

PSS® Cloud Supplemental Terms



PSS® Cloud is a cloud-based service for grid planning and simulation.

It is built upon the well-known **PSS®** software from Siemens.

It provides simulation capabilities through the cloud.

Besides regular usage of **PSS®** applications through a web browser, **PSS® Cloud** provides also additional services such as secure data sharing and on demand distributed cloud computing for large scale simulation workflow scenarios.

These Supplemental Terms for **PSS® Cloud** (“**Product Specific Supplemental Terms**”) set out additional terms and conditions for the subscription to **PSS® Cloud** as described in the Documentation (“**Product Sheet**”) under the following link: www.siemens.com/pss-cloud-terms-of-use

and amend the Universal Customer Agreement (“**UCA**”) between Customer and Siemens solely with regards to this Offering. These Product Specific Supplemental Terms incorporate by reference the Digital Services Supplemental Terms (“**DS Terms**”) available at <http://www.siemens.com/uca-st-digital-services-tc> and form together with the UCA and other applicable Supplemental Terms the agreement between the parties (“**Agreement**”). **PSS® Cloud** constitutes an Offering within the meaning of the UCA.

GENERAL

Order of Precedence

In case of inconsistencies between the Order, the UCA, the DS Terms, and these Product Specific Supplemental Terms, the following order of precedence shall apply in subordinate order:

- i. Order
- ii. Product Sheet
- iii. these Product Specific Supplemental Terms
- iv. DS Terms
- v. UCA

Definitions

Capitalized terms used herein have the meaning as defined elsewhere in the Agreement. The following additional definitions apply to these Product Specific Supplemental Terms.

Territory means all supported countries shown under the following link: www.siemens.com/pss-cloud-terms-of-use

PSS = Power System Simulator

USE OF OFFERING

Authorized Access and Use	<p>Clause 2.1 of the DS Terms shall be replaced in its entirety by the following clause:</p> <p><u>Authorized Access and Use.</u> Notwithstanding Section 3.1 and 3.3 of the UCA and unless otherwise defined in the Entitlements each Offering may be accessed and used only by the number of Users as defined in the Entitlement being either i) Customer’s employee or ii) Authorized Agent (all “Authorized User”) in the Territory for the Subscription Term, solely for Customer’s internal use as end user. The results generated with the Offering (e.g. reports) (in whole or in part) may be used to provide services or products to third parties, however the Customer may not grant third parties access to the Offering.</p> <p>For the purpose of this clause, “Authorized Agent” means an individual who requires access to the Offering in support of Customer’s permitted use as consultant, agent, or in fulfillment of a contract with Customer, or who is otherwise expressly permitted according to these Product Specific Supplemental Terms to access and use the Offering.</p>
Entitlement	<p>Different Subscription Packages of the Offering are available. Customer is only authorized to use the Offering in accordance with the package to which Customer holds a valid subscription.</p> <p>Siemens may at its discretion provide old versions of PSS®E on PSS® Cloud at no charge to Customer (“No-Charge Offerings”). These No-Charge Offerings are provided “AS IS” without warranty, indemnity, support, or other commitments. Siemens may change, limit, suspend, or terminate any No-Charge Offerings at any time. Customer acknowledges that Customer’s use of any No-Charge Offerings is at its sole risk and discretion. Customer is only authorized to use the No-Charge Offering during the subscription period for PSS® Cloud in accordance with the terms and conditions of the current version of PSS®E to which Customer holds a valid subscription.</p>
Authentication and access	<p>This application uses the Siemens ID digital identity system for authentication. Therefore, a personal Siemens ID user account needs to be created before the application can be used. Registration on Siemens ID will be performed automatically for PSS® Cloud with email address provided at ordering.</p> <p>Siemens ID accounts itself can be managed via Siemens ID self-service (https://uss.login.siemens.com). Terms and conditions for Siemens ID are available on https://id.login.siemens.com.</p> <p>Customer needs to define a technical admin (provided at ordering – email address needed). This technical admin can manage customer users, i.e. adding users up to the allowed number.</p> <p>Computation hours are reset at 12:00am on the first day of the next month.</p>
Data Privacy	<p>Customer is not permitted to upload and store any personal data as part of the Customer Content on PSS® Cloud. The processing of Customer’s personal data is governed by the Siemens Privacy Notice available at: https://www.siemens.com/privacy.</p>

Data Use Rights	In addition to the use rights defined in Section 6.2 of the UCA, Customer grants Siemens and its Affiliates and their subcontractors the right to use, distribute and publish Systems Information for any purpose including performance beyond this Agreement in accordance with mandatory restrictions imposed by applicable law. Use of Systems Information in accordance with this Section will be at Siemens risk.
Data Location Center	Customer Content at rest will be stored for (i) Territory USA/Canada: United States, AWS data center North Virginia Application operation may be provided to operate, maintain, and protect the application running in the data centers by the Siemens PSS® Cloud by Operations Team from the United Kingdom.
Documentation	The specifics of Offerings and Entitlements are described in the Documentation available at www.siemens.com/pss-e-cloud which is incorporated herein by reference. Documentation includes information such as applicable limits or other attributes and metrics, prerequisites, or scaling factors for the pricing such as number of Authorized Users or asset attributes, and additional third-party terms which prevail for third-party software, technology, data, and other materials, including open-source software licensed from third parties.

PREREQUISITES AND SPECIFIC TERMS

Operating Systems and Web Browsers	The specifics of Offerings Siemens PSS® Cloud is a web-based software for use on desktop computers or notebooks. Siemens PSS® Cloud requires a recent version of an HTML5 capable Internet browser, e.g. Google Chrome and an internet connection. As a pre-requisite, PSS®E desktop term version 36.2.0 or above is required to use PSS®E Hybrid Cloud.
Use Restriction	You acknowledge that simulations in Siemens PSS® Cloud are based on experience and the data or other information provided by the customer and results may not fully correspond to the real-world behavior. The interpretation, implementation and utilization of reports, concepts and results is the sole responsibility of the Customer. Siemens does not assume any liability, warranty, or guarantee for the feasibility or usability of reports, concepts, and results, nor for actions or omissions based on the reports, concepts, proposals, or recommendations.

EXPORT CONTROL REGULATIONS

ECCN	EAR99S
AL	N

CHANGES OF SERVICES, UPGRADES /DOWNGRADES

Change between packages (Upgrade / Downgrade)

To the extent Siemens offers different subscription packages, upon Customer’s request, Siemens may adapt the selected subscription package. Requests to change the subscription package to a higher value subscription package (“Upgrade”) or a lower-value subscription package (“Downgrade”) can only be requested by the Customer prior to renewal of the Subscription Term in accordance with UCA Section 10.1 for the next following Subscription Term.

SERVICE LEVELS

Agreed Service Level

Commercially reasonable efforts will be used to provide at least 98% monthly Uptime Percentage. “Monthly Uptime Percentage” means the percentage of the Service being available on average during a calendar month, based on internal availability measurements. Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLA Exclusions.

Service Level Exclusions (“SLA Exclusions”)

Service level commitments exclude downtime resulting directly or indirectly from any SLA Exclusions. SLA Exclusions” means unavailability or any other performance issue causing downtime of the Cloud Services as a result of:

- (i) scheduled maintenance;
- (ii) downtime for which at least 24 hours prior notice is provided to Customer;
- (iii) factors outside Siemens’ reasonable control;
- (iv) actions or inactions of Customer or any third party;
- (v) any equipment, software or other technology not provided by Siemens; or
- (vi) suspension or termination of Offerings in accordance with the Agreement

Remedies for not meeting Service Level

Customer must submit to Siemens a support case within 30 days after the end of each relevant Month in which Siemens did not meet the Monthly Uptime Percentage. Any claims not submitted by Customer within the specified time period may be denied by Siemens, and Siemens will have no further obligation to Customer with respect to such failure to meet the Monthly Uptime Percentage. If Siemens is unable to meet the Monthly Uptime Percentage for Cloud Services contained in the same Offering three or more times in a calendar year, then Customer will have the right to terminate the Order for the non-conforming Offering. In the event of such termination, Siemens will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The remedies provided in this section will be Customer’s sole and exclusive remedies with respect to availability of the Cloud Services.

TECHNICAL SUPPORT

Contact

Authorized customer may contact Siemens' Technical Support organization as primary point of contact for support in relation to the Offering. All Support inquiries must be made through:

- <https://siemens-pss.freshdesk.com> (Customer Care Portal)

Scope of Technical Support

Subject to availability Siemens offers Customer support services via a service hotline Monday to Friday, 8am to 5:00pm (EST), excluding national and local holidays in USA. Siemens will respond to Customer's support inquiry at Siemens' sole discretion via e-mail, hotline or remotely as described in this clause. Customer must ensure remote access to its local networks for e.g. remote diagnoses. The following types of incidents are excluded from the scope of support for Offerings, but Customer may revert such requests to the sales team(s) for resolution:

- incidents regarding a release, version, and/or functionalities of a service developed or configured specifically for Customer (unless otherwise expressly set forth in an Order);
- incidents ascribed to a consulting or training request ("how-to"). These are covered by the online user documentation;
- incidents ascribed to a custom development request
- functional enhancements, upgrades, or software licenses to non-PSS® Cloud products (example: on premise PSS®E)
- emergency or after-hours work.

The Technical Support is available in English.

To receive support services hereunder, Customer shall reasonably cooperate with Siemens' Support to resolve support incidents and shall have adequate technical expertise and knowledge of its Offering configuration to provide relevant information to enable Siemens' Support to reproduce, troubleshoot and resolve the experienced error such as, by way of an example, instance name, username, form name and screenshot. Such support services may require that Siemens gets access to Customer Content in which case Customer is required to issue temporary credentials to Siemens to permit that access.