

GE Software Standard Maintenance support services and 3rd Party Software licenses support are governed by "Terms and conditions of the Maintenance Support services" included in Appendix A

Upgrade services are governed by "Terms and Conditions for Sale of Products and Services, Form EM 104 (Grid Solutions)" included as Appendix B.

2 Introduction – Customer Support Services

GE Grid Software Solutions is a market leader in delivering mission critical systems for electric utilities. Support Services are essential to make business outcomes a reality. With customer success as a priority, GE Grid Software Solutions offers a powerful set of Support Services together with the fulfillment capabilities enabling a unique customer experience. The purpose of the information included below is to provide Customer with information on available support services

2.1 Overview of customer support services offering

GE Support Services offering is structured to optimally fit customer's needs with pre-defined maintenance and support packages and complementary “à la carte” services facilitating the rapid adoption of our solutions. A broad catalogue of Education & Consulting services as well as a set of innovative Premium Services also contribute to deliver an outstanding customer experience. The below table is an overview of the support services offering:

	SERVICE DESCRIPTION	Maintenance Service Contract Levels		
		STANDARD	STANDARD PLUS	PREMIER
Maintenance and Support Services	Incident Management - OOH	-	✓	✓
	Incident Management - Normal Business Hours	✓	✓	✓
	Problem Management - With SLA (refer to section 0)	-		
	Problem Management - Defect Resolution	✓	✓	✓
	Remote System Access for technical support during normal business hours *	✓	✓	✓
	Customer Portal for all on-line service resources	✓	✓	✓
	Case logging and tracking for product defect service requests	Unlimited	Unlimited	Unlimited
	Case logging and tracking for non-defect service requests **	10 cases/year	50 cases/year	Unlimited
	Software and documentation downloads	✓	✓	✓
	Security Patch Validation Reporting	✓	✓	✓
	Access to Technical Support Bulletins	✓	✓	✓
	Access to extensive, searchable Knowledge Base	✓	✓	✓
	Access to User Community discussion forum	✓	✓	✓
	Access to Licensed Software Releases and Patches	✓	✓	✓
	Technical Expert Assistance	-	40h/year	80h/year
	Customer Technology Roadmap planning ***	-	✓	✓
	Dedicated Customer Advocate	-	✓	✓
	Monthly Support reports	-	✓	✓
	System Support Services - system assessments and system tuning	-	-	✓
Additional M&S Services	Hardware Support			
	Database management			
	Comprehensive Port Scan Analysis and consulting on the latest security updates	Additional / Optional Services can be added to Standard Services	Additional / Optional Services can be added to Standard Plus Services	Additional / Optional Services can be added to Premier Services
	Remote monitoring, diagnostics, and reporting ****			
	Patch management - Evaluation Installation and Live installation. Security patch			
PREMIUM SERVICES				
EDUCATION AND CONSULTING SERVICES				
* VPN/Internet connectivity to customer network required ** Technical Assistance questions are considered in Technical Expert Assistance number of included hours, not in the number of unlimited cases *** On-site planning workshop with the customer to assess the customer's current and anticipated business and operational needs, and to develop an overall technology roadmap aligned with the customer's needs. Planning will be based on GE's product roadmap, and leveraging new product features and enhancements to maximize the value of the GE systems. **** Regular analysis of system logs and health indicators, with reporting of findings and suggesting corrective actions				

Table 1 Support Services Matrix

2.2 Capabilities

2.2.1 Technical Support Services

Our support engineering teams have a global presence in more than 20 countries, ensuring both a strong presence in all regions and a breadth of expertise covering all transmission and distribution solutions. Our

technical support staff have an average tenure of more than 10 years and deep domain knowledge in key areas.

2.2.2 Adoption services

For customers subscribed to the Standard Plus and Premier maintenance level, we provide a dedicated Customer Advocate Manager who knows your business, is committed to quickly solving your issues and to facilitate the adoption of our software solutions. You will find a more detailed description of Customer Advocate in section 3.4.6.

We also provide a structured set of Adoption Services including technical expert assistance, technology roadmap planning and system support services.

Our team will help you drive value quickly, build outcome realization plans and provide governance during execution.

2.2.3 Knowledge Base, Education & Consulting Services

With 24x7 online access to getting started, how to, problem / solution, and advanced best practices Knowledge Base content, your team will be able to progress through solution onboarding and gain technical proficiency quickly, taking their performance to a higher level.

Our comprehensive training catalogue, training course schedule, and training registration is available online, and we also provide a broad range of consulting services that can be adjusted and quoted on demand.

2.2.4 Managed Services

Move from reactive to proactive operations and maintenance by leveraging our Managed Services, which continuously monitor your system health and data connectivity. Our team can help anticipate issues before they occur and provide regular monitoring reports on your system to help you minimize unplanned downtime and improve KPI accuracy. A more detailed description of Managed Services is available upon request.

2.3 Benefits

As a summary here are the key benefits from GE Grid Software Solutions Services:

- Maximize value out of your Software investment leveraging our global Support organization and deep domain expertise
- Minimize potential system downtime with our commitment to a quick response time and Support engineering capabilities enabling efficient resolution of major incidents.
- Accelerate your time-to-value from your Software investment with our adoption services capabilities.
- Ensure your team is utilizing Software best practices and all solution features with access to our on-demand training modules.

- Make better, faster business decisions based on quality data with our continuous monitoring of system health.

2.4 Definition of terms

Term or Acronym	Definition
CAM	Customer Advocate manager
Case	A request for a support service
CCR	Customer Change Request
CSB	Customer Support Bulletin
Customer	Energijos Skirstimo Operatorius (ESO)
GE	Name of GE company delivering the services
Hardware	Hardware included for the support services. Applicable only in case if list of supported hardware is included in the contract
Incident	An Incident is any unplanned interruption to a service or reduction in the quality of service, that is reported to Supplier, via the Service Desk, to be acted upon in accordance with the SLA
Normal Business hours	9:00am to 5:30pm GMT Monday to Friday, excluding public holidays. Normal Business Hours may also be referred to as Standard Support Hours.
Out of Hours	Out of Hours means when emergency Support Services are provided outside of the Normal Business Hours
Problem	A Problem is a condition from a number of Incidents that are related or have common issues.
SCADA	Supervisory Control and Data Acquisition
Service Desk	The single point of contact between the Supplier and the Customer.
SLA	Service Level Agreement
Software	Supplier's proprietary computer software and software security devices provided by Licensor under License and listed in Annex of the contract.
Supplier	The GE Affiliate company delivering the services
Support Portal	The online portal provided by the Supplier for customers to use as a one-stop-shop for Support interaction with and information from GE.
Support Services	The collective term of services included in this offer

Third-Party Software

Proprietary computer software owned by a third party and listed in annex of the contract that may be required to operate with or included in the supported Supplier products.



3 Support Services

As part of our commitment to help customers maximize their business benefits through the effective use of Software, Supplier provides a wide range of Software Support Services. The Supplier Service Desk is central to the services offered.

The Service Desk is the first point of contact for a customer with an issue. The Service desk can be contacted via the following communication channels

- Telephone
- Email
- Case Management system web interface

Generally, a Case will be opened when the Service Desk is contacted. The Case Management System is further explained in section 4.2 Case Management System, below.

3.1 Incident and Problem Management

A Case is typically raised to track an Incident or a Problem. Each Case logged is given a unique number and assigned to an engineer for investigation and analysis. The following sections explain the key differences between Incident Management and Problem Management

Incident Management is a process to resolve disruption to restore operation of the system as soon as possible to meet Service Level Agreements. Incidents are unplanned interruptions to or improper functioning of the system. Incidents can be resolved by workarounds, temporary fixes or permanent fixes.

The Supplier has extensive experience of Incident Management, with multiple support teams located world wide to manage this process. A Case Management System is available for both Supplier and Customer to track Incidents and Problems. Please refer to 4.2 Case Management System.

Incidents will be logged and categorized in the Case Management System by the Customer or Supplier. An initial diagnosis will be made, and the Supplier support engineer will determine if the Incident requires escalation. The engineer will undertake to resolve the Incident by applying a temporary or permanent fix or by suggesting a workaround. Status information will be shared with the Customer as the Incident progresses.

Problem Management aims to identify the underlying reasons of Incidents and prevent them from occurring again. Due to the nature of the Software solutions provided, it may be necessary to modify the underlying source code to resolve a Problem. A Software Problem fix is normally delivered in the next Software Release or as a Software Patch. Please refer to section 5.1,

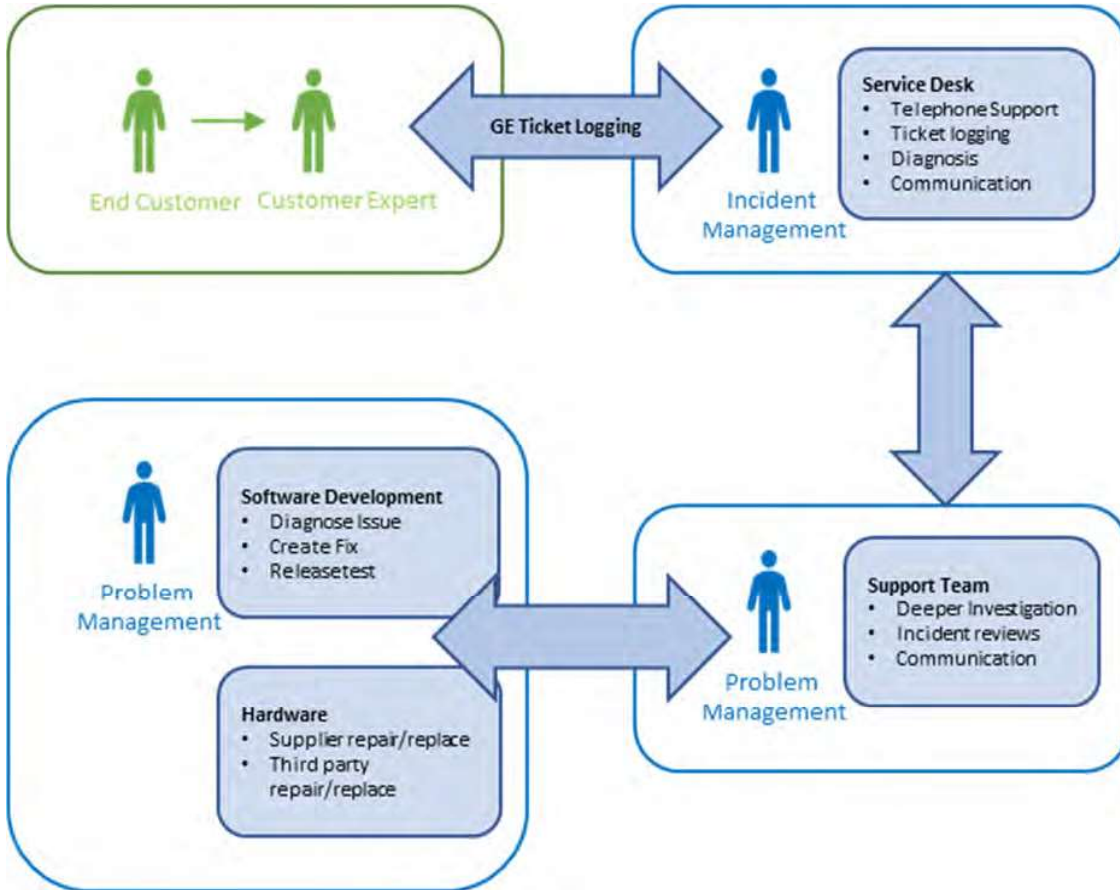


Figure 1 Service Desk, Incident Management and Problem Management

The Supplier support team will interact with other areas of the Supplier’s organisation and potentially third parties to resolve problems.

3.2 Support Levels

Supplier has organized Incident and Problem management support into four (4) levels of support activities. Level 1 support for any Incident is focused on gathering information about the Incident and taking initial actions to restore system operation to normal. Customers often received training on their Supplier solutions and have the capability to perform Level 1 support actions. In some cases, if expressly specified in the offer, Supplier staff on the Customer site may be responsible for Level 1 support.

If the Level 1 support person(s) are unable to quickly resolve the Incident, they will typically access Supplier on-line support tool to submit a Case. The information they have gathered on the Incident will be used to submit the service Case and should also be used to search the available Knowledge Base content to see if a solution to the Incident has already been identified and published. Otherwise, the Level 1 support person(s) will submit a service Case including the Incident severity. For Critical severity incidents, the case must be logged by phone, so that the Supplier staff are immediately mobilized to address the Incident. All other severity cases can be logged by phone, in the on-line support tool, or via e-mail submission.

Level 2 support will be provided by the Supplier Technical Support staff who are assigned to respond to the Customer Case. The Level 2 will conduct further diagnosis of the Incident and will assist the Customer or the Level 1 staff in taking restorative or work-around actions to restore normal system operation. The Supplier's will "own" the case and will continue to work to reproduce the Problem and to provide a permanent solution to the Customer. Level 2 will engage the Level 3 as needed to further address the Incident or Problem.

Level 3 support will be provided by the Supplier Technical Support Specialists, who have deep Supplier solution knowledge in the submitted Incident or Problem. Level 3 will assist Level 1 and 2 in gathering further information on the Incident or Problem and reproducing the Problem for further analysis. If the Incident or Problem appears to be a product defect, Level 3 will create and submit a Supplier product defect.

When required, the Supplier will engage Support and Engineering Subject Matter Experts (SMEs). Level 4 will provide further expertise to diagnose and reproduce the Incident or Problem and will follow the engineering process to ensure that any product defects are addressed, and an Emergency* Patch is provided, or schedule the fix to be contained in a future scheduled Software Release.

*For Critical Incidents only.

Level 1	Level 2	Level 3	Level 4
Customer or on-site Supplier staff	Supplier Support Team	Supplier Support Specialist	Support SME/Engineering
<ul style="list-style-type: none"> Respond to issue reported from Customer business operations Perform preliminary analysis of issue Determine issue severity Submit service Case Collect and attach detailed information Steps / conditions leading to occurrence Screenshots Logs and dumps. 	<ul style="list-style-type: none"> Acknowledge service Case Perform initial diagnosis Assist Level 1 with initial actions to restore system function if possible (process restart, work-around procedures, etc.) Reproduce reported issue “Own” the case, with responsibility for providing progress updates and driving resolution Coordinating efforts with other Supplier Levels Provides resolution to the Customer. 	<ul style="list-style-type: none"> Perform detailed diagnosis of the reported Case Collect additional case information from Level 1, 2 for further analysis Reproduce reported issue Provide resolution Engage and coordinate with Levels 1, 2, 4 as necessary Create a Supplier Software product defect or link Case to an existing product defect if needed. 	<ul style="list-style-type: none"> Perform detailed diagnosis and defect analysis Assign defect for qualification and reproduce as appropriate Isolate and fix defect root cause in Supplier product software Follow Engineering process for patch unit, functional, and regression testing Work with Engineering Product Release management to produce a product patch or service pack. Provide patch/SP to Level 1 for delivery to the Customer.

Assumptions

- Customer will create a team with responsibilities to raise Incidents and to field calls from system users.

3.3 Standard Support Services

In addition to Incident and Problem Management, Supplier offers the following standard Support Services in 3 tiers of service. The three levels of service are Standard, Standard-Plus and Premier. (Section 3.5 Levels of Service provides further detail of the levels). The standard services are:

- Support Portal
- Remote System Access
- Customer Support Bulletins
- User Community

3.3.1 Support Portal

The Supplier provides a Support Portal which serves as a “one-stop-shop” for customers to interact with the Support team of Supplier. The Support Portal provides on-line information and capabilities to maintenance customers, including:

- Case logging, tracking, and management for all service requests
- Training course information, schedules, and course booking through GE’s Learning Management System (LMS).

- Security Portal information including security patch testing information, product release notifications, and Technical Service Bulletins.
- Customer Community Discussion Forums for specific GE software products.

The Support Portal is typically used by customers on a routine basis to submit Cases for any Incident or support request. Customer staff are able to directly enter, update, and review the status of Cases online. This is the preferred way for customers to contact the Service Desk for any non-critical issues.

When a Case is created, whether by Customer or Supplier, then both the Supplier support team and Customer will receive e-mail informing about the new Case. Please refer to section 4.2 Case Management System for further details.

The Support Portal is a Web Application that can be securely accessed by maintenance customers via the internet. The Supplier will provide user names and passwords for the Customer's staff who will require access, URL information to access the site, and user information to help the customer quickly become familiar and proficient with using the Support Portal.

3.3.2 Remote System Access

Supplier's Customer Service team will work with Customer's technical team to establish a strategy to efficiently understand, isolate, and resolve the reported support problems. This may involve the need to remotely access the Customer's system to gather data, execute software analysis tools, or exercise remote diagnostics by Supplier's technicians.

Customer is required to provide a high-speed Internet connection. If Customer has other preferences, Supplier will consider these on a case-by-case basis. Customer is also required to provide Virtual Private Network (VPN), Wide Area Network (WAN), or ISDN dial-on-demand network connections between the customer system and Supplier site for remote access and pay for customer installation and telecommunication charges. The solution ideally will be scalable allowing more than one person to access the system at any one time (for example for the situation where multiple GE Software products are used by a Customer).

Remote access will only be provided to Supplier Customer Service personnel who are authorized by the Customer. The Customer and Supplier shall mutually agree the procedure for Supplier to access the Customer systems. Access from Supplier's infrastructure is via a dedicated environment secured by firewalls, which is restricted to authorized Supplier staff. Refer to section 4.2 Case Management System for further detail.

Assumption

- Customer will provide a high-speed Internet connection
- Connection speed minimum recommendation of 1 Mbps.

3.3.3 Customer Support Bulletin (CSB)

The Supplier periodically distributes Customer Support Bulletins to targeted Customer contacts to alert them about relevant information, e.g.

- Product updates and new software releases
- Critical issues that require action to mitigate
- Security updates
- Public holidays affecting the Support Desk.

3.3.4 User Community

All customers with a maintenance contract are members of the Supplier’s Users Community and are invited to participate in Community Activities as follows:

User Conferences and Working Groups (Conferences) - The Supplier hosts annual Conferences within each geographical region, including the Americas, European, Middle East, and Asia Pacific Conferences. Each Conference is organized to be a true “User Focused” event and provide a broad range of opportunities for interaction and exchange between Customers and with the Supplier’s leaders and industry experts. Conference activities include: Overviews of Supplier’s product road-map and future product plan

- Demonstrations of current development efforts and prototypes
- Direct interactions with Supplier’s developers
- Opportunities to influence Supplier’s product direction
- Customer led panel sessions and presentations on key industry topics
- Customer presentations on project successes, business challenges and creative solutions
- Opportunities for Customers to engage and interact with their peers

3.4 Additional Support Services

Depending on Customer requirements, Supplier can offer additional Support Services to the standard services listed previously. Additional Support Services are priced in addition to standard Support Services and provided if they are expressly selected by Customer.

The range of additional services may include:

- Hardware Support
- Health Checks
- Third-party software support
- System Upgrade services
- Management Reporting
- Customer Advocate Manager
- Cyber Security Assessment

The following subsections give further information about the additional services.

3.4.1 Hardware support

The following hardware support options can be provided based on Customer’s needs:

- Emergency 24x7 support
- Standard 8x5 support
- Local support
- Return to factory support.

Alternatively, the Customer may make separate arrangements for hardware support. In this case, to ensure the continuing integrity and viability of the system, the Customer shall notify Supplier in advance of any intended upgrades to the hardware platform in order for Supplier to advise on the impact of such upgrade.

Based on the Supplier's current understanding of the Customers requirements GE assumes that no hardware support is included in the scope for ESO

3.4.2 Health Checks

Supplier can offer preventative maintenance services to check if the supplied solution is developing problems. These health checks consist of a review by a Supplier support engineer who will document recommendations for improvements. This review can be conducted either remotely or at the Customer site, although there are advantages if the review is undertaken at site as it helps to strengthen the relationships between the support teams. Depending on the maintained Supplier Software, the health check could cover

- Review of error logs, Application and Operating System, system statistics
- Review of Oracle database performance and tuning
- Review of server disk space
- System statistics / counts / timings / parameters.

Based on the Supplier's current understanding of the Customers requirements

- Health checks are not required and are not included

3.4.3 Third-Party software support

Supplier can offer services to support certain third-party software, for example Red Hat Linux, where Supplier can ensure that any necessary patches are tested and applied to the Customer's servers. Another service is to ensure that the latest virus definitions are securely available and applied to the relevant computing equipment. The following options can be offered.

- Operating system patching, e.g. Red Hat Linux, Windows Server, or Windows Client
- Commercial Database Software patching, e.g. Oracle
- Virus definition securely supplied.

Based on the Supplier's current understanding of the Customers requirements this service is provided as information only. Patching and virus definitions updates remains the responsibility of ESO

3.4.4 System Upgrade Service

Supplier can offer a service to upgrade the Software to a later version to provide the latest benefits from continued product development of the Software.

An upgrade to the Software will require a rigorous process to ensure that Customers requirements are met.

Based on the Supplier's current understanding of the Customers requirements:

- Supplier has included 1 upgrade as optional service.
- Upgrade of the third party software components is Customer's responsibility, (Exception: If the upgrade of the PowerOn Advantage requires upgrade of certain third party components included in the PowerOn Advantage Release notes Third Party Compatibility section, the upgrade of those third party components may be included in the Supplier's scope).

Assumptions:

- Customer will identify a key individual to undertake the project management role for the upgrade
- Supplier will identify a key individual to undertake the project management role for the upgrade
- Customer will conduct verification testing of the new Software release.

3.4.5 Management Reporting

Each Case raised by the Customer will have an associated status maintained and this status is available to Customer via the Case Management System. In addition to this, Supplier can provide periodic management reports to provide summary information. A typical management report will be generated from the information held in the Case Management System and will summarize the Cases, e.g.:

- Key events in the period
- List of all Cases
- SLA performance
- Tracking of hours used.

Reports can be sent by email and potentially reviewed during face-to-face meetings between the Supplier Support Manager and Customer.

Based on the Supplier's current understanding of the Customers requirements

- Management Reporting is not required and is not included

3.4.6 Customer Advocate Manager

Depending on Customer requirements and level of service selected, Supplier can provide a dedicated Customer Advocate Manager (CAM). The CAM will represent the Customer within the Suppliers support organisation and will

- Monitor trends in Cases raised
- Monitor SLA's if appropriate
- Monitor the progress of Problems and potentially raise problems using the problem management process based on trends of Incidents.

3.5 Levels of Service

Supplier provides three levels of Service as customers' needs vary greatly. The three levels of service are Standard, Standard-Plus and Premier, please refer to Table 1 Support Services Matrix in Table 1 Support Services Matrix.

Based on the Supplier's current understanding of the Customers requirements

- Supplier is offering the Standard Support Service

3.5.1 Software Support (non-Critical Incidents and Problems)

Support Services for Incidents and Problems of all severities are provided during Normal Business Hours. For the avoidance of doubt, non-Critical Incidents are actioned in Normal Business Hours. Incidents and Problems are reported through the Case Management System.

3.6 SLA – Categories, Response and Resolution Times

3.6.1 Severity of Incidents and Problems

All requests to the Service Desk should include one of the following severity levels ("Severity Level(s)"):

- **Critical:** Complete loss of mission critical functionality or data that prevents system operations or safe operating conditions (human and equipment). There is a potential or real material, safety, data or security impact on business operations.
- **High:** Serious significant loss of critical functionality or data that causes disruption or degradation to system operations. This loss of functionality or data does not prevent mission critical operations or safe operating conditions (human and equipment). A work-around is not available. .
- **Medium:** Inconvenient loss of non-critical functionality or data, or discrepancy exists between expected and observed result, that causes inconvenient disruption or degradation to system operations. All functionality critical to system operations and safe operating conditions (human and equipment) are operational.
- **Low:** Minor defects which solely degrade the aesthetic value of the system. No disruption or degradation of the system operations. All functionality critical to system operations and safe operating conditions (human and equipment) are operational.

3.6.2 Incident Management Response and Resolution Time

This section describes the target times within which Supplier aims to respond to Incidents for each category of severity.

The **Incident Response Time** is the period between the initial receipt of the Incident request (through approved communications channels) and Supplier providing a formal acknowledgment. Additional information may be required before an appropriate course of action can be determined.

The **Incident Resolution Time** is the period between the initial response of Supplier and resolution of the Incident or delivery of an action plan to the originator of the request. This period includes investigation time and consideration of alternative courses of action to remedy the situation.

NOTE: The Incident Resolution Time can be longer than stated below, and Supplier shall not be responsible for any delay, if Supplier has no access to Customers' systems to investigate and correct the reported Incident or Problem and collect the data for further analysis.

Severity Levels	Incident Response Time	Incident Resolution or Action Plan Time	Outcome
Critical	30 Minutes	4 Hours	Case logged; and first line triage; and Critical product/function restored; or implement an acceptable workaround
High	2 Working Hours	Next Working Day	Case logged; and first line triage; and High severity product/function restored; or implement an acceptable workaround
Medium	1 Working Day	5 Working Days	Case logged; and first line triage; where possible function restored; or implement an acceptable workaround; or agree an action plan for resolution.
Low	5 Working Days	10 Working Days	Case logged; and first line triage; where possible function restored; or implement an acceptable workaround; or agree an action plan for resolution.

Table 2 Incident Management SLA

3.6.3 Problem Management Resolution Times

Problem management resolves the root cause of the Problem that caused Incidents. Problems use the same severity definitions as Incidents, refer to section 3.6.1 Severity of Incidents.

Severity Level	Permanent Resolution	Outcome
Critical	Next Service Pack	Further investigation and schedule software fix for delivery in next Service Pack intended for use by the Customer.
	Emergency Patch	*Emergency Patch strictly limited to genuine recurring emergency or security software issues continually impacting Customer system.
High	Next Service Pack	Further investigation and schedule software fix for delivery in next Service Pack intended for use by the Customer.
Medium	By mutual agreement	Further investigation and schedule software fix for delivery in a future Full Release intended for use by the Customer.
Low	By mutual agreement	Further investigation and schedule software fix for delivery in a future Full Release intended for use by the Customer.

Table 3 Problem Management Resolution Times

3.7 Escalation

This section describes the procedure used within Supplier for dealing with Service Desk requests and reports of Incidents or Problems that have been escalated.

Customer may wish to escalate an Incident or Problem for the following reasons:

- The Service Desk's proposed action or solution to an Incident or Problem is unsatisfactory.
- The reported Severity Level of an Incident or Problem has changed.
- The Service Desk staff has not provided a response within the stated Incident Response Time.

If the Customer wishes to escalate an Incident or Problem, they should contact the Service Desk to re-state the Incident or Problem and state the reason for the escalation. The following escalation procedure will take effect:

- The Service Desk staff will notify the Regional Customer Service Manager who will review the situation, assign the appropriate resources, assess whether resources from other groups are required, and request assistance from or escalate to other departments as necessary.

- A proposed course of action will be communicated back to the Customer. If the proposal is unsatisfactory, the Customer's manager or supervisor should contact Supplier's applicable Regional Customer Service Manager directly.
- The Regional Customer Service Manager will initiate discussions at a Supplier executive management level if a satisfactory agreement cannot be reached. The Service Desk staff will be kept informed of the escalation action taken in order to maintain communications with the Customer through the correct channels.

3.7.1 Emergency Escalation

Supplier has an Out of Hours escalation process that can be triggered by Supplier support personnel or by the Customer. Details of a technical escalation point (Senior Technical contact in team) and a management escalation point (Suppliers Customer Support Manager) will be issued. These are published annually. These can be used by the support contact at the Customer should escalation be warranted.



4 Communication Channels

4.1 Telephone Service

A telephone number is provided for maintenance customers to contact the Supplier for any service requests. The telephone number is available 24x7 for Critical Severity Cases, and during Normal Business Hours for all other service requests.

4.2 Case Management System

The Support Portal described in 3.3.1 Support Portal above includes a Case Management System which allows customers to log, track, and manage their cases. Key features of the Case Management System include:

- Customers can log, update, and track their cases in real-time.
- Customer cases follow automatic assignment routing to appropriate Supplier staff for response and resolution.
- Service Level Agreement (SLAs) performance is tracked and managed for each case according to the Customer's specific maintenance contract.
- Support performance and summary reports can be generated for the Supplier and Customer to jointly track manage activities.
- Case closure surveys can be sent to the Customer, to get their feedback on the Supplier's handling of the case.

Services, both written and verbal, will be provided in English, unless agreed otherwise.



5 PowerOn Software Releases

This section 5 applies to the Supplier's Software only. Supplier shall inform Customer on the availability of Software releases. Details of changes shall be relayed in the form of software release notes and CSBs. The decision to install a Software release is at Customer discretion. Should the Customer decide not to install a Software release, Supplier shall not be liable for Incidents, Problems or other issues that would be solved by installation of such Software release.

Software modifications to the system will use the Supplier's software development quality assurance methods; unit tests, regression tests, scenario tests, factory and site acceptance tests (contingent on scope of change).

Supplier will release new versions of the Software; these Software releases may contain software fixes, Customer enhancements and/or new functionality. The Software release is available to Customer upon release provided a valid license agreement per module is purchased, and an effective support (maintenance) agreement is in place. Please refer to Section 3.4.4 System Upgrade Service for services to install Software releases on Customer system.

Software releases can be typically split into 3 categories: Emergency Patch, Service Pack or Full Release. The content of each release includes all binaries, libraries, install-shields and documentation pertinent to the release.

5.1 Types of Software Release

Release Type	Typical Severity of Issues Resolved	Additional Information
Emergency Patch	Critical Cases only*	<ul style="list-style-type: none"> Supplier will provide the Upgrade Services needed to install the Software and therefore request at least 5 Working Days' notice on date (to be agreed) for live installation.

		<ul style="list-style-type: none"> • Supplier recommends that installation of the Software is completed on the live system within 30 Working Days of Emergency Patch Release. • Failure to install all active Emergency Patches on a live system will release the Supplier from its obligation to comply with Service Levels.
Service Pack	Critical, High and Medium	<ul style="list-style-type: none"> • Service Pack releases contain multiple high priority fixes from internal Supplier and customer reported issues. • Expected frequency of Service Pack releases for System, is 1 issued 4-6 months following a Full Release, subject to change and will be communicated in advance.
Full Release	Any	<ul style="list-style-type: none"> • Customer should communicate in writing to Supplier intent to upgrade to any such release at least six months in advance of the live installation. • Full Releases will contain multiple enhancements and fixes from internal Supplier and customer reported issues or third-party fixes. • In relation to the System, Full Releases can include changes to Software and dependencies. 3rd party and operating system compatibility changes will be advised in advance of release.

Table 4 Software Releases

*Emergency Patches are produced on an ad-hoc basis to fix genuine recurring Critical Problems, i.e. Critical software issues continually recurring and impacting the system.

Supplier will publish its annual product release schedule in advance. This will typically contain a Full Release every year and a Service Pack 4-6 months after the Full Release.

5.2 Product Lifecycle

The Supplier will endeavour to work with the Customer to communicate planned content of future Software Releases, in a timely manner, which allows sufficient time for Customer to plan which Software release Customer will upgrade onto their Live System and the timing for the upgrade. It is expected that this is provided a minimum of two years in advance of the intended release and to include a list of known key features intended in a release.

Specific requests for enhancement functionality shall be considered by Supplier and managed by the CCR process. The Supplier reserves the right to include enhancements introduced by the CCR process in their core product, hence provide it to other customers at its discretion unless prior agreement is made with Supplier as part of the requirements of the functionality. The Supplier reserves the right to charge an additional fee for this requirement.

The Supplier provides Support Services to supported versions of the Software and Third Party Software. This is driven by the date of the Full Release and/or the version of Third Party Software the Software Release was approved against. Supplier will release new versions of the Software and will encourage Customer to upgrade with respect to any Third Party Software or Software changes making the Customer release un-supportable. Older releases of Software may be moved into an extended or legacy support phase which will have a limited scope of service and maintenance capabilities (e.g. security patches may not be available for an older release. The Supplier will advise the Customer in advance of Software moving to one of these phases.

Please refer to Supplier for a copy of the latest Product Lifecycle Policy for the Software included.



6 Security Services

6.1 Security Patch Management

The Supplier offers Security Patch Management services to help customers ensure that their Supplier solutions are running the latest Supplier approved cyber security patches for both the Software and any Third-Party Software included into the scope of Supplier's Support Service. The service is structured to maintain an appropriate level of cyber security without compromising solution functions or operations. To that end, the Supplier has defined a process for assessing and validating software patches that are issued by Software and Third-Party Software vendors to address cyber security issues.

The Supplier maintains an accurate inventory of Third-Party software used with its products and monitors both US-CERT weekly security bulletins and other communications and posted information from the Third-Party Software vendors for indication of security patches within 2 business days of release. The Supplier runs a standard set of tests against patches applicable to the Supplier product included in its Security Patch Management program and assesses their potential impact. The Supplier will validate the compatibility of security patches for use in a standardized security-testing environment against the supported version of the Supplier product(s) and will within 20 days post the results on a secure Support Portal for customer access and review.

6.2 Supplier Personnel

All Supplier personnel accessing Customer live systems will have successfully completed background checks prior to commencing employment, in accordance with Supplier's procedures, and periodic revalidation of these checks. The background checks include criminal background checks relative to the country of residence of the individual and Global Sanctions Watch List Check. Supplier engineers also complete annual Cyber Security Awareness training/refreshers training. These checks and training are compliant with NERC/CIP requirements.

Additional checks required by a Customer may be performed only if expressly agreed in writing, on behalf of the Customer and according to its instructions.

6.2.1 Personal Risk Assessment Web Portal

Customers will be provided 24x7 access to an up to date list of Supplier personnel authorized to access a customer system via the Personal Risk Assessment (PRA) web portal. This list provides information regards status of the above background checks and training. Customers will be notified via an email from the portal in the event of Supplier personnel leaving the company or a change in role. Access to the list is limited to personnel within the customer team and is managed by a nominated Supplier contact.

6.2.2 Accessing Customer Systems

The Supplier recognises the privileged position of its staff in terms of accessing customer systems, systems containing sensitive information and systems which customers rely upon to operate their systems. This privileged position implies certain responsibilities, obligations and expectations. The Supplier has a policy, Accessing Customer Systems, which defines how the Supplier fulfils its responsibilities, obligations and exceptions associated with employees who access customer systems, whether they are for project, test, training, development, pre-production or live and operational purposes. This policy includes a commitment from the Supplier to our its customers with regards to:

- Work in partnership with them to effectively and securely deploy, support, manage, enhance and upgrade their systems
- Provide secure virtual, physical and network infrastructure to enable our employees to connect to their systems
- Promptly notify the customer in the event of a security incident to Supplier systems or networks related to customer access
- Engage with customers around security incidents or events, whether actual or perceived, relating to Supplier access to customer systems
- Maintain secure processes and procedures to appropriately manage Supplier employee access to and usage of connectivity to customer systems
- Maintain an accurate list of Supplier employees with access to their systems and notify customers whenever there is a change in roles (PRA web portal)
- Ensure that customers are appropriately aware when Supplier employees are connected to their system and what they are doing
- Ensure the competency of Supplier employees who can access customer systems.

6.2.3 Password Management

Supplier personnel accessing customer systems will follow best practices for user access, including:

- Utilizing strong passwords for login authentication
- Not sharing accounts / passwords
- Utilizing approved secure storage tools for retention of username / password credentials to prevent unintended disclosure
- Changing passwords on a regular frequency.

7 Governance

7.1 Organisation

The Supplier Customer Support team is global in nature with major centers located in Livingston, UK and Massy, France. Other customer support centers are located in the United Kingdom, Romania, India.

The team consists of Support Engineers, Customer Advocates, Education/Consulting Services, Project Managers and Managed Services.

Customer Support Engineers provide the first line of contact for issues that arise. They work the case and are the owner of the case throughout its life. If needed, they will involve other customer Support Engineers and other Subject Matter Experts to solve the case.

The Customer Advocates are the customers' focal point for prioritizing and tracking issues; provide the Customer with reporting; host scheduled meetings; escalate cases within Supplier's organisation as needed and assist in future planning.

Education Services provide the Customer with Subject Matter Experts for product training. Training courses are scheduled throughout the year and additional courses can be hosted at the Customer site or can be remote via the internet.

Consulting Services provide the Customer with a wide range of technical consulting on Supplier products.

Project Managers are utilized when requested work requires more coordination between Supplier and the customers; usually for larger or more complex work.

Managed Services can provide the Customer with remote monitoring of the supplied applications or the complete system.

7.2 Quality Assurance

Supplier's employees are committed to:

- Passionately driving a differentiated customer experience with all products and services we provide
- Building long-term loyalty by partnering with customers to help achieve their success
- Ensuring strict compliance with laws and regulations pertaining to the quality, safety, security and performance requirements in every country where Supplier's products and services are offered
- Sustaining continuous improvement in the effectiveness of Supplier's Quality Management System.

These commitments are met with the highest integrity, through clearly documented quality objectives, routine quality management reviews and an all-encompassing Quality culture.

7.2.1 Customer Case Closure Surveys

The Supplier routinely performs Case closure surveys when a Case is resolved. The case closure surveys are a great transactional tool to measure quality, by getting immediate feedback from customers about their satisfaction with the timeliness, professionalism, and quality of the work performed on the case. The

Supplier uses the results of these case closure surveys to benchmark and measure service delivery quality, and to constantly improve service quality.

7.2.2 Contract Execution Rating (CER) Annual Survey

The Supplier conducts annual CER surveys for all customers with active maintenance contracts. Customer response rates are very high for CER survey completion, and the survey results provide an important benchmark to measure the quality of services performed. The results of these surveys are used to drive specific quality improvements and to ensure quality consistency across all products and regions.

7.2.3 Quality and Information Security Management System

Supplier's businesses maintain ISO 9001:2015 certified Quality Management Systems (QMS) that are based upon the fundamental concept that quality must be designed and built into a product and cannot be obtained from inspection and testing alone. Supplier's ISO® certificates are available upon request.

The QMS cover all aspects of the location's business functions, from initial proposal and contract management; standard software design and development; hardware procurement, project management, system integration and software customization; to ongoing support and maintenance, training and upgrade services.

The overall objective of the QMS is to support the company's mission of developing high quality, cost effective software solutions that meet customers' current and future business needs in order to give customers confidence that those products are both reliable and innovative. All QMS procedures are audited on a continuous audit schedule, which focuses on process effectiveness as well as conformance to documented procedures. Internal audits identify any process non-conformances; a remediation action plan is initiated and driven to closure. Additionally, audits are a key opportunity to identify areas for process improvement, in conjunction with the use of process improvement tools and practices.

Supplier has an existing Information Security Management System (ISMS) for a limited scope. Supplier is currently using Change to Approval (CTA) to reuse and build upon this existing ISMS and extend its coverage to the whole of Supplier's business. A gap assessment has been completed with the certification agency (Lloyd's Register) and the external audits for the principal Supplier locations are scheduled to be completed by the end of January 2020.

The scope statement for the CTA certification is as follows: The management of information security, privacy and governance controls for the protection of confidential GE and customer information and data, and remote access to customer systems in relation to the delivery of software products and services in accordance with the Statement of Applicability.

Supplier believes that this certification scope will demonstrate our capacity to ensure confidentiality, integrity and availability in compliance with ISO 27001 for customer data (documents, data, commercial information) and customer connectivity (transfers of data, support services).

7.3 Reporting

The Supplier will provide periodic reports highlighting status of the service, e.g. status of open cases, cases closed in reporting period, and other topics as may be agreed between the parties.

7.4 Periodic Meetings

The following meetings will be convened at a mutually acceptable location or via telephone conference call:

- Monthly Support Meeting

7.5 Data Protection

The Supplier does not anticipate receiving any personal information in connection with performance of the Support Services. If at any time the Customer anticipates providing the Supplier with personal data, the Customer shall notify the Supplier in advance with details including the nature, source and amount of such personal data and provide the Supplier with necessary instructions. Any processing of Customer's personal data during Support Services will be performed exclusively in order to comply with Supplier's contractual obligation according to instructions and on behalf of customers.

8 Responsibilities

8.1 Responsibility Matrix

The table in this section provides a summary definition of the roles and responsibilities of Supplier and Customer.

Legend

- ✓ This indicates who has primary responsibility to perform this function. Many system support functions will require Customer involvement and assistance even though another service provider has primary delivery responsibility.

Item	Task	Customer	Supplier
1.	Incident and Problem Management		
1.1.	Report problem with Customer system and assist with problem identification and/or recreation	✓	
1.2.	Provide or recommend corrections, temporary patches, workarounds, or other fixes to system problems		✓
1.3.	Install and test corrections, temporary patches, workarounds, or other fixes to system problems	✓	
1.4.	Provide VPN access to customer system(s) at Customer site for remote access.	✓	
1.5.	For each major Software release, provide a list of all issues resolved.		✓
1.6.	Sharing known issues that could have an impact on business operations for customer or other clients (CSB).		✓
2.	Routine Software Support		
2.1.	Build and maintain database, displays, and reports	✓	
2.2.	Perform system back-ups	✓	
2.3.	Restore or reinstall software from back-ups	✓	
2.4.	Monitor and maintain system logs	✓	
2.5.	Maintain user accounts	✓	
2.6.	Operating system maintenance	✓	
2.7.	Proactive operating system performance monitoring	✓	
3.	Routine Oracle Database Support (where applicable)		
3.1.	DBMS maintenance and upgrades	✓	
3.2.	Space management	✓	

3.3.	Database alert management	✓	
3.4.	Database incident management	✓	
3.5.	Database performance tuning	✓	
3.6.	Proactive database performance monitoring	✓	
3.7.	DBMS startup parameters, *.ora files	✓	
3.8.	DBMS maintenance and upgrades	✓	
4.	Software Application Support (Supplier Software)		
4.1.	Application incident management		
4.2.	User Incident Management & initial investigation	✓	
4.3.	User Co-ordination	✓	
4.4.	Application code maintenance		✓
4.5.	Database schema design		✓
4.6.	Personalisation Files (e.g. hosts)	✓	
4.7.	Personalisation of database (Counters/Host_details)	✓	
4.8.	Deliver software updates (application & scripts)		✓
4.9.	Remote installation of test upgrades		✓
4.10.	Test & approval of software changes	✓	
4.11.	Installation of Live software updates	✓	
4.12.	Specification of application monitoring	✓	
4.13.	Implementation of application monitoring rules	✓	
4.14.	Monitoring and reporting on application alerts	✓	
4.15.	Backup, archive & restore application data	✓	
4.16.	User permissions & menu definitions	✓	
4.17.	Configuration definition & maintenance	✓	
4.18.	Correction of data following User error	✓	
4.19.	Data integrity between servers		✓

8.2 Exclusions

Any services not explicitly described as being in the scope of this document are excluded.

Appendix A: Terms and Conditions for Support Services

TERMS AND CONDITIONS FOR SUPPORT SERVICES

BETWEEN:

GE [insert exact legal entity name] a _____ duly organized and existing under the laws of [insert state], having its registered office and principal place of business at [insert exact street address], (“Licensor”)

and

[insert exact legal name of customer], a corporation duly organized and existing under the laws of [insert country] having its registered office at [insert exact street address], (“Licensee”).

1. Definitions

Unless otherwise agreed to by Licensor, the following terms shall mean:

“**Documentation**” means all associated material, including all printed material and on-line or electronic documentation (excluding training materials) referencing Hardware and/or Software.

“**Guide(s)**” means one or more documents describing type and level of services to be provided by Licensor, any additional services available to Licensee and other relevant details. Such documents may be designated as “Guide to Support Services”, “Support Guide”, “Services description” and like.

“**Hardware**” means any computer equipment provided by Licensor under separate agreement, which are listed in Attachment 2 and covered by Support Services.

“**License**” means the separate license agreement under which Licensor licenses Software to Licensee.

“**Licensee**” means the entity to which Licensor has licensed Software and is receiving support services hereunder.

“**Licensor**” means the entity licensing the Software and providing support services hereunder, either itself or through its designee.

“**Personal Data**” means information about a directly or indirectly identifiable person as defined by applicable regulations on data protection.

“**Software**” means the proprietary computer software and software security devices provided by Licensor under the License and listed in the quotation, as well as any enhancements or updates provided hereunder.

“**Support Charges**” means the fees to be paid by Licensee for the receipt of Support Services hereunder.

“**Support Services**” means the maintenance and support services to be provided by Licensor hereunder.

“**System**”, as used herein, means the combination of both Software and Hardware, when provided by Licensor.

2. Support Services

2.1. Licensor provides Support Services in accordance with these Terms and Conditions and the quotation and its attachments, including, but not limited to, Guide(s). The current Guide(s) applicable to Software is (are) appended hereto and made part hereof by reference or as an attachment(s). Licensor reserves the right, in its sole discretion, to make changes in the Guide(s) from time to time, provided that any such changes do not materially decrease the level of Support Services provided to Licensee hereunder.

2.2 The provision of Support Services for certain Software, e.g., Smallworld™ Software, may be limited by “class” of Software. Classes of Software and availability of full, limited, or no Support Services, are defined in the applicable Guide(s).

2.2. Unless otherwise agreed in writing by Licensor, Hardware provided by Licensor is not supported under these Terms and Conditions.

3. Levels of Support Services

Support Services are provided on the most current version of supported Software (includes release updates, program maintenance, and reasonable telephone support) and previous releases as set forth in the applicable Guide(s).

4. Licensee Obligations

Where any supported Software is part of a System provided by Licensor, in addition to any obligations set forth in the applicable Guide(s), Licensee shall further ensure that:

4.1. Proper environmental conditions are maintained for any System and associated Hardware is maintained in good condition, including, but not limited to, the cables and fittings associated therewith and the electricity supply thereto.

4.2. The System is kept and operated in a proper and prudent manner in accordance with the Licensor’s (and/or Hardware manufacturer’s) Documentation and only competent, trained Licensee employees (or persons under their supervision) are allowed to operate the System.

4.3. If on-site Support Services are applicable, the Licensor (or its designee) is provided with full and safe access to the site of installation for purposes of providing Support Services, and Licensor is provided with adequate working space for the use of Licensor personnel, plus such facilities as may be reasonably requested from time to time by Licensor for the storage and safekeeping of test equipment and spare parts.

4.4. Licensor is provided with telecommunication facilities as are reasonably required for testing and diagnostic purposes at Licensee’s expense.

4.5. Licensee keeps full backup copies of its programs, databases, and computer records in a secure place and in accordance with best computing practices.

4.6. Licensor is provided with necessary Documentation related to Licensee system which is available to Licensee through the manufacturer(s) of the relevant hardware or software.

4.7. Licensee ensures physical, network and data security on-site, which includes, without limitation, fire protection, implementing and using up-to-date suitable antivirus, firewalls, security-related hardware and software, in accordance with Licensor guidance.

5. Term and Termination

Unless otherwise agreed in writing, Support Services shall (a) commence upon that date(s) specified in the quotation or attachments hereto (“Commencement Date”), (b) extend for an initial term as specified in such quotation or attachments (“Initial Term”) and (c) unless agreed to in writing by amendment hereto, automatically renew for one (1) year periods upon completion of the Initial Term (“Renewal Date”) or any subsequent terms, unless terminated as follows:

5.1. Licensee may terminate Support Services upon ninety (90) days written notice to Licensor. Licensee’s termination of the Support Services hereunder shall release Licensor from any further obligation under these Terms and Conditions. Licensee will retain the right to continue use of the Software as per the terms of the License (provided Licensee is not in breach of its terms). Notwithstanding anything contained herein to the

contrary, if Licensee terminates Support Services prior to the expiration of the then-current term for any reason other than Licensor's material breach of its obligations hereunder, then Licensee shall not be entitled to any refund of any prepaid Support Charges for said term. Notwithstanding anything contained herein to the contrary, if Licensee terminates Support Services prior to the expiration of the then-current term for any reason other than Licensor's material breach of its obligations hereunder, then Licensee shall not be entitled to any refund of any prepaid Support Charges for said term. Further, should Licensee's Initial Term or any Renewal Term be for multiple years (a long-term maintenance agreement or "LTMA"), termination prior to expiration of such LTMA shall entitle Licensor to charge and Licensee to pay a cancellation charge equal to eighty percent (80%) of the unexpired LTMA.

5.2. Licensor may terminate the Support Services (a) if Licensee commits a material breach of these Terms and Conditions or the License and such breach remains uncured thirty (30) days after written notice of such breach is delivered to Licensee, including, without limitation, the failure to pay any amounts due; or (b) immediately if Licensee becomes insolvent, makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

6. Pricing and Payment Terms

6.1. Charges for Support Services for the Initial Term, are billed in advance on the Commencement Date or on the date set forth in the quotation or attachments hereto, whichever occurs later ("Support Charges") and subsequently on each Renewal Date as applicable. Support Charges for subsequently licensed Software shall commence, for each particular license, on the first day of the month following that date such additional Software license keys are provided to Licensee by Licensor, prorated to coincide with the next Renewal Date.

6.2. After the Initial Term, Licensor shall be entitled to increase the Support Charges in accordance with (a) any change in Licensor's standard scale of charges, (b) movements in the Consumer Price Index or Retail Price Index, or (c) movements in the U.S. dollar exchange rate (if applicable), by giving to Licensee not less than ninety (90) days written notice prior to any Renewal Date. Notwithstanding the foregoing, Licensor shall be entitled to immediately increase the Support Charges, in its sole discretion, if Licensee relocates the Software to an equipment location different from where the Software was originally installed.

6.3. Prices do not include, and Licensee is responsible for, all taxes, duties, fees, or other charges of any nature (other than taxes imposed on Licensor's net income) imposed by any government authority related to the Support Services provided hereunder. If Licensee deducts or withholds taxes for which Licensor is responsible, Licensee shall furnish within one (1) month to Licensor accurate official receipts from the appropriate governmental authority for each such deducted or withheld tax.

6.4. Unless otherwise set forth in the quotation or attachments hereto, Licensee agrees to make all undisputed payments to Licensor within thirty (30) days from Licensor's invoice date. For purposes of these Terms and Conditions, "undisputed" means Licensee has no reasonable objection to a Licensor's invoice and has not given Licensor notice of dispute within 15 days from Licensee's receipt of such invoice. Any invoice not disputed within such 15-day period shall be considered undisputed.

6.5. In addition to the Support Charges, Licensee agrees to pay time and material charges, plus reasonable travel, lodging, meal expenses or any other expenses, for any extended technical support beyond the scope of the applicable Support Services, as further detailed in the then-current Guide(s). Such additional expenses shall include, but not be limited to, technical support for on-site service or attending to a problem caused by incorrect Licensee data, incorrect Licensee usage, Licensee modifications to the Software and/or any cause external to the System.

6.6. Licensee agrees to pay a monthly late payment charge computed at the rate of one and one-half percent (1.5%), or the maximum interest rate permitted by applicable law, whichever is less, on any past-due amount for each calendar month (or fraction thereof) that such payment is overdue and all costs of Licensor collection efforts including reasonable attorney's fees.

6.7. Upon termination as provided herein, Licensee shall have thirty (30) days from Licensor's invoice date to pay any amounts due and payable to Licensor up to, and including, the date of termination. Licensee's obligations to pay amounts owed shall survive termination.

6.8. Should Licensee wish to reinstate terminated Support Services, the Support Services may be reinstated by paying Licensor an amount equal to one and one-half (1-1/2) times the elapsed Support Charges or by relicensing the Software at Licensor's then-current license fee.

7. Warranty and Limitation of Liability

7.1. Licensor represents and warrants that Support Services will be performed in a competent and diligent manner.

7.2. Licensor is not liable for and is not required to perform Support Services with respect to problems caused by third party products not provided by Licensor, any cause external to the System or any Software that has been altered or modified by anyone other than Licensor.

7.3. This Section 7 sets forth the exclusive remedies for all claims based on failure of or defect in the Support Services, whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence)/extracontractual liability, strict liability or otherwise. The foregoing warranties are exclusive and are in lieu of all other warranties and guarantees whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

7.4. The total liability of Licensor, on all claims of any kind (excluding claims for death or bodily injury), whether in contract, warranty, indemnity, tort (including negligence)/extracontractual liability, strict liability, or otherwise, arising out of or relating to the subject matter hereof, shall not exceed the Support Charges paid for the then-current annual term.

7.5. In no event, whether as a result of breach of contract, warranty, tort (including negligence)/extracontractual liability, strict liability, indemnity, or otherwise, shall Licensor be liable for loss of profits or revenues, loss of use of products or services, interruption of business, cost of capital, or for any special, consequential, incidental, indirect, punitive, or exemplary damages.

7.6. For the purposes of this Section 7, the term "Licensor" shall mean Licensor, its affiliates, and their successors or assigns.

8. Confidentiality

8.1. In connection with the Support Services, Licensor and Licensee (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" as used herein means (a) all pricing information, (b) all terms for Support Services, and (c) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure or, within 10 days after oral disclosure, by label, stamp, or other written communication. The obligations of this Section 8 shall not apply as to any portion of Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives, or its affiliates; (ii) is or becomes available to the Receiving Party or its representatives or affiliates on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party; (iii) is independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed

by order of a competent court or governmental agency; or (v) is approved for disclosure in writing by an authorized representative of the Disclosing Party.

8.2. The Receiving Party agrees: (i) to use the Confidential Information only in connection with the Support Services and/or permitted use(s) of Software, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its employees or agents who have a need to know in order to perform its obligations hereunder and/or use the Software. The Receiving Party agrees to advise any recipient of such Confidential Information of the terms and conditions of this Section and to take reasonable steps to ensure compliance.

8.3. 8.3 If either party or any of its affiliates or representatives is required by legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt notice, to the extent practicable, so that the Disclosing Party may seek an appropriate protective order or waive the Receiving Party's compliance with the provisions of this Section 8.

8.4. Nothing herein shall be construed as granting to the Receiving Party any license under any invention, patent, trademark, or copyright now or hereinafter owned or controlled by the Disclosing Party.

8.5. Licensee shall not disclose Confidential Information to Licensor in connection with performance hereunder unless it is required to do so to enable Licensor to perform work hereunder. If Licensee does disclose Confidential Information, Licensee warrants that it has the right to disclose such information, and Licensee shall indemnify and hold Licensor harmless against any claims or damages resulting from improper disclosure by Licensee.

9. Notices

All notices under these Terms and Conditions shall be effective when sent by overnight courier or certified government mail, postage prepaid, to the Parties at the addresses set forth below. Either Party may change its address by giving written notice of such change of address to the other Party.

For Licensor:

For Licensee:

10. Multiple Attachments; Entire Agreement

10.1. Licensee's acceptance of the quotation indicates acceptance of the provisions herein and in any appended attachments and/or exhibits.

10.2. The provisions of this these Terms and Conditions, plus its attachments and exhibits and the quotation, constitute the entire agreement and supersede all prior agreements, whether oral or written, related to the Support Services. No amendment or modification of any provision of these Terms and Conditions will be effective unless such is in writing and is executed by both Parties hereto.

11. Headings; Counterparts

Headings of particular Sections are inserted only for convenience and are not to be used to define, limit, or construe the scope of any term or provision of these Terms and Conditions.

12. Precedence of Terms and Conditions

Notwithstanding the content of any Licensee purchase order or any other document or records, whether in writing or electronic, relating to the subject matter hereof, the terms of these Terms and Conditions shall

govern and take precedence; any conflicting, inconsistent, or additional terms contained in such other documents shall be null and void.

13. Survival

Any and all provisions or obligations contained in these Terms and Conditions or its attachments which by their nature or effect are required or intended to be observed, kept, or performed after termination of Support Services will survive such termination and will remain binding upon and for the benefit of the parties and their permitted successors (including, without limitation, successors by merger) including, but not limited to, those provisions and obligations relating to confidentiality and protection of Licensor's intellectual property rights.

14. Independent Contractor

Both parties are acting as independent contractors. Personnel supplied by either party hereunder are not personnel or agents of the other. Each party will remain responsible for the withholding and payment of all federal state, and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) attributable to that Party, its employees, and its contractors.

15. Parties Bound By Agreement, Successors and Assigns

15.1. The delegation or assignment by Licensee of any or all of its duties or rights hereunder without Licensor's prior written consent shall be void, provided Licensee may assign this agreement in whole or in part to any direct or indirect affiliate or subsidiary or any successor in interest through merger or consolidation without the Licensor's written consent, provided that Licensee provides written notice to Licensor of any assignment prior to such assignment.

15.2. Licensor may assign or novate its rights and obligations hereunder, in part or in whole, to any entity directly or indirectly controlling, controlled by, or under common control with Licensor without Licensee's consent. Licensee agrees to execute such documents as may be necessary to effect the assignment or novation.

16. Excusable Events

Licensor shall not be liable nor in breach or default of its obligations hereunder to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, terrorism, war (declared or undeclared), epidemics, material shortages, insurrection, acts (or omissions) of Buyer or Buyer's suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance.

17. Data Privacy

Licensee and Licensor shall comply with data protection laws applicable to their respective processing of Personal Data hereunder.

If Licensor receives access to Licensee's Personal Data as used by the Software in connection with its performance of the Support Services, Licensor shall take commercially reasonable appropriate technical and organisational measures required under applicable law. With respect to such Licensee's Personal Data, the Parties agree that the Licensee is the data controller and Licensor is the data processor. Licensor will use such Licensee's Personal Data for the sole purpose of the performance of the Support Services, under the instructions of the Licensee.

18. Feedback

Licensee may voluntarily, from time to time, provide suggestions, techniques, know-how, comments, feedback or other input to Licensor with respect to the System (collectively, "Feedback"). Licensor will be free to use, disclose, reproduce, license or otherwise distribute and exploit all Feedback as it sees fit, without obligation or restriction based on intellectual property rights, confidentiality or otherwise. Licensee will not give any Feedback that is subject to license terms or restrictions that

purport to require any Software, Hardware, Documentation, service or product incorporating or derived from such Feedback, or any Licensor intellectual property, to be licensed or otherwise shared with Licensee or any third party. For the avoidance of doubt, this paragraph does not grant to Licensor any intellectual property rights in Licensee's pre-existing technology.

19. General Terms

19.1. Licensee agrees that Licensor may create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information, that is gathered periodically to facilitate the provision of software, products, support, consulting, training and other services to the Licensee, and to verify compliance with the terms of this Agreement. GE and its affiliates may use such information to provide, develop or improve their software, products or services. Any data populated in the Licensee's software database belong to Licensee.

19.2. Any dispute involving a Licensee having its pertinent place of business outside the U.S and arising out of or in connection with Support Services, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration ("LCIA") Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one (1) unless the amount in dispute exceeds the equivalent of one million U.S. dollars (\$1,000,000), in which event it shall be three (3). When three (3) arbitrators are involved, each party shall have the right to nominate an arbitrator, and the Chairman shall be appointed by the LCIA Court. None of the arbitrators may be a national or resident of the countries in which either party is organized or has its principal place of business. The seat, or legal place, of arbitration shall be London, England. The arbitration shall be conducted in the English language. In reaching their decision, the arbitrator shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found herein, shall apply the governing law as described in Section 17.3. The decision of the arbitrator shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of such decision.

19.3. Any claim, legal action or proceeding involving a Licensee having its pertinent place of business in the U.S. arising out of or in connection with Support Services, shall be brought in the U.S. District Court for the Northern District of Georgia, or in the event that court lacks jurisdiction to hear the claim, in the appropriate state courts of Cobb County, Georgia, and the parties irrevocably consent to the exclusive jurisdiction of such

courts in respect of all such claims. Each party hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its respective person and property, and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to the party or by the mailing thereof by registered or certified mail, postage prepaid to the other party at the address for the party.

19.4. The validity, performance and all matters relating to the interpretation and effect of these Terms and Conditions and Support Services shall be construed and interpreted in accordance with the laws of (i) the State of New York, U.S. if Licensee has its pertinent place of business in the U.S. or (ii) England and Wales if Licensee has its pertinent place of business outside of the U.S., excluding its rules on the conflict or choice of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

19.5. If any provision of these Terms and Conditions is found to be void or unenforceable the remainder of these Terms and Conditions shall not be affected and the parties hereby agree that they will replace any such void or unenforceable provision with a new provision that achieves substantially the same practical or economic effect and which is valid and enforceable.

19.6. No written waiver shall constitute, or be construed as, a waiver of any other obligation or condition of these Terms and Conditions.

19.7. Any additional or different terms proposed by Licensee are expressly objected to and will not be binding upon Licensor unless agreed to in writing by Licensor. Any order to perform Support Services and Licensor's performance of any Support Services shall constitute assent to these Terms and Conditions.

Licensee _____
By _____
Name: _____
Title: _____
Date: _____

Licensor: _____
By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 1 - SUPPORT CHARGES/TERM

[INSERT APPLICABLE SUPPORT CHARGES/TERM ATTACHMENT]

ATTACHMENT 2 - SUPPORTED SOFTWARE AND HARDWARE

[INSERT LIST OF SUPPORTED SOFTWARE AND HARDWARE]

ATTACHMENT 3 - GUIDE

[INSERT APPLICABLE SUPPORT GUIDE(S) or Service Description]

Appendix B: Terms and Conditions for Sale of Products and Services, Form EM 104 (Grid Solutions)

Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars (\$250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment

charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2010). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2010). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the Law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities. Notwithstanding the foregoing, Seller grants only a nonexclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) all expenses and charges incurred by Seller related to the storage shall be payable by Buyer upon submission of Seller's invoices; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or

retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.2 Section 7.1 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.3 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.4 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of

\$2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than one hundred and twenty (120) days. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancellation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the application, operation, use and disposal of the Products and Services.

12.2 Seller's obligations are conditioned upon Buyer's compliance with all U.S. and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Products other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses,

environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US \$10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 All disputes arising in connection with this Contract, including any question regarding its existence or validity, shall be resolved in accordance with this Article 16. If a dispute is not resolved by negotiations, either party may, by giving written notice, refer the dispute to a meeting of appropriate higher management, to be held within twenty (20) business days after the giving of notice. If the dispute is not resolved within thirty (30) business days after the giving of notice, or such later date as may be mutually agreed, either party may commence arbitration or court proceedings, depending upon the location of the Buyer, in accordance with the following:

(a) if the Buyer's pertinent place of business is in the U.S, legal action shall be commenced in federal court with jurisdiction applicable to, or state court located in, either Cobb County, Georgia or the location of Buyer's principal place of business; or (b) if the Buyer's pertinent place of business is outside the U.S., the dispute shall be submitted to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC"). The number of arbitrators shall be one, selected in accordance with the ICC rules, unless the amount in dispute exceeds the equivalent of U.S. \$5,000,000, in which event it shall be three. When three arbitrators are involved, each party shall appoint one arbitrator, and those two shall appoint the third within thirty (30) days, who shall be the Chairman. If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third. The seat, or legal place, of arbitration, shall be London, England. The arbitration shall be conducted in English. In reaching their decision, the arbitrators shall give full force and effect to the intent of the parties as expressed in the Contract, and if a solution is not found in the Contract, shall apply the governing law of the Contract. The decision of the arbitrator(s) shall be final and binding upon both parties, and neither party shall seek recourse to a law court or other authority to appeal for revisions of the decision.

16.3 Notwithstanding the foregoing, each party shall have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Contract, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Article 6 and/or the nuclear use restrictions set forth in Section 19.1, or to seek interim or conservatory measures. Monetary damages shall only be available in accordance with Section 16.2.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a nonexclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form ES 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of “commercial-off-the-shelf” (“COTS”) or “commercial item” as those terms are defined in Federal Acquisition Regulation (“FAR”) 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). Buyer represents and agrees that this Contract is not funded in whole or in part by American Recovery Reinvestment Act funds unless otherwise specifically stated in the Contract. The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.



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