



General Terms and Conditions for BHGE Vigilant™ SaaS Services Agreement

NOTICE: Any order for BHGE Vigilant™ SaaS Services and/or related Services is subject to and shall constitute acceptance of these Terms and Conditions. Any additional or different terms presented by Customer are expressly objected to and shall not be binding upon BHGE unless expressly accepted in writing by BHGE's authorized representative.

1. DEFINITIONS. Capitalized terms not otherwise defined herein shall have the meanings set forth below.

1.1 **"Acceptable Use Policy"** means the document currently available at <https://www.predix.io/legal/acceptable-use-policy>, as modified by BHGE and/or its Affiliates from time to time upon notice to Customer, the terms of which are hereby incorporated by reference and made a part of this Agreement.

1.2 **"Activation Schedule"** means a document that describes the subscription term, license scope or usage limitations, additional product-specific terms and conditions, and fees relating to the Product Services.

1.3 **"Affiliates"** with respect to a Party means an entity that controls, is controlled by or is under common control with that Party, where control means ownership, directly or indirectly, of 50% or more of the voting shares of the subject entity or the right to appoint a majority of the board of directors of the subject entity; provided, however, that an Affiliate shall not include (a) a controlling entity that is a sovereign state or a political subdivision or governmental authority of a sovereign state (a **"Sovereign Entity"**), or (b) any entity that would be an Affiliate only due to being under common control by a Sovereign Entity.

1.4 **"Agreement"** means the Purchase Order, together with these Terms and Conditions, any other documents incorporated by reference, and any other mutually agreed written scope of work for the Services.

1.5 **"Ancillary Services"** means services ancillary to the Product Services that BHGE offers, or may offer, as described in Section 3.1.

1.6 **"BHGE"** means the named Baker Hughes, a GE company, entity entering into the Purchase Order, and its successors and permitted assigns.

1.7 **"BHGE IP Rights"** means any patent rights (including patent applications and disclosures), copyrights, trade secrets, know-how, BHGE Marks and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, embodied in, practiced by or otherwise related to the Services, BHGE Technology or Work Product.

1.8 **"BHGE Marks"** means BHGE's and its Affiliates' trade names, trademarks, service marks, logos and other designations of source.

1.9 **"BHGE Technology"** means: (a) all hardware, software, services, information, technology, Documentation and materials used to provide the Services under this Agreement, a Purchase Order or a Statement of Work; (b) all software, technology or other works developed or created for Customer with respect to its use of the Services; and (c) any and all modifications, improvements, enhancements to or derivative works of any of the foregoing.

1.10 **"Confidential Information"** of a Disclosing Party means all of the Disclosing Party's information and documentation disclosed to or accessed by the Receiving Party in connection with this Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "confidential" or with a similar designation or which can reasonably be considered confidential business and

trade secret information under applicable law, including any information developed by reference to or use of the other Party's Confidential Information. BHGE's Confidential Information includes the BHGE Technology, the BHGE IP Rights, the Services, and the terms of this Agreement, including pricing. Customer's Confidential Information includes Customer Data. "Confidential Information" does not include information that: (a) is independently developed by the Receiving Party, as demonstrated by the recipient's written records, without violating the Disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (d) is already known by the Receiving Party at the time of disclosure, as demonstrated by the Receiving Party's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Agreement; or (e) is rightfully received by the Receiving Party free of any obligation of confidentiality.

1.11 **"Customer"** means the entity purchasing Product Services and/or other Services from BHGE, and its successors and permitted assigns.

1.12 **"Customer Data"** means all data submitted, stored or transmitted by Customer while using the Product Services and Third-Party Products and Services.

1.13 **"Data Protection Plan"** means BHGE's standard security policies applicable to the Product Services designed to secure Customer Data against accidental or unlawful loss, access, or disclosure, currently available at <https://www.predix.io/legal/data-protection>, as modified by BHGE and/or its Affiliates from time to time upon notice to Customer, the terms of which are hereby incorporated by reference and made a part of this Agreement.

1.14 **"Disclosing Party"** means a Party disclosing Confidential Information pursuant to the terms of this Agreement.

1.15 **"Documentation"** means all product manuals, technical specifications, and user instructions regarding the capabilities, operation and use of the Product Services, whether in printed, online or electronic form (excluding training materials), as may be published or updated by BHGE from time to time.

1.16 **"Feedback"** means any feedback or suggested improvements to the Services, which may voluntarily be provided, from time to time, by Customer to BHGE.

1.17 **"Party"** means either or both of BHGE and/or Customer as the context so requires.

1.18 **"Privacy Policy"** means BHGE's privacy policy currently available at <http://www.ge.com/privacy>, as modified by BHGE and/or its Affiliates from time to time upon notice to Customer, the terms of which are hereby incorporated by reference and made a part of this Agreement.

1.19 **"Product Services"** means the provision of those components of BHGE's proprietary Vigilant™ product, version 1.0 subscribed to by Customer (as specified in the applicable Purchase Order) as hosted by BHGE and provided as a service to Customer in accordance with this Agreement.

1.20 **"Purchase Order"** means a written agreement for the purchase and provision of Services, which may include an Activation Schedule, specifying among other things the number, type and subscription term of the Product Services subscriptions ordered and the applicable fees, that includes a reference to and incorporates these Terms and Conditions and either (a) is signed by both Parties, or (b) is otherwise submitted by Customer, or by Hi Fi, and expressly accepted by BHGE.

1.21 **"Receiving Party"** means a Party receiving Confidential Information pursuant to the terms of this Agreement.

1.22 **"Services"** means, collectively, the Product Services, the Ancillary Services and the Support Services provided by BHGE in accordance with this Agreement.

1.23 **“Support Services”** means the maintenance and support services associated with the Product Services, as described in the Vigilant™ support materials located at (the **“Support Description”**), as may be updated from time to time by BHGE upon notice to Customer.

1.24 **“Third-Party Products and Services”** means products and/or services offered by third-party providers directly to Customer under a separate agreement, some of which may be listed on pages within BHGE’s website, related to the Product Services. Third-Party Products and Services may include implementation, customization and other products and/or services related to Customer’s use of the Product Services and applications that work in conjunction with or extend the Product Services.

1.25 **“Users”** means Customer’s employees, contractors, consultants or agents who are authorized to access and use the Product Services on Customer’s behalf, have received adequate training regarding use of the Product Services and have been supplied a user identification and password by Customer in accordance with this Agreement.

1.26 **“Work Product”** means the materials, including documentation and customized software, created by BHGE under a Statement of Work (as defined in Section 3.1 below).

2. **PRODUCT SERVICES.**

2.1 BHGE Obligations. BHGE will use commercially reasonable efforts to: (i) make the Product Services available for remote access by Customer, consistent with the terms of this Agreement and the applicable Purchase Order, for the term of Customer’s paid subscription; and (ii) provide Support Services to Users in accordance with this Agreement and the applicable Purchase Order. While the Product Services are intended to be available on a twenty-four (24) hours per day, seven (7) days-per-week basis, Customer acknowledges and understands that periodically the Product Services may become inaccessible or inoperable due to equipment malfunctions; periodic maintenance, repairs, or updates; interruption or failure of networks; hostile network attacks; network congestion; or for reasons beyond BHGE’s control. Customer acknowledges that BHGE assumes no liability for Internet access and stability. Furthermore, BHGE will not be responsible or liable for any failure or delay caused, in whole or in part, by deficiencies in the performance, adequacy, accuracy, concurrency or other matters related to Customer’s systems or data.

2.2 Customer Obligations.

(a) General. Customer agrees to use the Product Services solely in accordance with this Agreement, the Documentation and the applicable Purchase Order.

(b) Customer Data, Software and Equipment. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, Customer software and Customer equipment. Customer is responsible for securing all necessary rights and permissions to provide Customer Data to BHGE and to use Customer Data, Customer software and Customer equipment with the Product Services. For example, Customer is solely responsible for: (i) the technical operation of Customer Data, Customer software and Customer equipment, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the Product Services; (ii) compliance of Customer Data, Customer software and Customer equipment with the Acceptable Use Policy, Data Protection Plan, and Documentation; (iii) compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the Product Services; (iv) any third-party claims relating to the legal status of Customer Data, Customer software and Customer equipment; (v) the operation, control, conditions, use, and maintenance of Customer software and equipment and ensuring that Customer’s computer systems, software and equipment meet the current technical requirements for the Product Services; (vi) the accuracy, completeness, and timeliness of Customer Data; and (vii) proper handling and processing of notices sent to Customer (or any of Customer’s Affiliates) by any person claiming that Customer Data, Customer software or Customer equipment violates such person’s rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

(c) Customer Security. Customer is responsible for properly configuring and using the Product Services and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Data, which may include routine archiving of Customer Data and the use of encryption technology to protect Customer Data and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by BHGE or selected by Customer for accessing the Product Services are for Customer's internal use only and Customer may not share or disclose them to any other entity or person, except that Customer may disclose Customer's credentials to a User. Customer is responsible for any use of Customer's credentials and for notifying BHGE immediately of any breach of security related to Customer's credentials. Customer is responsible for complying with the Data Protection Plan and all other security requirements published by BHGE or communicated to Customer for securing Customer Data in connection with using the Product Services. Customer is deemed to have taken any action that Customer permits, assists, or facilitates any User or other person or entity to take related to this Agreement, Customer Data, or the Product Services. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the Product Services or its related systems or networks; interfere with or disrupt the integrity or performance of the Product Services or the data contained therein; or send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Customer becomes aware of any violation of the foregoing by a User, Customer shall immediately terminate such User's access to Customer's account and notify BHGE.

(d) Connectivity. Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the Product Services (including all ISP charges). BHGE does not and cannot control the flow of data to or from the Product Services infrastructure and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof).

2.3 Restrictions on Use. Customer's Purchase Order may specify usage or deployment limitations relating to the Product Services. BHGE may enforce such usage limitations by technical or resource restrictions, or BHGE may permit excess usage and invoice Customer for such use at BHGE's standard rates. Customer agrees to pay for such additional invoices in accordance with the payment terms of this Agreement. If a usage limitation designated in an Purchase Order is based on limitations or entitlements not monitored by BHGE, then Customer agrees to limit its usage only to the designated scope and promptly notify BHGE if such limitations are exceeded. Customer will use the Product Services and Work Product solely for its business purposes as permitted by this Agreement and will not (and will not authorize or assist others to do any of the following): (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the Product Services or Work Product, make the Product Services or Work Product available to, or use the Product Services or Work Product for the benefit of any third party, in whole or in part; (ii) remove, alter or obscure any proprietary notices that accompany the Product Services or Work Product; (iii) disassemble, reverse engineer, decompile, or otherwise attempt to learn any source code or underlying functionality of the Product Services or Work Product; (iv) reproduce, modify, publish, copy, disclose, or create derivative works based on the Product Services, Ancillary Services, BHGE Technology, or Work Product; (v) combine any portion of the Product Services, Ancillary Services, BHGE Technology, or Work Product with any other third-party software; (vi) create Internet links to or from the Product Services or Work Product, or "frame" or "mirror" any content forming part of the Product Services or Work Product; or (vii) provide, maintain access to, or use the Product Services or Work Product in any manner inconsistent with this Agreement, including accessing or using the Product Services or Work Product in a way intended to avoid incurring fees or to exceed usage limits or quotas.

2.4 Changes. BHGE may change, discontinue, or deprecate any of the Product Services (including individual services or the Product Services as a whole), change or remove features or functionality of the Product Services, or revise the applicable Documentation. Without limiting the generality of the foregoing, BHGE may change, terminate, or discontinue all or a portion of a Product Service if required by changes in BHGE's relationship with a third-party provider or licensor; if required to comply with law or requests of government entities; if providing the Product Services could create a substantial economic or technical burden or material legal or

security risk; or if BHGE determines that use of the Product Services by Customer or the provision of the Product Services to Customer is prohibited or impractical due to a legal or regulatory reason. BHGE may change, discontinue, or add to the Support Services for the Product Services from time to time by posting a notice to the Web site where such Support Services are described or as otherwise provided for under Section 11.15. If such modifications materially and adversely affect the functionality of the Product Services, Customer's sole remedy is to terminate its subscription for the Product Services pursuant to Section 9.3(a).

2.5 APIs. BHGE may change, discontinue, or deprecate any application program interface ("**API**") provided by BHGE or utilized for the Product Services from time to time but shall use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for twelve (12) months after the change, discontinuation, or deprecation (except if supporting the previous version would pose a security issue or is rendered impossible or impractical as a result of a legal or technological requirement).

2.6 Third-Party Products and Services. BHGE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to any Third-Party Products and Services, whether or not such products or services are designated by BHGE as "certified," "validated" or otherwise. Any purchase, license, exchange of data or other interaction between Customer and any Third-Party Products and Services is solely between Customer and the providers of such Third-Party Products and Services.

2.7 Restriction of Access to Protect Product Services. BHGE may limit or otherwise restrict the ability of third-party devices, including gateways, that have not been provided, approved, or certified by BHGE from accessing or connecting to the Product Services, if in BHGE's opinion, such access or connection could pose a security risk or create a security vulnerability to the Product Services infrastructure or to other customers.

2.8 Security and Data Privacy. If BHGE receives access to Customer Data in connection with its performance of the Services, BHGE shall use commercially reasonable efforts to implement appropriate measures in accordance with the Data Protection Plan. BHGE shall not be liable for any claims associated with security breaches that may impact such Customer Data, including, but not limited to, costs associated with forensic audits or fraud monitoring. With respect to Customer Data, BHGE shall act as the data processor of Customer Data in accordance with Customer's instructions as contemplated by this Agreement. If Customer Data includes any data subject to specific legal or regulatory requirements (including sensitive personal information, export-controlled data, or sensitive government data), BHGE shall not have any responsibility to discover or determine the appropriate classification of Customer Data or to comply with such requirements, except to the extent that the applicable Documentation specifies that the Product Services meet a particular standard. Customer consents to BHGE's collection, use, and disclosure of information associated with the Product Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Customer Data in, and the transfer of Customer Data into, any country in which BHGE or its Affiliates or subcontractors maintain facilities (including the United States). BHGE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with BHGE's Privacy Policy. Customer consents to the disclosure of Customer Data to BHGE's subcontractors and Affiliates who agree to maintain and use Customer Data in accordance with this Agreement. Customer shall comply with all applicable laws in providing BHGE access to Customer Data and shall comply with all of its responsibilities and obligations under the Data Protection Plan and this Agreement.

3. ANCILLARY SERVICES.

3.1 Statements of Work. BHGE may provide Ancillary Services under the terms and conditions hereof, as specified in one or more mutually agreed statement(s) of work that BHGE and Customer may enter into from time to time (each, a "**Statement of Work**").

3.2 Modifications and New Services. If Customer wishes to change the Ancillary Services covered by a Statement of Work or wishes to obtain additional services not listed in a Statement of Work ("**Additional Services**"), Customer will notify BHGE and BHGE may perform the Additional Services at its discretion; provided, however, that BHGE's performance of any Additional Services will be subject

to the Parties mutually agreeing upon the scope of the Additional Services, pricing and related terms in writing as set forth in a Statement of Work prior to BHGE commencing the execution of such Additional Services.

3.3 Fees and Expenses. In addition to the fees stated in the Statement of Work, Customer shall reimburse BHGE for all reasonable and customary travel, lodging, and other related (“T&L”) expenses incurred by BHGE or its personnel in connection with the performance of Ancillary Services in accordance with the terms set forth in the applicable Statement of Work. Unless otherwise agreed in writing by BHGE, all T&L expenses, including flights, hotel accommodation, meals and ground transportation (including rental cars) shall be subject to BHGE’s T&L policy and booked through BHGE’s travel agency.

3.4 Performance Timelines. Customer acknowledges and agrees that the timely performance by BHGE of the Ancillary Services is dependent upon Customer performing its obligations under this Agreement, any Statement of Work and in any applicable Purchase Order, and that any delay or failure to perform by Customer will extend the time for BHGE to perform at least on a day-for-day basis.

4. INTELLECTUAL PROPERTY.

4.1 BHGE Property. Customer acknowledges that the Services and BHGE Technology are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between Customer and BHGE, BHGE (or its Affiliates and licensors) exclusively owns all rights, title and interests in and to the Services, Work Product (including any revisions, modifications, improvements and enhancements thereto), BHGE Marks, BHGE Technology, and any other software, specifications, documentation, ideas, know-how, techniques, processes, inventions or other intellectual property that BHGE, its Affiliates or its subcontractors may create, develop, conceive, reduce to practice, or deliver under this Agreement, all rights of BHGE, its Affiliates’ or BHGE’s suppliers in the underlying code, tools or other materials used to provide any of the foregoing, and all BHGE IP Rights pertaining to any of the foregoing. This Agreement is not a sale and does not transfer to Customer any title or ownership in and to any of the foregoing. Customer hereby assigns and will assign, and will cause each of its Users to assign, to BHGE any and all rights it may have in or to the foregoing conceived, created, developed or reduced to practice by or on behalf of Customer or any of its Users, whether independently or jointly with any other party, in connection with this Agreement, regardless of rights of inventorship or authorship. Other than as expressly set forth in this Agreement, no license or other rights in or to the Services, Work Product, BHGE Technology or BHGE IP Rights are granted to Customer, and all such licenses and rights are hereby expressly reserved.

4.2 License Grant. Subject to the terms and conditions of this Agreement and any related Purchase Order or Statement of Work, including receipt by BHGE of full payment for all applicable charges when due, BHGE grants Customer a limited, worldwide, personal, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable right, during the applicable paid subscription term as set forth in the applicable Purchase Order (unless otherwise terminated earlier pursuant to this Agreement), for Customer and its Users to (a) access and use the Product Services, and (b) access and use the Work Product solely in the form provided by BHGE and solely in connection with Customer’s permitted use of the Product Services, in each case, solely in accordance with the terms of this Agreement.

4.3 Customer Property; Data Rights. As between BHGE and Customer, Customer owns all right, title and interest in and to any trademarks, trade names, service marks, or logos of Customer. Customer hereby grants BHGE and its Affiliates a non-exclusive, sublicensable, worldwide, royalty-free right and license to access and use Customer’s User accounts and Customer Data in connection with performing the Product Services, the Ancillary Services and related services.

4.4 Service Data. Notwithstanding the foregoing or anything to the contrary herein, Customer agrees that BHGE and its Affiliates may use information derived from Customer Data, Customer software or Customer equipment, or generated by the Services, to maintain, protect, create, develop and improve the Services and other software, products and services of BHGE and its Affiliates, to the extent permitted by applicable law, and Customer hereby expressly consents to such use.

4.5 Feedback. If Customer provides BHGE or its Affiliates any Feedback, then Customer consents to BHGE’s and its Affiliates’ use and implementation of such Feedback, without compensation to Customer, and as between the Parties, BHGE shall solely own products

and services developed by or for BHGE from such Feedback. Customer will not give any Feedback that is subject to license terms or restrictions that purport to require any BHGE Technology, service, product or documentation incorporating or derived from such Feedback, or any BHGE intellectual property, to be licensed or otherwise shared with Customer or any third party. For the avoidance of doubt, this paragraph does not grant to BHGE any intellectual property rights in Customer's preexisting technology.

5. CONFIDENTIAL INFORMATION.

5.1 Non-Disclosure and Non-Use. A Receiving Party shall not directly or indirectly, at any time, without the prior written consent of the Disclosing Party, use or disclose the Confidential Information or any part thereof for any use other than necessary for the performance of the Receiving Party's obligations under this Agreement or as otherwise expressly permitted by this Agreement. The Receiving Party shall use reasonable efforts, but not less than those efforts it uses to protect its own information of a similar nature, to avoid disclosure, dissemination, or unauthorized use of the Confidential Information of the Disclosing Party.

5.2 Compelled Disclosure. If Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify Disclosing Party, to the extent permitted by law, to permit Disclosing Party to seek a protective order or take other appropriate action, and will assist in such activities. Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and Receiving Party will use commercially reasonable efforts to obtain confidential treatment therefor.

5.3 Ownership of Information. Receiving Party acknowledges that the Confidential Information is the exclusive property of and belongs solely to the Disclosing Party and will not claim otherwise for any purpose.

5.4 Injunctive Relief. In addition to any other rights and remedies under this Agreement or at law, Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to Disclosing Party under this Agreement are of a unique character and agrees that any breach of such obligations may result in irreparable and continuing damage to Disclosing Party for which there may be no adequate remedy in damages and accordingly Disclosing Party will be authorized and entitled to seek injunctive or other equitable relief, without the necessity of posting a bond or other security, even if otherwise normally required.

6. WARRANTIES AND DISCLAIMERS.

6.1 Product Services Warranty. For the term of Customer's paid subscription to the Product Services (provided that Customer has paid all applicable fees due to BHGE hereunder), BHGE warrants that such Product Services will materially comply with the then-current Documentation provided for the Product Services. Customer acknowledges that BHGE may deliver continuous updates, changes, corrections, and improvements to the Product Services and the Documentation. BHGE may notify Customer of such changes by publishing updates or changes to BHGE's Web site for the Product Services or by means of written notice to Customer. Customer's sole remedy, and BHGE's sole obligation and liability, for any failure of the Product Services to conform to this warranty is for BHGE, at its option and sole discretion, to: (a) provide a correction or work-around or provide an issue resolution, or (b) permit Customer to terminate its subscription to the affected Product Services and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription, less forty percent (40%) of Customer's annual subscription amount to compensate BHGE for deactivation of Product Services associated with Customer's account.

6.2 Ancillary Services Warranty. BHGE warrants that the Ancillary Services performed by BHGE will materially conform to specifications agreed to by the Parties in the Statement of Work and be performed in a manner consistent with the industry standards specified in the applicable Purchase Order or Statement of Work. If Customer notifies BHGE in writing of any material breach of this warranty within 90 days after completion of the defective Ancillary Services (which such notice shall describe the defect in reasonable detail), BHGE shall at BHGE's option (a) re-perform the defective portion of the Ancillary Services, or (b) if re-performance is not practicable, furnish without charge additional Ancillary Services in an amount essentially equal to those which, in BHGE's sole judgment, would have been required for re-performance. Any such Services for which Customer does not notify BHGE of a defect in accordance with the foregoing will be deemed accepted at the conclusion of such 90-day period. The Parties agree that the remedy set forth in this paragraph

shall be BHGE's sole obligation and liability, and Customer's sole remedy, for warranty claims arising from or in connection with Ancillary Services.

6.3 General Conditions of Warranty. The warranties and remedies set forth herein are conditioned upon: proper use and maintenance of the Product Services in accordance with the applicable Documentation; conformance with any applicable recommendations of BHGE; BHGE's ability to reproduce and observe the claimed defect; and Customer's prompt notification to BHGE of any defects and, as required, Customer promptly making any personnel and computer systems available. Any unauthorized modification to or use of the Product Services by Customer will void the warranty.

6.4 Customer Warranties. Customer represents and warrants that it has all rights and consents necessary to disclose Customer Data to BHGE and to permit BHGE to use the Customer Data to perform BHGE's obligations hereunder.

6.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, BHGE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BHGE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BHGE DOES NOT REPRESENT OR WARRANT THAT: (I) THE SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS; (II) THE SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION OR DISRUPTION, INCLUDING AS A RESULT OF CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS); (III) THAT THE RESULTS OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (IV) THE SERVICES WILL PROVIDE OR ENABLE ANY SPECIFIC OPERATIONAL OUTCOMES; (V) ALL ERRORS OR DEFICIENCIES IN THE SERVICES CAN BE FOUND OR CORRECTED; OR (VI) THE SERVICES WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION. BHGE WILL NOT BE RESPONSIBLE FOR: (A) ANY FAILURE TO MEET THE SERVICES WARRANTY OF THIS SECTION 6 CAUSED BY CUSTOMER'S OR ANY USER'S ACTS OR OMISSIONS, INCLUDING USE OF THE SERVICES OTHER THAN AS PERMITTED UNDER THIS AGREEMENT, OR INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS OR EQUIPMENT WITH THE SERVICES; (B) LOSS OF DATA; (C) THE INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET, OTHER NETWORKS OR USERS THAT COMPRISE THE INTERNET OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET; OR (D) SERVICES OR PRODUCTS PROVIDED BY OTHER PROVIDERS. CUSTOMER ACKNOWLEDGES THAT THE HOSTED SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS NETWORKS, SOFTWARE AND EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE PRODUCT SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

7. INDEMNIFICATION.

7.1 By BHGE. If a third party institutes a claim that the Product Services infringe its United States or EU patent or registered copyright, BHGE will: (i) at BHGE's option, defend Customer against, or settle, any such claim at BHGE's expense; and (ii) pay any final judgments awarded by a court of competent jurisdiction or any settlements entered into by BHGE on Customer's behalf. BHGE's obligations under the preceding sentence are subject to Customer promptly notifying BHGE in writing of such third-party claim or cause of action and giving BHGE sole control of and providing all cooperation requested by BHGE in the defense or any related negotiations, including providing BHGE with available information in the investigation and defense of such claim. Any effort by Customer to settle any such claim without BHGE's involvement and written approval shall void any indemnification obligation hereunder. If use of the Product Services becomes, or in BHGE's opinion is likely to become, enjoined or subject to a valid claim of infringement, BHGE may, in its sole discretion, either: (a) obtain the right for Customer to continue to use the affected Product Services; or (b) modify or replace the affected Product Services; provided, that if the alternatives described in subsection (a) and (b) are not commercially reasonable, then BHGE may terminate Customer's subscription to the affected Product Services and refund to Customer the terminated and unexpired portion of the pre-paid Product Services subscription fees for such affected Product Services. BHGE will have no obligation or liability under this Section

with respect to third-party claims or causes of action to the extent caused by: (1) Customer Data, Customer designs or Customer specifications; (2) a modification to the Product Services not provided or performed by BHGE; (3) Customer's combination, operation or use with any product, data or system not specified in the Documentation or otherwise approved by BHGE; (4) use of infringing Product Services after BHGE has provided a non-infringing alternative; or (5) use of the Product Services beyond the scope authorized by this Agreement or contrary to the applicable Documentation. This Section 7.1 states BHGE's sole obligation and exclusive liability, and Customer's sole remedy, with respect to any claim of infringement of any intellectual or proprietary right.

7.2 By Customer. Customer shall defend and indemnify BHGE, BHGE's Affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Customer's or any of its Users' use of the Services, other than an infringement claim that is covered under Section 7.1 above; (b) the legal status of Customer Data, Customer software or Customer equipment, or the combination of Customer Data, Customer software or Customer equipment with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third party rights by Customer Data, Customer software, or Customer equipment or by the use, development, design, production, advertising, or marketing of Customer Data, Customer software, or Customer equipment; (c) a dispute between Customer and any User; or (d) personal injury and/or property damage alleged to be caused by Customer's use of the Product Services to manage Customer equipment.

8. LIMITATION OF LIABILITY.

8.1 BHGE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE, USE, DATA OR GOODWILL, CORRUPTION OR INACCURACY OF DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, OR CLAIMS OF CUSTOMER'S CLIENTS FOR SUCH DAMAGES, WHETHER OR NOT BHGE WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER SOFTWARE AND EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY BHGE'S NON-COMPLIANCE WITH THE DATA PROTECTION PLAN, BHGE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS.

8.2 BHGE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR CLAIMS ARISING OUT OF THIS AGREEMENT IN A CUMULATIVE AMOUNT EXCEEDING CUSTOMER'S ACTUAL DIRECT DAMAGES, UP TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY, OR, IN THE CASE OF PRODUCT SERVICES, UP TO THE AMOUNTS PAID BY CUSTOMER IN THE THREE (3)-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

8.3 THIS SECTION 8 APPLIES REGARDLESS OF HOW THE LIABILITY AROSE OR THE THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY, NEGLIGENCE AND MISREPRESENTATION).

9. TERM AND TERMINATION; SUSPENSION.

9.1 Term. This Agreement commences on the effective date specified in the initial Purchase Order (or, if not so specified, then on the date such initial Purchase Order becomes effective) and continues until all Purchase Orders and/or Statements of Work entered into under this Agreement have terminated or expired, unless earlier terminated as provided below.

9.2 Automatic Renewal. Except as otherwise stated in a Purchase Order, each subscription for Product Services having a fixed and limited initial term shall be renewed automatically for successive one (1) year renewal terms at BHGE's then-current list prices for such Product Services, unless a Party provides the other Party with written notice of its intent to not renew at least 30 days prior to the end of the initial or successive term.

9.3 Termination. This Agreement, or any individual Purchase Order or Statement of Work, may be terminated:

(a) by Customer in accordance with Section 2.4, 60 days after providing written notice to BHGE of any material and adverse change in the functionality of the Product Services, such notice to be provided to BHGE within 30 days of Customer becoming aware of the material and adverse change;

(b) by BHGE if Customer fails to timely make any payment due hereunder and fails to cure such default within 30 days of receiving notice in writing from BHGE of such failure (whether or not BHGE suspends Services pursuant to Section **Error! Reference source not found.** hereof);

(c) by either Party upon notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, has a receiver or trustee appointed, or is the subject of a proceeding under bankruptcy or insolvency law that is not dismissed within 30 days of the filing date thereof; or

(d) by either party (the "**Non-Defaulting Party**") if it reasonably determines in good faith that the other party has materially failed to comply with any of the terms and conditions of the Agreement (other than non-payment, which is otherwise addressed in subparagraph (b) above) and has failed to cure such failure within 60 days after receiving written notice from the Non-Defaulting Party describing such failure in reasonable detail, or which breach is incapable of being cured.

9.4 Effects of Termination. The expiration or termination of this Agreement, or of any Purchase Order or Statement of Work, shall terminate the licenses granted and services provided thereunder, except as otherwise agreed in writing. Termination will not relieve Customer of the obligation to pay any fees accrued or payable to BHGE prior to the effective date of termination. Any provision necessary to interpret the respective rights and obligations of the Parties hereunder will survive the termination or expiration of this Agreement for any reason and will remain in effect after any such termination or expiration.

9.5 Suspension. BHGE may suspend Customer's right to access or use any portion or all of the Product Services upon notice to Customer if BHGE determines that Customer's use of or registration for the Product Services: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the Product Services, BHGE, BHGE's Affiliates, or any third-party, (iii) may adversely impact the integrity of the Product Services or the systems or content of any other customer, (iv) may subject BHGE, BHGE's Affiliates, or any third-party to liability, (v) violates the Acceptable Use Policy or acts in a manner inconsistent with Customer's Responsibilities as set forth in Section 5, or (vi) exceeds the scope of use authorized by BHGE. BHGE shall use commercially reasonable efforts to re-establish Product Services after BHGE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

10. TRIAL OFFERINGS. From time to time, BHGE may offer Customer access to certain Services that BHGE designates as "beta," "evaluation," or "trial" on its Web site or in Purchase Order documents ("**Trial Offerings**"). Trial Offerings are provided to Customer free of charge, except as otherwise specified by BHGE. BHGE may limit, suspend, or terminate Customer's license or subscription to any portion of the Trial Offerings for any reason, in BHGE's sole discretion, including, for example, the expiration of the Trial Offerings period, to enforce Trial Offerings usage limitations, or to protect BHGE's services or systems. Any product or service designated "alpha," "beta," or "pre-release" is subject to change without notice, may differ substantially upon commercial release, and may have limited or no Support Services. Trial Offerings have not been fully tested and may contain defects, may lack standard security features, and may be taken offline or become unavailable without notice. Customer acknowledges that Trial Offerings may not meet all the security standards in the Data Protection Plan, and Customer is advised not to process or store any sensitive or confidential information or manage a production environment using Trial Offerings. TRIAL OFFERINGS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND BHGE HAS NO OBLIGATION OR LIABILITY WITH RESPECT TO TRIAL OFFERINGS.

11. GENERAL PROVISIONS.

11.1 Performance by BHGE. BHGE shall have the right to use subcontractors and Affiliates to perform its obligations under this Agreement, and in such event BHGE shall remain responsible to Customer for such obligations.

11.2 Independence. BHGE and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent, partner, or joint-venturer of the other for any purpose or has the authority to bind the other.

11.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of: (i) the State of New York, if Customer is incorporated in the USA; or (ii) England and Wales, if Customer is incorporated outside the USA; excluding in any case conflict of law rules. The Parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted by any State, will not apply to this Agreement.

11.4 Dispute Resolution. Any dispute arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration shall be: (i) New York, N.Y., if Customer is incorporated in the USA; or (ii) Geneva, Switzerland, if Customer is incorporated outside the USA. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations of this Section shall not apply to any claim (including for injunctive relief) by a Party arising from an actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

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

11.6 Assignment. Customer may not assign, sublicense or otherwise transfer this Agreement or any of the licenses granted to Customer herein, or any of its rights or obligations under this Agreement, to any party without the prior written consent of BHGE, which may be withheld in its sole discretion. Any attempted assignment in violation of this Section 11.6 shall be void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties, their legal representatives, and permitted transferees, successors and assigns.

11.7 No Waiver. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement will constitute consent to any prior or subsequent breach.

11.8 Force Majeure. Neither BHGE nor Customer shall be liable to the other party for any delay or failure to perform (except for the failure to pay any monies owed) arising out of causes beyond its reasonable control, including riots, vendor nonperformance, epidemics, unusually severe weather, fire, flood, power outages, network outages, delays in transportation, changes in laws or regulations, war, acts of the enemy or terrorists, embargoes or work stoppages, labor disputes or strikes. BHGE and Customer shall notify each other forthwith upon hearing of any event which may result in any delay or failure to perform. There shall be no termination of the Agreement, and the time of delivery or of performance shall be extended for a period equal to the time lost by BHGE by reason of the delay or failure or, if performance is rendered impossible, BHGE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event BHGE is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, BHGE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

11.9 Equitable Adjustment. BHGE is entitled to an equitable adjustment to the fees payable and delivery schedule in a Purchase Order or Statement of Work, as the case may be, to reflect any additional costs and other impact incurred by BHGE as a result of a change in applicable law or applicable standards and regulations, including changes in the interpretation thereof, after executing the applicable Purchase Order or Statement of Work. In the event any such change prevents BHGE from executing its obligations without breaching applicable law or makes BHGE's execution of its obligations unreasonably burdensome or unbalanced, BHGE shall also have the right to terminate the applicable Purchase Order or Statement of Work without any liability.

11.10 High Risk Uses. Customer acknowledges that the Services are not designed for real-time control or time-sensitive applications that have the potential to cause death, personal injury, or property damage or that could result in radioactive, chemical, or biological

contamination or environmental damage. Customer assumes the entire risk for any such use and shall defend and indemnify BHGE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the Services for control of any nuclear facility or activity.

11.11 Audit. Customer agrees to permit BHGE or BHGE's designated agent, upon reasonable notice to Customer, to audit Customer's books, records, and facilities to verify Customer's compliance with the terms and conditions of this Agreement, including any usage limitations or restrictions applicable to the Services. If any audit reveals an underpayment by Customer, BHGE may invoice Customer for such underpayment in accordance with BHGE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. BHGE shall pay for any audits, unless an audit reveals that Customer has underpaid by more than 15% of the fees owed in any 3-month period, in which case Customer shall reimburse BHGE for its reasonable audit costs.

11.12 Changes and Modifications. The terms and conditions of this Agreement may not be amended, waived or modified, except in writing signed by both Parties.

11.13 Severability. If any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby. The Parties will endeavor to replace any such invalid or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

11.14 Contract Interpretation. Section headings are used for convenience only. The terms "this Agreement," "herein," "hereof," "hereunder" and similar expressions refer to this Agreement and not to any particular section or other portion hereof. Unless otherwise specified, "days" means calendar days. Any use of the term "including" (or its derivatives) in this Agreement shall be construed as if followed by the phrase "without limitation."

11.15 Notice. In any case where any notice, approval, agreement or other communication is required or permitted to be given hereunder, such notice, approval, agreement or communication will be in writing and deemed to have been duly given and delivered: (a) if delivered in person, on the date of such delivery; (b) if sent by overnight express or registered or certified mail (with return receipt requested), on the date of receipt of such mail; or (c) if sent by confirmed facsimile transmission (with answer back received), on the date of such facsimile transmission, provided, that notice is also sent on the same day by one of the methods set forth in clause (a) or (b) above; and further provided that, notwithstanding the foregoing, BHGE may notify Customer of updates or other changes to the Acceptable Use Policy, Data Protection Plan, Privacy Policy, and Support Description by publishing updates or changes to BHGE's Web site for the Product Services or by means of electronic (including email) or written notice to Customer. Such notices or other communications will be sent to the receiving Party at the address set forth below (which may be updated from time to time by the Parties in writing)

If to BHGE

If to Customer

11.16 Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

11.17 Counterparts. This Agreement may be executed in counterparts, all of which when taken together constitute a single agreement.

11.18 Negotiated Terms. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

11.19 Order of Precedence. In case of conflicts between the provisions of these Terms and Conditions and any other provisions set forth under any other documents referenced herein, the following order of precedence shall apply: (i) these Terms and Conditions, (ii) the Purchase Order, (iii) the Statement of Work; provided, however, that a mutually agreed written Purchase Order or Statement of Work that expressly overrides a conflicting provision of these Terms and Conditions shall prevail, but in that case, only with respect to the subject matter of such Purchase Order or Statement of Work.

11.20 Entire Agreement. This Agreement, including all exhibits, appendices and any other documents referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or oral, with respect to such subject matter. Any additional or different terms presented by Customer are expressly objected to and shall not be binding upon BHGE unless expressly accepted in writing by BHGE's authorized representative.

11.21 Trade Compliance. Each Party shall comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement. Without limiting the foregoing, Customer agrees that it shall not sell, distribute, disclose, release, or otherwise transfer any item or technical data provided under this Agreement to: (a) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea; (b) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea; (c) the region of Crimea; or (d) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause shall apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the Parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Agreement (including the transfer any item or technical data under this Agreement), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Each Party shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite commercially reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement. Customer acknowledges that BHGE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing. BHGE reserves the right to reject any Purchase Order or Statement of Work from a Customer listed on any denied party list.

11.22 Publicity. Customer grants BHGE a limited, nonexclusive right to display Customer's trademarks and logos on BHGE's website, advertisements and marketing materials for the purpose of identifying Customer as a client of BHGE. In addition, Customer grants BHGE the right to issue press releases regarding the Parties' relationship.

U.S. Government Contracting. If Customer is a U.S. Government entity or procures Services for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all Services meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S. Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these terms and conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of the Services is unknown unless otherwise specifically stated in writing by BHGE; (c) Customer agrees that any services offered by BHGE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the Parties; (e) BHGE makes no representations, certifications, or warranties whatsoever with respect to the ability of the Services to satisfy

DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; (f) with regard to DFARS 252.204-7012, Customer agrees that no Unclassified Controlled Technical Information or Covered Defense Information shall be provided to BHGE, delivered by BHGE to Customer, or used by BHGE in the performance of this Agreement; and (g) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and BHGE makes no representations, certifications or warranties whatsoever with respect to the ability of Services or prices to satisfy any such statutes and regulations other than those contained herein. **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives:

[BHGE entity legal name]

[Customer entity legal name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____