

## **PSS®E Xplore for Students/Universities**

You or your university (hereinafter Recipient), wishes to receive a copy of Siemens Industry, Inc., Siemens Power Technologies International (hereinafter Siemens PTI) program in order to use the Program for non-commercial and non-consulting educational purposes. This agreement covers the following Siemens PTI Software:

## **PSS®E** with OPF and GIC

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- a) Recipient hereby acknowledges that the Program(s) are valuable proprietary trade secrets of Siemens PTI. The Program(s) may not be disassembled, decompiled, reverse engineered or otherwise translated for any purpose. No additions, modifications or derivative works of the Program(s) is authorized. However, any unauthorized additions, modifications or derivative works of the Program(s) created shall become part of the Program(s) and all rights to and ownership of shall remain with Siemens PTI.
- b) Siemens PTI will supply the Recipient with the Program(s) and documentation, via download.
- c) Recipient will use the Program(s) solely for educational purposes and will not use it for the benefit of any third party or entity outside Recipient's educational institution. Notwithstanding anything to the contrary herein, Recipient is not permitted to use screenshots and/or excerpts of the Program or Program Documentation to create training materials for use by Recipient or any third party.
- d) Recipient may copy the Program's executable codes and the associated sample data files provided by Siemens PTI into the working memory or disk memory of a single personal computer, or equivalent, for the purpose of executing it therein.
- e) Except as provided in item d), Recipient will not copy any part of Program(s), or their documentation, by any means into any medium.
- f) Recipient will not disclose any part of the Program(s) or Documentation to any party except those of Recipient's regular and direct full-time employees and enrolled student body that require such Documentation in working with the Program(s) as permitted under this license. Recipient shall take appropriate precautions with its employees and student body to protect the secrecy of the Program(s) and Documentation and to carry out its obligations under this Agreement. Recipient agrees that the Program(s) will not be used in any manner prohibited by the United States Export Administration Act.
- g) Upon termination of this agreement, Recipient will erase or otherwise destroy all copies of the Program(s) made by Recipient. Recipient shall obtain no right of any kind in the Program(s) and Documentation other than the right to use the Documentation for the specific purpose aforesaid, and all rights to and ownership of the Program(s) and Documentation remains the property of Siemens PTI.



- h) The Program(s) are provided AS-IS to Recipient under this Agreement, without any warranty whatsoever. All warranties, express or implied, including without limitation all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed. Siemens PTI shall not be liable under any theory, including, without limitation, contract, negligence, or misrepresentation, for any defect in, or breach of, any obligation relating to the quality or performance of the Program(s).
- i) Recipient may purchase a license for the use of the Program(s), under Siemens PTI's currently applicable terms and conditions, at any time. Upon execution of Siemens PTI's current license agreement by Recipient, the material delivered to Recipient under this Agreement shall be covered by and subject to the terms of the License Agreement and this Agreement shall be terminated.
- j) If Recipient violates the terms of this Agreement, Siemens PTI may terminate this Agreement upon ten (10) days notice in accordance with item g), except that the nondisclosure provision, f), of this Agreement shall remain in force permanently.
- k) If Recipient breaches any of its obligations with respect to the limited use of the Program(s) or confidentiality, Siemens PTI shall be entitled to equitable relief to protect its interest, including injunctive relief as well as money damages.
- I) This Agreement shall be governed by the laws in force in the State of New York, United States of America.