

GE Digital Hosted Application Terms and Conditions (06/2016)

This Agreement (also referred to as "Order") is made by Licensor, a company whose address and primary contact information are contained on the face of the GE purchase order ("Order Document") to which these terms apply, and General Electric Company, a company organized and existing under the laws of the State of New York, U.S.A., and acting through GE Digital LLC with a place of business at 2623 Camino Ramon, San Ramon, CA 94583, U.S.A. ("GE").

1. **ACCEPTANCE AND TERMS AND CONDITIONS:** (a) Licensor accepts this Agreement, its terms and conditions, and any changes by signing the acceptance copy and returning it to GE. Commencement of any services called for by this Agreement in the absence of Licensor's written acknowledgment shall be deemed acceptance of this Agreement. (b) By acceptance of this Agreement, Licensor agrees to comply with all the terms and conditions of this Agreement, including all supplements and other documents referred to in this Agreement. (c) This Order does not constitute an acceptance by GE of any offer to sell, quotation, or proposal. Reference in this Agreement to any such offer to sell, quotation, or proposal shall not constitute a modification of any of the terms and conditions of this Agreement. GE acknowledges that the Products/Software are licensed and not sold, and may come with license terms. ANY ATTEMPTED ACKNOWLEDGMENT OF THIS AGREEMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON GE UNLESS SPECIFICALLY ACCEPTED BY GE IN WRITING, AND GE HEREBY REJECTS ANY SUCH PROPOSED MODIFICATIONS. THIS INCLUDES ANY END USER LICENSING AGREEMENT, SHRINKWRAP AGREEMENT AND/OR CLICKWRAP AGREEMENTS IN CONFLICT WITH THE TERMS HEREIN. (d) Any acceptance, approval and/or payment made by GE in connection with work hereunder, shall not relieve Licensor of its responsibilities under this Order.

2. PRICES and PAYMENT:

- (a) All prices are firm and shall not be subject to change. Licensor's price includes all payroll, occupational, and value added taxes not recoverable by GE, as well as any other taxes, fees and/or duties applicable to the goods and/or services purchased under this Agreement; provided, however, that Licensor must separately identify on Licensor's invoice any state and local sales, use, excise and/or privilege taxes, if applicable, and will not include such taxes in Licensor's price. If Licensor charges GE with any value added or similar tax, Licensor shall ensure such taxes are invoiced to GE in accordance with applicable rules so as to allow GE to reclaim such value-added or similar tax from appropriate government authorities. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If no firm or other price appears, no payment in excess of any monetary limitation appearing on the face of the Order Document shall be permitted without the prior written approval of GE. Pricing shall not be adjusted without prior written approval of GE.
- (b) GE shall pay the License Fees according to the schedule on the Order Document. - Unless otherwise stated on the face of this Order, payment terms are due net one hundred and twenty (120) days from the Payment Start Date. The Payment Start Date is the later of 1) The delivery date identified on the Order, (2) The received date of the goods and/or services in GE's receiving system or (3) The date of receipt of valid invoice by GE. Seller's invoice shall in all cases bear GE's Order number. GE shall be entitled to reject any invoices failing to note GE's Order number or that are otherwise inaccurate. Any resulting delay in payment shall be Seller's responsibility. Licensor's invoice shall in all cases bear GE's PO number. GE shall be entitled to reject any invoices failing to note GE's PO number or that are otherwise inaccurate. Any resulting delay in payment shall be Licensor's responsibility. Failure or delay by GE to make payments, by reason of Licensor's failure to follow the instructions herein, shall not be deemed a breach of this Order. Licensor warrants it is authorized to receive payment in the currency stated in this Order.
- (c) Licensor agrees it shall ensure that GE receives the status of a most-favored customer with respect to matters of pricing for services or licenses provided hereunder. If Licensor agrees to more favorable terms to any of its other customers at the time of negotiations, or during the term of this Agreement, Licensor shall, within thirty (30) calendar days, notify GE in writing and ensure GE receives these more favorable pricing terms for all products and Services provided hereunder retroactive to the date of such offer - and for so long as those terms are offered to other customers. Upon such notice, this Agreement will be deemed by all parties to have been amended to incorporate all such favorable changes - excepting any changes as may be rejected in writing by GE. Licensor agrees to provide GE with certification of compliance with this clause, completed by an authorized Licensor official, upon request by GE.

3. SERVICES AND LICENSES.

- (a) Application Services and Hosting Services. Licensor shall provide GE with the Application Services described in the Order Document and in connection with the Application Services, Licensor shall at all times throughout the Term, host, operate and maintain: (a) the Hosted Application; (b) the Hosting Equipment; and (c) the Systems Software, in compliance with the Specific Application Services and Hosting Services Requirements below.
- (b) Support Services. Licensor shall provide Technical Support as part of the Application Services at no additional charge.
- (c) Documentation. On or before the date the Application Services are first made available to GE, Licensor shall deliver all Documentation to GE in a reproducible electronic form reasonably acceptable to GE. If at any time the Documentation is revised or supplemented (including upon any Update to the Hosted Application), Licensor shall promptly deliver the revised or additional Documentation to GE at no charge. GE (and its authorized designees) may make any additional copies of the Documentation as GE deems necessary, provided that any copyright, trademark and other proprietary notices included in the Documentation are not be obscured or deleted.
- (d) Professional Services. To the extent that Licensor provides any Professional Services to GE in connection with the Application Services and Hosting Services, such Professional Services shall comply with and be subject to the specific terms in the Performance and Professional Services section below.
- (e) Disclosure and Approval of Infrastructure. As part of the GE procurement process (and from time to time during the Term, upon making changes) Licensor shall cooperate and assist GE in its internal technical risk assessment, disclosing such technical information requested by GE concerning the Application Services, Hosted Application and Hosting Services as is necessary for GE to complete such assessments.

4. SPECIFIC LICENSOR RESPONSIBILITIES:

- (a) Hosting Equipment and Systems Software. As between GE and Licensor, Licensor at all times during this Agreement shall bear: (a) complete responsibility for the operational support and maintenance ("Operational Responsibility"), (b) complete responsibility for interacting with any third party vendors supplying tangible or intangible components of the Hosting Equipment and Systems Software (including license and intellectual property compliance and contract issues) ("Administrative Responsibility"), (c) complete responsibility for all financial costs and expenses related to procuring and maintaining the Hosting Equipment and Systems Software (including acquisition, lease, license, and other ownership costs; cost of modifications, upgrades, enhancements, new releases, replacements, expanded license rights; and growth and technology refreshments) ("Financial Responsibility"), and (d) complete responsibility for owning title to (or holding sufficient possessory rights to, or entering into legally adequate contracts, leases, and licenses for the furnishing of) the Hosting Equipment and Systems Software, in Licensor's own legal name and entity ("Legal Responsibility").
- (b) Hosted Application. As between GE and Licensor, Licensor at all times during this Agreement shall bear: Operational Responsibility, Administrative Responsibility, Financial Responsibility and Legal Responsibility for the Hosted Application.

5. SPECIFIC APPLICATION SERVICES AND HOSTING SERVICES REQUIREMENTS. Except for responsibilities expressly assumed in writing by GE, Licensor shall be solely responsible for providing all facilities, personnel, and other resources (including equipment and software) necessary to provide the

Application Services, Hosting Services and Hosted Application to GE, at no additional charge over the prices and fees agreed on the Order Form. The following requirements apply to the Application Services and Hosting Services unless, after disclosure and internal review, GE modifies or waives them in writing:

- (a) Servers, Data Storage and Backup. The Hosted Application shall at all times during the Term of the Agreement comply with the following: (a) it shall be hosted on dedicated servers, with GE's instance of the Hosted Application being physically and/or logically separate from that of other Licensor customers; (b) and any GE Data generated, uploaded, or otherwise involved in using the Hosted Application shall be stored and maintained logically separate from the data of other Licensor customers; and (c) Licensor shall provide nightly off-site data file backup with respect to any GE Data generated, uploaded or supported by the Hosted Application or Application Services.
- (b) Data Centers and Facilities. Every data center and/or other physical facility necessary to provide and maintain the Application Services, Hosting Services and Hosted Application shall at all times during the Agreement Term be staffed on a 24x7 basis, with full power and communications redundancy.
- (c) Data Protection and Privacy. The Application Services, Hosting Services and Hosted Application shall at all times during the Agreement Term operate and be operated in compliance with the requirements of the GE PDPP.
- (d) Diligent Environment Support. Licensor at all times during the Agreement Term shall provide its best efforts (or shall comply with the specific terms of an attached service level agreement between the parties) in identifying and resolving any and all issues and errors with respect to the Hosted Equipment and Systems Software upon which the Hosted Application is dependent (including developing workarounds which will allow the Hosted Application to perform in accordance with this Agreement).
- (e) Implied Services. If any services, functions, or responsibilities are required for the proper performance and provision of the express Services provided in this AGREEMENT, regardless of whether such services, functions, or responsibilities are specifically described in the AGREEMENT, they shall be deemed to be implied by and included within, at no additional charge, the scope of the Services to be provided by Licensor to the same extent and in the same manner as if specifically described in the Agreement.

6. SUBCONTRACTING.

- (a) Disclosure and Prior Written Approval. Licensor shall not delegate or subcontract any of its obligations, responsibilities or Services under this Agreement without GE's prior written approval, which GE may withhold in its sole discretion. Prior to entering into a new or replacement contract with a third party during the Term of the Agreement to provide any portion of the Services or fulfill any of the obligations or responsibilities of Licensor under this Agreement, Licensor shall give GE reasonable prior written notice of the new or replacement Subcontractor (including a description of the identity and qualifications of the proposed Subcontractor, the work to be subcontracted, an explanation of why that work is to be subcontracted, and descriptive information about the proposed Subcontractor's ability to perform the work. With respect to any proposed Subcontractor which shall Process or Access GE Data (as defined in the PDPP), Licensor shall perform and provide a security assessment or audit of the proposed Subcontractor (or make available to GE the opportunity to do so), at no charge to GE.
- (b) Required Terms. In any subcontracting approved by GE under this Section, Licensor shall establish and maintain written terms which: (a) specifically list and incorporate in detail the duties, obligations and performance terms of this Agreement and any applicable SOW which are

relevant to the particular Services that are provided by the subcontractor in lieu of being directly provided by Licensor; (b) flow down all obligations and restrictions which Licensor is required to meet under this Agreement and the applicable SOW in order for Licensor to be in compliance under this Agreement and any applicable SOW (expressly including, without limitation, the restriction on further subcontracting of obligations without GE's or the GE Affiliate's prior written consent); and (c) identifying GE in as a direct and intended third party beneficiary of the subcontracted obligation

- (c) Indemnification, Intellectual Property and Security Requirements. Licensor shall remain responsible for obligations, services and functions performed by Subcontractors to the same extent as if such obligations, services and functions were performed by Licensor's employees and other personnel, and for purposes of this Agreement all such work shall be deemed work performed by Licensor. Licensor shall be responsible for and shall indemnify GE against the acts or omissions of its Subcontractors in connection with any Services performed under this Agreement. Licensor shall be GE's sole point of contact regarding the Services, including with respect to payment. Licensor shall be solely responsible for all payments to its Subcontractors. Licensor shall cause all Subcontractors to comply with the obligations and restrictions applicable to Licensor under the Agreement. Licensor shall not disclose GE Confidential Information to a Subcontractor unless and until the Subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Licensor under this Agreement. Further, Licensor shall ensure that each Subcontractor performing any Services under this Agreement shall have executed a written agreement, prior to the performance of any such Services, that will provide GE with the same Intellectual Property Rights in all Deliverables created by such Subcontractor that GE would receive under this Agreement as if Licensor created such Deliverables itself under this Agreement. Licensor shall flow-down all security requirements under this Agreement to its Subcontractors.
- (d) License Grant. Licensor hereby grants and agrees to grant to GE, GE Affiliates, and Client/Users (including permitted designees) a non-exclusive, irrevocable, worldwide, royalty-free, fully paid-up right and license during each Subscription Term (including any Transition Assistance Period) (i) to access, display and use the Application Services and Hosted Applications as set forth in an Order Form and this Agreement and (ii) to use the Documentation for the purposes of supporting the permitted uses of the Application Services and Hosted Applications, as described in this Agreement.
- (e) Scope of License. The license granted in this Agreement includes the right of the number of concurrent Client/Users set forth in an Order Form to access, display and use the Application Services and Hosted Application and to use the Documentation (i) for the internal use of GE and/or (ii) for the benefit of GE Affiliates, agents, business partners, customers and prospective customers and Licensors, and/or (iii) otherwise in commerce in the normal course of GE's business, on an unlimited number of Computers or equipment, and at an unlimited number of sites worldwide.

7. APPLICATION SERVICES RELEVANCE. At all times during the Agreement Term, Licensor shall make commercially reasonable efforts to keep and maintain the Application Services in sync with the technological developments and advances, application delivery methods, and standards necessary to, or generally in use within, the Licensor's industry (including but not limited to modifying, enhancing, supplementing and/or replacing all or part of the Application Services).

8. SECURE SOFTWARE DEVELOPMENT

- (a) Licensor shall ensure all Products have been developed in accordance with principles of secure software development consistent with software development industry best practices, including, security design review, secure coding practices, risk based testing and remediation requirements.
- (b) Licensor must use reasonable measures to secure the software development environment of the Products from unauthorized access.

- (c) Licensor shall include cybersecurity guidance in the Product documentation provided to GE. This documentation shall include guidance on how to configure the Products and/or the surrounding environment to best ensure security. It shall also include guidance on which logical or physical ports are required for the product to function. If authentication is used to protect access to any service or capability of the Products, regardless of the intended user of that service/capability, the Supplier shall ensure:
 - (i) the Products shall not provide access to that service or capability using a default account/password;
 - (ii) the Products shall not provide access to that service or capability using a "Backdoor" account or password;
 - (iii) the Products' associated authentication and password change processes shall be implemented with an appropriately secure cryptographic level; and
 - (iv) GE shall be able to change any passwords supported by the Products.
- (d) Services or capabilities that are not required to implement the Product's functionality shall by default be disabled, or shall require authentication to protect access to this service or capability.
- (e) In the event that any wireless technology is incorporated in any Product, Licensor shall document that the wireless technology complies with standard operational and security requirements specified in applicable wireless standard(s) or specification(s) (e.g., applicable IEEE standards, such as 802.11).
- (f) In the event that any cryptographic systems are contained in the Product, Supplier shall only use cryptographic methods that are "Approved" as defined in the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2), and Supplier shall provide an automated remote key-establishment (update) method that protects the confidentiality and integrity of the cryptographic keys.

9. CUSTOMIZATION SERVICES. Should GE desire customizations or modifications to the Software or Documentation or other additional services related to the Product ("Additional Services"), such Additional Services shall be provided in accordance with the terms of a negotiated GE services order and the terms and conditions of the GE Global Research Service Order shall apply.

10. CONFIDENTIALITY.

(a) Proprietary Information (defined in clause 31 below) shall remain the sole and exclusive property of the disclosing party (or the appropriate third party who provided such information to the disclosing party). Neither party shall disclose, reproduce, use, distribute, reverse engineer, decompile, or transfer, directly or indirectly, in any form, by any means, or for any purpose, the Proprietary Information, except as expressly provided in this Agreement.

(b) The disclosure of Proprietary Information does not confer upon the receiving party any license, interest, or rights in the Proprietary Information or property of the disclosing party, except as provided under this Agreement. Each party shall require its employees to abide by the restrictions of this Agreement and the receiving party shall only allow (i) its contract workers access to Proprietary Information if such contract workers are subject to nondisclosure restrictions no less protective of the Proprietary Information than this Agreement; and (ii) it employees and agents access to Proprietary Information only on a need-to-know basis.

(c) Subject to the terms set forth herein, each party shall protect the other party's Proprietary Information with the same degree of protection and care it uses to protect its own proprietary information, but in no event less than reasonable care.

(d) Proprietary Information obligations in this Section shall continue for the term of for a period of three (3) years after the date of initial disclosure unless otherwise agreed by the parties in writing.

(e) Nothing in this section shall prohibit or limit the receiving party's use of information proven by the receiving party to have been: (i) at disclosure, generally available to the public; (ii) after disclosure, generally available to the public, except through breach of this Agreement by the receiving party; (iii) in the receiving party's possession before disclosure and not acquired directly or indirectly from the disclosing party; (iv) after disclosure available to the receiving party from a third party that is not legally prohibited from disclosing such information, provided such information was not acquired directly or indirectly from the disclosing party; or (v) developed by or for the receiving party independently of the disclosure. The receiving party may disclose Proprietary Information to an agency

of the U.S. government pursuant to a requirement of that government agency or by operation of law, provided the receiving party shall notify the disclosing party prior to disclosure to give the disclosing party an opportunity to seek an appropriate protective order. In the case of such disclosures to government agencies, only that part of the Proprietary Information which the receiving party is required to disclose shall be released.

11. WARRANTIES. For the term of the license, Licensors represents and warrants as to the Product and Services that:

(a) Licensors is the owner of the Product, including all associated intellectual property rights, or otherwise has the right to grant to GE the rights and licenses hereunder without violating any laws or conflicting with or infringing the rights of any third party. Licensors has the authority, license, or permission from any third party owner or security interest holder, to use said intellectual property in conjunction with the provisions of this Agreement.

(b) The Software, including any Updates and new releases, shall reside on media and/or through electronic download free from defects in manufacture, material, and workmanship and shall function properly and in conformity with performance specifications (including without limitation compatibility, capacity, reliability, throughput and interoperability requirements) in the Documentation and other written materials provided to GE that relate to the Software. Licensors agrees the Products (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising Products; and (b) shall be free of viruses, malware, and other harmful code (including, without limitation, time-out features) which may interfere with the use of the Products regardless of whether Licensors or its personnel purposefully placed such code in the Products. In addition to exercising any of GE's other rights and remedies under the Contract Document or otherwise at law or in equity, Licensors shall provide GE, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, "Revised Code") which prevents a breach of any of the warranties provided under the Contract Document or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of the Contract Document. If any original Documentation is revised or supplemented, Licensors shall deliver copies to GE at no charge in quantity equivalent to the quantity of such original Documentation.

(c) Licensors shall maintain the Product in good working order, keep it free from defects in material and workmanship, and remedy any failure of the Software to perform in accordance with this Agreement, including the warranties set forth herein, or which impairs GE's use thereof, or any other malfunction, defect or non-conformity in the Product. For the purposes of this Agreement, Updates to the Software (particularly those intended to remediate security vulnerabilities) shall be considered part of the Software and Licensors's warranty and support obligations with respect thereto shall be identical to, and coterminous with, Licensors's defined service life of the Software. Updates shall be treated for warranty purposes as the license of new software and GE shall be entitled to a separate warranty and Warranty Period for each such Upgrade. Any services delivered or performed under this Agreement shall be in accordance with the highest generally accepted standards of the profession in existence at the time such services are performed. During the Warranty Period of the Product, and for the term of any services provided hereunder, Licensors shall promptly notify GE of any defects or malfunctions in the Software or Documentation of which it learns from any source. For the full duration of the Licensors's defined service life of the Software, the Licensors will make available, through a publicly available medium, all updates required to maintain the security of the Software and remediate any Licensors-identified vulnerabilities.

(d) Warranties and Provisions for Services. If any services are purchased by GE under this Agreement, all such services furnished shall be performed by technically competent and qualified personnel in a safe and workmanlike manner, shall conform to the requirements of this Agreement including any specifications attached or referenced herein, and shall be performed in accordance with the highest generally accepted professional standards associated with the particular industry or trade.

(e) Software Updates. Licensors warrants and represents that (i) all Software Updates shall, at a minimum, be consistent with then-existing and released industry standards; (ii) no Software Upgrade will materially degrade the functionality, capabilities or features of the Product at the time of release of such Software Upgrade and; (iii) all Software Updates shall be backwardly compatible with the data structures, databases and system architectures employed with previously installed versions of the Software and Hardware provided under this Agreement and/or in use by GE nor shall such Software Upgrade require redeployment of any such data structures, databases, or system architectures.

(f) Open Source and Third Party Materials. Licensor represents, warrants and covenants that as required under this Agreement (i) it has disclosed all Open Source Software and Third Party Materials, and no Open Source Software or Third Party Materials have been or will be provided to GE or used as a Component of or in relation to any Software and/or Deliverables provided under the Agreement, except with the prior written authorization of GE; and (ii) all Open Source Software contained within the Software and/or Deliverables are and shall be in material compliance with the terms of the applicable licenses governing their use, and the Software and/or Deliverables or the use of them by GE shall not cause GE or GE's intellectual property rights to be subject to the terms or conditions of a Copyleft License, or require GE to fulfil any open source license obligations for any OSS contained within the Software and/or Deliverables.

(i) Deliverables – OSS Materials Requirements. Upon providing any Deliverable to GE, Licensor shall also provide to GE in writing a list of all Open Source Software that has been incorporated in, linked to, or otherwise used by the Deliverable. (For the avoidance of doubt, this requirement does not relieve Licensor from the requirement in this Agreement that all Open Source Components or Open Source Software must be disclosed to and approved in writing by GE prior to incorporation into or use in relation to any Deliverable).

(ii) Deliverables - OSS Audit. Upon GE's request, at GE's sole option, Licensor shall permit GE (or a third party service provider at Licensor's sole expense who is approved by GE) to scan any Deliverable for instances of Open Source Software. If the scan is performed by a third party service provider, Licensor shall provide GE with the complete report rendered from the scan.

(iii) Deliverables – Remedies for Violation of Section Notwithstanding anything to the contrary in this AGREEMENT, Licensor shall be responsible, at Licensor's sole expense, for the remediation of any problems caused by Open Source Software included in Deliverables to GE (including, but not limited to removing any Open Source Software that has not been approved in writing by GE; reperforming the Professional Services and/or Deliverables as provided under this Agreement, and reimbursing GE for losses, injuries, remedial costs and other direct damages related to this Agreement; resolving license conflicts; and/or undertaking the fulfillment of obligations imposed on GE by Open Source Software licenses).

(g) Third Party Pass-Through. Licensor hereby assigns to GE any and all manufacturers' or suppliers' warranties, guarantees, representations, services agreements and indemnities, if any, with respect to any third party hardware and software delivered by Licensor hereunder (i) to the extent assignable by Licensor; and (ii) only if the terms of such warranties, representations, services agreements, and indemnities are more favorable to GE than Licensor's warranties, representations, service agreements and indemnities hereunder. To the extent such warranties, guarantees, representations, services agreements and indemnities are not assignable by Licensor, Licensor agrees that GE may assert or enforce any right that GE may have to enforce such warranties, guarantees, representations, service agreements and indemnities, or if such can only be enforced by Licensor and in its own name, upon GE's request and at GE's sole expense, Licensor shall take all reasonable action requested by GE to enforce such warranties, guarantees, representations, service agreements and indemnities.

(h) Remedies for Breach of Warranty. If the Product does not meet the warranties during the Warranty Period or the term of any Support Services, Licensor shall provide, at no charge, the software and support required to attain the warranted standards. If Licensor cannot meet the warranties by performance of Support Services within the time frames and pursuant to the terms and conditions of this Agreement, GE shall have the right, in its sole discretion, and in addition to any other remedies, to one or more of the following remedies:

- (i) full or partial refunds of the license fees and/or support services fees from Licensor;
- (ii) reimbursements by Licensor for the reasonable costs of a consultant to fix the Software; or
- (iii) acceptance of impaired performance by GE in exchange for a full setoff/credit from Licensor against license fees and/or support services fees.

(i) Disclaimer of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ORDER AND THOSE CONTAINED IN OR IMPLIED BY LICENSOR'S BROCHURES, LITERATURE, PAMPHLETS, SAMPLES AND PRODUCT DEMONSTRATIONS, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED EXCEPT AS PROVIDED BY APPLICABLE LAW.

12. INDEMNIFICATION. Licensor, at its own expense, shall indemnify and hold harmless GE, GE Affiliates, and their directors, officers, employees, agents, successors and assigns, and defend any action brought against same with respect to any claim, cause of action, liability, damage, cost, loss or expense, including attorneys' fees and expenses, based on a claim that any information, design, specification, instruction, trade secrets, software, data, or material furnished by Licensor, including the Product (collectively, "Materials"), in connection with this Order infringes or violates any patent, copyright, trade secret, license, or other proprietary right of any third party. Licensor shall control such defense and all negotiations relative to the settlement of any such claim; provided, however, that Licensor shall not enter into any settlement or compromise that adversely affects any rights of or imposes any obligation or liability on GE without the prior consent of GE. Upon Licensor's request, GE will provide Licensor with the assistance, information, and authority reasonably necessary to perform the above defense, and Licensor shall reimburse GE for reasonable out-of-pocket expenses incurred in providing such assistance. GE may, at its own expense, further assist in such defense if it so chooses. GE shall promptly provide Licensor with written notice of any claim which GE believes falls within the scope of this Section; provided, however, that failure by GE to provide such notice shall not affect Licensor's obligations under this Section to the extent that Licensor is not materially prejudiced thereby. At any time after Licensor becomes aware of any such claim, Licensor shall, to the extent possible, procure for GE the right to continue to use the Materials. If the Materials or any portion thereof is held to constitute an infringement and its use is enjoined, Licensor shall, at its option and at its own expense: (i) modify the infringing Materials without impairing in any respect the functionality or performance, so that it is non-infringing; (ii) procure for GE, at Licensor's cost, the right to continue to use the infringing Materials; or (iii) replace the Materials with an equally suitable, non-infringing replacement, which GE shall have the right to subject to reasonable acceptance testing. If none of the foregoing alternatives are available to Licensor, GE shall receive, in addition to its rights and remedies available to it under this Agreement and pursuant to law, a repayment of all license fees and Support Services fees paid to Licensor plus any costs incurred by GE in the removal of such Materials and installation of alternative products. Licensor shall accept return of the Materials at its expense, once GE has arranged for the continuation of the functions performed thereby. THIS STATES LICENSOR'S ENTIRE LIABILITY WITH RESPECT TO INDEMNIFICATION FOR PATENT, TRADEMARK, COPYRIGHT AND TRADE SECRET INFRINGEMENT FOR THE PRODUCT.

13. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY IN THE CASE OF A BREACH OF EITHER PARTY'S OBLIGATIONS OF CONFIDENTIALITY OR TO THE ABOVE INDEMNIFICATION OBLIGATIONS (CLAUSE 12).

14. TERM AND TERMINATION.

- (a) Agreement - Term. This Agreement shall commence on the Effective Date and (unless terminated earlier under this Agreement) its terms shall remain in effect for a period of three (3) years (the "Initial Agreement Term"). At the end of the Initial Agreement Term, GE and Licensor may mutually agree to renew and extend this Agreement for successive one (1) year terms (the "Agreement Renewal Terms") in a signed written amendment. The "Term" shall collectively be the Initial Agreement Term plus all Agreement Renewal Terms. In the event any Order Form or SOW is in effect at the time of expiration of this Agreement, the terms of this Agreement shall continue to remain in effect for the remainder of the Order Form or SOW (and in which case, the Term shall be equally extended solely for purposes of completion of the Order Form or SOW).
- (b) Subscription - Term. A Subscription for the Application Services shall start on the date specified in the Order Form (or if no date is specified, the date on which the Order Form was last signed) and shall continue for an initial period of one (1) year (or such other initial period specified in the Order Form) (the "Initial Subscription Term"). GE and Licensor may mutually agree to renew and extend a Subscription for Application Services for successive terms (each a "Subscription Renewal Term") by executing a renewal Order Form prior to the expiration of the Initial Subscription Term

or a Subscription Renewal Term. The "Subscription Term" under this AGREEMENT shall collectively be the Initial Subscription Term plus all Subscription Renewal Terms.

- (c) SOW – Term. An SOW shall start on the date specified (or if none is specified, the date the SOW was last signed) and shall continue as specified on the SOW or until the work is complete, whichever occurs sooner (the "SOW Term").

15. TERMINATION.

- (a) Termination for Cause. This Agreement (or any Order Form or SOW under it) may be terminated for cause (in whole or in part) at no cost or further liability, for the following causes, in the time frame specified:
 - (i) Uncured Breach. For a breach or default by one Party, where the breach or default is capable of cure, but remains uncured within thirty (30) days (the "Cure Period") from the date the complaining Party notifies the other Party in writing of the breach or default, upon expiration of the Cure Period;
 - (ii) Material or Uncurable Breach. Immediately, upon written notice from GE to Licensor, if there is a breach Licensor which is material, or incapable of cure;
 - (iii) Adverse Business Change. Immediately, upon written notice from GE, in the event Licensor suffers a material adverse change in its financial condition that adversely affects its ability to perform under this AGREEMENT, becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations; or
 - (iv) Change in Control. Immediately, in the event of a transaction involving Licensor in which any person or group (within the meaning of Section 13(d) and 14(d)(2) of the Securities Exchange Act of 1934) becomes the "beneficial owner" (as defined in Rule 13(d)(3) under the Securities Exchange Act of 1934), directly or indirectly, of a sufficient number of shares of all classes of stock of Licensor then outstanding and ordinarily entitled to vote in the election of directors (empowering the person or group to elect a majority of the Board of Directors of Licensor who did not have the power before the transaction).
- (b) Termination for Convenience. GE may terminate at any time for its sole convenience as follows:
 - (i) The AGREEMENT or any Order Form (In Whole or In Part). With at least sixty (60) days' prior written notice to Licensor specifying the termination date, at no additional cost or charge.
 - (ii) Any SOW (In Whole or In Part). With at least fourteen (14) days' prior written notice to Licensor specifying the termination date, at no additional cost or charge beyond those expressly stated in this Section.
 - (iii) Termination of SOW's and Work In Process. Upon termination of an SOW by GE, Licensor shall turn over all work in process associated with the SOW, prior to receiving final payment. Licensor shall be entitled to recover undisputed payments for all Fees for Professional Services performed under the SOW through the termination date (including for accrued but unbilled work-in-progress, and for GE-approved expenses incurred). Upon receipt of a termination notice for an SOW, Licensor shall immediately: (i) wind down the work being performed under the SOW as quickly as possible; (ii) eliminate or reduce ongoing expenses incurred under the SOW to the greatest extent possible; and (iii) refrain from making future long-term commitments under the SOW (except as expressly approved by GE in writing). Unless otherwise directed by GE, Licensor Personnel shall continue to perform Professional Services under the SOW following notice of termination, through the effective date of the SOW's termination.

16. AUDIT. The parties agree to apply reasonable efforts to minimize reporting requirements in the administration of this Agreement. GE shall, upon sixty (60) days written notice, provide to Licensor, at

Licensors sole expense, written certification not more than once in twelve (12) consecutive months, of GE's compliance with the license terms of this Agreement. Such report shall include information reasonably requested by Licensor relating to deployment within GE of Licensor's products covered by this agreement.

17. ESCROW.

(a) Source Code License. Licensor grants to GE a non-exclusive, perpetual, irrevocable, license upon a release event to use, copy, maintain, modify and enhance (either itself or through third-parties) the source code of the Software, and any runtime software necessary to execute the Software, including but not limited to compilers, interpreters and templates, and to use such materials to prepare Derivative Works of each Software; and assemble or compile additional copies of each Software, including the Derivative Works so prepared. "Derivative Work" means any revision, enhancement, modification, translation, abridgement, condensation, expansion, or extension related to the Product. A Derivative Work shall also include any compilation that incorporates a preexisting work related to the Product.

(b) Escrow Agreement. Upon request by GE, Licensor shall place in escrow with a reputable escrow agent a fully commented and documented copy of the Software source code, including a listing thereof and Commentary. Licensor shall be responsible for all charges incurred in establishing and maintaining such escrow account. If Licensor corrects any defects in, or provides any revision to, the Software hereunder, or under any software maintenance agreement, Licensor shall simultaneously furnish the escrow agent a corrected or revised copy of the source code form of the Software, a revised listing thereof, and revised Commentary.

(c) Release Conditions. GE shall be entitled to a copy of the escrowed materials if: (i) Licensor ceases doing business and its business is not continued by another corporation or entity, or is continued by another corporation or entity which GE for reasonable cause deems unsatisfactory; (ii) Licensor becomes insolvent or party to any bankruptcy or receivership proceedings or makes an assignment for the benefit of creditors.

18. IMPORT/ EXPORT REGULATIONS. Both parties agree to comply with all applicable trade control laws and regulations of the United States or other countries of intermediate or final delivery of Products or Services. Licensor shall promptly inform GE of all components of the Product or of all enhancements, modifications, revisions, or Updates thereto (including Software Updates), that are subject to United States export laws and regulations.

19. ASSIGNMENT. GE may assign, sublicense, or otherwise transfer this Agreement, the Product or any part thereof to any GE parent, affiliate, operation, or subsidiary or any successor organization which acquires GE or any GE parent, affiliate or subsidiary or into which GE or GE parent, affiliate or subsidiary or portion thereof is merged, sold or otherwise transferred. Any assignment of this Order by Licensor without GE's prior written consent shall be null and void.

20. PRIVACY AND DATA PROTECTION POLICY ("the PDPP"). During the Term, to the extent Licensor or any Licensor Personnel will (or are anticipated to be likely to): (i) Process any GE Data or GE Restricted Data; (ii) Access GE's network, (iii) perform software code development, customization, modification, or analysis as part of the Services for GE; (iv) host Licensor Information Systems that Process or Access GE Data or Restricted Data; or (v) enter GE facilities for onsite Services, Licensor shall comply with the PDPP as found at the following URL:

[http://www.gesupplier.com/html/GEPolicies/download/GE_Privacy_and_Data_Protection_Terms_\(August_2014\).pdf](http://www.gesupplier.com/html/GEPolicies/download/GE_Privacy_and_Data_Protection_Terms_(August_2014).pdf) (a copy of which is attached as Attachment PDPP for Licensor's reviewing convenience only). The defined terms set forth in this Section not otherwise defined in these terms shall have the meaning given to them in the PDPP. In the event of any inconsistency of such defined terms, the definitions set forth in the DPP shall prevail for purposes of interpreting the subject matter covered. The Parties mutually acknowledge that failure to comply with this provision shall be deemed a material breach.

21. PUBLICITY. Licensor shall not: (i) use the name, trade name, trademark, trade device, service mark, logo, symbol or any abbreviation, contraction or simulation thereof, owned by GE or its Affiliates (the "Marks") in any advertising, marketing, promotional materials, publicity, client list, press release, case studies, references, Internet posting, or otherwise; or (ii) represent, directly or indirectly, that any product or service has been approved or endorsed by GE. Neither party shall disclose the existence or terms of this Agreement to any third party without the prior written approval of the other. These obligations will survive the cancellation or other termination of this Agreement.

22. GOVERNING LAW AND VENUE. This Agreement and performance hereunder shall be governed by, subject to, and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles. Any and all proceedings arising out of or relating to the subject matter hereof must be brought and maintained in a court of competent jurisdiction located in Schenectady or Albany county in the State of New York; the parties agree these courts shall have exclusive jurisdiction. The parties disclaim application of the UN Convention on the International Sale of Goods.

23. MISCELLANEOUS. Each party acknowledges that this Agreement, including all documents incorporated by reference, constitute the complete and exclusive statement of the terms and conditions between the parties regarding its subject matter, and supersedes and merges all prior or contemporaneous oral, and all prior written proposals, understandings and representations, as well as all other agreements between the parties relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any documents incorporated by reference, this Agreement shall control. This Agreement may not be modified or altered except by written instrument duly executed by the parties to be bound. All communications required or otherwise provided under this Agreement shall be in writing, in English, and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid; (iii) by a nationally recognized overnight courier service to the address set forth on the Order Document. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. No provision of this Agreement shall be construed to provide or create any third party beneficiary right or any other right of any kind in any third party, with the exception of those provisions applying to the rights of the United States Government. The rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies available to the parties at law or in equity. Licensor acknowledges it has received a copy of GE's Supplier Integrity Guide (available at <http://www.research.ge.com/sourcing/>) and shall comply with applicable policies. The term "days" used herein shall in all cases mean calendar – unless otherwise specified.

24. PRODUCT SPACE. If Licensor releases an alternative software product that substantially incorporates the functionality of the Product, Licensor shall make such software product available to GE at no additional cost pursuant to the Software Maintenance Agreement.

25. GOVERNMENT USE. The Software is provided with restricted rights only; use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and in subparagraph (c)(1) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19; subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, subparagraph (d) of the Commercial Computer Software Licensing clause at NASA FAR supplement 16-52.227-86; or their equivalent.

26. LICENSE EXTENSION. GE will have the option to extend the Licenses provided under this Agreement to include concurrent use of the Software at additional Sites within GE, which it may exercise in its sole discretion at any time and from time to time by tendering to Licensor payment pursuant to the Order Document for each additional Site at which the Software will be so used, together with a notice identifying such additional location.

27. U.S. CODE SECTION 365(n). All rights and licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), licenses to rights to "intellectual property" as defined under the Code. The parties agree that GE shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Licensor, GE retains all rights under this Agreement.

28. PURCHASE OF SERVICES. If this Order includes the provision of software support or maintenance services, then the following additional terms and conditions shall apply to this Agreement:

- (d) If Licensor's work under this Order involves operations by Licensor on the premises of GE or one of its customers, Licensor shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, and except to the extent that any such injury or damage is due solely to GE's or its Customer's

negligence, shall defend and indemnify GE against any claim which may result in any way from any act or omission of Licensor, its agents, employees or subcontractors.

- (b) Notwithstanding the any other provisions of this Agreement, Licensor shall keep confidential any technical, process or economic information provided by or derived from drawings, specifications and other data furnished by GE in connection with this Order and shall not directly or indirectly divulge such information for the benefit of any other party without obtaining GE's prior written consent (and, if applicable, the consent of the U.S. Government). Except as required for the efficient performance of this Order, Licensor shall not use such information or make or permit copies to be made of such information without prior written consent of GE. If any reproduction is made with prior consent, notice referring to the requirements of the foregoing paragraph shall be provided thereon. Upon completion or termination of this Agreement, Licensor shall promptly return to GE all materials incorporating any such information and any copies thereof, except for one record copy.
- (c) Licensor is and shall remain for all purposes an independent contractor, and it shall have no power, nor shall it represent that it has any power, to bind GE or to assume or create any obligation, expressed or implied, on behalf of GE.
- (d) "Personal Data" includes any information relating to an identified or identifiable natural person; "GE Personal Data" includes any Personal Data obtained by Licensor from GE; and "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, storage, alteration, retrieval, consultation, disclosure by transmission, blocking, or destruction. (ii) Licensor, including its staff, shall Process GE Personal Data only on a need-to-know basis and only to the extent necessary to perform this Agreement. (iii) Licensor shall use reasonable technical and organizational measures to ensure the security and confidentiality of GE Personal Data in compliance with the PDPP as set out under Section 20 of this Agreement. Licensor shall immediately inform GE of any breach of this undertaking. (iv) These undertakings shall remain in force until Licensor no longer possesses GE Personal Data. Upon termination of this Agreement, for whatever reason, Licensor shall stop Processing GE Personal Data, unless instructed otherwise by GE. (v) Licensor agrees that GE may require Licensor to provide certain Personal Data ("Licensor Personal Data") such as the names, telephone numbers, and e-mail addresses of Licensor's representatives and that GE may store such data in databases located and accessible globally and use it for purposes reasonably related to this Agreement. Licensor agrees it will comply with legal requirements associated with transferring Licensor Personal Data. GE agrees to use reasonable technical and organizational measures to ensure that Licensor Personal Data is processed in conformity with applicable data protection laws.

29. PROFESSIONAL SERVICES AND PROFESSIONAL SERVICES PERFORMANCE.

- (a) If professional Services are to be provided under an Order Document or SOW then the following shall apply:
 - (i) Statement of Work. Upon GE's request and Licensor's acceptance, Licensor shall perform Professional Services pursuant to an SOW that authorized representatives of GE and Licensor have both signed prior to the start of any work, substantially in the same form as Attachment SOW. Each SOW shall specify, among other things, the agreed-upon scope of Professional Services, the SOW term, Licensor and GE responsibilities, Deliverables, a disclosure of any Open Source Software and Third Party Materials to be incorporated in the Deliverables and/or Services, Professional Service fees (which shall be in accordance with the rates/pricing set forth in attached Attachment PR, any GE authorized travel expense fees, payment schedule, Acceptance Criteria and any other testing for the Deliverables, and project timeline/delivery schedule.
 - (ii) Delivery and Cooperation. Both GE and Licensor acknowledge that each Party's cooperation is essential to the timely performance of the Professional Services.
 - (iii) Place of Performance. If Licensor Personnel are required by GE to travel to a GE facility to perform Professional Services and GE has agreed to reimburse Licensor for travel expenses

incurred by Licensor Personnel as evidenced under an SOW for which the travel and living expenses relate, GE will pay Licensor upon invoice for reasonable travel expenses incurred by Licensor Personnel subject to GE's travel and expense policy. Any Professional Services to be provided on-site at GE's facilities will be scheduled in advance by agreement of each Party as set forth in the SOW. No billable travel to GE's facilities shall be permitted unless approved in advance by GE. Both Parties will use reasonable efforts to accommodate any requested change in the scheduled dates for on-site services, subject to the availability of appropriate personnel. At GE's request, Licensor will provide receipts or other reasonably satisfactory evidence of the travel and travel-related expenses under the policy.

(b) Changes to Professional Services or Deliverables - Project Change Control Process.

- (i) No Deviation. Neither Party shall materially deviate from the terms of an SOW unless approved under a Change Order that has been mutually agreed to by both Parties and signed.
- (ii) Change Order. Either Party may request or recommend changes to the Professional Services, including changes to the scope of an SOW or Deliverables, delivery schedule, or billable fees/travel expenses, by having its Project Manager provide the other Party's Project Manager a written request or recommendation in a mutually agreed to format (each, a "Change Request"). The Project Manager of the Party receiving the Change Request shall provide a written response to the Change Request on the same form (a "Change Response") within ten (10) business days (or as otherwise mutually agreed by the Parties) after receipt of the Change Request, giving due consideration to the nature, scope, and criticality of the Change Request. Each Change Request (including a Change Response, if any) that has been mutually agreed to by the Parties in writing shall be referred to as a "Change Order."
- (iii) Licensor Requested Change. If a Change Request is submitted by Licensor to GE, the Change Request shall, to the extent known at the time of request, provide a detailed explanation of the impact that the proposed changes will have on the scope, delivery schedule, project resources, billable fees/travel expenses and any other items that Licensor knows or reasonably believes the Change Request will impact (each an "Impact Analysis"). If a complete and final Impact Analysis cannot be specified in its Change Request, Licensor shall so indicate on the Change Request, including a detailed explanation of the basis of the inability of Licensor to so determine and the date by which the Impact Analysis will be provided to GE. GE shall expressly indicate its acceptance or rejection of the Change Request after it has received the complete and final Impact Analysis from Licensor. If GE rejects a Licensor Change Request and doesn't provide a counter-proposal in whole or in part, GE shall provide Licensor with its rationale for rejecting the Change Request.
- (iv) GE Requested Change. Upon receipt of a GE Change Request, Licensor shall provide its Impact Analysis in its initial Change Response. If a complete and final Impact Analysis cannot be specified in its initial Change Response, Licensor shall so indicate on the Change Response, including a detailed explanation of the basis of the inability of Licensor to so determine and the date by which the Impact Analysis will be provided to GE. Licensor shall expressly indicate its acceptance or rejection of the Change Request after it has completed its final Impact Analysis. If Licensor rejects a GE Change Request and does not provide a counter-proposal in whole or in part, Licensor shall provide GE with its rationale for rejecting the Change Request.
- (v) Status of Change Orders. Each Change Order shall become part of the SOW to which it relates as if initially entered into as part of that SOW, and together with the SOW, shall be governed by this AGREEMENT. The Parties may mutually agree to supersede or modify the procedures in this Project Change Control Process in writing under an SOW for purposes of that Statement of Work only; provided the Parties make express reference to this Section of the AGREEMENT (or such other terms which are being superseded or modified). If there are conflicts between (or ambiguities within) any SOW and a subsequent Change Order, the

Change Order shall control. If there are conflicts between Change Orders to a particular SOW, the most recent Change Order shall control.

- (c) Project Managers. For each SOW, each Party shall designate the name and contact information (including email and telephone number) of its Personnel who shall be responsible for representing that Party in all matters regarding the Professional Services governed by the SOW (the "Project Manager"). All transfer of Deliverables and communications regarding the scope of Professional Services under the SOW shall be accomplished through the Project Managers. In addition, the Project Managers shall arrange and attend any progress review meetings, be responsible for ensuring that each Party's responsibilities have been met on a timely basis, and approve (or facilitate the approval of) any changes to the Professional Services. Either Party may change the person designated to be its Project Manager for any SOW at any time upon written notice to the other Party's Project Manager.
- (d) Performance of Professional Services & Implementation for Application Services. During Licensor's performance of Professional Services in connection with the set-up, testing, implementation, and activation of the Application Services, GE's review and acceptance of (a) the Application Services and (b) the Professional Services and implementation of the Application Services, shall comply with the requirements in this Section.
- (e) Acceptance Criteria. Acceptance of Application Services and/or Professional Services by GE requires that the Application Services and/or Professional Services be confirmed in writing by GE as meeting the applicable Acceptance Criteria. These procedures apply both to (a) Application Services and/or Deliverables constituted of software, code and/or hosting "Operational Services Deliverables") and (b) written Deliverables (e.g., project plan, business requirements document, testing strategy document, training materials and Licensor/GE process flow documents or diagrams) ("Written Deliverables"). Prior to the date on which Licensor is scheduled to deliver completed Deliverables to GE, Licensor and GE will agree upon and document (i) the Acceptance Criteria and (ii) the testing procedures for the Application Services/Deliverables, including detailed test cases and expected results ("Acceptance Tests"). GE will have the opportunity during the Acceptance Period (defined below) to evaluate and test each completed Deliverable by executing Acceptance Tests (the Parties hereby acknowledge that Acceptance Tests may not be necessary for Written Deliverables). Acceptance Tests shall be sufficiently rigorous so as to verify that the Application Services/Deliverables meet all Acceptance Criteria, and be designed to adequately determine whether the Application Services/Deliverables contain any Defects (defined below).
- (f) Acceptance Period. When Licensor has completed certain Deliverables (including Operational Services Deliverables and Written Deliverables), Licensor will deliver the Deliverables to GE and notify GE in writing that the Applications Services and/or Deliverables are ready for Acceptance Tests (or ready for GE's review, in the case of Written Deliverables). The date on which GE receives the completed Deliverables from Licensor will start the acceptance period, which shall continue for a period of up to thirty (30) days (unless otherwise mutually agreed by the Parties in the SOW or Master Project Plan) ("Acceptance Period"). In all cases, GE's obligation to review the Deliverables within the Acceptance Period will be contingent on the Deliverables being delivered to GE on schedule and in their entirety. If any Deliverables are delivered later than scheduled or incomplete, the Acceptance Period for those Deliverables shall be extended as reasonably necessary to accommodate the availability of the GE personnel responsible for reviewing such Deliverables. GE will inform Licensor promptly of the need for and duration of any extension.
- (g) GE Review and Response. GE shall notify Licensor in writing by the end of the Acceptance Period stating that the Deliverables are accepted in the form delivered by Licensor or describing any Defects as provided below. If Licensor does not receive a written acceptance or a notice of Defects from GE by the end of the Acceptance Period, Licensor shall promptly provide the GE Project Manager a written reminder that no such notification was received from GE.

30. ACCESS TO GE'S PREMISES. Notwithstanding any other terms contained herein, Licensor shall not be permitted access to GE's premises (either physical access or through remote administration systems)

without GE's advance authorization. If GE does grant Licensor access to GE's premises, Licensor shall at all times: (i) take all necessary precautions to prevent the occurrence of any injury to persons or damage to property; (ii) strictly follow GE instructions and processes with regard to safety, IT security, and physical security; and (iii) except to the extent that any injury or damage is due solely to GE's negligence, shall defend and indemnify GE against any claim which may result in any way from any act or omission of Licensor, its agents, employees, or subcontractors.

31. **DEFINITIONS.** In addition to other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- (a) **"Acceptance Criteria"** means, with respect to the Services and/or any Deliverables provided by Licensor under this Agreement, all GE specifications, requirements (including requirements documents, analysis documents, specifications documents and design documents) and acceptance criteria for the Services, Deliverables or work effort (including any test plan, performance criteria and acceptance tests for the Services, Deliverables or work effort) as described in an Order Form and/or SOW.
- (b) **"Application Services"** means (i) the Hosted Application made available to GE by means of the Internet or through other electronic means pursuant to an executed Order Form, and (ii) hosting services and all other Services performed by or on behalf of Licensor that are necessary for the operation, maintenance and productive use of the Hosted Application, as more particularly described under this Agreement.
- (c) **"Commentary"** shall include explanations, flow charts, schematics, algorithms and subroutine descriptions, memory and overlay maps, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the escrowed software and any other documentation of the source code form of the escrowed software, all in sufficient detail to enable a trained programmer through study of such materials to maintain and/or modify the escrowed software without undue experimentation
- (d) **"Computer(s)"** shall mean any digital system incorporating display and/or communications capabilities, including without limitation, any and all computers, computing devices, personal digital assistants, or digital telephones, which are (i) owned, leased, rented by GE, or (ii) owned by a third party and controlled at the time of use by GE, or (iii) outsourced, managed or operated by any third party for the benefit of or on behalf of GE.
- (e) **"Deliverables"** means all Material (whether or not completed) developed, authored, prepared, or created for GE under this Agreement and one or more SOWs (whether solely or jointly with others). The Parties acknowledge and agree that any Deliverables delivered/distributed to GE by Supplier under this Agreement shall only incorporate Supplier Material, Third Party Components and/or Open Source Components as permitted under the terms of this Agreement and the Underlying Component Licenses, and the incorporated Components shall be subject to such terms.
- (f) **"Documentation"** shall mean all materials supplied under this Agreement with the exception of the Software, as hereinafter defined, including any and all installer's, operator's and user's manuals, training materials, sales and marketing literature, "technical white papers", guides, functional and/or technical specifications, Commentary, listings and other materials, (including, without limitation, all materials describing the interoperability of the Product with other Hardware or software), in any or all media, for use in conjunction with the Software.
- (g) **"GE"** shall mean General Electric Company; its successors and assigns; any and all components (including, but not limited to its individual operating businesses or divisions), subsidiaries, parents, affiliates and joint-venture partners worldwide of General Electric Company; all entities controlling, controlled by, or under common control with General Electric Company; and all entities which may hereafter control, be controlled by, be under common control with, or become affiliated with General Electric Company.
- (h) **"Hardware"** shall mean the Computers and related equipment on which the Software is to be run

- (i) **“Hosted Application”** means (i) those components and modules of the certain applications, operating systems, utility programs, communications software, interfaces and other computer software that Supplier shall make accessible to Client/Users as part of the Application Services provided by Supplier; (ii) all extensions, additions, modifications, and enhancements to this AGREEMENT; and (iii) the networks, systems, databases or software applications utilized by Supplier in support of such software and components. The term “Hosted Application” shall be deemed to include Hosted Application Content stored in or displayed through the Hosted Application.
- (j) **“Hosted Application Content”** means documentation, stories, articles, text, images, multimedia data pictures, sound, graphics, logos, marks, symbols, and artistic content provided by Supplier (or its third party providers and Suppliers) and displayed on or through the Hosted Application, as such materials may be modified from time to time; provided however, that no GE Data shall be deemed to be Hosted Application Content. Hosted Application Content shall be deemed to be Supplier Material under this Agreement.
- (k) **“Hosting Equipment”** means the servers upon which the Hosted Application is stored and operates, together with other tangible and intangible system components used by Supplier (and any Subcontractors of Supplier) to provide the Services under this AGREEMENT, including, but not limited to: all computer hardware and other equipment (including associated attachments, features, accessories, peripheral devices, front end devices and the like); and (B) telecommunications hardware and other equipment (including private branch exchanges, multiplexors, modems, CSUs/DSUs, hubs, bridges, routers, switches and the like).
- (l) **“Licenses”** mean all software licenses granted to GE under this Agreement.
- (m) **“Supplier Components”** shall mean Materials which are incorporated by Supplier into any Services or Deliverables provided to GE, the proprietary rights to which are owned by Supplier prior to delivery to GE.
- (n) **“Supplier Personnel”** means Supplier’s employees and its agents, representatives, or Subcontractors providing Services or any Deliverables pursuant to this Agreement.
- (o) **“Network”** shall mean an aggregation of Computers, or any other devices which may perform the functions of computation, data storage, and/or data communications, and which are interconnected by cable or wireless communications means so as to permit the passage of machine-readable information among two or more such devices; Network shall include without limitation any publicly accessible communications systems capable of digital and/or analog communications, which systems may be generally known as the Internet, the World Wide Web, or other designation.
- (p) **“Open Source Software”** means any material that is distributed as “open source software” or “freeware” or is otherwise distributed publicly or made generally available in source code form under terms that permit modification and redistribution of the material on one or more of the following conditions: (a) that if the material, whether or not modified, is redistributed, that it shall be: (i) disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; and/or (iii) distributed at no charge; (b) that redistribution must be licensed or distributed under any Copyleft License, or any of the following license agreements or distribution models: (1) GNU’s General Public License (GPL), Lesser/Library GPL (LGPL), or Affero General Public License (AGPL), (2) the Artistic License (e.g., PERL), (3) the Mozilla Public License, (4) Common Public License, (5) the Sun Community Source License (SCSL), (6) the BSD License, (7) the Apache License and/or (8) other Open Source Software licenses; and/or (c) which is subject to any restrictions on assertions of patents.
- (q) **“Order Form”** means a written ordering document mutually agreed to and signed by GE and Supplier for the procurement of the Application Services being purchased by GE under this AGREEMENT. Each Order Form entered into by GE and Supplier shall be governed by and incorporate by reference the terms of this Agreement, and include the name, description, quantities, applicable fees (in accordance with pricing and/or discounts set forth in Attachment PR) and any other details related to the transaction under the Order Form.

- (r) **"Product"** shall mean, as of the Effective Date of this Agreement any products or goods included on the Order Document, as well as all related materials, documents, information and modifications thereof, and received by GE from Licensor pursuant to this Agreement. Product includes, without limitation, the Software and the Documentation.
- (s) **"Proprietary Information"** shall mean any information, data, or communications conveyed by the disclosing party to the receiving party in relation to this Agreement; provided that such information is (i) at the time of disclosure, in writing or other tangible form, clearly identified on its face as being confidential or proprietary; or (ii) when initially disclosed in oral or other intangible form, identified as proprietary or confidential at the time of disclosure by the disclosing party, and then reduced to a properly marked tangible form and provided to the receiving party within thirty (30) calendar days from the date of the initial disclosure.
- (t) **"Site"** shall mean one or more buildings or portion(s) thereof that are (i) used in the conduct of GE business, and (ii) are under common management control within GE's structure.
- (u) **"Software"** shall mean the computer program supplied under this Agreement, in object (executable) form including without limitation any Work Product, Updates (and consisting, with respect to any such item of Software, of a "Server Component" and a "GE Component") and associated magnetic media relating to such Software.
- (v) **"Statement of Work"** or "SOW" means a written statement of work, work order, or other project-related document in substantially the same form as Attachment SOW and mutually agreed to and signed by authorized representatives of GE and Supplier, which describes Professional Services that Supplier shall perform for GE under this AGREEMENT. Each SOW entered into by GE and Supplier shall be governed by and incorporate by reference the terms of this Agreement
- (w) **"Subcontractor"** means any individual, firm, company, supplier, or third party (and their personnel) engaged directly or indirectly by Supplier in the performance of any part of the Services, including any individual, firm, company, or supplier or third party furnishing Materials or Services necessary for the performance of Supplier's obligations under this Agreement.
- (x) **"Subscription"** means a procurement of the Application Services which is limited to a specified time period (or is limited by some other metric, such as a data plan), as designated on an Order Form.
- (y) **"Support Services"**, if applicable, shall mean the services performed by Licensor for GE hereunder, as described in the Order Document or its attachments. In all circumstances, any on-site Support Services are subject to all GE safety policies in place at the time of delivery.
- (z) **"Suspension Device"** means a computer program routine, code sequence, instruction, procedure, mechanism, device or feature, disclosed to and approved by GE IT Security prior to the Effective Date, as required in this AGREEMENT, which (a) does not alter or destroy any deployment of Hosted Software, user accounts or logins, any GE Data, or any other information or configurations associated with GE's use of the Services and/or Deliverables and which (b) operates only to cause an interruption or suspension of access to the Services at login and not a full termination of the Services.
- (aa) **"Systems Software"** means the operating system loaded onto the Hosting Equipment and all other software supporting the Hosted Application which is loaded onto or remotely supports the Hosting Equipment (including but not limited to server and network operating systems, utilities (including analytics and measuring and monitoring tools), data security software, "middleware," database management systems, and development tools.
- (bb) **"Third Parties"** shall mean, in the case of GE, contractors, business partners, customers and prospective customers, and suppliers of GE.
- (cc) **"Underlying Component Licenses"** means any and all license agreements, conditions or terms applicable to Supplier's or GE's use, modification, incorporation, sublicensing, and/or redistribution of any Components incorporated by Supplier into any Services or Deliverables provided to GE.

- (dd) **“Updates”** mean all revisions, patches, fixes, new releases and other improvements to the Software in object (executable) code form which Licensor may provide to GE under this Agreement or any other agreement between the parties, in the sole discretion of Licensor.
- (ee) **“Users”** means GE's officers, employees, contractors, consultants, and Third Parties Joint Venture partners engaged in work on behalf of GE and in the provision of services by such parties to GE's [clients][customers][third parties], worldwide, whether on or off Site and regardless of whether the Software is installed on Computer(s) or accessible and operable from the Web (“Web-based Software”)
- (ff) **“Warranty Period”** shall mean ninety (90) days beginning on the date of GE's acceptance of the Product, or, in the case of a Software Upgrade, ninety (90) days from the acceptance of such Software Upgrade, as hereinafter defined.
- (gg) **“Work Product”** means all modifications, revisions, and derivative works of the Software and other deliverables as may be provided to GE by Licensor and are not otherwise owned by GE in accordance with the provisions of this Agreement. For purposes of this Agreement, “Work Product” is a part of the Software.