

GE DIGITAL ALLIANCE PROGRAM MASTER AGREEMENT

This GE Digital Alliance Program Master Agreement is a binding agreement between GE (as defined below) and the legal entity submitting an application to GE to be a member of the Alliance Program (“Participant”). Each party will be called individually a “Party” and collectively, the “Parties,” to this Agreement. By clicking the “I Accept” checkbox and submitting an application, Participant agrees to be bound by all the terms and conditions stated herein. Upon acceptance by GE of Participant’s application, GE and Participant shall be deemed to have entered into these terms and conditions, which includes all the Policies (as defined below) (collectively, the “Agreement”).

The individual submitting an application for an entity to become a Participant represents and warrants that he or she is legally able to enter into binding agreements and is a duly authorized agent of such entity for the purpose of entering into this Agreement and binding such entity in accordance with its terms. He or she represents that the information submitted in connection with the application, including all application data are true, accurate, and complete.

1. Definitions.

- a. “Acceptable Use Policy” means the policies applicable to the GE Services available at <https://www.predix.io/legal/acceptable-use-policy>, as may be updated by GE from time to time.
- b. “Affiliate” means any individual, corporation, partnership, limited liability company, association, trust, or other entity that directly or indirectly, controls, or is controlled by, or is under common control with, a Party. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of any such entity or organization, whether through the ownership of securities, by contract, or otherwise.
- c. “Alliance Community” means a dedicated online portal that GE makes available to certain participants in the Alliance Program to facilitate participation in the Alliance Program, including the ability to access online training courses and collaborate with GE employees and other partners.
- d. “Alliance Program” means, collectively, the benefits, rights, and obligations of Participant described in this Agreement.
- e. “Confidential Information” of a Disclosing Party (as defined in Section 11) means all of the Disclosing Party’s information and documentation disclosed to or accessed by the Receiving Party (as defined in Section 11) in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as “Confidential” or similar, including any information developed by reference to or use of the other Party’s Confidential Information. GE’s Confidential Information includes the GE Services. “Confidential Information” does not include information that: (i) is independently developed by the Receiving Party, as demonstrated by the Receiving Party’s written records, without use of, or reference to, the Disclosing Party’s information; (ii) is or becomes publicly known (other than through breach of

this Agreement); (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (iv) is already known by the Receiving Party at the time of disclosure, as demonstrated by the Receiving Party's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (v) is rightfully received by the Receiving Party free of any obligation of confidentiality.

- f. "Effective Date" shall be the earliest date that: (1) GE provides a written confirmation of Participant's acceptance into the Alliance Program, or (2) the date that GE grants Participant with access to the Alliance Community.
- g. "GE" or "GE Digital" means GE Digital LLC if Participant is located in the United States, and otherwise, GE Digital International LLC.
- h. "GE APM Services" means applications marketed by GE for asset performance management and industrial internet applications, and other applications or solutions designated by GE from time to time in the Program Policies.
- i. "GE Branding Policy" means the GE monogram, logo, and trademark usage policies applicable to Participants (by Program Plan) as described at http://sc.ge.com/*Digital/Partner_Branding_Policy, as may be updated by GE from time to time.
- j. "GE Integrity Policies" means the policies identified in Section 4(a).
- k. "GE Services" means, collectively, the Predix Platform, GE APM Services, Alliance Community, and other services that GE provides or offers in connection with the Alliance Program.
- l. "Participant Data" shall mean information and content submitted, posted, or uploaded by Participant to the GE Services.
- m. "Policies" means, collectively, the policies and program descriptions incorporated by reference into the Agreement, including without limitation:
 - i. Program Policies;
 - ii. GE Integrity Policies;
 - iii. Acceptable Use Policy;
 - iv. Security Policies; and
 - v. GE Branding Policy.
- n. "Predix Platform" means GE's hosted platform for industrial internet applications, as further described on Predix.io.
- o. "Program Plan" means a specific go-to-market collaboration plan designed for a specific category of Participants, as defined in the Program Policies, and for which Participant has applied and been approved by GE.
- p. "Program Policies" means the documentation, descriptions, and policies governing the Alliance Program, available at http://sc.ge.com/*Digital/Alliance_Program_Policies, including the Program Plans and all policies, links, and documents incorporated or referenced therein, as may be updated by GE from time to time as stated in the Program Policies.
- q. "Program Tier" means subcategories within each Program Plan, if applicable, attained by Participant based on criteria set forth in the Program Policies.

- r. "Security Policies" means the GE Data Protection Plan, currently available at <https://www.predix.io/legal/data-protection>, as may be modified by GE from time to time.
 - s. "Suggestions" means ideas for improvements, features, extensions, or enhancements to GE Services, including new products or services.
2. Membership Benefits and Obligations.
- a. General Enrollment. Participant may apply to the Alliance Program by submitting the application on this Web site. By submitting an application, Participant agrees to be bound by this Agreement in the event that Participant is accepted by GE. GE may from time to time use the contact details provided by Participant to contact Participant in connection with the Alliance Program. GE will review Participant's application for completeness and notify Participant if additional information is required. GE reserves the right to accept or reject any application in its sole discretion. If GE accepts Participant's application, then Participant shall be notified and provided with instructions for general enrollment and access to the Alliance Community.
 - b. Program Plan Enrollment. After general enrollment, Participant may also apply to participate in one or more of the defined Program Plans. Enrollment as a Participant under this Agreement does not automatically entitle Participant to participate in any Program Plan, but Participant must submit a separate application to be considered for admission into a Program Plan. As part of such application, Participant may be requested to supply additional information, and GE may perform additional screenings specific to each Program Plan prior to admitting Participant. If GE accepts Participant's application to a specific Program Plan, then Participant is bound by the terms and conditions of the Program Policies that apply to that Program Plan, in addition to the other generally applicable terms and conditions of this Agreement. GE may, in its sole discretion, add additional Program Plans and discontinue existing Program Plans from time to time. If GE discontinues a Program Plan, GE will provide notice to Participant as described in the applicable Program Policies. Except as expressly permitted by the applicable Program Plans, Participant shall have no rights to distribute, sublicense, resell, or otherwise offer or market GE Services. Participant shall not represent, imply, or hold itself out as an authorized distributor, dealer, reseller, or agent of GE, unless expressly permitted by the applicable Program Plan to which Participant has been admitted.
 - c. Program Tiers and Benefits. Within each Program Plan, GE may define specific Program Tiers. Program Plan benefits and obligations may vary by Program Tier, as further described in the Program Policies. GE will assign Participant to the appropriate Program Tier based on the requirements met by Participant, as defined in the Program Policies.
 - d. Alliance Community. After Participant's general enrollment, GE may provide Participant with access to the Alliance Community. Participant's use of the Alliance Community shall be governed by the rules of the Alliance Community as described in the Program Policies. If GE permits Participant to provide customer referrals through

the Alliance Community, Participant understands and agrees that GE shall not be obligated to pay any referral fee or other compensation to Participant for such referrals unless otherwise expressly provided in the Program Policies relating to the Program Plan and Program Tier applicable to Participant.

- e. Predix Platform Access. GE may provide Participants under certain Program Plans and Program Tiers with access to the Predix Platform for authorized uses as described in the Program Policies. Participant agrees to access and use the Predix Platform solely as authorized by the Program Policies and for no other use. Participant agrees to safeguard all access credentials and to notify GE immediately of any security breach or unauthorized use of, or access to, the Predix Platform.
 - f. Technical Support. As a participant in the Alliance Program, Participant may be eligible to receive certain technical support offerings as described in the Program Policies. In addition, if described in the requirements of the Program Policies, certain Participants are obligated under some Program Plans to provide GE and its customers with technical support for their service offerings. GE may require Participant to demonstrate that it meets the technical support requirements set forth in the Program Policies and to maintain such technical support capabilities during Participant's enrollment in the applicable Program Plan.
 - g. Performance by Participant. Participant shall not appoint subdistributors, resellers, partners, system integrators, agents, or independent contractors to perform any obligation or to exercise any right under this Agreement without GE's prior, written consent, and may not provide or make available the GE Services third parties except as otherwise expressly permitted by, and in accordance with, the Program Policies.
3. Expenses; Payments.
- a. Expenses. Unless otherwise expressly provided, each party shall bear its costs and expenses with respect to the activities contemplated by this Agreement and neither party shall be entitled to any reimbursement, royalty, or fee hereunder.
 - b. Payments by Participant.
 - i. Certain Program Plans may require payment of application and membership fees as stated in the Program Policies. In addition, certain benefits and services provided under the Alliance Program may require payment of additional fees, as stated in the Program Policies. Participant agrees to pay such fees in accordance with the terms and conditions set forth in the applicable Program Policies.
 - ii. Unless otherwise stated, all fees are due 30 days after invoice by GE and shall be paid without set-off or counterclaim, and all fees are non-refundable, non-cancellable.
 - iii. GE may charge Participant a one and one-half percent (1.5%) monthly interest charge to be calculated monthly with respect to all outstanding amounts not paid within thirty (30) days following the date they come due, but in no event will any finance charge exceed the maximum allowed by law. If an audit by GE reveals any underpayment of amounts due to GE hereunder,

Participant shall immediately pay such amounts together with such interest charge.

- c. Payments by GE. Any payments that GE is obligated to make to Participant are described in the Program Policies. Unless expressly provided in the Program Policies for the applicable Program Plan and Program Tier, GE has no obligation to pay any referral fee, revenue share, royalty, or other payment or to reimburse Participant for any costs or expenses.
- d. Taxes. The fees and other amounts due to GE are exclusive of all taxes, duties and assessments, including sales, withholding, value-added, ad valorem and use taxes, whether federal, state or local, however designated, that may be validly levied or based upon this Agreement or upon the GE services furnished hereunder, excluding, however, taxes based on or measured by GE's net income, and any taxes or amounts in lieu thereof paid or payable by GE in respect of the foregoing. Taxes payable by Participant will be billed as separate items on GE's invoices and will not be included in GE's prices.

4. Compliance.

- a. GE Integrity Policies. Participant acknowledges it has received a copy, reviewed, and fully understands the General Electric Company's policies on Improper Payment, Complying with Competition Laws, International Trade Controls, Working with Governments, Conflicts of Interest, Intellectual Property, Controllorship and Money Laundering Prevention (collectively, referred to as "GE Integrity Policies"). Participant has reviewed the GE Integrity Policies with a representative of GE or via GE's Channel Compliance Center as indicated in the GE Spirit and Letter Acknowledgement. Participant, its officers, employees and approved Affiliates, distributors, and resellers, if any, agree to comply with the principles of these GE Integrity Policies and to comply with all laws applicable to the performance of this Agreement.
- b. Compliance Training and Monitoring. The Participant principal shall assign a compliance owner to put in place and supervise a compliance policy ("Participant Compliance Policy") that secures compliance with, the GE Integrity Policies. On a schedule determined by GE, Participant shall be required to complete a self-assessment on its adherence to this Participant Compliance Policy. In addition, GE reserves the right, within its own discretion, to require Participant to complete GE training on the GE Integrity Policies.
- c. Improper Payments. With respect to any transaction arising under the Agreement, Participant, including its officers, directors, employees and representatives, shall not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to (i) any person employed by or acting for or on behalf of any customer, private or governmental, or (ii) any government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action by the buyer in any commercial transaction or any governmental matter. Under the Agreement, neither Participant, nor its officers,

directors, employees or representatives, shall receive any unauthorized inducement or reward, directly or indirectly, for its benefit from the customer.

- d. Involvement of Government Officials. During the term of the Agreement, Participant represents that no owners, partners, officers, directors or employees of Participant are now or will become an official or employee of the government or an agency or instrumentality of a government, unless such persons obtain the prior written approval of GE Digital. Participant also represents that no owners, partners, officers, directors or employees have a family relationship with an official or employee of the government or an agency or instrumentality of a government, unless such persons obtain the prior written approval of GE Digital. Participant further represents it will not provide any meals, gifts, gratuities, entertainment or travel to any government official or employee of a government or agency or instrumentality of a government or political party without the prior approval of GE Digital.
- e. Change of Control. Participant shall inform GE of any changes to the ownership of Participant or to employees, if any, assigned to Participant's account.
- f. International Trade Controls. Participant agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure technology provided by GE under this agreement is not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Participant may not directly or indirectly export, reexport, or transfer any items or technology provided by GE under this agreement to:
 - (1) any country designated by the U.S. Department of State as a "State Sponsor of Terrorism", including for the purposes of this agreement North Korea, or to a resident or national of any such country;
 - (2) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government; or
 - (3) an end-user engaged in any nuclear, chemical, or biological weapons activities.Participant shall also comply with any and all anti-boycott laws including any executive orders, rules, or regulations.
- g. Acceptable Use Policy. If GE provides Participant with the means to submit, post, or upload any Participant Data, including, without limitation, to the Predix Platform or Alliance Community, Participant shall comply with the policies and requirements set forth in GE's Acceptable Use Policy, as it relates to any Participant Data. Participant represents that it has all necessary rights and consents to submit, post, or upload any Participant Data, and Participant will respond promptly to any notice provided by GE to Participant about Participant Data, including, but not limited to, any notices under the Digital Millennium Copyright Act.
- h. Security Policy. If GE receives access to Participant Data through the GE APM Services or Predix Platform, GE shall take commercially reasonable precautions as described in the Security Policies to prevent security breaches or accidental disclosures of any

such data. GE shall not be liable for any claims associated with security breaches that may impact such data, including, but not limited to, costs associated with forensic audits or fraud monitoring. With respect to such data, the parties agree that Participant is the data controller and GE is the data processor. Participant shall comply, and shall cause its customers to comply, with all applicable laws in providing GE access to all such data. Participant agrees to comply with all the terms and conditions of the Security Policies applicable to Participant's use of the GE APM Services or Predix Platform. Some Program Plans require Participant to meet specified data protection and security requirements and to submit certain Participant applications for security testing and approval, as further described in the Program Policies. Participant acknowledges that GE reserves the right to change the Security Policies and Program Plan data protection and security requirements, and to require retesting, validation, or recertification from time to time to address changing industry security standards and requirements. GE reserves to the right to terminate Participant's participation as to any Program Plan for which Participant fails to meet the above requirements or if GE determines, in its discretion, that Participant's participation presents a security risk to GE or its partners or customers.

- i. Suspension for Non-Compliance. Notwithstanding anything to the contrary, GE may suspend Participant's or any of its user's right to access or use any portion or all of the GE Services immediately upon notice if GE determines that: (A) Participant's, a Participant Affiliate's, or its customer's use of the GE Services (i) poses a security risk to the GE Services or any third party, (ii) may adversely impact the GE Services or the systems or data of any other GE customer, (iii) may subject GE, its Affiliates or any third party to liability, or (iv) may be fraudulent; or (B) the GE Services are rendered impossible or impractical as a result of any requirement of any law or judicial order; in each case, until such breach is cured or such condition no longer exists.

5. Audit.

GE shall have the right, itself, or by selecting an independent third party, and without prior notice, to audit Participant in order to confirm the accuracy of payments made or required hereunder and to satisfy itself of Participant's full compliance with this Agreement and GE's Integrity Policies, including, but not limited to, assessing the Participant Compliance Policy and compliance with the GE Integrity Policies and Security Policies, and examining adherence to the Participant's obligations and representations and warranties and confirming that no breach has or will occur. The audit scope shall include all books and records (in whatever form they may be kept, whether written, electronic, or other), relating or pertaining to this Agreement (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of Participant, including, but not limited to those kept by the Participant, principals, stockholders, owners, partners, directors, officers, employees and agents. Participant shall fully cooperate in such audit and render all necessary assistance. Participant shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Agreement and for at least five (5) years following the expiration, or termination, of this Agreement,

including any, and all, renewals thereof. If an audit reveals non-compliance with the terms and conditions of this Agreement, Participant will (i) reimburse GE for all expenses incurred in performing such audit and (ii) pay any underpayments or amounts overdue.

6. Intellectual Property.

- a. No Implied Licenses. Except as expressly stated in this Agreement, each party reserves all right, title, and interest in such party's copyrights, patents, trademarks, trade secrets, and other intellectual property or proprietary rights. No rights or licenses may be deemed transferred or granted hereunder by implication, estoppel, or otherwise than as expressly stated herein.
- b. Restrictions. Except as expressly provided in this Agreement, Participant will not and will not permit its customers, Affiliates, or any third party to (i) interfere with or disrupt the integrity or performance of the GE Services or the data contained therein; (ii) attempt to gain unauthorized access to the GE Services or its related systems or networks; (iii) remove, alter, or obscure any proprietary notices associated with the GE Services; (iv) disassemble, reverse engineer, decompile, or otherwise attempt to learn any source code or underlying functionality of the GE Services; (v) make, publish, distribute, or otherwise create unauthorized derivative works based upon the GE Services; (vi) share with or make available to any unauthorized party any credentials used in connection with the GE Services; (vii) create unauthorized "deep" links to or from the GE Services on the public Internet, or "frame" or "mirror" any content forming part of the GE Services; (viii) provide, maintain access, or use the GE Services in any manner inconsistent with this Agreement; or (ix) utilize the GE Services in order to (A) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (B) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; or (C) send or store infringing, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious, abusive or tortious material, including material harmful to children or that violates third-party privacy rights. If Participant is permitted, under the relevant Program Policies, to provide customers with access, directly or indirectly, to the GE Services, Participant shall require, and use reasonable efforts to enforce, agreements for each of its customers that obligate such customers to comply with the foregoing. Participant is solely responsible for, and GE shall have no liability with respect to, compliance with all applicable federal, state, or local law, statute, regulation, rule, ordinance, order, standard, or ruling in connection with the marketing, sale, delivery, or use of Participant's products or services, including, but not limited to, obtaining all necessary consents under applicable laws and regulations to permit the processing and use of Participant Data as required or permitted by this Agreement.
- c. Third-Party Bundled Rights. To the extent that the GE Services include or make use of software or other intellectual property owned by a third party and licensed by GE according to a separate agreement ("Third-Party Software"), Participant agrees to abide by, and to require its users to abide by, the terms of that separate agreement,

as provided by GE. Without limiting the generality of the foregoing, some GE Services may make use of open-source software.

- d. Service Data. Participant acknowledges and agrees that GE, its Affiliates, contractors, and agents may use data and information generated by or derived from the GE Services ("Service Data") to provide, maintain, protect, and improve the GE Services and to develop new products and services, subject to GE's compliance with applicable law. Participant shall obtain all necessary consents from third parties to permit the use of Service Data as described above. As between GE and Participant, GE will own all right, title or interest in or to any information, products, services, analytical or statistical models, or intellectual property developed by or on behalf of GE from such Service Data.
 - e. Suggestions. If Participant provides any Suggestions to GE or GE's Affiliates, then GE shall own all right, title, and interest in and to GE's use or implementation of such Suggestions, even if such Suggestions may be designated confidential. GE and GE's Affiliates will be entitled to use such Suggestions without restriction or compensation to Participant.
7. Marketing / Trademarks.
- a. Marketing Plan. If required by the Program Policies for the applicable Program Plan and Program Tier, Participant must submit a marketing plan for review and approval by GE as described in the Program Policies. GE reserves the right to require additional information or periodic reviews, in GE's sole discretion.
 - b. GE Branding Policy. Participant must comply with all terms and conditions stated in the GE Branding Policy with respect to the use of GE's names, logos, trademarks, service marks, or brands (collectively, "GE Marks"). GE reserves the right to revoke its consent to Participant's use of the GE Marks if Participant breaches the GE Branding Policy or if Participant's use of the GE Marks impairs the value of the GE Marks. Upon the termination of this Agreement, Participant shall immediately cease all use of GE Marks and shall destroy all marketing materials containing GE Marks within a reasonable time after such termination. All goodwill associated with any use of the GE Marks shall inure solely to the benefit of GE and its Affiliates.
 - c. Participant Marks. GE may use Participant's names, logos, trademarks, service marks, or brands ("Participant Marks") to identify Participant as a participant in the Alliance Program and to perform its obligations under this Agreement. GE will comply with reasonable requests by Participant regarding Participant's trademark and brand usage guidelines, as communicated to GE. However, GE shall have no obligation to use any Participant Marks.
 - d. Publicity. Participant may not issue any publicity, press release or other public statement about the Alliance Program or Participant's membership ("Publicity"), without GE's prior written consent. Participant must submit advance copies of any proposed Publicity for GE's review and prior approval using the contact information stated in the Program Policies.

8. WARRANTIES.

GE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO PARTICIPANT OR ANY OTHER PARTY WITH RESPECT TO THE GE SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A SPECIFIC PURPOSE, OR SYSTEM INTEGRATION IS EXPRESSLY EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GE DOES NOT REPRESENT THAT THE GE SERVICES WILL SATISFY PARTICIPANT'S OR ANY THIRD PARTY'S REQUIREMENTS, THAT THE GE SERVICES WILL OPERATE FREE FROM ERROR, DISRUPTION, OR CYBER-ATTACKS, OR WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION, OR THAT ANY DATA PROVIDED OR RETRIEVED USING THE GE SERVICES WILL BE ACCURATE.

9. LIMITATIONS OF LIABILITY.

- a. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS OPPORTUNITY, REVENUE, DATA OR GOODWILL, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.
- b. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE GREATER OF: (1) AMOUNTS PAID OR PAYABLE BY PARTICIPANT TO GE UNDER THIS AGREEMENT, OR (2) AMOUNTS PAID OR PAYABLE BY GE TO PARTICIPANT UNDER THIS AGREEMENT, WHICH IN EACH CASE WERE MADE WITHIN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THIS SECTION 9(b) APPLIES REGARDLESS OF HOW THE LIABILITY AROSE OR THE THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION).
- c. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS SECTION 9 DO NOT APPLY IN THE CASE OF: (A) AN INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (B) A BREACH OF SECTION 11 ("CONFIDENTIAL INFORMATION"), (C) EITHER PARTY'S OBLIGATION UNDER SECTION 12 ("INDEMNIFICATION"), OR (D) ANY LIMITATION OR EXCLUSION, TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW.

10. Term and Termination.

- a. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue until the end of the current calendar year (i.e., December 31 of that year) (the "Program Year"). At the end of each Program Year, this Agreement will automatically renew, unless GE or Participant otherwise provides at least thirty (30)

days prior written notice to the other party of its intent to terminate this Agreement. If this Agreement renews, GE may review Participant's status and qualifications against the Program Plan and Program Tier requirements in effect for the then-current Program Year and make changes to Participant's status in the Alliance Program based on such requirements.

- b. Termination for Cause. Either Party may terminate this Agreement (and GE may terminate Participant's participation in any Program Plan) effective upon thirty (30) days' prior notice to the other Party, if the other Party commits a material breach of any of its duties, obligations, or responsibilities under this Agreement and fails to cure such breach or provide the other Party with an acceptable plan for curing such breach within thirty (30) days after receipt by the breaching Party of written notice specifying the breach. GE may also terminate Participant's participation in this Alliance Program or any Program Plan at any time, if Participant fails to meet or maintain the qualifications required by this Agreement, including the Program Policies.
- c. Immediate Termination by GE. This Agreement will terminate immediately upon notice by GE to Participant: (a) for any breach by Participant of its obligations related to Section 4 ("Compliance"), Section 6 ("Intellectual Property"), Section 11 ("Confidential Information"), or (b) if Participant files or has filed against it a petition in bankruptcy not dismissed in 30 days, has a receiver appointed to manage its assets or business, admits that it is insolvent or unable to pay debts as they mature, or ceases to carry on business in the ordinary course.
- d. Effects of Termination or Expiration. Upon termination or expiration of this Agreement, all Alliance Program benefits and all rights and licenses granted hereunder to Participant will terminate immediately, except as otherwise expressly stated in the applicable Program Policies. Immediately upon such termination or expiration, and except as otherwise provided in the Program Policies, Participant will (i) cease all use of the GE Marks; (ii) cease all access to the Alliance Community and GE Services; and (iii) return, delete, or destroy all copies of any GE Confidential Information under Participant's control. Immediately upon termination or expiration, GE's obligations to provide GE Services shall cease, provided that the Parties shall continue to provide the transitional services to customers, if any, described in the Program Policies. No termination or expiration of this Agreement will release a Party from any obligation which has accrued or become payable at or prior to the date of termination or expiration.
- e. Survival. Upon termination of this Agreement, the following provisions and their subsections will survive in full force and effect: 5, 6, 9, 10, 11, 12, and 13.

11. Confidential Information.

- a. Confidentiality Obligations. From time to time, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party"), in writing, Confidential Information. Each Party agrees that during the Term and thereafter: (i) it will use Confidential Information belonging to the Disclosing Party solely for the

purposes of this Agreement; and (ii) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, representatives, Affiliates, or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. For Confidential Information that does not constitute "trade secrets" under applicable law, these confidentiality obligations will expire three (3) years after the termination or expiration of this Agreement. For Confidential Information that constitutes a "trade secret" under applicable law, these confidentiality obligations will continue until such information ceases to constitute a "trade secret" under such applicable law. The Receiving Party will be responsible for any breach of this Section 11 by its employees, representatives, Affiliates, and agents. Upon the request of a Disclosing Party, the Receiving Party will deliver to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information. The Receiving Party agrees to certify in writing to the Disclosing Party that it and each of its Affiliates has performed the foregoing.

- b. Required Disclosures. The confidentiality obligations described in this Section 11 will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

12. Indemnification.

- a. Indemnity by GE. If a third party institutes a claim that the GE Services as provided hereunder by GE infringe such third party's United States patent, copyright, trademark, or trade secret, GE will (i) defend Participant against any such claim at GE's expense and (ii) pay all damages and costs finally awarded by a court of competent jurisdiction or any settlements entered into by GE. GE's obligations under the preceding sentence are subject to Participant promptly notifying GE in writing of such third-party claim or cause of action once Participant receives written or other actual notice thereof, and giving GE (and procuring that the applicable customers give GE) sole control of, and all cooperation requested by GE in, the defense or any related negotiations; provided, however, that GE shall have no obligation under this Section to the extent any claim of infringement results from (a) Participant's or its customer's use of the GE Services in combination with any other hardware, software, content, or services not provided or specifically approved by GE; (b) any alteration or modification of the GE Services not provided or specifically approved by GE; or (c) specifications, software, hardware, content, or branding provided by Participant ("Participant Materials"), or (d) Participant's or a customer's use of the GE Services in a manner not approved by GE or not provided for or described in the applicable documentation, if such infringement would not have occurred but for such combination, alteration, Participant Materials, modification or use of the GE Services (collectively the "Indemnification Exceptions"). If any infringement claim or cause of action is made or is likely to be made (in GE's sole judgment), GE may, in its sole discretion, either (A) obtain the right for Participant and its customers to continue to use the affected GE Services or (B) modify or replace the affected GE Services;

provided, however, that if the alternatives described in subsection (A) and (B) are not commercially reasonable, then GE may terminate Participant's rights to use the affected GE Services and refund to Participant a pro-rated portion of any pre-paid fees for such GE Services. Following such refund, Participant shall cease to use the affected GE Services and shall cease to permit its customers to use the affected GE Services. This Section 12(a) states GE's entire obligation to Participant, and Participant's exclusive remedy with respect to any claim of infringement.

- b. Indemnity by Participant. Participant will indemnify, defend, and hold harmless GE and its Affiliates, and their respective officers, directors, employees, and agents against any loss, damage, liabilities, or expenses (including reasonable attorneys' fees) associated with any claims brought against them by a third party arising out of or caused by Participant's: (1) violation of a third party right, including infringement of any copyright, patent, trademark, trade secret or other intellectual property or proprietary right, (2) violation of any applicable law, statute, rule, regulation, ordinance, or government order, (3) use or provision of Participant Materials, or (4) a breach by Participant of its obligations under this Agreement. GE shall give Participant notice of the foregoing claims, and offer to give Participant control over the defense or settlement of such claims, provided that Participant must obtain GE's consent prior to any settlement that imposes any obligation on GE or otherwise prejudices GE's rights. GE shall have the right to be represented by counsel of its choosing in any proceeding.

13. Miscellaneous.

- a. Performance by GE. GE may appoint subdistributors, agents, related companies, partners, system integrators, or independent contractors to host, to perform or otherwise to provide the GE Services and to fulfill its obligations hereunder. GE shall be solely responsible for such third parties.
- b. Nonexclusive Agreement. This Agreement is nonexclusive in nature, and does not restrict either Party (or its respective Affiliates) from competing with the other Party (or its respective Affiliates). Without limiting the generality of the foregoing, GE may provide the GE Services directly, through its Affiliates, or through third parties, in each case, independently of this Agreement.
- c. Disputes; Governing Law; Venue. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, excluding its principles of conflict of laws. The Parties hereby submit to the exclusive venue and jurisdiction in the state and federal courts having jurisdiction over New York City, New York. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY. All disputes, controversies and claims arising under, out of, in connection with, or in relation to this Agreement, or the making or validity of this Agreement, or its interpretation, or any breach thereof, or any related matters or any legal relationship associated therewith or derived therefrom (collectively "Disputes") shall be notified by the initiating party to the other party by written notice. Within 30 days of the written notice, the representatives of each party responsible for the business relationship shall meet to discuss reasonable resolutions of such Disputes. If, within 60 days of such written notice, the parties are unable to resolve a Dispute, either party may seek any available remedy in any state or federal court of New York, New York. Notwithstanding the foregoing, either party may seek appropriate judicial

equitable remedies from the applicable federal or state courts of New York, New York, regarding all Disputes prior to or during the attempts to resolve any Disputes. The parties irrevocably submit and attorn to the original jurisdiction and venue of those courts in respect of all such matters.

- d. Injunctive Relief. Remedies at law may be inadequate to provide full compensation if a Party materially breaches any of its obligations with respect to Confidential Information or infringes the other Party's intellectual property or proprietary rights, and the other Party will therefore be entitled to seek injunctive relief for (or to prevent) any such breach.
- e. Assignment. This Agreement and any rights granted to Participant hereunder are personal and non-assignable. No rights, or obligations of, or services to be rendered by, Participant under this Agreement shall be assigned, transferred, or subcontracted to any third party without the prior written consent of GE. GE may assign, transfer, or novate, its rights and obligations under this Agreement, in part, or in whole, to any of its Affiliates or successors without Participant's consent. Participant agrees to execute any documents that may be necessary to effect GE's assignment, novation, or transfer.
- f. No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement will constitute consent to any prior or subsequent breach.
- g. Force Majeure. Neither GE nor Participant shall be liable to the other Party for any delay or failure to perform (except for the failure to pay any monies owed) arising out of causes beyond its reasonable control, including riots, vendor nonperformance, epidemics, unusually severe weather, fire, flood, power or Internet outages, war, acts of the enemy or terrorists, embargoes or work stoppages, labor disputes, or strikes. GE and Participant shall notify each other forthwith upon hearing of any event which may result in any delay or failure to perform. There shall be no termination of the Agreement, and the time of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay or failure.
- h. Changes and Modifications. The terms and conditions of this Agreement may not be amended, waived, or modified, except in writing signed by both Parties.
- i. Severability. If any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.
- j. Notice. In any case where any notice, approval, agreement or other communication is required or permitted to be given hereunder, such notice, approval, agreement or communication will be in writing and deemed to have been duly given and delivered: (i) if delivered in person, on the date of such delivery; (ii) if sent by express courier or registered or certified mail (with return receipt requested), on the date of receipt of such mail; or (iii) if sent by confirmed electronic transmission, on the date of receipt of such electronic transmission. Such notice or other communication to Participant will be sent to the address or email provided by Participant during the application process or subsequently (as may be updated by Participant using one of the means provided by GE for updating contact information) or posted to the Alliance Community Web site and shall be effective upon the date sent or posted. Such notice or other communication to GE will be sent to the following address (as may be updated by GE from time to time upon notice to Participant or by posting a notice to this Web site):

GE
2623 Camino Ramon
San Ramon, CA 94583
Attn: **Legal**
Email: contracts.software@ge.com

- k. Counterparts. This Agreement may be executed in counterparts, all of which when taken together constitute a single agreement.
- l. Negotiated Terms. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.
- m. Entire Agreement. This Agreement, including all exhibits, appendices, and any other documents referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other communications, including all prior agreements, between the Parties with respect to such subject matter.
- n. Independent Contractors. The relationship of GE and Participant established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either Party as the agent of the other Party, or constitute the Parties legally as partners or joint venturers or as creating the relationship of employer and employee, master and servant, franchisor and franchisee, fiduciary, or principal and agent between Participant and GE.

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