

LICENSE AGREEMENT

This Agreement is made, effective the ____ of _____, 201__ (the “Effective Date”), by Electric Power Associations of Mississippi, Inc. (“Licensor”) and _____ (“Licensee”).

WHEREAS, Licensor has designed and developed and owns a Storm Assistance Website/Program that allows Licensor to arrange for, coordinate, and track the movement of electric utility crews and equipment and thereby help electric utilities assist each other in restoring electric service; and

WHEREAS, Licensee wishes to license from Licensor, and Licensor wishes to license to Licensee, the Storm Assistance Website/Program for use by Licensee;

THEREFORE, the Parties hereby agree as follows:

1. **Definitions.** As used this Agreement, the following terms have the following meanings, unless specifically provided otherwise in this Agreement:
 - a. “Licensed Program” means the Storm Assistance Website/Program designed, developed, and owned by Licensor.
 - b. “Licensed Activity” means the use of the Licensed Program by Licensee for the purpose of allowing Licensee to arrange for, coordinate, and track the movement of electric utility crews and equipment and thereby help electric utilities assist each other in restoring electric service.
 - c. “Developer” means Daniel Rutland (currently residing at 224 Kirkwood Drive, Clinton, Mississippi 39056) or such other person or entity as may be mutually agreed upon in writing by the Parties.
2. **Term.** The term of this Agreement begins on the Effective Date and continues (a) for as long as Licensee uses the Licensed Program, or (b) for five (5) years from and after the Effective Date, or (c) until this Agreement is otherwise terminated pursuant to its terms, whichever is earlier.
3. **Grant.** Licensor hereby grants to Licensee the right and license to use the Licensed Program in the Licensed Activities (“the License”), in accordance with the terms and conditions of this Agreement. Any use of the Licensed Program in a manner contrary to or inconsistent with this Agreement is prohibited.

4. Licensor and Licensee Responsibilities:

- a. Licensee shall pay Five Hundred Dollars (\$500.00) to Licensor for the License. Said payment shall be made by Licensee to Licensor within ten (10) business days from and after the Effective Date of this Agreement.
- b. After Licensor's receipt of Licensee's payment as set forth in subparagraph a, above, Licensor will make arrangements with Developer to provide the Licensed Program to Licensee in a condition suitable for Licensee's use. The Licensed Program provided to Licensee will be a base program that includes the features listed on Exhibit "A" hereto. The base program will be modified by Developer to reflect the name of Licensee and other information unique to Licensee as may be reasonably necessary in Licensor's judgment. Licensee may propose that changes or additions be made to the base program, but any such changes or additions must be (i) pre-approved by Licensor, in writing and in its sole discretion, and (ii) designed and implemented by Developer. All costs of any such changes or additions shall be paid by Licensee.
- c. Licensee will use the Licensed Program only for Licensed Activities and in a manner that will protect Licensor's rights and goodwill therein. Licensee will comply with reasonable use requirements delivered to Licensee by Licensor. Licensee will, upon Licensor's request, permit Licensor to inspect the manner in which Licensee has exercised the rights granted hereunder.
- d. If at any time Licensee's use of the Licensed Program does not conform to the reasonable use requirements permitted by this Agreement, Licensee will correct the deficiencies within ninety (90) days after receiving notice from Licensor. If Licensee fails to make such correction, then Licensee must cease use of the Licensed Program until the deficiencies are corrected. If the deficiencies continue for ninety (90) days or longer without being corrected after notice from Licensor, Licensor may terminate the License granted hereunder by providing Licensee written notice of such termination.
- e. Licensor will provide Licensee training sufficient to satisfactorily operate the Licensed Program.

5. Sublicenses and Assignments. Licensee may not sublicense or assign the Licensed Program without the prior written permission of Licensor.

6. Territory of Licensee. The License granted to Licensee under this Agreement is

limited to the state in which Licensee is located (as shown under the notice provisions of Paragraph 14(b), below).

7. Improvements. Changes or additions to the Licensed Program, including any patents, trademarks or copyrights obtained by Licensor or its agents, will remain the property of Licensor, will be made known to Licensee, and may, in Licensor's sole discretion, become subject to this Agreement.

8. Technical Assistance. During the term of this Agreement, Licensee agrees to retain the technical assistance of Developer in order to enable Licensee to keep operational the Licensed Program. Any charges for such assistance shall be paid by Licensee to Developer, and shall be paid by Licensee immediately upon Licensee's receipt of Developer's invoice for same.

9. Limitations of Liability and Damages. The Licensed Program is provided to Licensee without any warranties, express or implied. In no event shall Licensor be liable to Licensee or anyone associated or in privity with Licensee, for any actual, special, indirect, incidental, consequential, or punitive damages arising out of, relating to, or in connection with this Agreement, breach of this Agreement, failure of the Licensed Program, or any other circumstances relating to this Agreement, irrespective of the reason therefor, including but not limited to, the acts, omissions, or negligence of Licensor or Developer.

10. Indemnification. Licensee agrees to defend, indemnify and hold harmless Licensor and its officers, directors, employees, members, agents, and consultants against any third party claim, suit, proceeding or regulatory action that may arise out of or otherwise relate to this Agreement; and Licensee will indemnify Licensor and its officers, directors, employees, members, agents, and consultants against any and all losses, claims, damages, liabilities and expenses, including attorney's fees and litigation expenses, arising out of, or based upon, the use of the Licensed Program by Licensee.

11. Termination of Agreement

a. This Agreement may be terminated, as follows:

1. The parties may terminate this Agreement and their respective obligations thereunder by mutual, written consent.
2. Either party may terminate this Agreement immediately by giving notice in writing to the other party if the other party commits a material breach of any term of this Agreement and has not cured such breach within thirty (30) days of its receipt of written notice of the breach.
3. Either party may terminate this Agreement immediately by giving

notice in writing to the other party if the other party files for bankruptcy; becomes or is declared insolvent or is the subject of any proceedings related to liquidation, insolvency or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the cancellation, extension or readjustment of substantially all of its obligations.

- b. The exercise by Licensor of its rights under Paragraphs 11(a)(2) and/or 11(a)(3) does not preclude Licensor from pursuing additional damages for breach of this Agreement after its termination.

12. Arbitration. Any disputes or claims between the parties arising out of or relating to this Agreement shall be resolved exclusively by arbitration conducted in accordance with the rules of the American Arbitration Association, provided, however, that the arbitration shall not be filed with or administered by the American Arbitration Association. One arbitrator agreed upon and appointed by the parties shall administer and conduct the arbitration. Arbitration shall be held in Ridgeland, Mississippi, and the laws of the State of Mississippi shall be applied. Any decision in arbitration shall be final and binding upon the parties, and any judgment by the arbitrator may be subsequently entered in any Court of competent jurisdiction.

13. Confidentiality

- a. The Parties understand that during the performance of this Agreement, they may be provided and/or may have access to confidential information, including but not limited to proprietary and confidential information belonging to Licensor and/or private and confidential information related to Licensor's employees, contractors, or members.
- b. Licensee agrees and covenants not to disclose, disseminate or use such confidential information in any manner or for any purpose not authorized by Licensor in writing.
- c. Licensee understands and agrees that any disclosure, dissemination or use of Licensor's confidential information without written consent from Licensor shall constitute not only a breach of this Agreement but also will give rise to a separate claim against Licensee by Licensor for damages and other relief. If such an action is instituted by Licensor related to the impermissible disclosure, dissemination or use of such confidential information, Licensor shall be entitled to all available relief under the law, as well as all legal costs and expenses, including attorney's fees, incurred in bringing that action. Nothing in this Agreement shall be construed to prohibit any individual or entity not a party to this Agreement from

bringing a similar action against Licensee for the impermissible disclosure, dissemination or use of his/her/its confidential information.

14. General Provisions

- a. Governing Law. This Agreement and any disputes hereunder shall be governed by the laws of the State of Mississippi.
- b. Notices. All notices due under this Agreement must be in writing and will be deemed given (a) on the day when delivered personally; (b) on the third business day after being mailed by certified mail, return receipt requested; (c) the next business day after delivery to a recognized overnight courier; or (d) upon transmission and confirmation of receipt if sent by facsimile or other electronic media, to the parties at the following addresses, facsimile numbers or electronic mail address (or to such other address or numbers as such party may have specified by notice given to the other parties pursuant to this provision):

To Licensor: Electric Power Associations of Mississippi, Inc.
c/o Michael Callahan
Executive Vice-President and CEO
665 Highland Colony Parkway
Ridgeland, Mississippi 39157
Telephone: (601) 605-8600
Facsimile: (601) 605-8601
Email: Callahan@epaofms.com

To Licensee: [INSERT]

- c. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any and all prior communications and agreements, whether written or oral, concerning the subject matter hereof. Each party hereby acknowledges that no reliance is placed on any representation made but not referenced in this Agreement. All parties have participated in the preparation of this Agreement, with the assistance of their respective attorneys, and no presumptions or rules of interpretation based upon the identity of the party preparing or drafting this Agreement shall be applied or invoked.
- d. Modifications and Severability. Except as expressly provided herein, any modification to this Agreement must be made in writing and signed by an authorized representative of each party. If any provision to this Agreement is held to be unenforceable, such provision will be reformed to the extent

necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions.

- e. Waiver. The failure by a party to exercise any right hereunder or to insist upon or enforce strict performance of any provision of this Agreement will not waive such party's right to exercise that or any other right in the future.
- f. No Joint Venture. It is not the intention of the Parties to create, and nothing set out in this Agreement will be construed to create, a partnership, joint venture, employer-employee relationship, master-servant relationship, principal-agent relationship, or any other type of agency relationship between the parties.
- g. Titles/Headings. Titles/Headings are inserted for the convenience of the parties and are not to be considered when interpreting this Agreement.

15. Signatures

[Licensee]

Electric Power Associations of Mississippi, Inc.
By: Michael Callahan
Its: Executive Vice-president and CEO