

POWERWORLD Maintenance Agreement Addendum

Whereas, PowerWorld Corporation ("Licensor" or "Consultant") and the entity and/or entities set forth on the attached agreement ("Licensee" or "Client") have an existing Software License Agreement (the "License Agreement") which governs the Licensee's use of PowerWorld Software ("Software") and an accompanying Maintenance Agreement (the "Agreement") to which this Addendum ("Addendum") is attached. This Addendum is incorporated into the Agreement by reference.

Whereas the parties desire to incorporate the following additional terms into the contract as follows.

Relationship and Disclosure of Data

1. The technical support, patches, and upgrades provided by the Licensor to the Licensee constitute a Service ("Service") yielding a Consultant/Client relationship that enables the Consultant to support the Client's safe, reliable, and efficient analysis and/or operation of power systems and develop the Software so that it better supports those functions.
2. While providing such Service the Client may need to share information ("Data") which may be proprietary, non-public, sensitive or Controlled Unclassified Information ("Data").
3. Such Data may include (but is not limited to) power flow cases, dynamics files, contingency files, remedial action schemes, operating reliability data, and other data deemed Critical Energy Infrastructure Information by the United States Federal Energy Regulatory Commission ("FERC"), data for which the Consultant has been approved by FERC.
4. Such Data will remain strictly the property of the Client unless it becomes public through no fault of the Consultant and will only be used by the Consultant as needed for providing this Service to the Client.

Treatment of Data

5. The Consultant agrees to take all reasonable precautions to maintain the confidentiality of the Data and to prevent unauthorized access to it.
6. The Consultant agrees to not make available, disclose, provide, or communicate Data to any entity or individual, except employees or contractors of the Consultant using the Data for this Service.
7. Notwithstanding anything to the contrary herein, Consultant may disclose Data to a governmental authority as required by law, provided that to the extent permitted by law the Consultant notifies the Client, withholds such Data until the Client has had a chance to respond to the required disclosure, and cooperates with the Client as they respond to the required disclosure and/or protect their interests in the Data.

Term and Termination of Addendum

8. This Addendum shall continue in effect unless terminated. This Addendum may be terminated by the Consultant or Client at any time at their sole discretion.
9. If the Addendum is terminated the parties may at their mutual discretion continue the Agreement as previously defined.
10. If the Agreement expires the terms of this Addendum regarding the treatment of data shall survive.

Ownership of Work Product

- 11. Although the Service is being provided to the Client by the Consultant, ownership of any Software developed while providing the Service remains exclusively with the Consultant as defined in the License Agreement.
- 12. 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.

Miscellaneous

- 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. 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.

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

Licensee:

By: _____ Date

Licensor: PowerWorld Corporation, Champaign, Illinois

By: _____ Date