

POWERWORLD Maintenance Agreement

POWERWORLD CORPORATION ("LICENSOR") HAS LICENSED TO YOU ("LICENSEE") SOFTWARE UNDER A SEPARATE LICENSE AGREEMENT. THIS AGREEMENT PERTAINS TO THE MAINTENANCE OF THAT SOFTWARE LICENSE.

Maintenance Terms

1. Licensee’s ability to use the software referenced in the License Agreement is NOT contingent upon its desire to continually pay the maintenance fees for this software. The license is a fully paid-up, perpetual license to the Software. It is irrevocable except in the case of a material breach of the license agreement.
2. As long as the maintenance fee is paid-in-full, the Licensee is entitled to no cost support for any of its users/technical support staff via email or phone.
3. As long as the maintenance fee is paid-in-full the Licensee is entitled to no cost access to any patches that are released for their current versions. These patches will be released via the PowerWorld Corporation website and will be accessed using a username and password that will be issued to the licensee.
4. As long as the maintenance fee is paid-in-full the Licensee is entitled to no cost upgrades to any new version of their software that are released. These upgrades will be automatically sent to the licensee without the licensee having to request them.

Maintenance Fees

5. The initial license fee for this software includes a paid-in-full maintenance agreement for one full year after the delivery date of the software.
6. As long as the licensee continues to pay the yearly maintenance fee, their maintenance fee will be considered paid-in-full.
7. Payment of the yearly maintenance as the original or future maintenance periods expire will extend the maintenance agreement for a full year after the payment.
8. If this maintenance agreement lapses renewal will be prorated by month for the period from the date of expiration through one year from the date of renewal, up to but not exceeding 100% of the license fee for the product at the time of renewal.

This Agreement is governed by the laws of the State of Illinois.

The parties have executed this contract on the dates shown below.

Licensee:

By: _____ Date

Licensor: PowerWorld Corporation, Champaign, Illinois

By: _____ Date