

## **PREDIX CUSTOMER AGREEMENT—U.S.**

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This Predix Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Service Offerings (as defined below) and is an agreement between GE Digital LLC (“GE,” “we,” “us,” or “our”) and you or the entity on whose behalf you accept these terms (“you,” “your,” or “Customer”). This Agreement takes effect when you click an “I Accept” button or check box presented with these terms, or when you and GE execute an Order Document in relation to the use of the Service Offerings, if any (the “Effective Date”). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

### **1. Service Offerings.**

**1.1. Generally.** You may access and use in accordance with this Agreement, the Service Offerings that you order through the Predix Site or in one or more Order Documents. Some Service Offerings have additional terms and conditions that are described on the Predix Site and the applicable Order Documents (“Service-Specific Terms”), which also apply to your use of the Service. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings and all terms and conditions of this Agreement, including the Service-Specific Terms, the Data Protection Plan, the Acceptable Use Policy, and the other Policies as defined in Section 14.

**1.2. Your Account.** You must set up an account to access and manage your Service Offerings. Your account information can be used to access your account, including Your Content, and to make changes to your account. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized person may be using your account or if your account information is lost or stolen.

**1.3. Third Party Content.** Third Party Content, such as software applications and services provided by third parties, may be offered to you by other companies or individuals under separate terms and conditions, as specified on the Predix Site. Your acceptance of such offers will constitute a separate agreement directly between you and the Third Party Content provider for the provision of the Third Party Content. The Third Party Content

provider is solely responsible for the Third Party Content, and we shall have no obligation or liability arising from such Third Party Content.

**1.4. Trial Services.** From time to time, we may offer you access to certain Service Offerings that we designate as “beta,” “evaluation,” or “trial” on the Predix Site or in Order Documents (“Trial Services”). Trial Services are provided to you free of charge, except as otherwise specified by us. We may limit, suspend, or terminate your access to any portion of the Trial Services for any reason, in our sole discretion, including, for example, the expiration of the Trial Services period, to enforce Trial Services usage limitations, or to protect our services or systems. Any product or service designated “beta” is subject to change without notice and may differ substantially upon commercial release. You acknowledge and understand that Trial Services may not have been tested or verified to meet security requirements, including the Data Protection Plan. Trial Services may not provide standard security features, like encryption, that are available in our other Service Offerings and may not be secure against cyber-attacks or other data breaches. Accordingly, you agree not to store any data that require confidential or secure treatment, including sensitive, regulatory or personal data. Trial Services may become unavailable or be taken offline at any time without notice and any data maintained in Trial Services environments may be deleted at any time, including at the end of the trial period. We are not responsible for any loss or compromise of data or breach of data security arising from your use of Trial Services. **YOUR USE OF ANY TRIAL SERVICES IS AT YOUR SOLE RISK.**

**1.5. Technical Support Policy.** We will use commercially reasonable efforts to provide you with technical support in accordance with our Technical Support Policy, based on the Technical Support plan that you select. You can add a Technical Support plan to your account by selecting the appropriate plan via the Predix Site or in applicable Order Documents. Some Technical Support plans require commitment to a specific plan term. You may not change or cancel a Technical Support plan commitment prior to the expiration of such plan term, except if you terminate this Agreement, in accordance with its terms and conditions. Technical Support plans having a term commitment will automatically renew for additional plan terms, unless you give us written notice, at least ninety (90) days prior to the renewal date, of your intention to cancel or change Technical Support plans.

**1.6. Our Performance.** We may appoint subcontractors, agents, affiliates, or partners to host, perform, modify, improve, enhance, or otherwise provide the Service Offerings or any components or portions thereof and to fulfill our obligations and exercise our rights under this Agreement. We shall be solely responsible for such third parties.

## **2. Changes.**

**2.1. Service Offerings.** We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time, including by providing additional Content through the Service from time to time. We will notify you of any material change to or discontinuation of the Service Offerings. We may amend the Predix Site from time to time to modify, add, or remove Service-Specific Terms that apply to one or more of the Service Offerings.

**2.2. Technical Support Policy.** We may change, discontinue, or add to the Technical Support Policy or Technical Support plans from time to time upon notice to you.

**2.3. Material Change.** If a change made by us pursuant to Sections 2.1 or 2.2 has a materially adverse effect on your use of the Service Offerings, you may notify us in writing, and we may propose resolutions or work-arounds. If we are unable to provide you with a resolution or work-around reasonably satisfactory to you, then notwithstanding anything to the contrary, you may terminate this Agreement upon written notice to us.

**2.4. APIs.** We may change, discontinue or deprecate any APIs utilized for the Service from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 12 months after the change, discontinuation, or deprecation (except if supporting the previous version (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is rendered impossible or impractical as a result of a requirement of the law or requests of governmental entities).

### **3. Security and Data Privacy.**

**3.1. Service Security.** Without limiting Section 10 or your obligations under Section 4.2, we will use reasonable efforts to implement appropriate measures, in accordance with the Data Protection Plan, designed to help you secure Your Content against accidental or unlawful loss, access, or disclosure. You confirm that you understand and will comply with all of your responsibilities and obligations under the Data Protection Plan and this Agreement, including, but not limited to Section 4.2.

**3.2. Data Privacy.** You consent to our collection, use, and disclosure of information associated with the Service Offerings as described in the Data Protection Plan, and in particular to the processing of Your Content in, and the transfer of Your Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States). If you subscribe to any Third Party Content, you consent to our sharing information, including Your Content, with the provider of the Third Party Content in connection with your use of the Third Party Content.

#### **4. Your Responsibilities.**

**4.1 Your Content.** You are solely responsible for the development, content, operation, maintenance, and use of Your Content. You are responsible for securing all necessary rights and permissions to provide Your Content to us and to use Your Content with the Service Offerings. For example, You are solely responsible for:

- A.** the technical operation of Your Content, including ensuring that calls you make to any service are compatible with then-current APIs for that service;
- B.** compliance of Your Content with the Acceptable Use Policy, the Data Protection Plan, the other Policies, and all applicable laws, rules, regulations, ordinances and government orders;
- C.** any claims relating to Your Content;
- D.** the operation, control, and maintenance of your equipment and assets and ensuring that your equipment and assets meet the current technical requirements for the Service Offerings;
- E.** the accuracy, completeness, and timeliness of Your Content; and
- F.** proper handling and processing of notices sent to you (or any of your affiliates) by any person claiming that Your Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

**4.2. Other Security and Backup.** You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security, protection, and backup of Your Content, which may include routine archiving of Your Content and the use of encryption technology to protect Your Content from unauthorized access. Your credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by us or selected by you for accessing the Predix Site or Service are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person, except that you may disclose your credentials to your agents and subcontractors performing work on your behalf. You are responsible for any use of your credentials and for notifying us immediately of any breach of security related to your credentials.

**4.3. End User Violations.** You are deemed to have taken any action that you permit, assist, or facilitate any End User or any other person or entity to take related to this Agreement, Your Content or use of the Service Offerings. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement. If you become aware of any violation of this

Agreement by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

## **5. Fees and Payment.**

**5.1. Service Fees.** For monthly plans, you will be billed each month in advance for subscription fees and in arrears for usage fees incurred in the previous billing cycle. For other plans, we will calculate and bill fees and charges in accordance with the Service-Specific Terms for your Service Offering, or as otherwise stated in your Order Documents. Except as otherwise stated in your Order Documents, fees will be based on our current published fee schedule on the Predix Site. Fees and charges for any new service or new feature of a Service Offering will be effective when we post updated fees and charges on the Predix Site. We may modify or add new fees and charges for any existing Service Offering by giving you at least 30 days' advance notice. We may bill you more frequently for fees accrued or require prepayment if we suspect that your account is fraudulent or at risk of non-payment. You will pay us the applicable fees and charges for use of the Service Offerings as described above using one of the payment methods we support. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

**5.2. Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

## **6. Temporary Suspension.**

**6.1. Generally.** We may suspend your or any End Users' right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine that:

- A. your or an End User's use of or registration for the Service Offerings (i) poses a security risk to the Service Offerings or any third party, (ii) may adversely impact the Service Offerings or the systems or Content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent or prohibited by law;
- B. you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 15 days;
- C. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or
- D. our provision of a Service Offering is rendered impossible or impractical as a result of any requirement of any law or judicial order.

**6.2. Effect of Suspension.** If we suspend your right to access or use any portion or all of the Service Offerings:

- A. you remain responsible for all fees and charges you have incurred through the date of suspension and for use of any Service Offerings not suspended;
- B. we may suspend or cancel any processing of Your Content;
- C. we will not erase any of Your Content as a result of your suspension, except as specified elsewhere in this Agreement; and
- D. you may retrieve Your Content from the Service Offerings during any suspension only if you have paid any charges for any post-suspension use of the Service Offerings and all other amounts due.

Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.2.

## **7. Term; Termination.**

**7.1. Term.** The term of this Agreement will commence on the Effective Date and will remain in effect until terminated by you or us in accordance with Section 7.2.

### **7.2. Termination.**

- A. **Termination without Cause.** You may terminate any month-to-month subscription to a Service Offering for any reason by: (i) providing us with written notice, or (ii) closing your account for the Service Offerings for which we provide an account

closing mechanism. For all other subscription plans, you may terminate in accordance with the Service-Specific Terms or applicable Order Documents. We may terminate this Agreement for any reason by providing you sixty (60) days' advance notice, unless otherwise stated in the applicable Service-Specific Terms or Order Documents. This Agreement will terminate if all Service Offerings have been terminated and your account has been closed.

**B. Termination for Cause.**

**7.2.B.1. By Either Party.** Either party may terminate this Agreement for cause upon 30 days' advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period.

**7.2.B.2. By Us.** We may also terminate this Agreement immediately upon notice to you (a) for cause, if any act or omission by you or any End User results in a suspension described in Section 6.1, (b) if our relationship with a third party partner who provides software or other technology we use to provide the Service Offerings expires, terminates, or requires us to change the way we provide the software or other technology as part of the Service Offerings, (c) if we believe providing the Service Offerings could create a substantial economic or technical burden or material legal or security risk for us, (d) in order to comply with the law or requests of governmental entities, or (e) if we determine use of the Service Offerings by you or any End User or our provision of any of the Service Offerings to you or any End User is impractical, prohibited, or unfeasible for any legal or regulatory reason.

**7.3. Effect of Termination.**

**A. Generally.** Upon any termination of this Agreement:

**7.3.A.1.** all your rights under this Agreement immediately terminate;

**7.3.A.2.** we may terminate your access to, and processing of Your Content by, the Service Offerings on or after the date of termination;

**7.3.A.3.** you remain responsible for all fees and charges you have incurred through the date of termination and any post-termination use by you;

**7.3.A.4.** you will immediately return or, if instructed by us, destroy all Predix Content in your possession; and

**7.3.A.5.** Sections 4.1, 4.3, 5.2, 7.3, 8 (except the rights granted to you in Section 8.4), 9, 10, 11, 13 and 14 will continue to apply in accordance with their terms.

**B. Post-Termination Assistance.** During the 30 days following termination:

**7.3.B.1.** we will not erase any of Your Content as a result of the termination;

**7.3.B.2.** you may retrieve Your Content from the Service Offerings only if you have paid any charges for any post-termination use of the Service Offerings and all other amounts due; and

**7.3.B.3.** unless we terminate your use of the Service Offerings for cause, we will provide you with the same post-termination assistance that we generally make available to all customers, subject to your payment of our standard time-and-materials daily rates and reasonable travel expenses. Any additional post-termination assistance from us is subject to mutual agreement by you and us.

## **8. Proprietary Rights.**

**8.1. Your Content.** As between you and us, you own all right, title, and interest in and to Your Content. Except as provided in this Section 8, we obtain no rights under this Agreement from you or your licensors to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Service Offerings to you and any End Users. We may disclose Your Content to provide the Service Offerings to you and any End Users or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

**8.2. Service Data.** You agree that we and our affiliates may use information derived from or generated by the Service Offerings to provide, maintain, protect, and improve the Service Offerings and to develop new products and services, to the extent permitted by applicable law.

**8.3. Adequate Rights.** You represent and warrant to us that: (a) you or your licensors own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or End Users' use of Your Content will violate the Acceptable Use Policy.

**8.4. Service Offerings.** As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. We will grant you access to the Service Offerings for which you have a current subscription and authorize you to: (i) access and Use the Service Offerings solely in accordance with this Agreement; and (ii) copy and Use the Predix Content solely in connection with your permitted use of the Service. As used in the preceding sentence, "Use" means your

internal use and use by your End Users to exchange data with you in connection with your business, provided, that Use expressly excludes any selling, renting, or leasing the Service Offerings or otherwise making the Service Offerings available as a time-share or commercial product or service. Except as provided in this Section 8.4, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights. Some Predix Content may be provided to you under a separate license, including an Open Source Software license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Predix Content. Your use of Third Party Content may be subject to third party agreements accepted by you.

**8.5. Use Restrictions.** Neither you nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any End User may (a) modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Service Offerings (except to the extent software included in the Service Offerings is provided to you under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, (c) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) sell, rent, or lease the Service Offerings or make the Service Offerings available as a commercial product or service. All rights granted to you in this Agreement are conditioned on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement.

**8.6. Suggestions.** If you provide any Suggestions to us or our affiliates, we will own all right, title, and interest in and to the Suggestions, even if you have designated the Suggestions as confidential. We and our affiliates will be entitled to use the Suggestions without restriction or compensation to you.

## **9. Indemnification.**

**9.1. By Us.** We shall, at our expense, defend or, at our option, settle any claim brought against you that the Service Offerings infringe any third party's United States patent, copyright, trademark, or trade secret, and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by us on your behalf. As a condition of our obligation, you must notify us promptly of any claim in writing, give us sole control and authority over the defense or settlement of such claim, and reasonably cooperate with us, at our expense, and provide us with available information in the investigation and defense of such claim. If any Service Offering becomes, or in our opinion is likely to

become, the subject of a claim of infringement, we may, at our option, (i) procure, at no cost to you, the right to use such Service Offering, (ii) modify the Service Offering or provide a substitute to avoid the infringement, or (iii) terminate this Agreement with respect to such Service Offering and refund you a pro-rata portion of any prepaid fees directly attributable to such Service Offering. We shall have no obligation or liability under this Section 9.1 for any claim of infringement to the extent such infringement is caused by: (a) a modification to the Service Offerings not provided or performed by us, (b) the combination of the Service Offerings with other hardware, software, content, or services not provided by us, (c) Your Content, Third Party Content, or Open Source Software that is licensed to you under a separate license agreement, or (d) use of infringing Predix Content after we have provided a non-infringing alternative or after we have terminated this Agreement. This Section 9.1 states our sole obligation and exclusive liability (express, implied, statutory, or otherwise) and your sole remedy for any third party claims of infringement of any intellectual or proprietary right.

**9.2. By You.** You shall defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any End Users' use of the Service Offerings (including any activities under your account and use by your employees and personnel or End Users); (b) breach of this Agreement or violation of applicable law by you or any End User; (c) Your Content or the combination of Your Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising, or marketing of Your Content; or (d) a dispute between you and any End User. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above, you will also reimburse us for reasonable attorneys' fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any claim subject to Section 9.2, but our failure to promptly notify you will only affect your obligations under Section 9.2 to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time.

## **10. Disclaimers.**

THE SERVICE OFFERINGS ARE PROVIDED “AS IS,” AND NEITHER WE NOR OUR AFFILIATES, SUPPLIERS, OR LICENSORS MAKE ANY WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO YOU OR ANY OTHER PARTY WITH RESPECT TO THE SERVICE OFFERINGS, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO REPRESENTATION OR WARRANTY THAT (I) THE SERVICE OFFERINGS WILL BE FREE FROM ERROR OR INTERRUPTION CAUSED BY CYBER-ATTACKS, OR THAT WE WILL BE ABLE TO DETECT OR BLOCK ALL CYBER-ATTACKS, MALICIOUS OR OTHERWISE, FROM INTERFERING WITH YOUR USE OF THE SERVICE OFFERINGS, (II) THE SERVICE OFFERINGS WILL SATISFY YOUR REQUIREMENTS, OR (III) THE SERVICE OFFERINGS WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE OR BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION. ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR SYSTEM INTEGRATION IS EXPRESSLY EXCLUDED AND DISCLAIMED.

#### **11. Limitations of Liability.**

WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, OUR AND OUR AFFILIATES’ AND LICENSORS’ AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT WILL NOT EXCEED YOUR ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY YOU FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE 3 MONTH PERIOD PRECEDING THE CLAIM.

#### **12. Modifications to the Agreement.**

We may modify this Agreement (including any Policies) at any time by posting a revised version on the Predix Site or by otherwise notifying you in accordance with Section 13.7. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Predix Site regularly for modifications to this

Agreement. We last modified this Agreement on the date listed at the end of this Agreement.

### **13. Miscellaneous.**

**13.1. Confidentiality and Publicity.** You may use GE Confidential Information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose GE Confidential Information during the Term or at any time during the 5 year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of GE Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Service Offerings. You will not misrepresent or embellish the relationship between us and you (including by expressing or implying that we support, sponsor, endorse, or contribute to you or your business endeavors), or express or imply any relationship or affiliation between us and you or any other person or entity except as expressly permitted by this Agreement.

**13.2. Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**13.3. Independent Contractors; Non-Exclusive Rights.** We and you are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

**13.4. No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

**13.5. U.S. Government Rights.** The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service

Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**13.6. Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, you are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the region in which any of the foregoing occur.

**13.7. Notice.**

- A. To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on the Predix Site; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Predix Site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- B. To Us.** To give us notice under this Agreement, you must contact us as follows: (i) by email to [CONTRACTS.SOFTWARE@GE.COM](mailto:CONTRACTS.SOFTWARE@GE.COM) or (ii) by personal delivery, overnight courier or registered or certified mail to GE Digital, LLC, 2623 Camino Ramon, San Ramon, CA 94583, Attention: GENERAL COUNSEL. We may update the email or address for notices to us by giving notice to you as stated in Section A. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail, return receipt requested, will be effective three business days after they are sent.
- C. Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

- 13.8. Assignment.** You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. We may assign this Agreement to any affiliate or successor-in-interest. Any assignment or transfer in violation of this Section 13.8 will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- 13.9. No Waivers.** The failure by us to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by us must be in writing to be effective.
- 13.10. Severability.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
- 13.11. Governing Law; Venue.** This Agreement, the subject matter of this Agreement and all related matters and legal relationships will be governed by, and construed in accordance with, the laws of the State of New York, excluding the United Nations Convention On Contracts For The International Sale Of Goods and any rules of private international law or the conflict of laws that would lead to the application of any other 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. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.
- 13.12. Entire Agreement; English Language.** This Agreement includes the Policies and is the entire agreement between you and us regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or oral, regarding the subject matter of this Agreement. Notwithstanding any other agreement between you and us, the security and data privacy provisions in Section 3 of this Agreement (and the Data Protection Plan referenced therein) contain our and our affiliates' entire obligation regarding the security, privacy and confidentiality of Your Content. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, purchase order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Order

Document will control over this document. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

#### **14. Definitions.**

“Acceptable Use Policy” means the document currently available at <https://www.predix.io/legal/acceptable-use-policy>, as it may be updated by us from time to time.

“API” means an application program interface.

“Applications” means the hosted applications providing asset performance management services, microservices, or industrial Internet solutions running on the Predix platform, as further described on the Predix Site and in your Order Documents.

“Content” means all information, works, equipment, and materials, including, but not limited to, software (including machine images), data, databases, text, audio, video, and images.

“Data Protection Plan” means the document currently available at <https://www.predix.io/legal/data-protection>, as it may be updated by us from time to time.

“Documentation” means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Service Offerings on the Predix Site or provided with the Service Offerings, as such documentation may be updated by us from time to time.

“End User” means any individual or entity that directly or indirectly through another user accesses or uses the Service Offerings under your account.

“GE Confidential Information” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors, or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. GE Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. GE Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have

been known to you at the time of your receipt from us; (iii) is received from a third party without restriction who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the GE Confidential Information.

“Open Source Software” means software available under a separate license that permits the recipient of such software to copy, modify, and distribute such software to anyone.

“Order Document” means an order form or a similar document executed between GE and you for the provision of the Service Offerings, including any online orders submitted by you using the Predix Site and confirmed by us.

“Policies” means the Acceptable Use Policy, all restrictions described in the Predix Content and on the Predix Site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials referenced on the Predix Site.

“Predix Content” means Content we or any of our affiliates distribute or make available for download in connection with the Service or on the Predix Site to allow access to or use of the Service Offerings, including Documentation; sample code; software libraries; command line tools; and other related technology. Predix Content does not include the Service.

“Predix Platform Services” means the hosted Predix platform for developing, running, and managing Applications, as further described on the Predix Site and your Order Documents.

“Predix Site” means the Predix.io Web site and any successor or related site or portal designated by us.

“Service” means the Predix Platform Services and Applications made available by us or our affiliates.

“Service Offerings” means the Service (including associated APIs), the Predix Content, the Predix Site, and any other product or service provided by us under this Agreement. Service Offerings do not include Third Party Content that is offered to you by a third party under separate terms and conditions.

“Suggestions” means all suggested improvements to the Service Offerings that you provide to us.

“Technical Support Policy” means the technical support procedures and policies applicable to the Technical Support plan you have selected, as described at <https://www.predix.io/legal/predix-technical-support-policy>.

“Term” means the term of this Agreement described in Section 7.1.

“Third Party Content” means Content offered to you by a third party through the Predix Site or in conjunction with the Service that is identified as Content governed by an agreement directly between you and such third party.

“Your Content” means Content you or any End User (a) run on the Service, (b) cause to interface with the Service, (c) provide in connection with the Service, or (d) upload to the Service under your account or otherwise transfer, process, use, or store in connection with your account.

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