



PSS®E Model Library Acceptance of Terms and Conditions

Please Read this Document Carefully. You have agreed to the terms of this Agreement before Downloading the File from the Internet.

This portion of the site is provided by Siemens PTI, conditional on your acceptance of the terms and conditions of use set forth below (the "Terms and Conditions"). By browsing, accessing, linking, using and/or downloading information ("Access" or similar term) from this portion of the site, you agree to accept and abide by these Terms and Conditions for each use and each visit to this portion of the site. If you do not agree to these Terms and Conditions, you should not Access this part of the site.

Siemens PTI reserves the right, at Siemens PTI's sole discretion to change, modify, update, add, or remove portions of these Terms and Conditions and/or the Content at any time. Please check these Terms and Conditions for changes.

- 1. Permitted and Prohibited Uses.** Subject to these Terms and Conditions, Siemens PTI grants you a non-exclusive, right to access, use and view this portion of the site and the information thereon, including without limitation, all text, design, graphics, drawings and photographs (collectively, the "Content"), for your use, provided, however, that you may not, nor may you allow others to, directly or indirectly:
 - sell, license, rent, modify or attempt to modify or create derivative works from the Content in any way;
 - use this portion of the site in any manner that could damage, disable, overburden or impair this site;
 - upload, post or otherwise transmit or distribute on this portion of the site any items, including without limitation computer viruses, Trojan horses, worms, backdoor, shutdown mechanism or other harmful, disruptive or destructive files or computer programs;
 - interfere with the security of, or otherwise abuse, this portion of the site or any services, system resources, accounts, servers or networks connected to or accessible through this portion of the site;
 - infringe on any patent, trade-mark, trade secret, copyright, right of publicity, or other proprietary right of Siemens PTI;
 - use any robot, spider or other automatic program or device, or manual process to monitor, copy, summarize, or otherwise extract information from this portion of the site or the Content in whole or in part; You also agree that you are solely responsible for compliance with all laws that apply or may apply to your use of or activities on this portion of the site or in respect of the Content.
- 2. Copyright and Trademarks.** Unless otherwise noted, all Content is subject to intellectual property rights including copyrights and trade marks held or licensed by Siemens PTI. You may print or download copies of the Content on this portion of the site for your personal or commercial use, provided you keep intact all copyright and other

proprietary notices. All intellectual property rights therein are expressly reserved to Siemens PTI.

If you breach any of your obligations with respect to the authorized use or proprietary nature of the Content, Siemens PTI shall be entitled to equitable relief to protect its interest, including but not limited to injunctive relief as well as monetary damages. Siemens PTI may terminate your access to this portion of the site immediately, upon your modification of the Content.

3. **Disclaimers.** ALL CONTENT PROVIDED ON OR THROUGH THIS PORTION OF THE SITE IS PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. THE CONTENT IS PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE OR NON INFRINGEMENT. NEITHER PTI, IT'S AFFILIATES AND RELATED ENTITIES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, HOSTS NOR LICENSORS WARRANT THAT THIS SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
4. **Limit of Liability.** IN NO EVENT SHALL SIEMENS PTI OR ITS RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, AFFILIATES, SUCCESSORS OR ASSIGNS BE LIABLE TO YOU FOR YOUR ACCESSING OF THIS PORTION OF THE SITE OR UNDER OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF EXPECTED SAVINGS, OR ANY OTHER DIRECT OR NON-DIRECT DAMAGES HOWSOEVER CAUSED WHETHER OR NOT SIEMENS PTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND THEIR COLLECTIVE MAXIMUM LIABILITY TO YOU UNDER OR RELATED TO THIS AGREEMENT SHALL BE ZERO DOLLARS. THE LIMITATIONS OF LIABILITY AND DISCLAIMERS IN THIS AGREEMENT SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT AND SHALL SURVIVE A FUNDAMENTAL BREACH OR BREACHES OR THE FAILURE OF THE ESSENTIAL PURPOSE OF CONTRACT OR THE FAILURE OF AN EXCLUSIVE REMEDY.
5. **Excused Performance.** Siemens PTI shall not be deemed in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from a Force Majeure event, including but not limited to acts of God, civil or military authority, civil disturbance, war, terrorist attacks, strikes or other labor disputes, fires, other catastrophes, or other force, event or condition beyond its reasonable control, including site 'down time', whether or not such event may be deemed foreseeable. Down time shall mean a period of interruption where client is unable to access this portion of the site.

SIEMENS

Ingenuity for life

6. **Indemnity.** You agree to defend, indemnify and hold harmless Siemens PTI and its respective directors, officers, partners, employees, representatives, contractors, affiliates, successors, or assigns from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your breach of these Terms and Conditions or in connection with your use of the services.
7. **Governing Law.** This Agreement shall be construed and otherwise governed pursuant to the laws of the State of New York, excluding any conflict of laws principle, and the parties agree to the jurisdiction of the courts of the State of New York.
8. **General.** Siemens PTI's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right. If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.