

**GE DIGITAL**  
**MASTER FRAMEWORK**  
**SOFTWARE AND SUPPORT AGREEMENT**

Customer and GE Digital ("Supplier") acknowledge that this Agreement shall govern Customer's use of the Offerings. Supplier and Customer may be referred to individually as a "Party" and collectively as the "Parties." This Agreement includes the Software Terms and Support Services Terms set forth in Appendix 1 attached hereto ("Product Terms") provided however that this Agreement shall not govern Professional Services and Cloud Terms. This Agreement, along with all applicable schedules, exhibits, and addenda incorporated into each, and any Ordering Documents (as defined below) entered by Supplier and Customer, form the Supplier Master Framework Software and Support ("Agreement") between Supplier and Customer. Any authorization by Customer to furnish the Offerings or order placed by Customer for Offerings is deemed acceptance of this Agreement.

**1. Scope**

**1.1. Scope of Master Framework.** This Agreement governs the Software and Support Services identified under a proposal, statement of work, quote, activation schedule, or any other written agreement executed by the Parties, ("Ordering Documents"). "Offerings" include the following products and services made available or provided to Customer by or for Supplier or its Affiliate: computer software (either by means of digital download or on physical media) excluding Third Party Products and Services under Section 2.4 of this Agreement ("Software"); and support programs ("Support Services") under Appendix 1.

**1.2. Affiliates.** Subject to Supplier's compliance requirements and to the written agreement of the Parties in a form provided by Supplier and Affiliates of Customer may enter Ordering Documents, in each case subject to the terms and conditions of this Agreement. "Affiliate" means, with respect to a Party, an entity that controls, is controlled by, or is under common control with such 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. For clarity, the terms "Party" or "Parties" used in a separate Ordering Document will refer only to the entities directly entering into the Ordering Document.

**2. Offerings**

**2.1. Use of Offerings.** Subject to the terms and conditions of this Agreement, Supplier grants Customer a limited, non-transferable, non-exclusive, non-sublicensable right during the Term to access and use the Software that Supplier makes available to Customer pursuant to an Ordering Document and any then current documentation (whether online, printed) for such Offering published by Supplier ("Documentation"), for Customer's internal business purposes, and in accordance with the Ordering Document.

**2.2. Restrictions on Use of Offerings.** Customer may access and use (and permit access to and use of Offerings only in compliance with this Agreement, the Policies available at [www.gevernova.com/sustainability/policies-reports](http://www.gevernova.com/sustainability/policies-reports), the related Documentation, and all applicable laws. Customer will not:

(a) access or use any Offering: (i) in a manner (1) that would violate a third party's legal rights, (2) that is threatening, abusive, defamatory, obscene, libelous, invasive of another's privacy, or discriminatory, or (3) intended to improperly avoid incurring fees, to exceed usage limits, or to reduce the number of licenses that access or use the Offering; (ii) to compete with Supplier or to develop a similar product or service; (iii) through improper or unauthorized means; or (iv) in connection with training a machine learning or artificial intelligence system or model;

(b) except as expressly permitted under applicable law, disclose or make available to third parties, export, reproduce, modify, adapt, translate, port, download, store, create derivative works of, or attempt to decompile, disassemble, or otherwise reverse engineer all or any portion (including any functionality) of any Offering, or incorporate any Offering into any other product or service (including platforms or cloud environments) not provided by Supplier;

(c) breach, circumvent, remove, disable, or otherwise limit the effectiveness of (or attempt to do so) any technical protections, security measures, or other limitations contained in any Offering, or perform any security testing of any Offering or any associated servers or infrastructure;

(d) assign, sublicense, transfer, pledge, rent, loan, share, or otherwise make available all or any portion of any Offering (including any functionality of any Offering) to a third party (whether through a network or file-sharing service, hosting or application services provider, service bureau, software-as-a-service, or any other technology or service);

(e) remove any legal notice from any Offering, Documentation, or related material;

(f) combine any Offering that constitutes Software with any software that is distributed as “free software,” “open source software,” or under a similar licensing or distribution model (“Open Source Software”) in any manner that could cause, or could be interpreted to cause, the Offering (or any modification of the Offering) to become subject to the license terms of such Open Source Software; or

(g) interfere with or otherwise disrupt (or attempt to do so) the integrity, performance, or operation of any Offering or any data contained in any Offering, including by introducing any viruses, malware, or any item of destructive nature through the Offering.

If Customer becomes aware of any violation of the foregoing by any person, Customer will immediately terminate such person’s access to the Offering and notify Supplier in writing.

**2.3. Customer Content.** With respect to all data, software, tools, materials, and information provided by Customer for use in connection with the Offerings (“Customer Content”) Customer is solely responsible, and Supplier has no liability, for:

(a) compliance of Customer Content with the Data Protection Plans, applicable Documentation, and applicable laws related to the use, storage, and processing of Customer Content;

(b) the accuracy, completeness, and timeliness of Customer Content;

(c) maintaining the security, privacy, and backup of Customer Content;

(d) securing all necessary rights and permissions to provide Customer Content to Supplier and to use Customer Content with the Offerings;

(e) any third party claims (including infringement of third party intellectual property rights) relating to the Customer Content; and

(f) proper handling and processing of notices sent to Customer (or any of Customer’s Affiliates) by any person claiming that Customer Content violates such person’s rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

**2.4. Third Party Products and Services.** If Customer accesses and uses any products (including software and cloud services) and services for an Offering that is are offered to Customer under a separate agreement with a third party (“Third Party Products and Services”), then Customer’s agreement with the third party will be solely between Customer and such third party. If Customer subscribes to any Third Party Products and Services, Customer consents to Supplier sharing with the third-party provider: (i) Customer contact and account information, (ii) Customer Content in connection with Customer’s use of the Third-Party Products and Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third-Party Products and Services. Supplier shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to Third Party Products and Services.

**2.5. Warranties.** All warranties and remedies with respect to an Offering will be set forth in applicable Product Terms. Warranties and remedies are conditioned upon: (a) Customer’s access to and use of such Offering in accordance with the terms and conditions of this Agreement; (b) Customer’s use, maintenance, and updating of the Offerings in accordance with the applicable Documentation; (c) Customer’s proper design, operation and configuration of the system into or which the Offering is accessed or used; (d) Supplier’s ability to reproduce and observe the claimed defect; and (e) Customer’s prompt notification to Supplier of any defects and, as required, cooperation with Supplier to correct the claimed defect. Any unauthorized modification to or access or use of the Offerings by Customer will void all warranties.

### 3. Ownership

**3.1. Rights in Customer Content.** As between the Parties, Customer retains all right, title, and interest in and to all Customer Content. Customer consents to Supplier’s use of Customer Content in order to provide the Offerings to Customer and to perform Supplier’s obligations under this Agreement. Customer represents and warrants that it has all rights and consents necessary to grant all rights granted under this Agreement, including to Customer Content.

**3.2. Use of Data.** Customer consents to Supplier’s use of all data, including input data and data generated by the Offerings in order to provide the Offerings to Customer and to perform Supplier’s obligations under this Agreement.

Supplier and its Affiliates may also use such data for internal purposes to maintain and improve the quality of the Offerings, to the extent permitted by applicable law.

**3.3. Supplier's Proprietary Rights.** Supplier and its Affiliates, licensors, and service providers own and reserve all right, title, and interest in and to the Offerings, Documentation, and other information or material made available to Customer by or for Supplier, including any copies, except for those rights and licenses expressly granted to Customer under this Agreement.

**3.4. Customer Feedback.** If Customer provides to Supplier or its Affiliates any feedback or suggestions ("Feedback") concerning the Offerings, then Supplier and its Affiliates may use such Feedback without accounting to or requiring consent from Customer.

#### 4. Payment

**4.1. Payment Terms.** Unless otherwise agreed in an Ordering Document, payment is due net thirty (30) days from the date of invoice. All payments will be made without set off for claims. Payment will be made in the currency quoted.

**4.2. Financial Condition.** If the financial condition of Customer at any time does not, in the sole judgment of Supplier, justify continued performance on the terms of payment previously agreed upon, Supplier may require full or partial payment in advance or will be entitled to terminate any Ordering Document. If Supplier so terminates any Ordering Document, Customer will be entitled to a refund of the unexpired portion of any prepaid fees.

**4.3. Late Payments.** Customer will pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue. In addition to the late payment, the Customer will reimburse Supplier for any and all costs and expenses of Supplier's collections efforts, including related reasonable attorneys' fees and costs.

**4.4. Taxes.** Supplier will be responsible for and will pay any and all corporate and personal income taxes imposed on Supplier by applicable law ("Supplier Taxes"). Customer will be responsible for and will pay to Supplier any and all taxes, duties, fees, and other charges imposed by any governmental authority in connection with this Agreement ("Customer Taxes"), other than corporate or personal income taxes imposed on Supplier. All prices are exclusive of Customer Taxes, which may be added by Supplier to Customer's invoice, unless Customer provides a direct pay or exemption certificate to Supplier under applicable law. If Customer is legally required to deduct or withhold from payments any taxes attributable to Supplier it shall cooperate with any reasonable requests from Supplier, including providing official receipts and claiming any exemptions that may apply.

#### 5. Confidentiality

**5.1. Confidential Information.** "Confidential Information" of a Party means any information and documentation of a Party or its Affiliates (and in the case of Supplier, its licensors, and service providers) ("Disclosing Party") disclosed to or accessed by the other Party ("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, and any information developed by reference to or use of the foregoing. Without limiting the foregoing, the Documentation, and any data, Software, tools, materials, services, and information made available by or for Supplier in connection with or as part of an Offering will constitute Supplier's Confidential Information regardless of any such marking. Confidential Information does not include information that: (a) is independently developed by the Receiving Party, as demonstrated by the Receiving Party's written records, without violating the Disclosing Party's proprietary rights; (b) is or becomes publicly known (other than through unauthorized disclosure); (c) 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 (d) is rightfully received by the Receiving Party free of any obligation of confidentiality.

**5.2. Limited Use of Confidentiality Information.** Each Party shall use Confidential Information solely for the purpose of this Agreement and as expressly permitted in it.

**5.3. Compelled Disclosure.** If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, to the extent permitted by law, it will promptly notify the Disclosing Party to permit the Disclosing Party to seek a protective order or take other appropriate action and will assist and cooperate with the Disclosing Party to do so. The Receiving Party will only disclose that part of the Confidential Information that is legally required to be disclosed and will use commercially reasonable efforts to obtain confidential treatment for such Confidential Information.

**5.4. Injunctive Relief.** In addition to any other rights and remedies under this Agreement or at law, the Receiving Party acknowledges and agrees that, due to the nature of the Confidential Information, its confidentiality obligations to

the Disclosing Party under this Agreement are of a unique character and that any breach of such obligations may result in irreparable and continuing damage to the Disclosing Party for which there may be no adequate remedy in damages, and accordingly the Disclosing Party will be authorized and entitled to seek injunctive or other equitable relief.

## 6. Disclaimers; Limitations of Liability

**6.1. Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS (EXPRESS, IMPLIED, ORAL, OR WRITTEN), WHETHER ALLESUPPLIER TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR CONDITION OF TITLE, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER SUPPLIER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE). SUPPLIER DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE OFFERINGS WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, OR WILL MEET CUSTOMER'S SPECIFIC NEEDS.

**6.2. Limitations of Liability.** SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF USE OR GOODWILL, LOSS, CORRUPTION OR DELETION OF (OR FAILURE TO DELETE) DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES OR OTHER COVER. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH, THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS. THE AGGREGATE LIABILITY OF SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OFFERING WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY CUSTOMER TO SUPPLIER FOR THE OFFERING(S) GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM. THESE LIMITATIONS OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE AND STRICT LIABILITY), AND EVEN IF SUPPLIER AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR IF SUCH LIABILITY IS OTHERWISE FORESEEABLE.

## 7. Indemnification

**7.1. By Supplier.** Supplier will, at Supplier's expense, defend and indemnify Customer from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) and pay any final judgments awarded by a court of competent jurisdiction or reasonable settlement amounts approved in writing by Supplier arising out of or relating to any claim brought against Customer by a third party alleging that any Offering infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights (such claim, an "Infringement Claim").

**7.2. By Customer.** Customer will, at Customer's expense and at Supplier's option, defend and indemnify Supplier and its Affiliates, licensors, and service providers from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) and pay any final judgments awarded by a court of competent jurisdiction or reasonable settlement amounts approved in writing by Customer arising out of or relating to any claim brought against Supplier by a third party (to the extent Supplier does not have an obligation to indemnify Customer for such claims): (a) arising out of or relating to access or use of the Offerings by any of Customer and its Affiliates and its and their employees, agents, or subcontractors; or (b) alleging that Customer, its Affiliates, or any of their employees, agents, or subcontractors, or any Customer Content, infringes or misappropriates such third party's United States patent, copyright, trademark, or trade secret rights.

**7.3. Indemnity Procedures.** As conditions for an indemnifying Party's obligations to the indemnified Party under this Section 7, the Party seeking the indemnity will notify the other Party promptly of any indemnity claim in writing, tender to the other Party, at the indemnifying Party's option, sole control and authority over the defense or settlement of such claim, and reasonably cooperate with the indemnifying Party and provide such Party with available information in the investigation and defense of such claim.

**7.4. Offering Infringement Mitigation.** If use of any Offering becomes, or in Suppliers opinion is likely to become, enjoined or subject to an Infringement Claim, Supplier may, at Supplier's option: (a) procure, at no cost to Customer, the

right to continue to use such Offering; (b) modify the Offering; or (c) provide a substitute that is non-infringing. If none of those options are, in Suppliers opinion, commercially reasonable, Supplier may, as applicable, suspend or terminate Customer's subscription to or rights to access and use any affected Offering and refund the unexpired portion of any prepaid fees or a pro rata amount of any paid fees based on the length of Customer's use of the Offering. Supplier will have no obligation or liability under this Section 7 for any Infringement Claim to the extent related to: (i) a modification to the Offerings not provided or performed by Supplier; (ii) Customer Content or any Customer designs and specifications; (iii) the combination of the Offerings with other software, products, or services not provided by Supplier; (iv) use of an infringing Offering after SUPPLIER has provided a non-infringing alternative; (v) use of the Offerings beyond the scope authorized by this Agreement or contrary to applicable Documentation; or (vi) Customer's breach of any of its obligations under this Agreement. Any effort by Customer to settle an Infringement Claim without Suppliers involvement and written approval will void Supplier's obligations under this Section 7. This Section 7 states Supplier's sole obligation and exclusive liability, and Customer's sole remedy, for any third party claims of infringement or misappropriation of any intellectual or proprietary right.

## 8. Term; Termination; Suspension

**8.1. Term.** The term of this Agreement will commence on the date Supplier accepts an order and will remain in effect for the period stated in the applicable Ordering Document, unless earlier terminated in accordance with Section 8.2 (the "**Term**"). For clarity, this Agreement will remain in effect so long as any active Ordering Documents with the Customer remain in effect.

### 8.2. Termination.

- 8.2.1. **For Breach.** Either Party may terminate this Agreement, or any individual Ordering Document, for material breach by the other Party, which breach is not cured within thirty (30) days of written notice provided to the breaching Party, or which breach is incapable of being cured.
- 8.2.2. **For Insolvency.** Either Party may terminate this Agreement upon written notice to the other Party in the event such other Party: (a) files any petition in bankruptcy; (b) has an involuntary petition in bankruptcy filed against it that is not both challenged within twenty (20) days and dismissed within sixty (60) days after filing, or avails itself of or becomes subject to any petition or proceeding under any statute of any state or country relating to insolvency or the protection of the rights of creditors, or becomes the subject of any other insolvency or bankruptcy proceeding or other similar proceeding for the settlement of its debt; (c) becomes insolvent; (d) makes a general assignment for the benefit of creditors; (e) admits in writing its inability to pay its debts as they mature; (f) has a receiver or trustee appointed; (g) ceases conducting business in the normal course; (h) has any significant portion of its assets attached; or (i) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated.
- 8.2.3. **Effect of Termination.** The expiration or termination of this Agreement, or of any Ordering Document will terminate the licenses granted and services provided under the Agreement or such Ordering Document, except as otherwise agreed in writing between the Parties. The following Sections will survive any expiration or termination of this Agreement: Section 2.2 (Restrictions on Use of Offerings), Section 2.5 (Warranties), Section 3 (Ownership), Section 5 (Confidentiality), Section 6 (Disclaimers; Limitations of Liability), Section 7 (Indemnification), Section 8.2.3 (Effect of Termination), and Section 10 (General).

## 9. Compliance; Security

**9.1. Privacy and Data Security.** Supplier will use commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Content. Accordingly Supplier standard security policies applicable to the Offerings ("**Data Protection Plans**"), that are designed to implement appropriate technical and organizational controls to secure Customer Content against accidental or unlawful loss, access or disclosure. Supplier reserves the right to modify the Data Protection Plans from time to time upon notice to Customer. Customer consents to Supplier's collection, use, and disclosure of information associated with the Offerings as described in this Agreement and in the applicable Data Protection Plan, and to the processing of Customer Content in, and the transfer of Customer Content into, any country in which Supplier or its Affiliates or subcontractors maintain facilities or operations (including the United States). Supplier will treat Customer's contact information (including business contact information of Customer's representatives) in accordance with Supplier's Privacy Policy available at [GE Vernova's sustainability reports and policies](#).

**9.2. Regulated Data.** If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, personal data, export-controlled data, or sensitive government data), Customer will notify Supplier in writing of such requirements and provide any information that is necessary or reasonably requested by Supplier to determine the applicable regulatory requirements. Except as may be specified by Supplier in writing, Supplier will not have any responsibility to discover or provide a hosting environment that complies with such regulatory requirements.

**9.3. Customer Security Responsibilities.** Customer will implement and maintain administrative, technical, and physical safeguards designed to prevent unauthorized access to the Offerings, in each case consistent with industry practice. Customer is responsible for properly configuring and using all Offerings and for taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content. Customer is responsible for using a secure, encrypted connection to communicate with the Offerings. Customer's credentials for accessing any Offering are for Customer's internal use only and Customer may not share or disclose them to any other entity or person (except to its employees or permitted subcontractors). Customer is responsible for any use of Customer's credentials and will notify Supplier in writing immediately upon becoming aware of any breach of security related to Customer's credentials or any unauthorized access to an Offering. Customer will fully cooperate with Supplier in investigating and remediating such breach or unauthorized access and any resulting damage to Supplier, Customer, or a third party. Customer is responsible for complying with the Data Protection Plan and all other security requirements as may be published by SUPPLIER or communicated to Customer from time to time. Customer will be deemed to have taken any action that Customer permits, assists, or facilitates any person or entity to take related to this Agreement, Customer Content, or any Offering.

## 10. General

**10.1. Performance by Supplier.** Supplier will have the right to use Affiliates and its and their subcontractors to perform any of its obligations and exercise any of its rights under this Agreement, and in such event, Supplier will remain responsible for such obligations and exercise of rights.

**10.2. Excusable or Delayed Performance.** Supplier will not be liable for delays or nonperformance due to causes beyond its reasonable control, including acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, changes in laws or regulations, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, government permits, or facilities. In the event of any such delay, the time of performance will be extended for a period equal to the time lost because of the delay, or if performance is rendered impossible, Supplier will be excused from performance subject to an equitable adjustment to the applicable fees. In the event Supplier is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, Supplier will be entitled to an equitable price adjustment in addition to extension of the time of performance.

**10.3. Independent Contractors.** Supplier 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.

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

**10.5.1 Trade Compliance.** Each Party will comply with applicable laws that govern the import, export, or re-export of data or materials supplied under this Agreement and will be responsible for obtaining and maintaining any authorization required for its performance or use under this Agreement. Without limiting the foregoing, Customer will 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 Section will apply regardless of the legality of such a transaction under local law. Customer acknowledges that under Section 10.5.1, Supplier may conduct periodic screening of Customer to comply with applicable laws and consents to the foregoing.

**10.5.2** In addition, Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Offerings supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Customer shall undertake its best efforts to ensure that the purpose of this paragraph is not frustrated by any third parties further down the commercial chain, including by possible resellers. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third

parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this paragraph. Violation by Customer of this Section 10.5.2 shall constitute a material breach of an essential element of this Agreement, and Supplier shall be entitled to seek appropriate remedies, including, but not limited to, termination of this Agreement for breach. Customer shall immediately inform Supplier about any problems in complying with its obligations set forth in this Section 10.5.2 including any relevant activities by third parties that could frustrate the purpose of this Section 10.5.2 Customer shall make available to Supplier, information related to its compliance with the obligations under this Section 10.5.2 within two weeks of Supplier's request.

**10.6 Severability and Interpretation.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect. Section headings are used for convenience only. References to "days" refer calendar days unless otherwise specified. The words "including" and "for example" (or "e.g.," or words of similar import to any of the foregoing), are not limiting or exclusive and will be deemed followed by "without limitation," whether or not such language is included.

**10.7 Access to Information.** Supplier or Supplier's designated agent may, upon reasonable notice to Customer, request from Customer, and Customer will provide promptly, Customer's books, records, and any other information to verify Customer's compliance with the terms and conditions of this Agreement (including Section 10.5). If any review reveals an underpayment by Customer, Supplier may invoice Customer for such underpayment in accordance with Supplier's standard policies. Customer will pay such invoice in accordance with the payment terms of this Agreement. Supplier will pay for any audits, unless an audit reveals that Customer has underpaid by more than 5% of the fees owed in any three (3)-month period, in which case, Customer will reimburse Supplier for its reasonable audit costs.

**10.8 Notices.** Supplier may provide any notice required or permitted to be given to Customer under this Agreement by sending a written notice to the mailing or email address below (as may be updated by Customer from time to time upon notice to Supplier):

By personal delivery, overnight courier, or registered or certified mail Customer address identified in Ordering Document.

Notices to Supplier under this Agreement may be provided as follows (as may be updated by Supplier from time to time upon notice to Customer):

By personal delivery, overnight courier, or registered or certified mail Supplier address identified in the Ordering Document.

Notices sent by mail will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if sent by certified or registered mail (return receipt requested); or (c) one (1) day after if it is sent by next day delivery by a major commercial delivery service. Any notices sent by email will be effective upon receipt of the same.

**10.9 Assignment.** Neither Party may assign this Agreement, nor any of its rights or obligations under this Agreement, without the prior written consent of the other Party, and any assignment in violation of this provision will be void. Without limiting the generality of the foregoing, Customer may not directly or indirectly assign or delegate its rights or obligations under this Agreement, whether by operation of law, contract or otherwise, without the prior written consent of Supplier. A change in control of Customer will be considered an assignment. Customer will notify Supplier promptly of any change in control of Customer. Notwithstanding the foregoing, Supplier may assign this Agreement, or any of its rights or obligations under this Agreement, without the necessity for obtaining consent, to any Affiliate of Supplier. Subject to these requirements, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

**10.10 Entire Agreement.** This Agreement is the entire agreement between Customer and Supplier regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Supplier whether written or oral, regarding the subject matter of this Agreement. The Product Terms, including the Software and Support Services Terms in Appendix 1, are incorporated by reference into this Agreement. For clarity, any Ordering Documents entered into between the Parties are governed by this Agreement and form a part of the Agreement. Unless otherwise expressly agreed in writing between the Parties: (a) the terms of an Ordering Document will take precedence over any conflicting or inconsistent term in these Terms with respect to the specific Offering that is purchased by Customer under such Ordering Document; and (b) the terms of any Product Terms will take precedence over any conflicting or inconsistent term in these Terms with respect to the specific Offering that is accessed or used by Customer under such Product Terms. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory

documents presented by Customer at any time will be deemed to be presented for payment purposes only. Supplier rejects, and will not be bound by, any additional or different terms contained in such documents.

**10.11 Modification; Amendments.** This Agreement may not be modified except in a written agreement signed by authorized representatives of both Parties. No oral agreement, course of dealing, or trade usage will be deemed to modify this Agreement.

**10.12 Waivers.** The failure of a Party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision later. All waivers must be in writing and signed by the Party issuing the waiver.

**10.13 Arbitration.** This Agreement will be governed by the laws of the State of New York, without reference to its conflict of laws provisions. The provisions of the United Nations Convention on the International Sale of Goods will not apply to this Agreement. Notwithstanding the choice of substantive law above, the Parties agree that this Agreement concerns interstate commerce, and that arbitration and this agreement to arbitrate will be governed by Title 9 (Arbitration) of the United States Code. Except for disputes falling within the Arbitration Exceptions (as set forth below), all disputes arising out of, relating to, or in connection with this Agreement (including any disputes regarding the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to this Agreement) will be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The seat, or legal place, of arbitration will be New York, New York. The language of arbitration will be English. The number of arbitrators will be three, with the claimant party nominating one arbitrator, the respondent party nominating one arbitrator, and the third and presiding arbitrator being nominated by the two party appointed arbitrators within thirty (30) days of the appointment of the second arbitrator. The Emergency Arbitrator Provisions will not apply. Except in respect of disputes falling under the Arbitration Exceptions, the Parties agree that they are each waiving the right to a trial by jury. The arbitration award will be final and binding on the Parties. Judgment upon the award may be entered by any court having jurisdiction of the award or having jurisdiction over the relevant Party or its assets. Notwithstanding the agreement to arbitrate above, or the provisions of the Rules of Arbitration of the International Chamber of Commerce, the Parties agree that the obligations under this Section will not apply to any claim (including to seek injunctive relief) by a Party: (a) to enforce its intellectual property rights, including claims relating to any actual or alleged infringement of a Party's copyrights, patents or patent applications, trademarks, or trade secrets; or (b) for any breach of confidentiality under this Agreement (the "Arbitration Exceptions").

**10.14 High Risk Uses.** Customer acknowledges that the Offerings 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, including use for control of any nuclear facility or activity. Customer assumes the entire risk for any such use and will defend and indemnify Supplier, and its Affiliates, licensors, and service providers from any liability to third parties resulting therefrom.

**10.15 Insurance.** During the Term of this Agreement, Supplier shall maintain for its protection any legally required insurance, each with an insurer with an A.M. Best's rating of A- or better to protect from claims arising as a result of the negligence of Supplier in its performance under this Agreement. Alternatively, the Parties agree that Supplier may satisfy any or all the insurance requirements through self-insurance. If required by the Customer, Supplier shall provide a certificate of insurance reflecting such coverage.

**10.16 U.S. Government Contracting.** Customer represents and warrants that it is neither a U.S. Government entity nor procures Offerings for or on behalf of a U.S. Government entity.



**APPENDIX 1**

**PRODUCT TERMS-SOFTWARE TERMS**

- 1. Scope.** These Software Terms (“Software Terms”), including all exhibits and addenda incorporated into these Software Terms, govern access to and use of Supplier’s Software Offerings. Software Offerings are specified in the applicable Ordering Document(s). These Software Terms supplement and are incorporated into the Agreement and form part of the Agreement between Customer and Supplier. Capitalized terms used and not otherwise defined in these Software Terms will have the meanings set forth in the Agreement. In the event of any conflict between the terms and conditions in these Software Terms and in the Agreement, these terms and conditions will take precedence with respect to the specific Software Offerings that are accessed or used by Customer. These Software Terms hereby incorporate by reference all exhibits and addenda attached to or referenced in these Software Terms.
- 2. Software Specific Terms.**

  - 2.1. Customer Responsibilities.** Unless otherwise specified in an Ordering Document, Customer will be solely responsible, and Supplier has no liability, for:

    - Installation, configuration, access, or use of the Software;
    - Hardware, equipment, and physical infrastructure necessary to run the Software;
    - Third party software not included in the Software;
    - Operating, controlling, and maintaining equipment monitored by the Software; and
    - Applying patches, bug fixes, upgrades, and updates of the Software or third party software.
  - 2.2. Software Warranty.** Supplier represents and warrants that as of the date of delivery by Supplier, the Software will materially conform with the applicable Documentation provided by Supplier for the Software. If within ninety (90) days of the date of delivery Customer documents and notifies Supplier that the Software does not meet this warranty, then Supplier will, at its option, either: (a) correct the defect or error in the Software, free of charge; (b) make available to Customer functionally equivalent substitute software; or (c) if none of the foregoing is reasonably practicable, return to Customer all payments made as license fees for such Software after Customer certifies in writing that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section will be Customer’s exclusive remedy, and Supplier’s sole obligation and liability, for any breach by Supplier of the foregoing warranty.
  - 2.3. Delivery.** Unless otherwise specified in an Ordering Document, Software will be made available by Supplier for electronic download by Customer. Supplier will be deemed to have delivered Software when Supplier makes the Software available for download by Customer. If an Ordering Document specifies that Software is to be delivered to Customer on physical media or part of a hardware equipment, then delivery of such physical media will be made FCA Supplier’s facility (Incoterms 2020). No title to the Software will be transferred to the Customer.
- 3. Support Services.**

  - 3.1. Support Services.** Supplier will use commercially reasonable efforts to provide to Customer Support Services as described in the applicable Ordering Document.
  - 3.2. Renewal Rate.** Supplier may increase the applicable renewal rate for the Support Services at its reasonable discretion.
  - 3.3. Reinstatement Fee.** If, for any reason, Customer permits the Support Service to lapse, then Supplier may charge a re-instatement fee as a condition to reactivating such Support Services.
  - 3.4. Nature of Support Services.** Support Services may be provided independently as an optional Offering or as a required component of a Software Offering. To the extent Support Services are provided as a component part of a Software Offering, the relevant Support Services must be purchased and will terminate when such Software Offering is terminated or will be extended to the extent such Software Offering is extended (including any automatic renewals of such Software Offering). For clarity, to the extent Support Services are associated with a Software Offering, such Support Services will automatically terminate when the license to the underlying Software Offering is terminated.
  - 3.5. Disclaimer.** CUSTOMER ACKNOWLEDGES THAT THE INTERPRETATION OR APPLICATION OF KEY INDICATORS, METRICS, INFORMATION, OR ADVICE PROVIDED IN CONNECTION WITH SUPPORT SERVICES DEPENDS ON MANY FACTORS OUTSIDE OF SUPPLIER’S ABILITY TO CONTROL OR

FORESEE. THE CUSTOMER IS SOLELY RESPONSIBLE FOR APPROPRIATE TESTING AND VALIDATION OF SUCH KEY INDICATORS, METRICS, INFORMATION, OR ADVICE PRIOR TO TAKING ANY ACTION OR DECISION. SUPPLIER DOES NOT AND CANNOT GUARANTEE THAT EVERY FAULT CONDITION CAN BE FORESEEN OR DETECTED OR THAT SUPPLIER WILL BE ABLE TO PROVIDE ANY PARTICULAR AMOUNT OF ADVANCE WARNING OF ANY IMPENDING FAULT OR FAILURE.

4. **Effect of Termination.** Immediately upon the expiration or termination of Customer's license term to any Software Offering, Customer will cease use of such Software Offering.
5. **Professional Services.** Any Professional Services provided by Supplier to Customer in relation to the Software Offerings will be provided pursuant to the terms and conditions of the Professional Services Terms.