

# Terms of use for PVRADAR Python Package and access to Data Depot

PVRADAR Labs GmbH, Dieding 1, 85560 Ebersberg, Germany (hereinafter "**PVRADAR**"), provides the user (hereinafter "**User**"), which may be an organisation (legal entity or natural person acting commercially), with the "PVRADAR Python Package" (hereinafter "**Software**") and access to the Data Depot, a backend data service (hereafter "**Data Depot**") for use in accordance with these Terms of use (hereinafter "**Terms**").

## 1. Subject matter and scope of these Terms

- 1.1. These Terms of Use apply to the use of the PVRADAR Python package (hereinafter "**Software**") and access to the Data Depot, a backend data service provided by PVRADAR Labs GmbH (hereinafter "**PVRADAR**").
- 1.2. Both the Software and access to the Data Depot are aimed exclusively at entrepreneurs. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of their commercial or independent professional activity (§ 14 German Civil Code (BGB)). This expressly includes public or private research institutions, universities, and their employees or affiliates acting within the scope of their institutional duties or funded research projects. The Software and Data Depot may therefore only be used within the scope of the User's professional or institutional activity.
- 1.3. The Software allows users to assess system performance and quantify production losses while optimizing mitigation strategies in the context of photovoltaic power plants.
- 1.4. The Data Depot provides access to data from public sources such as satellite databases and meteorological station networks.
- 1.5. By downloading, installing, or using the Software or accessing the Data Depot via API, the User agrees to be bound by these Terms and the Privacy Policy.

## 2. Licensing and Restrictions

- 2.1. The Software is made available free of charge via a public package repository (such as PyPI). It is licensed under the following conditions:
  - a) The Software may be used exclusively for internal purposes by the legal entity that downloads it.
  - b) The Software may not be modified, reverse-engineered, adapted, merged, or otherwise altered.
  - c) Redistribution, sublicensing, or resale of the Software in any form is prohibited.

- d) Any use outside the scope defined in these Terms requires a separate written license agreement with PVRADAR.
- e) All copies must include the full copyright and permission notice.
- f) The Software and Data Depot may not be used to provide commercial services or outputs (including reports, data products, or recommendations) to third parties, whether directly or indirectly, without a separate written license agreement with PVRADAR.

2.2. THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

For clarity, the Software and Data Depot are provided without any guarantee of performance, accuracy, or fitness for a specific purpose.

### 3. Access to the Data Depot

- 3.1. Access to the Data Depot is provided via an API and requires a valid API key. Users may request an API key by completing the request form available on <https://pvradar.com>. By submitting the request, the User agrees to be bound by these Terms and the Privacy Policy.
- 3.2. PVRADAR will review each request and may, at its sole discretion, issue a private API key to the User. Issuance of an API key does not create any entitlement to continued access.
- 3.3. API keys may be limited in scope, including but not limited to:
  - a) the duration of access,
  - b) the volume or frequency of data requests, or
  - c) the geographical or thematic coverage of the data.
- 3.4. API keys may be revoked, suspended, or restricted at any time, with or without cause and without prior notice. The User must ensure the API key is kept confidential and must notify PVRADAR immediately in case of loss, misuse, or unauthorized access.
- 3.5. PVRADAR reserves the right to implement rate limits or request throttling to ensure service stability. Abuse or excessive use may result in temporary or permanent suspension of access.
- 3.6. Access to a base version of the Data Depot covered by this Agreement is free of charge. PVRADAR may offer additional services, such as extended datasets, custom software development, or consultancy services. These services are not covered by this Agreement and require a separate written agreement. For more information, please contact PVRADAR at [info@pvradar.com](mailto:info@pvradar.com).

## **4. Acceptable Use**

- 4.1. Users agree not to:
- a) Use the Software or API to develop competing products or services;
  - b) Attempt to gain unauthorized access to PVRADAR systems;
  - c) Misuse the Data Depot by excessive or abusive API requests;
  - d) Violate any applicable laws or third-party rights in connection with use of the Software or Data Depot.
- 4.2. If the Software or Data Depot is used to generate results, visualizations, or insights that are published or otherwise made public—such as in academic papers, research projects, white papers, presentations, or online reports—the User must include an appropriate citation or acknowledgment of PVRADAR. Citation details or wording recommendations are available on request.

## **5. Intellectual Property and Copyright**

- 5.1. All rights in and to the Software and Data Depot remain with PVRADAR. No rights are granted beyond those explicitly stated in these Terms.
- 5.2. PVRADAR is the sole copyright holder of the Software and the Data Depot, including all associated code, documentation, and data structures.

## **6. Termination**

- 6.1. PVRADAR may revoke an API key or terminate access to the Data Depot at any time, with or without cause, and without obligation to provide justification. This includes but is not limited to cases where the User violates these Terms. Upon termination, all rights to use the API and Data Depot shall cease immediately.

## **7. Limitation of Liability**

- 7.1. The Software and Data Depot are provided “as is,” without warranty. To the maximum extent permitted by law, PVRADAR disclaims any liability for direct, indirect, incidental, or consequential damages arising from use of the Software or Data Depot.
- 7.2. This exclusion of liability applies regardless of the legal basis of the claim and even if PVRADAR was advised of the possibility of such damages.
- 7.3. PVRADAR makes no warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

## **8. Data protection and use of data**

- 8.1. The privacy policy for the Software and Data Depot, which can be found under <https://pvradar.com/assets/documents/pvradar-privacy-policy-20231123.pdf> , describes

which personal data is automatically collected from users of the Software and Data Depot in the course of using the Software and Data Depot, the purposes of processing, the legal basis under GDPR, retention periods, and your rights as a data subject.

- 8.2. PVRADAR is entitled to use the data obtained from the User's use of the Software and Data Depot anonymously for its own purposes. If and to the extent that a database, databases, a database work or database works arise from the use of the system data, in particular through the compilation of anonymized technical application data of the Software and Data Depot or its systems, by PVRADAR, the rights thereto shall belong exclusively and solely to PVRADAR.

## **9. Final Provisions**

- 9.1. If individual provisions of these Terms of Use are or become invalid, they shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid provision. Should a provision of these Terms of Use be or become invalid, this shall not affect the validity of all other provisions of use or agreements.
- 9.2. These Terms shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- 9.3. The exclusive place of jurisdiction is Munich, Germany.
- 9.4. PVRADAR may update these Terms at any time. Continued use constitutes acceptance of the amended Terms. Users will be notified in text form if material changes are made.
- 9.5. The User represents and warrants that they are not located in a country subject to export restrictions, trade embargoes, or other limitations under applicable EU, German, or U.S. law, and are not on any sanctions lists.