwise make available the Model in any form to any third party without the prior written consent of SMA. Customer agrees to implement reasonable security measures to protect the Model from disclosure or dissemination. Title to the Model and accompanying documentation shall remain solely with SMA.

TO THE EXTENT PERMITTED BY LAW SUBJECT TO ANY JURISDICTION-SPECIFIC ADDITIONAL TERMS (SEE BELOW), IN NO EVENT WILL SMA OR ITS AFFILIATES BE LIABLE FOR ANY LOST REVENUE, LOSS OF PRODUCTION, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE MODEL EVEN IF SMA OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SMA OR ITS AFFILIATES HAVE ANY LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This Agreement is effective until terminated. This Agreement may be terminated immediately without prior written notice from SMA. Upon termination, Customer will, at SMA's option, return the model and any accompanying documentation to SMA or destroy the Model and any documentation and will certify the same.

If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement with respect to the use of the Model.

For Customers located in the United States of America, the following terms apply:

The Model, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. If any portion hereof is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement with respect to the use of the Model.

Restricted Rights – The Model is provided to non-DOD agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the Government is subject to the restrictions as set forth in subparagraph "C" of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19. In the event the sale is to a DOD agency, the government's rights in the Model, supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and DFARS 227.7202. Manufacturer is SMA Solar Technology AG at Sonnenallee 1 Niestetal, Germany.

For Customers located in Australia, the following terms apply:

Certain legislation including the Australian Competition and Consumer Act 2010 (Cth) may imply warranties or conditions or impose guarantees or obligations which cannot be excluded, restricted or modified to a limited extent. This Agreement must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent that SMA is entitled to do so, SMA limits its liability in respect of any claim or any breach of any warranties, statutory guarantees, conditions or undertakings which cannot be excluded, restricted or modified to:

(a) in the case of goods, at SMA's option:

(i) the replacement of the goods or supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv)   the payment of the cost of having the goods repaired; and

(b) in the case of services, at SMA's option:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

This Agreement shall be governed by and construed in accordance with the laws in force in New South Wales, Australia, as if performed wholly within the state and without giving effect to the principles of conflict of law.