NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT

THIS NON-EXCLUSIVE SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into as of _____ ("Effective Date"), by and between the GRID PROTECTION ALLIANCE, INC. with offices at 1100 Market Street, Suite 806, Chattanooga, Tennessee, 37402 (the "LICENSOR") and _____ with offices at _____ (the "LICENSEE").

<u>**RECITALS:**</u>

WHEREAS, Licensor is primarily engaged in the business of providing general installation and maintenance support services for open-source software products used in the power grid industry, including but not limited to software commonly referred to and known as "**openPDC**" (which software generally provides a system for collecting, storing and managing data from phasor measurement units and other similar devices); and

WHEREAS, Licensor (i) makes the openPDC software base platform available under the MIT License as open source software to various clients and customers doing business in the utilities industry, and (ii) also offers annual maintenance and support services related to the openPDC platform to such customers; and

WHEREAS, Licensor exclusively owns and holds additional openPDC software enhancements, improvements, and components not generally available or accessible in the marketplace or to the public (generally referred to collectively as the "**openPDC Enterprise Edition**" or "**openPDC EE**") which appreciably extends and enhances the openPDC software functionality and utility; and

WHEREAS, Licensee desires to obtain a non-exclusive license to use or access the openPDC EE software enhancements in their current and on-going business endeavors;

NOW THEREFORE, for goods and valuable consideration, the parties agree as follows:

1.   LICENSE CONDITIONS/GRANT OF LICENSE.

(a) Any openPDC EE software made available by or developed by Licensor for use by Licensee pursuant to this Agreement (the "**EE Software**") is protected by copyright laws, as well as other intellectual property laws and treaties. The EE Software is being licensed to Licensee, not sold or otherwise transferred, according to the terms and conditions of this Agreement. To the extent that the terms and conditions of this Agreement relating to the EE Software conflict with or are inconsistent with the terms and conditions of any separate writing between the parties, the terms and conditions of this Agreement shall control.

(b) Subject to the terms and conditions of the Agreement, Licensor hereby grants to Licensee during the term hereof a non-exclusive, non-transferable license to use the EE Software, as further identified on Exhibit A attached hereto, in the "**Territory**" for the limited purpose of interrogating the Licensee's substation devices and downloading and collating the information from such devices.

Licensee may use the EE Software in object code form solely for its own use strictly as provided in this Agreement. "Territory" means the United States of America.

(c) At no time may Licensee disclose or reveal the EE Software or any of the EE Software's various components or Code to any third parties, sell, transfer, assign, license, sublicense, rent, lease, contract, or otherwise make the EE Software (whether modified or not) available to any third party, or dispose of, or commercially exploit or market the EE Software in any way, with or without charge, without Licensee's prior express written consent.

(d) Notwithstanding any provision of this Agreement to the contrary, the violation of any provision in this Section 1 which is not immediately cured by Licensee after written notice from Licensor will entitle Licensor, in its sole discretion, to immediately terminate Licensee's license to use and/or access the EE Software. In the event of any such termination by Licensor, Licensee must immediately return the original and all authorized and unauthorized copies of the EE Software, or, if required by Licensor, destroy any such copies.

(e) Licensee acknowledges and agrees that, except for the limited license rights granted under this Agreement (which may be terminated at any time by Licensor as provided in this Agreement), all rights, title, and interest in and to the EE Software and all copyrights, patents, design rights, improvements, trade secrets, and other intellectual property rights relating to the EE Software and any copies of the EE Software, are owned by and shall remain the sole and exclusive property of Licensor. Licensee hereby expressly acknowledges that Licensee does not have, and shall not by virtue of this Agreement acquire, any proprietary rights whatsoever of any kind in or over any adaptation, modification, derivation, addition, or extension of or to the EE Software, and that Licensee's sole right in relation thereto is as set forth in this Agreement. The original and any copies of the EE Software made by Licensee, including translations, compilations, partial copies, modifications, and updates, are the sole and exclusive property of the Licensor. Licensee agrees to maintain records of the location and use of each copy, in whole or in part, of the EE Software. Licensee agrees to reproduce and apply the copyright notice and proprietary notice of Licensor to all copies of the EE Software made hereunder, in whole or in part and in any form.

(f) Licensor reserves the right to make periodic changes, enhancements, revisions, and alterations of any kind to the EE Software and/or related documentation or other material without any prior notice to Licensee or any other person, entity or organization, and Licensor is under no duty to make Licensee aware of any such improvements or revisions or to make any such revised editions available to Licensee.

(g) Licensor makes no warranties or representations of any kind with respect to the EE Software or any other products or services provided to Licensee pursuant to this Agreement, and Licensor provides no guarantees concerning any results arising out of the Licensee's use of the EE Software.

(h) The provisions of this Section 1 shall survive the termination or expiration of this Agreement.

2.   CONFIDENTIAL INFORMATION.

(a) As used herein, the term "Receiving Party" shall mean a party to this Agreement, which receives, obtains, or otherwise ascertains the Confidential Information (as hereinafter defined) of the other party, such other party being hereinafter referred to as the "Disclosing Party."

(b) The parties agree that, as used herein, the term "Confidential Information" shall mean (a) any non-public information that the Disclosing Party designates as confidential, or which, under the circumstances, should be reasonably understood to be confidential; (b) any information received by or obtained by the Receiving Party concerning third parties, including without limitation, any clients or customers of a party; and (c) any information relating directly or indirectly to the development, creation, marketing or promotion of the Disclosing Party's products or services (including the EE Software), the Disclosing Party's trade secrets, the Disclosing Party's business policies and/or practices, and the Disclosing Party's software (in various stages of development), designs, drawings, specifications, models, source code, object code, documentation, diagrams, flow charts, non-public financial information, customer lists, claimant information, business records, and other similar information. Confidential Information may be in any form, including without limitation written or printed text or documents, audio or video tapes, CD's or disks, and computer disks or tapes, whether in machine readable or user readable format.

(c) Confidential Information shall not include information that (a) is already in possession of or use by the Receiving Party at the time that the Receiving Party receives such information from the Disclosing Party, or (b) as of the date of disclosure, is generally available to third parties, other than the Disclosing Party's agents, servants, consultants, or employees, or after such disclosure becomes generally available to the public, by publication or otherwise, other than by disclosure by the Receiving Party or the Receiving Party's representatives or by any source subject to any obligation of confidentiality. The parties acknowledge and agree that in granting sufficient access to each other to perform in accordance with this Agreement, or otherwise allowing the parties to perform as required hereunder, the parties may disclose to each other, or they may otherwise obtain or ascertain, Confidential Information.

(d) Accordingly, a Receiving Party hereby agrees that it shall keep such Confidential Information of the Disclosing Party confidential, shall protect any such Confidential Information with the same care, but not less than a reasonable degree of care, as it provides to protect its own Confidential Information, and shall prevent the unauthorized disclosure of such Confidential Information.

(e) A Receiving Party shall not, nor shall the Receiving Party permit any other person or party under its authority or control to (i) make any unnecessary and/or additional copies of any Confidential Information; (ii) allow any party other than the Receiving Party to obtain, view, review, or analyze the Confidential Information; (iii) disclose any of the Confidential Information to any person whatsoever other than the Receiving Party's employees on a "need to know" basis in order to accomplish the purposes of this Agreement; or (iv) utilize any Confidential Information except in the furtherance of the obligations and responsibilities specified hereunder, and for no other use(s) or purpose(s)

whatsoever, without, in each case, first obtaining the written consent of the Disclosing Party therefore. The Receiving Party agrees to be responsible for its employee's disclosure and use of the Disclosing Party's Confidential Information.

(f) All Confidential Information disclosed by either party remains the property of the Disclosing Party. Neither this Agreement nor any disclosure of information hereunder grants the Receiving Party any right or license under any trademark, copyright, or patent now or hereafter owned or controlled by the Disclosing Party except as may be set forth in a written agreement executed by the parties.

(g) In the event of any breach or threatened breach by a Receiving Party (or any of the Receiving Party's agents, servants, subcontractors, principles, owners, affiliated persons, or employees) of the covenants, agreements, and/or conditions contained in this Section 2, the Disclosing Party shall be entitled to an injunction and/or other equitable remedy or remedies prohibiting such breach in addition to any other remedies available to the Disclosing Party in connection with such breach.

(h) The parties hereby acknowledge and agree that any Confidential Information disclosed to or obtained or ascertained by a Receiving Party is valuable, proprietary, and unique to the Disclosing Party and that any disclosure thereof by a Receiving Party in breach of this Agreement shall result in irreparable harm to the Disclosing Party for which the Disclosing Party cannot be adequately compensated by monetary damages alone. The agreements, covenants, and conditions contained in this Section 2 shall survive the expiration or any earlier termination of this Agreement. As used herein, the term "Receiving Party" and "Disclosing Party" shall be deemed to include, without limitation, the officers, directors, agents, servants, and employees thereof.

(i) Nothing in this Agreement shall be nor shall the same be construed to be a limit on any statutory or common law rights that provide the Disclosing Party with broader protection than that provided in this Agreement. In any action brought to enforce this section of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses, including reasonable attorneys' fees incurred in enforcing this Agreement. Further, nothing in this Section 2 is intended to prevent, restrict or preclude Licensor from using or sharing any of its information, know-how, techniques, processes, products, and expertise with any one or more third parties in any such ways or according to any such terms and conditions, as Licensor, in its sole discretion, should deem reasonable and/or appropriate.

(j) Notwithstanding any provision of this Section 2 to the contrary, Licensee recognizes that Licensor regards the EE Software as Licensor's proprietary information and as a confidential trade secret of great value. Licensee agrees not to provide or to otherwise make available in any form the EE Software, or any portion thereof, to any person other than employees of Licensee without the prior written consent of Licensor. Licensee further agrees to treat the EE Software with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the EE Software.

(k) In the event of the termination of this Agreement, Licensee shall immediately discontinue use of the EE Software and shall furnish Licensor with a statement certifying that the original and all copies, in whole or in part and in any form, of the EE Software have been returned to Licensor or, if requested by Licensor, destroyed.

3.   TERM. The initial term of this Agreement shall commence on the Effective Date of this Agreement and continue for a period of one (1) year, unless and until sooner terminated as provided in the Agreement; provided that beginning on the first anniversary of the Effective Date and on each subsequent anniversary, the term (the "**Term**"), without further action by Licensor or Licensee, shall be extended by an additional one (1) year period unless and until earlier terminated as provided in this Agreement. The Term of this Agreement may be terminated at any time during the initial Term or any extended Term as provided in this Agreement.

4.   TERMINATION.

(a) **For Cause.** This Agreement and the licenses granted by Licensor hereunder shall terminate: (i) in the event of Licensee's breach or default under this Agreement, at the option of Licensor, upon ten (10) days following written notice to Licensee of the breach, unless Licensee cures such breach to the reasonable satisfaction of Licensor within the foregoing ten (10) day period; or (ii) at the option of Licensor, upon the filing of any petition in bankruptcy by Licensee, whether voluntarily or involuntarily, or the initiation of any action of insolvency by or against Licensee which is not dismissed in sixty (60) days.

(b) **Termination Upon Notice.** Licensor may terminate this Agreement and the licenses granted hereunder at any time during the Term, with or without cause or default, by providing to Licensee thirty (30) day's prior written notice. Such termination shall be effective as of the expiration of such notice period.

(c) **Effect of Termination.** Termination, expiration, cancellation, or abandonment of this Agreement through any means and for any reason shall not relieve the parties of any obligation accruing prior thereto and shall be without prejudice to the rights and remedies of either party with respect to any antecedent breach of any of the provisions of this Agreement. In the event this Agreement expires or is terminated pursuant to this Section 4, Licensee shall return to the Licensor any and all copies of the Licensee's Confidential Information (including all copies of the EE Software) and shall immediately discontinue and cease using the EE Software.

5.   COMPENSATION. In consideration for the general services provided by the Licensor and the Licensee's access to the EE Software as described herein, Licensee shall pay to Licensor, in advance, the annual maintenance fee, together with any such other fees and charges, which are designated and specified on the attached Exhibit A. Licensee is responsible for any taxes, including, but not limited to, sales and use tax, applicable to the any goods and/or services covered in this Agreement. Licensor will deliver and assist in the installation of the EE Software after payment of the amounts described on Exhibit A.

6.   DISCLAIMERS. Licensor licenses, and Licensee accepts, the EE Software "AS IS." LICENSOR PROVIDES AND MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES AS TO THE

SOFTWARE OR THE FUNCTION OR USE OF ANY OF THE SOFTWARE PROVIDED BY LICENSOR TO LICENSEE, INCLUDING BUT NOT LIMITED TO THE EE SOFTWARE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE PROVIDED BY LICENSOR IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE SPECIFICALLY AND EXPRESSLY EXCLUDED.

INDEMNITY AND LIMITATION OF LIABILITY.

(a) Licensee shall indemnify, defend, and hold harmless Licensor and its directors, officers, employees, representatives, and agents from and against any damage, cost, expense, judgment, or loss (including reasonable attorneys' fees) arising from (i) negligence or willful misconduct of Licensee, or (ii) any breach of a Licensee's representations, obligations, or covenants contained in this Agreement.

(b) LICENSOR'S LIABILITY TO LICENSEE UNDER THE PROVISIONS OF THIS AGREEMENT OR ANY APPLICABLE LAW OR STATUTE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS, ARISING OUT OF THE SERVICES PROVIDED BY LICENSOR, THE EE SOFTWARE, OR ANY BREACH OF THE PROVISIONS OF THIS AGREEMENT.

8.   NOTICES. All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth on page 1. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party, by email, or if by mail five (5) days after proper deposit in a mailbox.

9.   SUCCESSORS. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors, and assignees except as otherwise provided herein.

10.   SEVERABILITY. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

11.   GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflicts of law provisions. If and to the extent that a party shall intend to prosecute any dispute arising out of this Agreement, that party shall be subject to the exclusive jurisdiction and venue of either the State courts of Hamilton County, Tennessee or the United States District Court located in Hamilton County, Tennessee. The parties consent to the personal and exclusive jurisdiction and venue of these courts.

12.   NON-ASSIGNMENT. This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of Licensor.

13.   ATTORNEYS' FEES. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorneys' fees incurred therein from the non-prevailing party, in addition to such other relief as the court may deem appropriate.

14.   INDEPENDENT CONTRACTORS. The Parties are acting as independent contractors, and under no circumstances shall any of the employees of one party be deemed the employees of the other party for any purpose. This Agreement does not constitute either party as the agent or legal representative of the other Party and does not create a partnership or joint venture.

15.   ENTIRE AGREEMENT. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions, and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or Licensor's order acknowledgment forms.

16.   CONTINUING OBLIGATIONS. Whether specifically identified or not, the obligations of the parties under this Agreement, which by their nature or content would continue beyond the expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement. In addition, the provisions of Sections 1, 2, 6, and 7 of this Agreement shall expressly survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

LICENSEE: **LICENSOR:**

_____   Grid Protection Alliance, Inc.

By: _____   By:_____
            (Signature)   (Signature)

Name: _____   Name: Dr. Christoph Lackner
            (Type or Print)

Email address: _____   Email address:
                                                                clackner@GridProtectionAlliance.org

Title: _____   Title: Operating Officer

<u>EXHIBIT A</u>

<u>Computer Programs</u>   <u>Annual Maintenance Fee</u>

openPDC Enterprise Edition ("EE Software") $20,000.00 USD

NOTES:

- Licenses are granted to utility operating companies and research institutions for use within a single computer infrastructure that may include multiple physical locations – each potentially with test, acceptance, and production instances of the licensed programs.
- The annual maintenance fee may include Licensor assistance in the installation of new versions of the applicable software should they become available during the annual maintenance period.
- The annual payment is due within thirty (30) days of the start of the annual maintenance period.
- The Annual Maintenance Fee of $20,000.00 USD shown above is for agreements executed prior to January 1, 2025, and it may increase in subsequent years.