

TEC-FORM-08 Systems Engineering Tools Database (SETDB) Tool Vendor User Terms of Use

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INCOSE and PPI will act in good faith to ensure that the tool vendor and tool information on the SETDB Website (hereinafter referred to as the “Website”) is accurate. If you find any inaccurate information on the Website, please advise the INCOSE and PPI SETDB Team by email to setdbteam@ppi-int.com and we will investigate.

This document conveys terms of use of the Website offered by INCOSE and PPI to you for your use as a tool vendor. Any use by you of the Website shall constitute acceptance by you of these Terms of Use.

1. Disclaimer of Warranties

You expressly understand and agree that:

- 1.1 INCOSE and PPI do not guarantee, warrant or provide any assurances about the content of the Website. As the Website will be under development and maintenance and tool vendor data will be maintained by you and other tool vendors, the SETDB contents may be incorrect or out-of-date and are subject to change without notice. Although INCOSE and PPI aim to ensure that the content of the Website is accurate, INCOSE and PPI shall not be held liable for any inaccuracy of content.
- 1.2 INCOSE and PPI will make every effort to ensure that our computer infrastructure is error and virus free, but we do not guarantee, warrant or provide any assurances that material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. As a tool vendor you must implement sufficient procedures and virus checks on transferred data (including anti-virus and other security checks) to satisfy your requirements for the correctness of the data.
- 1.3 The Website provides hypertext links to other sites operated by other organizations. Using such a links means you will leave the Website. INCOSE and PPI take no responsibility for, and give no warranties, endorsements, guarantees or representations in respect to, linked sites. INCOSE and PPI are not responsible for the privacy practices, nor do we accept any liability in connection with the content of such websites. Any concerns regarding any external link should be directed to the corresponding website administrator or web master.
- 1.4 We are a distributor (and not a publisher) of content supplied by third parties and users of the internet. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, or users, are those of the authors or distributors of the third-party information and not of INCOSE or PPI. We do not endorse nor are we responsible for the accuracy or reliability of any opinion, advice or statement made on the Website.
- 1.5 The information on the Website is not intended to address your particular requirements. The information does not constitute any form of advice or recommendation by us and is not intended to be relied upon by you in making (or refraining from making) any specific decision. You should make specific enquiries and independently verify any information taken from the Website before relying upon it.
- 1.6 If you make any arrangement with anyone named in or connected with the Website, you do so at your own risk.
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3. Contributing to the Website

- 3.1 Where you elect, or are invited, to submit any contribution or material to the Website about a tool vendor or a particular tool that you have authority to contribute (including any text, message board content, photographs, graphics, video, or logo) ("Contribution") or otherwise consent to the use of the Contribution, then by submitting the Contribution or consenting to its use, you grant INCOSE and PPI a perpetual, royalty-free, worldwide, non-exclusive license to use, reproduce, publish, translate, distribute, perform, play, make available to the public that Contribution. If you do not want to grant to INCOSE and PPI the rights set out above, please do not submit your Contribution to the Website. INCOSE and PPI shall have no liability to you, and you shall defend and hold INCOSE and PPI harmless, for any misuse by any third party of any Contribution that is distributed by us through the Website or in respect of any infringement of the intellectual property rights in any Contribution by any third party.
- 3.2 By submitting your Contribution to the Website, you warrant and represent the following:
 - a. You own, control and have the right to make the Contribution available to INCOSE and PPI for the SETDB for all the purposes specified above, and that your Contribution does not breach or infringe the rights of INCOSE, PPI, or any other party, such as copyright, or in is in any way illegal, including violation of privacy laws and regulations such as the European General Data Protection Regulation 2016/679 and its successors;
 - b. The contribution is not defamatory, libellous, obscene, menacing, threatening, offensive, abusive, fraudulent or criminal;
 - c. The contribution will not and does not contravene any relevant local, state, federal or international law or incite or encourage the contravention of any such law; and
 - d. The contribution is not otherwise offensive.
- 3.3 If you identify any information on the Website that breaches your rights or that may be illegal, defamatory or otherwise should be removed, contact us directly by emailing the SETDB Team at setdbteam@ppi-int.com.
- 3.4 INCOSE and PPI reserve the absolute right to delete or unpublish any Contribution from the Website (including any text, message board content, photographs, graphics, video, audio or logo) at any time, without notice, and shall not be obligated to provide a reason for deleting or unpublishing any Contribution. In the event that we remove any Contribution from the Website, we shall in no way be held liable for any loss, liability, cost or expense suffered by you or any other party as a result (whether direct or indirect) of such removal.
- 3.5 INCOSE and PPI reserve the right to edit, remove postings to message boards, delete or use electronic methods to block or filter any Contribution left on or sent to the Website at our discretion, including without limitation any message that contravenes any of these Terms of Use, but we do not have an obligation to do so.
- 3.6 INCOSE and PPI shall not be held liable for any loss or damage caused by a distributed denial-of-service attack, a single virus or multiple viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.
- 3.7 In the event a link from our Website to any website operated by you is established, we shall have the right to remove such link at any time without obtaining your prior consent. In the event that we do remove a link from our Website to any website operated by you, we shall not be held liable for any loss, liability, cost or expense suffered by you as a

result (whether direct or indirect) of such removal, including, without limitation to the foregoing generality, where such loss, liability, cost or expense results from a loss of search engine positioning, ranking, placement or optimization.

4. Limitation of Liability and Claims

To the fullest extent provided by law, in no event will INCOSE, PPI, or their affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, the website, any website or application linked to it, any content on the website or such other websites, web portals or mobile applications or any items obtained through the website or such other websites, web portals or mobile applications, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

Any cause of action or claim you may have arising out of or relating to these terms of use or the INCOSE website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

5. INDEMNITY

You agree to defend, indemnify and hold harmless INCOSE, PPI and their affiliates, licensees and licensors, and its employees, contractors, agents, officers and directors, from and against any and all claims, demands, damages, judgments, awards, losses, liabilities, costs and other fees or expenses (including but not limited to attorney' fees that may be incurred by INCOSE and PPI as a result of your breach of the Terms of Use.

6. MISCELLANEOUS

- 6.1 **Choice of Forum and Applicable Law.** The Terms of Use shall be deemed to have been executed and delivered within the State of California, United States of America and the rights and obligations of the Parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. Each of the Parties also agrees that the only proper venue for any action arising out of any breach of the Terms of Use shall be San Diego County, California, United States of America.
- 6.2 **No Third-Party Beneficiaries.** No third party is intended to be a third-party beneficiary of nor shall have any rights under or right to enforce the Terms of Use.
- 6.3 **Construction.** The language in all parts of the Terms of Use shall in all cases be construed simply, according to its fair meaning, and not strictly for or against any of the Parties. Each of the Parties acknowledges they have had the opportunity to negotiate modifications to the language of the Terms of Use. Accordingly, each party agrees that, in any dispute regarding the interpretation or construction of the Terms of Use, no presumption shall operate in favor of or against any party hereto by virtue of his or its role in drafting or not drafting the terms and conditions set forth herein.
- 6.4 **Integration.** The Terms of Use are intended by the Parties as the final expression of their agreement regarding the business relationships between the Parties. Nothing other than the Terms of Use shall be relevant or admissible to supplement or vary any of the terms and provisions set forth herein. All prior discussions, agreements and negotiations are hereby superseded by and merged and incorporated into the Terms of Use. This is an integrated document.
- 6.5 **Severability.** The provisions of the Terms of Use shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.
- 6.6 **Headings.** The paragraph headings of the Terms of Use are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.
- 6.7 **Attorney's Fees.** If any legal action, dispute, or other proceeding arises or is commenced to interpret, enforce, or recover damages for the breach of any term of the Terms of Use, the prevailing party shall be entitled to recover from

the non-prevailing party all reasonable attorney's fees incurred in connection with such proceeding, in addition to costs of suit.