

CURRENT, POWERED BY GE ALLIANCE AGREEMENT

THIS CURRENT, POWERED BY GE ALLIANCE AGREEMENT (this “*Agreement*”), contains the terms and conditions that govern access to and use of the Service Offerings (as defined below) and is an agreement, upon acceptance by Current, between Current, powered by GE, a business unit of General Electric Company, a New York corporation (“*GE*”), located at 745 Atlantic Ave, 8th Floor, Boston, MA 02111 and you or the entity on whose behalf you accept these terms (“*Partner*” or “*you*”). Each of GE and Partner is, individually, a “*Party*”, and are, collectively, the “*Parties*.” This Agreement takes effect upon acceptance of the Partner’s submission by GE as noted by the distribution from GE of credentials for API access to the Partner (the “Effective Date”). By selecting “Submit”, you represent to GE that (i) you are lawfully able to enter into contracts (e.g., you are not a minor) or, (ii) if you are entering into this Agreement for an entity, such as the company you work for, you represent to GE that you have legal authority to bind that entity. Please see Section 1 for definitions of certain capitalized terms used in this Agreement.

WHEREAS, Partner desires to integrate the Predix Site, for the purpose of accessing GE APIs, into Partner’s Content, pursuant to the terms of this Agreement; and

WHEREAS, Partner desires to enter into the GE Partnership Ecosystem (as defined below); and

WHEREAS, the Parties desire to jointly develop a go-to-market plan with respect to the Partner’s Content, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Definitions.**

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

(b) “**API**” means an application program interface, including any related software that is called or queried by Partner based on GE simulated data that a Partner will be granted access to via this agreement.

(c) “**Applications**” means the hosted applications providing asset performance management services, microservices or industrial Internet solutions running on the Predix platform, as further described on the Predix Site, or that utilize or otherwise interact with APIs.

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

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

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

(g) “**End-User**” means any individual or entity that directly or indirectly through another user accesses or uses the Service Offerings under Partner’s account.

(h) “**GE Confidential Information**” means all nonpublic information disclosed by GE, GE’s affiliates, business partners or GE’s or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. GE Confidential Information includes: (i) nonpublic information relating to GE’s or GE’s affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances, and other business affairs; (ii) third-party information that GE is obligated to keep confidential; and (iii) the nature, content and existence of any discussions or negotiations between Partner and GE or GE’s affiliates.

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

(j) **“Partner’s Content”** means Content Partner or any End-User (i) runs on the Service, (ii) causes to interface with the Service, (iii) provides in connection with the Service or (iv) uploads to the Service under Partner’s account or otherwise transfer, process, use or store in connection with Partner’s account.

(k) **“Partnership Ecosystem”** means the program whereby GE engages with the Partner and other partners for joint technical development, marketing and associated commercial activities.

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

(m) **“Predix Content”** means Content GE or any of its affiliates distributes or makes available (in each case, by or on behalf of itself or third parties) for download in connection with the Service or on the Predix Site to allow access to or use of the Service Offerings, including Documentation; sample code; software libraries; client-specific application program interfaces, including any related software s and data; command line tools; simulated sensor data and client-specific sensor data; and other related technology. Predix Content does not include the Service.

(n) **“Predix Platform Services”** means the hosted Predix platform for developing, running, and managing Applications, as further described on the Predix Site.

(o) **“Predix Site”** means the Predix.io Web site and any successor or related site designated by GE.

(p) **“Service”** means the Predix Platform Services and Applications made available by GE or GE’s affiliates through the APIs.

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

(r) **“Suggestions”** means all suggested improvements to the Service Offerings Partner provides to GE.

(s) **“Technical Support Policy”** means the technical support procedures and policies applicable to the Partner’s Technical Support plan, as described at <https://www.predix.io/legal/predix-technical-support-policy>.

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

2. **Service Offerings.**

(a) Generally.

(i) Partner will access and use the APIs in accordance with this Agreement. Partner will adhere to all laws, rules, and regulations applicable to Partner’s use of the Service Offerings and all terms and conditions of this Agreement, including the Service-Specific Terms, the Data Protection Plan, the Acceptable Use Policy and any other Policies.

(ii) Partner agrees to integrate the GE APIs into Partner’s Content, and to develop Partner’s Content in connection with such integration. The Parties agree to use commercially reasonable efforts to develop a go-to-market plan with respect to the Partner’s Content, as the Parties may mutually determine.

(b) Partner’s Account. Partner will provide name and email information to GE for the purpose of generating credentials to for Partner to access the APIs. Partner’s credentials can be used to access Partner’s account, including Partner’s Content, and to make changes to Partner’s account. Partner is responsible for all activities that occur under Partner’s account, regardless of whether the activities are undertaken by Partner, Partner’s employees or a third party (including Partner’s contractors or agents) and, except to the extent caused by GE’s breach of this

Agreement, GE and its affiliates are not responsible for unauthorized access to Partner's account. Partner will contact GE immediately if Partner believes, or has reason to believe, an unauthorized person may be using Partner's account or if Partner's account information is lost or stolen.

(c) Trial Services. From time to time, GE may offer Partner access to certain Service Offerings that GE designates as "beta," "evaluation," or "trial" on the Predix Site ("Trial Services"). Trial Services are provided to Partner free of charge, except as otherwise specified by GE. GE may limit, suspend or terminate Partner's access to any portion of the Trial Services for any reason, in GE's sole discretion, including, for example, the expiration of the Trial Services period, to enforce Trial Services usage limitations or to protect GE's services or systems. Any product or service designated "beta" is subject to change without notice and may differ substantially upon commercial release.

(d) Technical Support Policy. GE will use commercially reasonable efforts to provide Partner with technical support for the APIs.

(e) GE's Performance. GE may appoint subcontractors, agents, affiliates or partners to host, perform, modify, improve, enhance or otherwise provide the Service Offerings or any components or portions thereof and to fulfill GE's obligations and exercise GE's rights under this Agreement.

3. **Changes.**

(a) APIs. GE may change, discontinue or otherwise modify any APIs utilized for the Service from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued or otherwise modified for twelve (12) months after the change, discontinuation or modification (except if supporting such version could pose a security or intellectual property issue, is economically or technically burdensome or is rendered impossible or impractical by law or requests of governmental entities). GE may amend the Predix Site from time to time to modify, add or remove Service-Specific Terms that apply to one or more of the Service Offerings.

(b) Technical Support Policy. GE may change, discontinue or add to the Technical Support Policy or Technical Support plans from time to time upon notice to Partner.

(c) Material Change. If a change made by GE pursuant to Sections 2(a) or 2(b) has a materially adverse effect on Partner's use of the Service Offerings, Partner may notify GE in writing, and GE may propose resolutions or work-arounds. The Parties will cooperate in good faith regarding such resolutions or work-arounds.

4. **Security and Data Privacy.**

(a) Without limiting Section 11 or Partner's obligations under Section 5(b), GE will use commercially reasonable efforts to implement appropriate measures, in accordance with the Data Protection Plan, designed to help Partner secure Partner's Content against accidental or unlawful loss, access or disclosure. Partner confirms that Partner understands and will comply with all of Partner's responsibilities and obligations under the Data Protection Plan and this Agreement. Partner consents to GE's collection, use, and disclosure of information associated with the Service Offerings as described in the Data Protection Plan, and in particular to the processing of Partner's Content in, and the transfer of Partner's Content into, any country in which GE or its affiliates or subcontractors maintain facilities (including the United States).

5. **Partner's Responsibilities.**

(a) Partner's Content. Partner is solely responsible for the development, content, operation, maintenance, and use of Partner's Content. Partner is solely responsible for securing all necessary rights and permissions to use Partner's Content with the Service Offerings. Without limiting the generality of the foregoing, Partner is solely responsible for: (i) the technical operation of Partner's Content, including ensuring that calls Partner makes to any service are compatible with then-current APIs for that service; (ii) compliance of Partner's Content with the Acceptable Use Policy, the Data Protection Plan, any other applicable Policies, and all applicable laws, rules, regulations, ordinances and government orders; (iii) any claims relating to Partner's Content; (iv) the operation, control, and maintenance of Partner's equipment and assets and ensuring that Partner's equipment and assets meet the current technical requirements for the Service Offerings; (v) the accuracy, completeness, and timeliness of Partner's

Content; and (vi) proper handling and processing of notices sent to Partner (or any of Partner's affiliates) by any person claiming that Partner's Content violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act.

(b) Other Security and Backup. Partner is responsible for properly configuring and using the Service Offerings and taking Partner's own steps to maintain appropriate security, protection, and backup of Partner's Content, which may include routine archiving of Partner's Content and the use of encryption technology to protect Partner's Content from unauthorized access. Partner's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE are for Partner's internal use only and Partner may not sell, transfer or sublicense them to any other entity or person, except that Partner may disclose Partner's credentials to Partner's agents and subcontractors performing work on Partner's behalf. Partner is responsible for any use of Partner's credentials and for notifying GE in writing immediately of any breach of security related to Partner's credentials.

6. **Temporary Suspension.**

(a) Generally. GE may suspend Partner's right to access or use any portion or all of the Service Offerings immediately upon notice to Partner if GE determines that: (i) Partner's use of or registration for the Service Offerings (A) poses a security risk to the Service Offerings or any third party, (B) may adversely impact the Service Offerings or the systems or Content of any other customer, (C) may subject GE, GE's affiliates or any third party to liability or (D) may be fraudulent or prohibited by law; (ii) Partner has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Partner's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (iii) GE's provision of a Service Offering is rendered impossible or impractical as a result of any requirement of any law or judicial order.

(b) Effect of Suspension. If GE suspends Partner's right to access or use any portion or all of the Service Offerings: (i) GE may suspend or cancel any processing of Partner's Content; and (ii) Partner may retrieve Partner's Content from the Service Offerings during any suspension. GE's right to suspend Partner's or any End-User's right to access or use the Service Offerings is in addition to GE's right to terminate this Agreement pursuant to Section 8(b).

7. **Term; Termination.**

(a) Term. The term of this Agreement will commence upon sending of GE API access credentials to the Partner, and will remain in effect until terminated by Partner or GE in accordance with Section 8(b).

(b) Termination.

(i) *Termination without Cause.* Partner may terminate this agreement for any reason by providing GE five (5) days' advance written notice. GE may terminate this Agreement for any reason by providing Partner sixty (60) days' advance notice.

(ii) *Termination for Cause.* Either Party may terminate this Agreement for cause upon thirty (30) days' notice to the other Party if there is any material breach of this Agreement by the other party, unless the defaulting Party has cured such breach within such thirty (30)-day notice period.

(c) Effect of Termination. Upon any termination of this Agreement: (i) all Partner's rights under this Agreement immediately terminate; (ii) GE may terminate Partner's access to, and processing of Partner's Content by, the Service Offerings on or after the date of termination; (iii) Partner will immediately return or, if instructed by GE, destroy all Predix Content in Partner's possession; and (iv) terms that are, by their terms, to survive such termination, will survive such termination in accordance with their respective terms.

(d) Post-Termination Assistance. GE makes no offering of post termination assistance.

8. **Proprietary Rights.**

(a) Partner's Content. As between Partner and GE, Partner owns all right, title, and interest in and to Partner's Content. Partner consents to GE's use of Partner's Content to provide the Service Offerings to Partner and

any End-Users. GE may disclose Partner's Content to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

(b) Service Data. Partner agrees that GE and its affiliates may use information derived from or generated by the Service Offerings to provide, maintain, protect, and improve the Service Offerings and to develop new products and services as part of the Service Offering, to the extent permitted by applicable law.

(c) Adequate Rights. Partner represents and warrants to GE that: (i) Partner or Partner's licensors own all right, title, and interest in and to Partner's Content; (ii) Partner has all rights in Partner's Content necessary to grant the rights contemplated by this Agreement; and (iii) none of Partner's Content or any End-User's use of Partner's Content will violate the Acceptable Use Policy.

(d) Service Offerings. As between Partner and GE, GE or its affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. GE will grant Partner access to the Service Offerings for which Partner has a current subscription and authorizes Partner to: (i) access and Use the Service Offerings solely in accordance with this Agreement; and (ii) copy and Use the Predix Content solely in connection with Partner's permitted use of the Service. As used in the preceding sentence, "Use" means Partner's internal use and use by Partner's End-Users to exchange data with Partner in connection with Partner's business, provided, that Use expressly excludes any selling, renting or leasing the Service Offerings or otherwise making the Service Offerings available as a time-share or commercial product or service. Except as provided in this Section 9(d), Partner obtains no rights under this Agreement from GE or GE's licensors to the Service Offerings, including any related intellectual property rights. Some Predix Content may be provided to Partner under a separate license, including an Open Source Software license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to that Predix Content. Partner's use of Third Party Content may be subject to third party agreements accepted by Partner.

(e) Use Restrictions. Partner may not use the Predix Content, Predix Site, or Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Partner may not (i) modify, alter, tamper with, repair or otherwise create derivative works of any software included in the Predix Content, Predix Site, or Service Offerings (except to the extent software included in the Service Offerings is provided to Partner under a separate license that expressly permits the creation of derivative works), (ii) reverse engineer, disassemble or decompile the Predix Content, Predix Site, or Service Offerings or apply any other process or procedure to derive the source code of any software included in the Predix Content, Predix Site, or Service Offerings, (iii) access or use the Predix Content, Predix Site, or Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas or (iv) sell, rent or lease the Predix Content, Predix Site, or Service Offerings or make the Predix Content, Predix Site, or Service Offerings available as a commercial product or service. All rights granted to Partner in this Agreement are conditioned on Partner's continued compliance this Agreement, and will immediately and automatically terminate if Partner does not comply with any provision of this Agreement.

(f) Suggestions. If Partner provides any Suggestion to GE or GE's affiliates, GE owns all right, title, and interest in and to the Suggestions, even if Partner has designated the Suggestions as confidential. GE and its affiliates will be entitled to use the Suggestions without restriction or compensation to Partner.

9. **DISCLAIMERS.**

(a) THE SERVICE OFFERINGS ARE PROVIDED "AS IS," AND NEITHER GE NOR ITS AFFILIATES, SUPPLIERS OR LICENSORS MAKE ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS TO PARTNER OR ANY OTHER PARTY WITH RESPECT TO THE SERVICE OFFERINGS, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GE MAKES NO REPRESENTATION OR WARRANTY THAT (I) THE SERVICE OFFERINGS WILL BE FREE FROM ERROR OR INTERRUPTION CAUSED BY CYBER-ATTACKS, OR THAT GE WILL BE ABLE TO DETECT OR BLOCK ALL CYBER-ATTACKS, MALICIOUS OR OTHERWISE, FROM INTERFERING WITH PARTNER'S USE OF THE SERVICE OFFERINGS, (II) THE SERVICE OFFERINGS WILL SATISFY PARTNER'S REQUIREMENTS OR (III) THE SERVICE OFFERINGS WILL BE UNINTERRUPTED OR OPERATE ERROR-FREE OR BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION. ANY IMPLIED WARRANTY OR

CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR SYSTEM INTEGRATION IS EXPRESSLY EXCLUDED AND DISCLAIMED.

10. LIMITATION OF LIABILITY.

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

11. Modifications.

(a) GE may modify this Agreement (including any Policies) by notifying Partner in accordance with Section 14(g). The modified terms will become effective if GE notifies Partner by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, Partner agrees to be bound by the modified terms. Partner is responsible for checking regularly for any such modifications.

12. Miscellaneous.

(a) Confidentiality and Publicity. Partner may use GE Confidential Information only in connection with Partner's use of the Service Offerings as permitted under this Agreement. Partner will not disclose GE Confidential Information during the Term or at any time during the five (5)-year period following the end of the Term. Partner will use best efforts to avoid disclosure, dissemination or unauthorized use of GE Confidential Information, including, at a minimum, those measures Partner takes to protect Partner's own confidential information of a similar nature. Partner will not issue any press release or make any other public communication with respect to this Agreement or Partner's use of the Service Offerings. Partner will not misrepresent or embellish the relationship between GE and Partner (including by expressing or implying that GE supports, sponsors, endorses or contributes to Partner or Partner's business endeavors), or express or imply any relationship or affiliation between GE and Partner or any other person or entity except as expressly permitted by this Agreement.

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

(c) Independent Contractors; Non-Exclusive Rights. GE and Partner are independent contractors, and neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Nothing herein shall be deemed to establish a partnership, joint venture, or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Parties reserve the right (i) to develop or have developed for it products, services, concepts, systems or techniques that are similar to or compete with the products, services, concepts, systems or techniques developed or contemplated by the other Party and (ii) to assist third party developers or systems integrators who may offer products or services which compete with the other Party's products or services.

(d) No Third-Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party.

(e) U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If Partner is using the Service Offerings on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or

are inconsistent in any respect with federal law, Partner will immediately discontinue Partner's use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

(f) Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Partner is solely responsible for compliance related to the manner in which Partner chooses to use the Service Offerings, including Partner's transfer and processing of Partner's Content, the provision of Partner's Content to End-Users, and the region in which any of the foregoing occur.

(g) Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") will be in writing, in English and addressed to the Parties as set forth below.

(i) To Partner. All Notices to a Partner will be delivered via the email address associated with the Partner account. All Notices will be effective when GE sends the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with the Partner account when GE sends the email, whether or not you actually receive the email.

(ii) To GE. All Notices to GE will be delivered via (x) email to <http://www.currentbyge.com/contact/> or (y) personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage prepaid) to Current, powered by GE, 745 Atlantic Ave. Boston, MA 02111 Attention: General Counsel. Except as otherwise provided in this Agreement, a Notice to GE is effective only (i) upon receipt of the receiving Party (for email, receipt shall constitute one business day after sent so long as no notice of failure to deliver is received, and (ii) if you have complied with the requirements of this Section 14(g)

(h) Assignment. Partner will not assign this Agreement, or delegate or sublicense any of Partner's rights under this Agreement, without GE's prior written consent. However, Partner may assign this Agreement or any of its rights hereunder, in whole or in part, without the other Party's consent: (a) to any existing Affiliate; or (b) with at least thirty (30) days' prior written notice to the other Party, to another Affiliate or to an acquirer or successor-in-interest to such Party or to a surviving entity in the case of a merger, acquisition, divestiture, consolidation or corporate reorganization (whether or not such Party is the surviving entity). Any assignment or transfer in violation of this Section 14(h) will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective successors and assigns. The term "*Affiliate*" as used in this Section 14(h) means an entity owned by, controlling, controlled by, or under common control with, directly or indirectly, a Party. For this purpose, one entity "*controls*" another entity if it has the power to direct the management and policies of the other entity (for example, through the ownership of voting securities or other equity interest, representation on its board of directors or other governing body, or by contract).

(i) No Waivers. The failure by GE to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit GE's right to enforce such provision at a later time. All waivers by GE must be in writing to be effective.

(j) Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of this Agreement will remain in full force and effect.

(k) Governing Law; Venue. This Agreement, the subject matter of this Agreement and all related matters and legal relationships will be governed by, and construed in accordance with, the laws of the State of New York, excluding the United Nations Convention On Contracts For The International Sale Of Goods and any rules of private international law or the conflict of laws that would lead to the application of any other laws. The Parties hereby submit to the exclusive venue and jurisdiction in the state and federal courts having jurisdiction over New York City, New York. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

(l) Modifications to Agreement. GE may modify this Agreement at any time by notifying you in accordance with Section 14(g). The modified terms will become effective upon GE notifying you by email, as stated in the email message. By continuing to use the Service Offerings after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the email account provided to GE regularly for modifications to this Agreement. GE last modified this Agreement on the date listed at the end of this Agreement.

(m) Entire Agreement. This Agreement (including the Policies applicable hereto) constitutes the entire agreement between Partner and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements or communications between Partner and GE, whether written or oral, regarding the subject matter of this Agreement. Notwithstanding any other agreement between Partner and GE, the security and data privacy provisions in this Agreement (and the Data Protection Plan referenced herein) contain GE's and GE's affiliates' entire obligation regarding the security, privacy and confidentiality of Partner's Content. GE will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by Partner in any order, purchase order, receipt, acceptance, confirmation, correspondence or other document. If the terms of this Agreement are inconsistent with the terms contained in any Policy, the terms contained in this Agreement will control. Partner may request a copy of this Agreement after Partner submits and GE's accepts the Agreement.

Revision Date 11/4/16