



Inion End User License Agreement

Table of Contents

- Section 1. Scope and Applicability
- Section 2. Using Inion Technology
- Section 3. Additional Conditions of Use
- Section 4. Fees
- Section 5. Confidential Information and Use of Data
- Section 6. Ownership
- Section 7. Indemnification
- Section 8. Warranties and Representations
- Section 9. Liability
- Section 10. Termination and Suspension
- Section 11. General Provisions
- Section 12. Definitions

Section 1. Scope and Applicability

- 1.1. This End User License Agreement (“**EULA**”) between You and Inion covers Your use of the Products and Software („**Inion Technology**“). This document also incorporates any Product Specific Terms that may apply to the Inion Technology You acquire. Definitions of capitalized terms are in Section 12 (Definitions).
- 1.2. You agree to be bound by the terms of this EULA through (a) Your download, installation, or use of the Inion Technology; or (b) Your express agreement to this EULA.
- 1.3. If You do not have authority to enter into this EULA or You do not agree with its terms, do not use the Inion Technology.

Section 2. Using Inion Technology

- 2.1. **License and Right to Use.** Inion grants You a non-exclusive, non-transferable license to use the Software for Your direct benefit during the Usage Term and as set out in Your agreement with Inion or Entitlement and this EULA (collectively, the “**Usage Rights**”).
- 2.2. **Account Registration.** You must register for an account with us through one of Inion suggested channels in order to place orders, access or receive Inion Technology. Your registration information must be accurate, current and complete. You must keep your registration current so that we may send notices, statements and other information to you by email or through your account. You are responsible for all actions taken through your account, including orders made or Apps enabled (which may incur fees).
- 2.3. **Acknowledgement.** You will be assumed to have obtained permission from the owners of the computer and other devices that are controlled, but not owned by You, to use the Inion Technology. You accept responsibility in accordance with the terms of this EULA for the use of the Software and Inview 2.0 on or in relation to any device, whether or not it is owned by You. You acknowledge that the Inview 2.0, the Inion Technology and Inion services may be dependent upon other parties. We try to ensure that the Inview 2.0, the Inion Technology and Inion services are available to you at all times, though we can't promise that they will always be available or work perfectly (for example, in the case of maintenance, fraud, or a fault in the systems used to provide the Inview 2.0). These events are sometimes outside of our control.
- 2.4. **Authorized Users.** Only Authorized Users may access and use the Inion Technology. Inion Technology may allow you to designate different types of Authorized Users, in which case pricing and functionality may vary according to the type of Authorized User. You are responsible for compliance with this EULA by all Authorized Users, including what Authorized Users do with your data, and for all fees incurred by Authorized Users (or from adding Authorized Users). All use of Inion Technology must be solely for the benefit of you or your Affiliates and must be within the agreed scope of use.
- 2.5. **Use by Third Parties.** You may permit Authorized Third Parties to exercise the Usage Rights on Your behalf, provided that You are responsible for (a) ensuring that such Authorized Third Parties comply with this EULA and (b) any breach of this EULA by such Authorized Third Parties.

- 2.6. Beta and Trial Use.** If Inion grants You Usage Rights in the applicable Inion Technology on a demo, trial, evaluation, beta or other free-of-charge basis (“**Evaluation Software and Services**”), You may only use the Evaluation Software and Services on a temporary basis for the period limited by the license key or specified by Inion in writing. If there is no period identified, such use is limited to 30 days after the Evaluation Software and Services are made available to You. If You fail to stop using and/or return the Evaluation Software and Services or the equipment on which it is authorized for use by the end of the trial period, You may be invoiced for its list price and agree to pay such invoice. Inion, in its discretion, may stop providing the Evaluation Software and Services at any time, at which point You will no longer have access to any related data, information, and files and must immediately cease using the Inion Technology. The Evaluation Software and Services may not have been subject to Inion’s usual testing and quality assurance processes and may contain bugs, errors, or other issues. Except where agreed to in writing by Inion, You will not put Evaluation Software and Services into production use. Inion provides Evaluation Software and Services “AS-IS” without support or any express or implied warranty or indemnity for any problems or issues, and Inion will not have any liability relating to Your use of the Evaluation Software and Services.
- 2.7. Upgrades of Software.** You may only use upgraded (latest) version of the Software. Inion does not provide the ability for You to use an older version of the Software or restore an older version of the Software after obtaining a newer version.
- 2.8. Subscription Renewal.** Usage Rights in Inion Technology acquired on a subscription basis will automatically renew for the renewal period indicated on the order You placed with Inion (“**Renewal Term**”) unless: (a) You notify Inion in writing at least 45 days before the end of Your then-current Usage Term of Your intention not to renew; or (b) You elect not to auto-renew at the time of the initial order placed with Inion. Inion will notify You reasonably in advance of any Renewal Term if there are fee changes. The new fees will apply for the upcoming Renewal Term unless You promptly notify Inion in writing, before the renewal date, that You do not accept the fee changes. In that case, Your subscription will terminate at the end of the current Usage Term.
- 2.9. Acceptable use restrictions.** You must not:
- a) Use the Inion Technology in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software or any operating system.
 - b) Infringe Inion intellectual property rights or those of any third party in relation to your use of the Software, including the submission of any material.
 - c) Use the Inion Technology in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.
 - d) Collect or harvest any information or data from the Inion Technology or our systems or attempt to decipher any transmissions to or from the servers running the Inion Technology.
 - e) Modify or otherwise create derivative works or improvements of the Inion Technology.
 - f) Reverse engineer, disassemble, decode or otherwise attempt to derive or gain access to the source code of the Inion Technology or any part thereof.
 - g) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Inion Technology, including any copy thereof.
 - h) Rent, lease, lend, sell, sublicense, assign, transfer or otherwise make available Inion Technology or any features or functionality of the Inion Technology, to any third party for any reason.

Section 3. Additional Conditions of Use

- 3.1. Inion Technology Generally.** Unless expressly agreed by Inion, You may not (a) transfer, sell, sublicense, monetize or make the functionality of any Inion Technology available to any third party; (b) use the Software on second hand or refurbished Inion equipment not authorized by Inion, or use Software that is licensed for a specific device on a different device; (c) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks; (d) reverse engineer, decompile, decrypt, disassemble, modify, or make derivative works of the Inion Technology; or (e) use Inion Content other than as part of Your permitted use of the Inion Technology.
- 3.2. Evolving Inion Technology.** Inion may: (a) enhance or refine a Software, although in doing so, Inion will not materially reduce the core functionality of that Software, except as contemplated in this Section; and (b) perform scheduled maintenance of the Software used, during which time You may experience some disruption to that Software. Whenever reasonably practicable, Inion will provide You with advance notice of such maintenance. You acknowledge that, from time to time, Inion may need to perform

emergency maintenance without providing You advance notice, during which time Inion may temporarily suspend Your access to, and use of, the Software.

- 3.3. Inion may end the life of Inion Technology („EOL“), including component functionality, by providing written notice on www.inionsoftware.com. If You prepaid a fee for Your use of the Inion Technology that becomes EOL before the expiration of Your then-current Usage Term, Inion will use commercially reasonable efforts to transition You to a substantially similar Inion Technology. If Inion does not have substantially similar Inion Technology, then Inion will credit You any unused portion of the prepaid fee for the Inion Technology that has been declared EOL (“EOL Credit”). The EOL Credit will be calculated from the last date the applicable Inion Technology is available to the last date of the applicable Usage Term. Such credit can be applied towards the future purchase of Inion products.
- 3.4. **Using Inview 2.0.** You may need to use Inview 2.0 to properly use, manage and take advantage of the technological capabilities offered by Inion Technology. To use Inview 2.0, you must read the mobile app usage rules at www.inionsoftware.com. Inion apps for Inion Technology use are considered “Software” under this Agreement.
- 3.5. **System Requirements.** You are solely responsible for ensuring that your systems meet the hardware, software and any other applicable system requirements for the Software as specified in the Documentation. Inion will have no obligations or responsibility under this EULA or any related agreement with You for issues caused by your use of any third-party hardware or software not provided by Inion.
- 3.6. **Protecting Account Access.** You will keep all account information up to date, use reasonable means to protect Your account information, passwords and other login credentials, and promptly notify Inion of any known or suspected unauthorized use of or access to Your account.
- 3.7. **Use with Third Party Products.** If You use the Inion Technology together with third-party products, such use is at Your risk. You are responsible for complying with any third-party provider terms, including its privacy policy. Inion does not provide support or guarantee ongoing integration support for products that are not a native part of the Inion Technology.
- 3.8. **Support.** During the period for which You have paid the applicable fee for use of Inion Technology, Inion will provide support services for this specific Inion Technology. Inion provides support services to customers via email - support@inionsoftware.com. Inion undertakes to respond to any enquiry, complaint or request received from a customer within no later than 2 working days, by assigning a responsible employee who will provide the customer with a response or a solution to the problem within 5 working days. Inion does not provide telephone support services. Inion provides support services on weekdays between 8:00 - 17:00 EET.
- 3.9. **Maintenance and warranty.** Inion does not provide maintenance or warranty services. The customer shall contact Inion Technology at support@inionsoftware.com for any faults, malfunctions, stalls or incorrect operation of Inion Technology (functionality that does not comply with the Product Specific Terms or Documentation) and Inion undertakes to offer the customer a solution to the problem within the shortest possible time.

Section 4. Fees

- 4.1. Fees for Your use of Inion Technology set out in Your Entitlement and related purchase terms with Inion. If You use Inion Technology beyond Your Entitlement (“**Overage**”), the Inion may invoice You, and You agree to pay, for such Overage.

Section 5. Confidential Information and Use of Data

- 5.1. **Confidentiality.** Recipient will hold in confidence and use no less than reasonable care to avoid disclosure of any Confidential Information to any third party, except for its employees, affiliates, and contractors who have a need to know (“**Permitted Recipients**”). Recipient: (a) must ensure that its Permitted Recipients are subject to written confidentiality obligations no less restrictive than the Recipient’s obligations under this EULA, and (b) is liable for any breach of this Section by its Permitted Recipients. Such nondisclosure obligations will not apply to information that: (i) is known by Recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of Recipient; or (iii) is independently developed by Recipient. Recipient may disclose Discloser’s Confidential Information if required under a regulation, law or court order provided that Recipient provides prior notice to Discloser (to the extent legally permissible) and reasonably cooperates, at Discloser’s expense, regarding protective actions pursued by Discloser. Upon the reasonable request of Discloser, Recipient will either return, delete or destroy all Confidential Information of Discloser and certify the same.

- 5.2. How We Use Data.** Inion will access, process and use data in connection with Your use of the Inion Technology in accordance with applicable privacy and data protection laws. For further detail, please visit <https://inionsoftware.com/privacy-policy/>.
- 5.3. Notice and Consent.** To the extent Your use of the Inion Technology requires it, You are responsible for providing notice to, and obtaining consents from, individuals regarding the collection, processing, transfer and storage of their data through Your use of the Inion Technology.

Section 6. Ownership

- 6.1.** Except where agreed in writing, nothing in this EULA transfers ownership in, or grants any license to, any intellectual property rights. You retain any ownership of Your data and Inion retains ownership of the Inion Technology and Inion Content.
- 6.2.** By providing Inion any feedback or ideas, suggestions, recommendations, modifications or improvements of the Software or Documentation ("**Feedback**"), You and/or your Authorized User, by choosing to disclose such a proposal to Inion, grant Inion all title and ownership and all intellectual property rights to such Feedback. Inion is free to use and incorporate such Feedback in Inion's services or Inion Technology, without payment of royalties or other consideration to You or liability of any kind.

Section 7. Indemnification

- 7.1. Claims.** Inion will defend any third-party claim against You that Your valid use of Inion Technology under Your Entitlement infringes a third party's patent, copyright or registered trademark ("**IP Claim**"). Inion will indemnify You against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, provided that You: (a) promptly notify Inion in writing of the IP Claim; (b) fully cooperate with Inion in the defense of the IP Claim; and (c) grant Inion the right to exclusively control the defense and settlement of the IP Claim, and any subsequent appeal. Inion will have no obligation to reimburse You for attorney fees and costs incurred prior to Inion's receipt of notification of the IP Claim. You, at Your own expense, may retain Your own legal representation.
- 7.2. Additional Remedies.** If an IP Claim is made and prevents Your exercise of the Usage Rights, Inion will either procure for You the right to continue using the Inion Technology or replace or modify the Inion Technology with functionality that is at least equivalent. Only if Inion determines that these alternatives are not reasonably available, Inion may terminate Your Usage Rights granted under this EULA upon written notice to You and will refund You a prorated portion of the fee You paid for the Inion Technology for the remainder of the unexpired Usage Term.
- 7.3. Exclusions.** Inion has no obligation with respect to any IP Claim based on: (a) compliance with any designs, specifications, or requirements You provide or a third party provides on Your behalf; (b) Your modification of any Inion Technology or modification by a third party; (c) the amount or duration of use made of the Inion Technology, revenue You earned, or services You offered; (d) combination, operation, or use of Inion Technology with non-Inion products, software or business processes; (e) Your failure to modify or replace Inion Technology as required by Inion; or (f) any Inion Technology provided on a no charge, beta or evaluation basis.
- 7.4.** This Section 7 states Inion's entire obligation and Your exclusive remedy regarding any IP Claims against You.
- 7.5.** You agree to indemnify and hold Inion, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs), arising out of Your use of the Inion Technology, or Your violation of the EULA or any rights of a third party.
- 7.6.** Inion assumes no liability hereunder for, and shall have no obligation to defend You or to pay costs, damages or attorney's fees for, any claim based upon any modifications to any of the Inion Technology not approved by Inion or combination of any of the Inion Technology with products not approved by Inion, and only to the extent that such modification or combination contributes to such claim.

Section 8. Warranties and Representations

- 8.1. Performance.** Inion warrants that: (a) during the Usage Term, Software substantially complies with the Documentation; and (b) for a period governed by applicable law from the Delivery date or longer as stated in Documentation, the Products substantially complies with the Documentation and during the Usage Term, Inion provides the related services with commercially reasonable skill and care in accordance with the Documentation and Product Specific Terms.

- 8.2. Malicious Code.** Inion will use commercially reasonable efforts to deliver the Inion Technology free of Malicious Code.
- 8.3. Qualifications.** Sections 8.1 and 8.2 do not apply if the Inion Technology or the equipment on which it is authorized for use: (a) has been altered, except by Inion or its authorized representative; (b) has been subjected to abnormal physical conditions, accident or negligence, or installation or use inconsistent with this EULA or Inion's instructions; (c) is acquired on a no charge, beta or evaluation basis. Upon Your prompt written notification to Inion during the warranty period of Inion's breach of this Section 8, Your sole and exclusive remedy (unless otherwise required by applicable law) is, at Inion's option, either (i) repair or replacement of the applicable Inion Technology or (ii) a refund of the (a) license fees paid or due for the non-conforming Software, or (b) the fees paid for the period in which the Inion Technology did not comply, excluding any amounts paid under a service level agreement/objective, if applicable.
- 8.4.** Where Inion provides a refund of license fees paid for Software, You must return or destroy all copies of the applicable Software. Except as expressly stated in this Section, to the extent allowed by applicable law, Inion expressly disclaims all warranties and conditions of any kind, express or implied, including without limitation any warranty, condition or other implied term as to merchantability, fitness for a particular purpose or non-infringement, or that the Inion Technology will be secure, uninterrupted or error free. If You are a consumer, You may have legal rights in Your country of residence that prohibit the limitations set out in this Section from applying to You, and, where prohibited, they will not apply.

Section 9. Liability

- 9.1.** Neither party will be liable for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings. The maximum aggregate liability of each party under this EULA is limited to (a) for claims solely arising from Inion Technology, the fees received by Inion for that Inion Technology; or (b) for all other claims, the fees received by Inion for the applicable Inion Technology and attributable to the 12 month period immediately preceding the first event giving rise to such liability.
- 9.2.** These limitations of liability do not apply to liability arising from (a) Your failure to pay all amounts due; or (b) Your breach of Sections 2.1 (License and Right to Use), 3.1 (Inion Technology Generally). This limitation of liability applies whether the claims are in warranty, contract, tort (including negligence), infringement, or otherwise, even if either party has been advised of the possibility of such damages. Nothing in this EULA limits or excludes any liability that cannot be limited or excluded under applicable law. This limitation of liability is cumulative and not per incident.

Section 10. Suspension and Termination

- 10.1. Suspension.** To the extent permitted by applicable law, Inion can suspend any Inion Technology or Inview 2.0, or suspend your right to use any Inion Technology or Inview 2.0, as it determines for any valid reason. By way of example, we may suspend or terminate a Inion Technology or Inview 2.0 if you have, or if we reasonably believe you have, violated this EULA, or in connection with any event or legal development beyond our control that hinders or prevents our ability to offer any Inion Technology or Inview 2.0. To the extent reasonable, we will notify you at least twenty-four (24) hours in advance of any such suspension or termination. However, if you materially violate this Agreement (including any use of Inion's resources that exceeds or circumvents Inion's reasonable restrictions, such as accesses, calls or other uses of any application programming interface or server resources that Inion makes available), we can immediately suspend or terminate your right to use any Inion Technology or Inview 2.0. In addition, we have no obligation to support any older version of a Product, Software or Inview 2.0 once a new version of such Inion Product, Software or Inview 2.0 App is released.
- 10.2. Termination.** If a party materially breaches this EULA and does not cure that breach within 30 days after receipt of written notice of the breach, the non-breaching party may terminate this EULA for cause. Inion may immediately terminate this EULA if You breach Sections 2.1 (License and Right to Use), 3.1 (Inion Technology Generally).
- 10.3.** Upon termination of the EULA, You must stop using the Inion Technology and destroy any copies of Software and Confidential Information within Your control. If this EULA is terminated due to Inion's material breach, Inion will refund You, the prorated portion of fees You have prepaid for the Usage Rights beyond the date of termination.
- 10.4.** Upon Inion's termination of this EULA for Your material breach, You will pay Inion any unpaid fees through to the end of the then-current Usage Term. If You continue to use or access any Inion Technology after termination, Inion may invoice You, and You agree to pay, for such continued use.

Section 11. General Provisions

- 11.1. Survival.** Sections 4, 5, 6, 8, 9, 10 and 11 survive termination or expiration of this EULA.
- 11.2. Third Party Beneficiaries.** This EULA does not grant any right or cause of action to any third party.
- 11.3. Assignment and Subcontracting.** Except as set out below, neither party may assign or novate this EULA in whole or in part without the other party's express written consent. Inion may (a) by written notice to You, assign or novate this EULA in whole or in part to an Affiliate of Inion, or otherwise as part of a sale or transfer of any part of its business; or (b) subcontract any performance associated with the Inion Technology to third parties, provided that such subcontract does not relieve Inion of any of its obligations under this EULA.
- 11.4. Inion Partner Transactions.** If You purchase Inion Technology from a Inion Partner, the terms of this EULA apply to Your use of that Inion Technology and prevail over any inconsistent provisions in Your agreement with the Inion Partner.
- 11.5. Modifications to the EULA.** Inion may change this EULA or any of its components by updating this EULA on www.inionsoftware.com. Changes to the EULA apply to any Entitlements acquired or renewed after the date of modification.
- 11.6. Compliance with Laws.** Each party will comply with all laws and regulations applicable to their respective obligations under this EULA. Inion may restrict the availability of the Inion Technology in any particular location or modify or discontinue features to comply with applicable laws and regulations.
- 11.7. Governing Law and Venue.** The laws and other legal acts of the Republic of Lithuania shall apply to this EULA, its form, interpretation, as well as solution of any claims arising from it. Any dispute, controversy or claim, arising out of or relating to this EULA, its breach, termination or validity shall be finally settled in the respective court of the Republic of Lithuania subject to the rules of jurisdiction. The substantive law of the Republic of Lithuania shall be applicable to the dispute.
- 11.8. Notice.** Any notice delivered by Inion to You under this EULA will be delivered via email, regular mail or postings on www.inionsoftware.com. Notices to Inion should be sent to UAB „Inion LT“, Smolensko str. 10, LT-03201 Vilnius, Lithuania or info@inionsoftware.com, unless this EULA, applicable Product Specific Terms or an order specifically allows other means of notice.
- 11.9. Force Majeure.** Except for payment obligations, neither party will be responsible for failure to perform its obligations due to an event or circumstances beyond its reasonable control.
- 11.10. No Waiver.** Failure by either party to enforce any right under this EULA will not waive that right.
- 11.11. Severability.** If any portion of this EULA is not enforceable, it will not affect any other terms.
- 11.12. Entire agreement.** This EULA is the complete agreement between the parties with respect to the subject matter of this EULA and supersedes all prior or contemporaneous communications, understandings or agreements (whether written or oral).
- 11.13. Translations.** Inion may provide local language translations of this EULA in some locations. You agree that those translations are provided for informational purposes only and if there is any inconsistency, the English version of this EULA will prevail.
- 11.14. Order of Precedence.** If there is any conflict between this EULA and any Product Specific Terms expressly referenced in this EULA, the order of precedence is: (a) such Product Specific Terms; (b) this EULA (excluding the Product Specific Terms and any Inion policies); then (c) any applicable Inion policy expressly referenced in this EULA.

Section 12. Definitions

“**Affiliate**” means any corporation or company that directly or indirectly controls, or is controlled by, or is under common control with the relevant party, where “control” means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (e.g., a contract that allows control).

“**Authorized Third Parties**” means Your Users, Your Affiliates, Your third-party service providers, and each of their respective Users permitted to access and use the Inion Technology on Your behalf as part of Your Entitlement.

“**Inion**” “we” “our” or “us” means UAB „Inion LT“ or its applicable Affiliate(s).

“**Inion Content**” means any (a) content or data provided by Inion to You as part of Your use of the Inion Technology and (b) content or data that the Inion generates or derives in connection with Your use.

“**Inion Partner**” means a Inion authorized reseller, distributor or systems integrator authorized by Inion to sell Inion Technology.

“**Confidential Information**” means non-public proprietary information of the disclosing party (“**Discloser**”) obtained by the receiving party (“**Recipient**”) in connection with this EULA, which is (a) conspicuously marked as confidential or, if verbally disclosed, is summarized in writing to the Recipient within 14 days and marked as

confidential; or (b) is information which by its nature should reasonably be considered confidential whether disclosed in writing or verbally.

“Delivery Date” means the date agreed in Your Entitlement, or where no date is agreed: (a) where Usage Rights in Services or Products are granted separately: (i) for Software, the earlier of the date Software is made available for download or installation, or the date that Inion ships the tangible media containing the Software, and (ii) for Products, the date on which the Products are made available for Your use; or (b) where Usage Rights in Products and Software are granted together, the earlier of the date Software is made available for download, or the date on which the Products are made available for Your use.

“Documentation” means the technical specifications and usage materials officially published by Inion specifying the functionalities and capabilities of the applicable Inion Technology.

“Entitlement” means the specific metrics, duration, and quantity of Inion Technology that You commit to acquire from Inion or use for certain period of time.

„Inview 2.0” means Inion mobile app dedicated for real time monitoring, information analysis and control of Inion Products and Software.

“Malicious Code” means code that is designed or intended to disable or impede the normal operation of, or provide unauthorized access to, networks, systems, Software or Products other than as intended by the Inion.

„Product“ or **“Inion Product”** means any of the Inion products – (i) solarone TH, solarone 30, solarone 100 or solarone 1000 loggers, (ii) solarone custom, solarone PM1 or solarone PM3 power meters with integrated logger or any other equipment sold, provided or transferred by Inion to the customer for use in accordance with the terms and conditions agreed between Inion and the customer during the period of provision of Inion services or the period of use of the Inion system.

“Product Specific Terms” means those terms and conditions that are different or additional to this EULA that apply to the Inion Technology You acquire. These specific product terms may be made public or provided to you by Inion in your agreement with Inion or Entitlement. If there is a conflict between the terms of this EULA and the Product Specific Terms, then the Product Specific Terms will prevail.

“Software” means the Inion cloud-based PV monitoring software – inview Free, inview Pro or inview Custom, including Upgrades, firmware and applicable Documentation.

“Upgrades” means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software.

“Usage Term” means the period commencing on the Delivery Date and continuing until expiration or termination of the Entitlement, during which period You have the right to use the applicable Inion Technology.

“User” means the individuals permitted to access and use the Inion Technology on Your behalf.

“You” means the individual or legal entity purchasing the Inion Technology.