

POWERWORLD License Agreement

THIS LICENSE AGREEMENT (THE "AGREEMENT") IS BETWEEN POWERWORLD CORPORATION ("LICENSOR") AND THE LICENSEE INSTALLING THE SOFTWARE TO WHICH THIS AGREEMENT IS ATTACHED (THE "LICENSEE").

Ownership of the Software

1. The software which accompanies this license (the "Software"), including, but not limited to, object code, source code, data, information, modifications, enhancements, adaptations thereof, and derivative works, and the accompanying written materials, are owned by, and shall remain the sole and exclusive property of, Licensor and/or its suppliers. The Software is protected by United States copyright laws, by laws of other nations, and by international treaties. Any and all rights not specifically granted in this Agreement is expressly reserved by the Licensor. Nothing herein grants Licensee any ownership rights to the Software.

Grant of License

2. The Software consists of both a Server and a Client. Licensor grants to Licensee the right to use up multiple copies of the Client, provided all copies of the Client are used by persons who are employed by, or working under contract for, Licensee's organization. Licensee may load copies of the Server into permanent memory of computers controlled by Licensee's organization. Only three (3) copies of the Server may be unlocked at a time. Licensee may install the Server on network servers as needed if a hardware key is purchased.

3. This license is granted for a period of one year from the date of purchase (the "License Period"). During the License Period, the license is irrevocable except in case a material breach of this agreement.

4. Licensee has the right to move the principal site where this Software is licensed, provided that they do not continue to use the Software at both locations, unless other arrangements are made with the licensor.

Restrictions on Use and Transfer

5. Licensee may not copy the Software, except that (1) you may make copies of the Software solely for backup or archival purposes, and (2) you may transfer the Software to hard disks as specified in above under Grant of License.

6. Licensee may not re-sell the Software or incorporate the Software or its results in any product or generalized service without express permission from the Licensor. Licensee's use of the Software and its results in the capacity of Licensee's employment as a consultant by a third-party client (a "Customer") does not fall under this restriction on use, provided that Licensee shall not permit such Customer to use or access the Software and shall not transfer any copy or any part of the Software to such Customer.

7. Licensee may use the Software in its compiled, executable form only. This License does not include, and expressly excludes, any rights to access, use, modify, or distribute the source

code of the Software. Licensee may not reverse engineer, decompile, or disassemble the Software. Licensee may not alter or modify the Software or create derivative works thereof. Licensee may not use data of any kind, including graphical or numerical, produced by the Software for any model training related to artificial intelligence, machine learning, or similar applications.

Limited Warranty

8. Licensor warrants that the Software will perform substantially in accordance with the accompanying written materials for a period of 60 days from the date of receipt of the Software. Any implied warranties on the Software are limited to 60 days. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply to Licensee.

9. LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. This limited warranty gives licensee specific legal rights. Licensee may have others, which vary from state to state.

10. Except as provided in Section 14, LICENSOR'S TOTAL LIABILITY PURSUANT TO THIS AGREEMENT AND RELATING TO THE SOFTWARE, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON CONTRACT, WARRANTY, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO LICENSOR BY LICENSEE PURSUANT TO A PURCHASE ORDER, PURCHASE CONTRACT, OR PURCHASE AGREEMENT BETWEEN LICENSOR AND LICENSEE. NOTWITHSTANDING THE FOREGOING, LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY WITH RESPECT TO LICENSOR'S WARRANTY UNDER SECTION 8 SHALL BE REPLACEMENT OF THE SOFTWARE THAT DOES NOT MEET LICENSOR'S LIMITED WARRANTY AND WHICH IS RETURNED TO LICENSOR. Any replacement Software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. These remedies are not available outside the United States of America.

11. This Limited Warranty is void if failure of the Software has resulted from modification or alteration of the Software by anyone other than Licensor; negligence, accident, abuse, or any other cause within Licensee's control; the use of the Software in any manner not authorized by this Agreement or for the ordinary purpose for which the Software is designed; or any use of the Software beyond the number of computer systems permitted under this Agreement or by users beyond the number of users permitted under this Agreement.

12. Except as provided in Section 14, IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE FOR DAMAGES, INCLUDING ANY LOSS OF PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF ANY LEGAL OR EQUITABLE THEORIES WHICH MAY BE ASSERTED. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply.

13. This Agreement is governed by the laws of the State of Illinois. In the event of a dispute relating to the terms of this Agreement, suit shall be brought only in a federal or state court located in Champaign County in the State of Illinois.

14. Notwithstanding any other provision in this Agreement to the contrary, Licensor agrees to indemnify, defend, and hold Licensee and its affiliates harmless from any and all claims or suits for loss or damage (including reasonable attorneys' fees) based upon a claim that the Software infringes a third party's copyright, trademarks or patents, or constitutes an unlawful disclosure, use or misappropriation of a third party's trade secrets or confidential information.

15. In the event of any disagreement between this Agreement and any other agreements between Licensor and Licensee except a Maintenance Agreement provided by Licensor and expressly referencing this Agreement, this agreement shall prevail, and in no event shall terms contained in any such agreements supersede or be made a part of this Agreement. Additionally, notwithstanding any other provision in this Agreement or any other agreement between Licensor and Licensee (including purchase orders, terms and conditions, master license agreements, consulting agreements, and purchase contracts), all improvements made to the Software remain the sole intellectual property of the Licensor even if they were implemented by the Licensor at the suggestion or funding of the Licensee.

16. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions of this Agreement shall not affect the validity or enforceability of the remaining provisions of the Agreement.

17. This Agreement may not be modified or amended except in writing signed by duly authorized representatives of Licensor and Licensee.

Licensee's acceptance of this Agreement will be deemed binding upon the installation of the Software.