

**CUSTOMER LICENSE AGREEMENT BETWEEN
CURRENT, POWERED BY GE,
AND
THE CUSTOMER**

IMPORTANT: PLEASE READ AND AGREE TO THIS CUSTOMER LICENSE AGREEMENT (“AGREEMENT”) BEFORE USING THE APPLICATION SERVICES PROVIDED BY CURRENT, POWERED BY GE, (“APPLICATION SERVICES”). THE APPLICATION SERVICES ARE INTENDED FOR USE BY YOU, THE CUSTOMER, BASED ON PERMISSION YOU OBTAINED FROM GE OR ITS AUTHORIZED RESELLER OR AUTHORIZED AGENT TO USE THE APPLICATION SERVICES. BY ACCEPTING THE TERMS OF THIS AGREEMENT YOU ARE BECOMING A PARTY TO THIS LICENSE AND AGREE TO BE BOUND BY IT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU ARE NOT LICENSED TO USE THE APPLICATION SERVICES NOR THE APPLICATIONS OR APIS CONTAINED THEREIN.

This CURRENT, POWERED BY GE, Agreement (“Agreement”), contains the terms and conditions that govern access to and use of the APPLICATION SERVICES and APPLICATION SERVICES Content (as defined below) and is an agreement between Current, powered by GE, a business unit of General Electric Company, a New York corporation (“GE”), located at 745 Atlantic Ave, 8th Floor, Boston, MA 02111 and you or the entity on whose behalf you accept these terms (“Customer” or “you”). Each of GE and Customer is, individually, a “Party”, and are, collectively, the “Parties.” This Agreement takes effect upon acceptance by the Customer by clicking of the Box and subsequent submission of the Customer’s credentials for access to the APPLICATION SERVICES, and GE’s acceptance of Customer’s credentials thereof (the “Effective Date”).

By clicking on the Box, you agree and represent to GE that (i) you are lawfully able to enter into contracts (e.g., you are not a minor, you are 18 years of age or older) or, (ii) if you are entering into this Agreement for an entity, such as the company you work for, you represent to GE that you have legal authority to bind that entity. Please see Section 1 for definitions of certain capitalized terms used in this Agreement.

WHEREAS, Customer desires to access and obtain data provided through the APPLICATION SERVICES, using GE APIs, or in some instances third-party APIs when needed to access data provided by or through a third-party, pursuant to the terms of this Agreement; and

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

1. DEFINITIONS

The capitalized terms used in this Agreement shall have the meaning given to them below. Words imparting the singular shall also include the plural and vice versa, as the context requires. GE and Customer are each referred to herein as a "Party" and together as the "Parties." The term "General Terms and Conditions" shall mean specifically the body of the following section, and all appendices attached hereto. The term "Agreement" shall mean, collectively, these General Terms and Conditions.

- 1.1. "Acceptable Use Policy" is defined in Section 3.7 and Appendix A.
- 1.2. "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.
- 1.3. "API" means an application program interface, including any Documentation, necessary for Customer to access the APPLICATION SERVICES and data obtained by using the APPLICATION SERVICES.
- 1.4. "Applications" means the hosted applications provided by GE or that utilize or otherwise interact with GE's APIs.
- 1.5. "APPLICATION SERVICES" means the web applications and web service APIs provided by GE through Customer's account and as defined in Section 3.
- 1.6. "Confidential Information" of a Party means all of a given Party's information and documentation disclosed to or accessed by the other 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, including any information developed by reference to or use of the other Party's Confidential Information. GE's Confidential Information includes GE's software, APIs, and the APPLICATION SERVICES. "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.
- 1.7. "Content" means data, information, documentation, and software.
- 1.8. "Customer" means any individual or entity that directly or indirectly through another user accesses or uses the APPLICATION SERVICES under Customer's account.

- 1.9 “Customer Content” means Content that the Customer runs, causes to interface with the APPLICATION SERVICES, uploads, or otherwise transfer, process, use, or store in connection with the Customer’s account.
- 1.10 “Customer’s Paid Subscription” means the subscription or license for which Customer has paid to GE prior to Customer’s use of the APPLICATION SERVICES.
- 1.11 “Data Protection Plan” is defined in Section 3.9.
- 1.12 “Documentation” means the user guides, quick reference guides, and other technical and operations manuals and specifications for the APPLICATION SERVICES, as such documentation may be updated by GE from time to time.
- 1.13 “Infringement Claim” is defined in Section 8.1.
- 1.14 “Intellectual Property” means patents, trade secrets, trademarks, trade names, service marks, mask works, works of authorship, copyrights, and applications for any of the foregoing, know-how, confidential information, and any other intellectual property rights therein, throughout the world.
- 1.15 “Open Source Software” means any software that is distributed as “free software,” “open source software” or under a similar licensing or distribution model, including without limitation the GNU General Public License (GPL) (including the GNU Affero GPL License), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, the Artistic License, the Netscape Public License, the Sun Community Source License (SCSL), the Sun Industry Standards License (SISL) and the Apache License.
- 1.16 “Service Documentation” is defined in Section 3.1.
- 1.17 “Software” is defined in Section 4.
- 1.18 “Third Party Services” are defined in Section 3.13.
- 1.19 “Third Party Software” is defined in Section 4.3.
- 1.20 “User” is defined in Section 3.11.

2 SCOPE

- 2.1 Scope. This Agreement sets forth the terms and conditions that govern the Customer’s use of the APPLICATION SERVICES provided under Customer’s account.

3 APPLICATION SERVICES

- 3.1 General. “APPLICATION SERVICES” are computer software applications, APIs, software platforms, and monitoring services that are hosted by GE and provided as a service by

GE to Customer under Customer's Account. GE shall provide Customer with remote access to the APPLICATION SERVICES for the term of Customer's Paid Subscription. Customer agrees to use the APPLICATION SERVICES solely in accordance with this Agreement and the written documentation published or provided by GE for the APPLICATION SERVICES (collectively, "Service Documentation").

- 3.2 Customer's Account. Customer will provide Customer's name and email information to GE for the purpose of generating credentials for Customer to access the APPLICATION SERVICES. Customer's credentials can be used to access Customer's account, including Customer's Content, and to make changes to Customer's account. Customer is responsible for all activities that occur under Customer's account, regardless of whether the activities are undertaken by Customer, Customer's employees or a third party (including Customer's contractors or agents) and, except to the extent caused by GE's breach of this Agreement, GE and its Affiliates are not responsible for unauthorized access to Customer's account. Customer will contact GE immediately if Customer believes, or has reason to believe, an unauthorized person may be using Customer's account or if Customer's account information is lost or stolen.
- 3.3 APPLICATION SERVICES Warranty. For the term of Customer's Paid Subscription to the APPLICATION SERVICES, GE warrants that such APPLICATION SERVICES will materially comply with the then current Service Documentation provided for the APPLICATION Services. Customer acknowledges that GE may deliver continuous updates, changes, and improvements to the APPLICATION SERVICES and the Service Documentation. GE may notify Customer of such changes by publishing updates or changes to GE's Web site for the APPLICATION SERVICES, by email to Customer, or by means of written notice to Customer. Customer's sole remedy, and GE's sole obligation and liability, for any failure of the APPLICATION SERVICES to conform to this warranty is for GE, at its option, to: (1) provide a correction or work-around or provide an issue resolution, or (2) permit Customer to terminate its subscription to the affected APPLICATION SERVICES and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such subscription.
- 3.4 DISCLAIMERS. WITHOUT LIMITING OTHER DISCLAIMERS IN THIS AGREEMENT, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT APPLICATION SERVICES WILL OPERATE FREE FROM ERROR, INTERRUPTION, OR DISRUPTION, INCLUDING, WITHOUT LIMITATION, DUE TO CYBER-ATTACKS, MALICIOUS OR OTHERWISE, OR FROM INTERRUPTIONS IN INTERNET CONNECTIVITY (INCLUDING DELAYS OR PACKET LOSS). CUSTOMER ACKNOWLEDGES THAT THE APPLICATION SERVICES ARE NOT INTENDED FOR REAL-TIME CONTROL OR MONITORING DUE TO THE POSSIBILITY OF INTERRUPTIONS IN SERVICE OR CONNECTIVITY. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SAFE AND CONTINUOUS OPERATION OF ITS EQUIPMENT, FOR VERIFYING RESULTS GENERATED BY THE APPLICATION SERVICES, AND FOR TAKING APPROPRIATE ACTIONS BASED ON SUCH RESULTS.

- 3.5 Changes. GE may change, discontinue, or deprecate any of the APPLICATION SERVICES (including individual services or the APPLICATION SERVICES as a whole) or change or remove features or functionality of the APPLICATION SERVICES or revise the applicable Service Documentation. Without limiting the generality of the foregoing, GE may change, terminate, or discontinue all or a portion of an APPLICATION SERVICES if required by changes in GE's relationship with a third-party provider or licensor; if required to comply with law or requests or government entities; if providing the APPLICATION SERVICES could create a substantial economic or technical burden or material legal or security risk; or if GE determines that use of the APPLICATION SERVICES by Customer or the provision of the APPLICATION SERVICES to Customer is prohibited or impractical due to a legal or regulatory reason. GE may change, discontinue, or add to the APPLICATION SERVICES from time to time by posting a notice to the Web site where such Services are described. If such changes have a materially adverse effect on Customer's use of the APPLICATION SERVICES, Customer may notify GE in writing, and GE may propose resolutions or work-arounds. If GE is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then Customer may terminate its Customer Subscription to the affected Services upon written notice to GE and receive a refund of the prepaid fees, if any, for the terminated and unexpired portion of such Subscription.
- 3.7 Use Limitations. GE may enforce the Acceptable Use Policy stated in Appendix A of this Agreement including any usage limitations by technical or resource restrictions. If a usage is based on limitations or entitlements not monitored by GE, then Customer agrees to limit its usage only to the designated scope and promptly notify GE if such limitations are exceeded. Customer shall use the APPLICATION SERVICES solely for its internal business purposes as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, publish, disclose, time share or otherwise commercially exploit the APPLICATION SERVICES or make the APPLICATION SERVICES available to any third-party, other than as expressly permitted by this Agreement.
- 3.8 Suspension. GE may suspend Customer's right to access or use any portion or all of the APPLICATION SERVICES upon notice to Customer if GE determines that Customer's use of or registration for the APPLICATION SERVICES: (i) is unlawful, fraudulent, or prohibited by law, (ii) poses a security threat to the APPLICATION SERVICES, GE, GE's Affiliates, or any third-party, (iii) may adversely impact the integrity of the APPLICATION SERVICES or the systems or content of any other Customer, (iv) may subject GE, GE'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 Sections 3.10, 3.11 and 4.4, or (vi) exceeds the scope of use authorized by GE. GE may also suspend APPLICATION SERVICES if Customer is more than 30-days overdue on any payment obligation under this Agreement. GE shall use commercially reasonable efforts to re-establish APPLICATION SERVICES after GE determines the cause of the suspension has been resolved. Any suspension under this paragraph shall not excuse Customer's payment obligations under this Agreement.

3.9 Security and Data Privacy.

3.9.1 Security. GE shall use reasonable efforts to implement appropriate measures, in accordance with GE's standard security policies applicable to the APPLICATION SERVICES ("Data Protection Plans") designed to secure Customer Content against accidental or unlawful loss, access, or disclosure. GE reserves the right to modify Data Protection Plans from time to time upon notice to Customer.

3.9.2 Data Privacy. With respect to Customer Content, GE shall act as the data processor of Customer Content in accordance with Customer's instructions as contemplated by this Agreement. If Customer Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, sensitive personal information, export-controlled data, or sensitive government data), GE shall not have any responsibility to discover or determine the appropriate classification of Customer Content or to comply with such requirements, except to the extent that the applicable service documentation specifies that the APPLICATION SERVICE meets a particular standard. Customer consents to GE's collection, use, and disclosure of information associated with the APPLICATION SERVICES as described in this Agreement and the applicable Data Protection Plan and to the processing of Customer's Content in, and the transfer of Customer Content into, any country in which GE or its Affiliates or subcontractors maintain facilities (including the United States). GE shall treat Customer contact information (including business contact information of Customer representatives) in accordance with GE's Privacy Policy available at <http://www.ge.com/privacy>. Customer consents to the disclosure of Customer Content to GE's subcontractors and Affiliates who agree to maintain and use Customer Content in accordance with this Agreement.

3.10 Customer's Responsibilities.

3.10.1 Customer Content and Equipment. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content and Customer equipment. Customer is responsible for securing all necessary rights and permissions to provide Customer Content to GE and to use Customer Content with the APPLICATION SERVICES. For example, Customer is solely responsible for:

3.10.1.1 the technical operation of Customer Content, including ensuring that calls Customer makes to or from any Customer application or service are compatible with the APPLICATION SERVICES;

3.10.1.2 compliance of Customer Content with the Acceptable Use Policy, Data Protection Plan, and applicable Service Documentation;

3.10.1.3 compliance by Customer with all applicable laws, executive orders, administrative rules and regulations, safety standards, ordinances, and court orders in using the APPLICATION SERVICES;

3.10.1.4 any third-party claims relating to the legal status of Customer Content;

3.10.1.5 the operation, control, conditions, use, and maintenance of Customer equipment and ensuring that Customer's computer systems and equipment meet the current technical requirements for the APPLICATION SERVICES;

3.10.1.6 the accuracy, completeness, and timeliness of Customer Content; and

3.10.1.7 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.

3.11 Customer Security. Customer is responsible for properly configuring and using the APPLICATION SERVICES and taking Customer's own steps to maintain appropriate security, integrity, and backup of Customer Content, which may include routine archiving of Customer Content and the use of encryption technology to protect Customer's Content and credentials. Customer's credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE or selected by Customer for accessing the APPLICATION 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 Customer's employees, agents, and subcontractors performing work on Customer's behalf, or who are authorized by Customer, in accordance with Customer's Subscription, to access Customer's Account or use Customer's credentials ("User"). Customer is responsible for any use of Customer's credentials and for notifying GE 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 GE or communicated to Customer for securing Customer Content in connection with use of the APPLICATION 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 Content, or the APPLICATION SERVICES. Customer shall not take any action to circumvent any security feature or attempt to exceed authorized access to the APPLICATION SERVICES or its related systems or networks; interfere with or disrupt the integrity or performance of the APPLICATION 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 GE.

- 3.12 Connectivity. Customer is solely responsible for providing Internet connectivity for Customer's facilities and Customer equipment as necessary to access and use the APPLICATION SERVICES (including all ISP charges). GE does not and cannot control the flow of data to or from the APPLICATION 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).
- 3.13 Third-Party Services. If specified on GE's Web sites for the APPLICATION SERVICES, third-parties may offer independent services, including hosted application services ("Third-Party Services"), directly to Customer under a separate agreement, and Customer's acceptance of such offers will constitute a separate agreement solely between Customer and the third-party provider thereof. If Customer subscribes to Third-Party Services, Customer consents to GE 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 Services, and (iii) additional information, if any, disclosed in writing to Customer in connection with the Third-Party Services. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third-Party Services.

4 SOFTWARE

- 4.1 Scope. As used herein, the term "Software" shall mean certain computer software and related documentation that is provided to Customer through Customer's Account by digital download or on physical media for Customer's installation on Customer's computer, including any updates or upgrades provided by GE through Customer's Account. As used herein, the term "Software" excludes any software, application, or platform hosted by or on behalf of GE and provided as a service.
- 4.2 Licenses. Subject to Customer's pre-payment of all applicable subscription or license fees and compliance with this Agreement, GE grants to Customer a limited, non-transferable, nonexclusive license, for the license period corresponding to Customer's Paid Subscription, to use the Software provided to Customer through Customer's Account for Customer's internal business use. Customer must comply with any license scope or usage limitations (such as named user, concurrent user, processor, server, site, facility, or asset based limitations) of the Customer's subscription and with this Agreement. Customer shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or commercially exploit the Software, or make the Software available to any third party, other than as expressly permitted by this Agreement.
- 4.3 Separately Licensed Software. Some Software may be supplied to Customer under a separate license agreement, including Open Source Software ("Third-Party Software"). Customer's use of such Third-Party Software will be governed by such separate license

agreements. GE shall have no warranty, support, maintenance, or other obligations or liability under this Agreement with respect to such Third-Party Software.

4.4 Customer Responsibilities. Customer shall be solely responsible for:

4.4.1 properly installing, configuring, and using the Software in accordance with applicable documentation,

4.4.2 providing any hardware, equipment, and physical infrastructure necessary to run the Software,

4.4.3 providing any third-party software not included in the Software,

4.4.4 maintaining the security, privacy, and backup of Customer Content,

4.4.5 compliance with applicable laws related to the use, storage, or processing of Customer Content,

4.4.6 the proper operation, control, and maintenance of Customer equipment monitored by the Software, and

4.4.7 applying patches, bug fixes, upgrades, and updates of the Software or third-party software.

4.5 GE Software Warranty. GE warrants that as of the date of delivery by GE, Software will materially conform with the product documentation supplied with the Software. If within ninety (90) days of the date of delivery it is shown that the Software does not meet this warranty, GE shall, at its option, either correct the defect or error in the Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably practicable, offer to return to Customer all payments made as license fees therefor after Customer certifies that it has returned or deleted all copies of the Software in its possession. The remedy provided in this Section shall be Customer's exclusive remedy, and GE's sole obligation and liability, for any breach by GE of the foregoing warranty.

4.6 DISCLAIMERS. WITHOUT LIMITING OTHER DISCLAIMERS IN THIS AGREEMENT, GE SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT: (I) SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR WILL MEET CUSTOMER'S SPECIFIC NEEDS; (II) SOFTWARE WILL DETECT ANY PARTICULAR FAILURE, FAULT, OR CONDITION, OR PROVIDE ANY PARTICULAR DEGREE OF ADVANCE WARNING OF AN IMPENDING FAILURE, FAULT OR CONDITION OF THE CUSTOMER EQUIPMENT; OR (III) CYBERSECURITY SOFTWARE WILL PROVIDE COMPLETE OR COMPREHENSIVE PROTECTION AGAINST ALL POSSIBLE SECURITY VULNERABILITIES OR UNAUTHORIZED INTRUSIONS.

- 4.7 Return or Destruction. Upon the expiration of Customer's Subscription, or its earlier termination in accordance with this Agreement, Customer shall certify, at GE's written request, the deletion or return of all copies of Software in Customer's possession.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 DISCLAIMER OF IMPLIED WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, GE AND ITS AFFILIATES AND LICENSORS MAKE NO WARRANTIES, CONDITIONS, OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GE AND ITS LICENSORS EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, AND FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 CUSTOMER WARRANTIES. Customer represents and warrants that it has all rights and consents necessary to disclose Customer Content to GE and to permit GE to use the Customer Content to perform GE's obligations hereunder.

6. OWNERSHIP

- 6.1 GE Intellectual Property. All right, title and interest in the Application Services, including any support services provided in connection with Customer's use of the Application Services, any other materials, equipment or information, whether written or otherwise, furnished or made available hereunder by GE (collectively, "GE Services and Materials") and all Intellectual Property Rights in each of the foregoing, belong to and are retained solely by GE or its licensors as applicable.
- 6.2 Customer Content. As between Customer and GE, Customer retains all rights, title, and interests in and to Customer Content. Customer consents to GE's use of Customer Content to provide the APPLICATION SERVICES to Customer and to perform GE's obligations under this Agreement. Customer further agrees that GE and its Affiliates may use information derived from Customer Content or generated by the APPLICATION SERVICES to maintain, protect, create, develop, and improve the APPLICATION SERVICES and other GE products and services, to the extent permitted by applicable law. Customer hereby grants to GE a limited, non-exclusive, royalty-free, worldwide license to use the Customer Content and perform all acts with respect to the Customer Content as may be necessary for GE to provide the services to Customer and produce processed data. To the extent that receipt of the Customer Content requires GE to utilize any account information from a third-party service provider, Customer shall be responsible for obtaining and providing relevant account information and passwords, and GE hereby agrees to access and use the Customer Content solely for Customer's benefit and as set forth in this Agreement. As between GE and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

6.2.1 Aggregated Statistics and Processed Data. Notwithstanding anything else to the contrary in this Agreement, GE may monitor Customer's use of the Application Services and use Customer Content in an aggregated and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Application Services ("Aggregated Statistics"). Customer acknowledges that GE will be compiling Aggregated Statistics based on Customer Content, processed data, and information input by other customers into the Application Services. Customer agrees that GE may: (a) make Aggregated Statistics publicly available, (b) use processed data for creating, improving and modifying GE products and services and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

6.3 Reserved Rights. Customer acknowledges that the APPLICATION SERVICES are protected by the copyright, patent, trade secret, trademark, and/or other intellectual property laws of the United States and other countries. As between GE and Customer, GE (or its Affiliates and licensors) owns and reserve all rights, title, and interests in the APPLICATION SERVICES, except those limited rights and licenses expressly granted to Customer by this Agreement.

6.4 Restrictions. Customer shall not, directly or indirectly, and Customer shall not permit any User or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Application Services, including the Software or hosted services; (b) modify, translate, or create derivative works based on any element of the Application Services, including the Software, hosted services or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Application Services, including the Software, hosted services or any related Documentation without explicit written approval of GE; (d) use the Application Services, including the Software, hosted services or any related Documentation for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer and Users without the explicit written approval of Provider; (e) remove any proprietary notices from the Application Services, including the Software, hosted services or any related Documentation; (f) publish or disclose to third parties any evaluation of the Application Services, including the Software, hosted services or any related Documentation without GE's prior written consent; (g) use the Application Services, including the Software, hosted services or any related Documentation for any purpose other than its intended purpose or otherwise contrary to the Documentation or applicable Customer Paid Subscription; (h) interfere with or disrupt the integrity or performance of the Application Services, including the Software or hosted services; (i) introduce any Open Source Software into the Application Services, including the Software or hosted services; (j) attempt to gain unauthorized access to the Application Services, including the Software or hosted services or the related systems or networks; (k) use a single hosted service instance or Software to host

or provide services to any other third party not authorized under the applicable Customer Paid Subscription; (l) access or use the Application Services, including the Software, hosted services or any related Documentation in a way intended to avoid incurring fees or to exceed usage limits or quotas, or (d) remove, alter, or obscure any product notices, trademarks, or proprietary notices that accompany the Application Services, including the Software, hosted services or any related Documentation; or authorize or assist others to do any of the foregoing.

- 6.5 Suggestions. If Customer provides GE or its Affiliates with any feedback or suggested improvements to GE Software or the APPLICATION SERVICES, then Customer consents to GE's use and implementation of such suggestions, without compensation to Customer, and as between the Parties, GE shall solely own all intellectual property including, without limitation, all products and services developed by, or for, GE from such feedback or suggestions. Customer hereby grants to GE an irrevocable, perpetual, royalty-free, sublicenseable, paid-up, worldwide, non-exclusive license to use in an unrestricted manner any and all feedback, suggestions and evaluations provided by Customer in connection with the Customer's use of the Application Services.
- 6.6 GE Developments and Improvements. All inventions, works of authorship and developments and all Intellectual Property therein conceived or created by or on behalf of GE, whether solely or jointly with Customer, including without limitation, in connection with GE's performance of any services provided by GE in connection with the Application Services, shall be the sole and exclusive property of GE ("GE Developments"). Customer further agrees that any improvements, modifications and enhancements to GE Application Services and all Intellectual Property rights therein conceived or created by Customer shall be the sole and exclusive property of GE ("Improvements"). Customer agrees to and hereby assigns to GE (and shall cause its Affiliates, employees, consultants and agents to assign to GE) all right, title and interest in and to such GE Developments and Improvements, including without limitation all the Intellectual Property Rights therein, without the necessity of any further consideration.
- 6.7 Further Assurances. To the extent any of the rights, title and interest in and to GE Developments or Improvements or Intellectual Property Rights therein cannot be assigned by Customer to GE, Customer agrees and hereby grants (and shall cause its Affiliates, employees, consultants and agents to grant) to GE an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest in an unrestricted manner. To the extent that the foregoing assignment and license are not enforceable, Customer agrees (and shall cause its Affiliates, employees, consultants and agents) to waive and never assert against GE those non-assignable and non-licensable rights, title and interest. Customer agrees (and shall cause its Affiliates, employees, consultants and agents to agree) to execute any documents or take any actions as may reasonably be necessary, or as GE may reasonably request, to perfect ownership of the Improvements and GE Developments. If

Customer is unable or unwilling to execute any such document or take any such action, GE may execute such document and take such action on Customer's behalf as Customer's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

7. CONFIDENTIALITY

- 7.1 Non-Disclosure and Non-Use. A Party receiving Confidential Information (the "Receiving Party") shall not directly or indirectly, at any time, without the prior written consent of the Party disclosing such Confidential Information (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 Receiving Party.
- 7.2 Compelled Disclosure. If the Receiving Party is requested by a governmental authority to disclose any Confidential Information, it shall promptly notify the Disclosing Party, to the extent permitted by law, to permit the Disclosing Party to seek a protective order or take other appropriate action, and shall assist in such activities. The Receiving Party shall only disclose that part of the Confidential Information as is required by law to be disclosed and the Receiving Party shall use commercially reasonable efforts to obtain confidential treatment therefor.
- 7.3 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 agrees 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 shall be authorized and entitled to seek injunctive or other equitable relief.

8 INDEMNIFICATION

- 8.1 By Customer. Customer shall defend and indemnify GE, GE'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 APPLICATION SERVICES, other than an Infringement Claim; (b) the legal status of Customer Content or the combination of Customer Content with other applications, content, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use, development, design, production, advertising, or marketing of

Customer Content; (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 APPLICATION SERVICES to manage Customer data, software, services, or equipment.

9 LIMITATIONS OF LIABILITY

- 9.1 GE, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, BUSINESS OR BUSINESS INTERRUPTION, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE APPLICATION SERVICES PROVIDED HEREUNDER. CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF CUSTOMER EQUIPMENT. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY GE'S NON-COMPLIANCE WITH THE APPLICABLE GE DATA PROTECTION PLANS, GE SHALL HAVE NO LIABILITY ARISING FROM CYBERATTACKS OR UNAUTHORIZED INTRUSIONS.
- 9.2 NOT WITHSTANDING ANYTHING TO THE CONTRARY, NEITHER GE NOR GE'S AFFILIATES, LICENSORS, OR RESELLERS SHALL BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN AN AMOUNT EQUAL TO THE LESSER OF (a) THE AMOUNTS PAID BY CUSTOMER UNDER THESE TERMS DURING THE PERIOD OF SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, AND (b) THE AMOUNT OF FEES PAID BY CUSTOMER IN A SINGLE SUBSCRIPTION TERM WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.
- 9.3 Essential Purpose. Customer acknowledges that the terms in this Section 9 (Limitations of Liability) shall apply to the maximum extent permitted by applicable law and shall apply even if an exclusive or limited remedy stated herein fails of its essential purpose.

10 TERM AND TERMINATION

- 10.1 Term. The term of this Agreement will commence on the date of acceptance of this Agreement by Customer and GE, and will remain in effect for the term of Customer's Paid Subscription, as the case may be, unless earlier terminated in accordance with Section 10.2. Except as otherwise provided herein, the Customer Paid Subscription will renew in accordance with the Customer's Paid Subscription terms and conditions as the case may be and mutually agreed upon with GE in writing for a given Customer.
- 10.2 Termination.
- 10.2.1 Without Cause. A Party may terminate this Agreement without cause or for convenience.

10.2.2 For Breach. Either Party may terminate this Agreement for a 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.

10.2.3 For Insolvency. A Party may terminate this Agreement 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 thirty (30) days of the filing date thereof.

10.2.4 Effect of Expiration or Termination. The expiration or termination of this Agreement shall terminate the Customer's Subscription, licenses granted, and APPLICATION SERVICES provided hereunder or agreed in writing. Upon any termination or expiration of this Agreement, the following Sections survive: 6 (Ownership), 7 (Confidentiality), 8 (Indemnification), 9 (Limitations of Liability), 10 (Term and Termination), and 11 (Miscellaneous).

11 MISCELLANEOUS

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

11.2 Excusable or Delayed Performance. GE shall not be liable for delays or nonperformance due to causes beyond its reasonable control, including, but not limited to, 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, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay, or if performance is rendered impossible, GE shall be excused from performance subject to an equitable adjustment to the applicable fees. In the event GE is delayed by conditions caused by Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

11.3 Independence. GE 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. Both Parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other Party and (b) to assist third party

developers or systems integrators who may offer products or services which compete with the other Party's products or services.

- 11.4 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.
- 11.5 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: (i) 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 (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country, Cuba, or North Korea, (iii) the region of Crimea, or (iv) 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 GE may conduct periodic screening of Customer and of its beneficial owners to comply with applicable laws and consents to the foregoing.
- 11.6 Language. All communications and notices to be made or given pursuant to this Agreement must be in the English language.
- 11.7 Severability and Interpretation. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any invalid or unenforceable portions shall be interpreted to effect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement but the rest of the Agreement shall remain in full force and effect. Section headings are used for convenience only.
- 11.8 Audit. Customer agrees to permit GE or GE'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 APPLICATION SERVICES. If any audit reveals an underpayment by Customer, GE may invoice Customer for such underpayment in accordance with GE's standard policies. Customer agrees to pay such invoice in accordance with the payment terms of this Agreement. GE 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 GE for its reasonable audit costs.

- 11.9 Notices. GE may provide any notice required or permitted to be given to Customer under this Agreement by sending a notice to the mailing or email registered by Customer with GE for receipt of notices, as may be updated by Customer from time to time upon notice to GE. Notices to GE may be provided as follows: By personal delivery, overnight courier, or U.S. Postal registered or certified mail: Current, powered by GE, 745 Atlantic Avenue, Boston, MA 02111, Attention: General Counsel.
- 11.10 Assignment. Customer may not assign its rights or delegate its obligations under these Terms or any Order Forms to any third party, whether voluntarily or by operation of law or otherwise (including in connection with any merger or acquisition involving Customer), without the prior written consent of GE, such consent not to be unreasonably withheld, and subject to Customer paying any applicable transfer or set-up fees. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, these Terms will bind and benefit the parties and their successors and permitted assigns. With the exception of Affiliates of Customer who have executed Order Forms under these Terms, there are no third-party beneficiaries to this Agreement.
- 11.11 Entire Agreement. This Agreement is the entire agreement between Customer and GE regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and GE, whether written or oral, regarding the subject matter of this Agreement.
- 11.12 Amendments. Any Amendments to this Agreement must be in writing and must be signed by both Parties. No oral agreement, course of dealing, or trade usage shall be deemed to modify this Agreement.
- 11.13 Waivers. The failure of a Party to enforce any provision of this Agreement shall not constitute a present or future waiver of such provision or limit a Party's right to enforce such provision at a later time. All waivers must be in writing and signed by the Party issuing the waiver.
- 11.14 Choice of Law. This Agreement shall 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 shall not apply to this Agreement. All disputes 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 New York, New York. The language of arbitration shall be English. The Emergency Arbitrator Provisions shall not apply. The obligations under this Section shall not apply to any claim (including for injunctive relief) by a Party relating to any actual or alleged infringement of its copyright, patent or patent application, trademark, or trade secret, or for any breach of confidentiality hereunder.

- 11.15 High Risk Uses. Customer acknowledges that the APPLICATION 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 GE and its Affiliates from any liability to third parties resulting therefrom. Customer agrees not to use the APPLICATION SERVICES for control of any nuclear facility or activity.
- 11.16 U.S. Government Contracting. If Customer is a U.S. Government entity or procures APPLICATION SERVICES for or on behalf of a U.S. Government entity, the following provisions apply: (a) Customer agrees that all APPLICATION 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 Customer's Subscription; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of APPLICATION SERVICES is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE 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) GE makes no representations, certifications, or warranties whatsoever with respect to the ability of APPLICATION 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 GE, delivered by GE to Customer, or used by GE 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 GE makes no representations, certifications or warranties whatsoever with respect to the ability of APPLICATION SERVICES or prices to satisfy any such statutes and regulations other than those contained herein.

11.17 Export. The GE Application Services utilize software and technology that may be subject to United States and foreign export controls. Customer acknowledges and agrees that the Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Application Services, Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Application Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. GE and its licensors make no representation that the Application Services is appropriate or available for use in other locations. Any diversion of the Customer Content contrary to law is prohibited. None of the Customer Content, nor any information acquired through the use of Application Services, is or will be used for nuclear activities, chemical or biological weapons, or missile projects.

14.6 Anti-Corruption; OFAC. Customer acknowledges and agrees that Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of GE in connection with these Terms. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, it will use reasonable efforts to promptly notify GE. Customer represents and warrants to GE that none of (a) Customer and its Affiliates, (b) each person or entity owning an interest in any of them nor (c) their respective personnel are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC") nor on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation (collectively, the "List"), and (y) a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States.

Revision Date September 6, 2017

APPENDIX A

ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “Policy”) provides a description of the prohibited uses of the APPLICATION SERVICES Platform and related Services (the “Service Offerings”) provided by us according to the terms of the Agreement entered into between you and us that references this Policy (the “Agreement”). Terms not defined in this Policy shall have the meanings ascribed to them in the Agreement.

1. No Illegal, Harmful, or Offensive Content.

1.1 You and your End Users shall not use, or encourage, promote, facilitate, or instruct others to use the Service Offerings for any illegal, harmful, or offensive use, or to transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive.

1.2 Prohibited activities include, but are not limited to, the following:

1.2.1 any activities prohibited by any law, regulation, government order, or decree, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting, or facilitating child pornography;

1.2.2 activities that may be harmful to others, our operations, or our reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (for example, get-rich-quick schemes, Ponzi or pyramid schemes, phishing, or pharming) or engaging in other deceptive practices;

1.2.3 content that infringes or misappropriates the intellectual property or proprietary rights of others;

1.2.4 content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; and

1.2.5 content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or other malware.

2. No Security Violations.

2.1 You and your End Users must comply with, and may not work around, any technical limitations in the APPLICATION SERVICES (“Service Offerings”) that only allow you or your End Users to use the Service Offerings in certain ways.

2.2 You and your End Users may not download or otherwise remove copies of software or source code from the Service Offerings unless explicitly authorized.

2.3 You and your End Users may not use the Service Offerings to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device (each a "System").

2.4 Prohibited activities include, but are not limited to, the following:

2.4.1 accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;

2.4.2 monitoring of data or traffic on a System without permission; or

2.4.3 forging TCP-IP packet headers, email headers, or any part of a message describing such message's origin or route. This prohibition does not include the use of aliases or anonymous remailers.

3. No Network Abuse.

3.1 You and your End Users may not use the Service Offerings to make network connections to any users, hosts, or networks unless you or such End User has permission to communicate with them.

3.2 Prohibited activities include, but are not limited to, the following:

3.2.1 monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled;

3.2.2 inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective;

3.2.3 interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;

3.2.4 operating network services like open proxies, open mail relays, or open recursive domain name servers; or

3.2.5 using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

4. No Message Abuse.

4.1 You and your End Users shall not distribute, publish, send, or facilitate the sending of unsolicited mass emails, messages, promotions, advertising, solicitations, or other spam, including commercial advertising and informational announcements.

4.2 You and your End Users shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

5. Monitoring and Enforcement.

5.1 We reserve the right, in our sole discretion, to investigate any violation of this Policy or any misuse of the Service Offerings by you, your End Users, or any third party.

5.2 We may, in our sole discretion, remove, disable access to, or modify any content or resource that violates this Policy, the Agreement, or any other agreement with you related to the Service Offerings.

5.3 We may report any activity that we, in our sole discretion, believe to be in violation of any law or regulation to law enforcement officials, regulatory bodies, or other appropriate third parties. Our reporting for such purpose may include disclosing appropriate End User or account information. Such reporting may also include providing network and systems information related to violations of this Policy.

6. Reporting; DMCA Notice.

6.1 If you become aware of any violation of this Policy, you must promptly notify us and provide us with any requested assistance to mitigate, stop, or remedy such violation.

6.2 To report any violation of this Policy, or to otherwise contact us with respect to acceptable uses of the Service Offerings, you may use the following contact information:

(i) by email to CONTRACTS.SOFTWARE@GE.COM or

(ii) by personal delivery, overnight courier or registered or certified mail to Current, powered by GE, 745 Atlantic Avenue, Boston, MA 02111, Attention: General Counsel.

6.3 You are responsible for responding promptly to any request from any third party regarding your or any End User's use of the Service Offerings, such as a request to take down content under the U.S. Digital Millennium Copyright Act (DMCA) or other applicable laws. We reserve the right to take down content hosted by us to comply with the safe harbor requirements of the DMCA or for any reason permitted by the Agreement or required by law. If you wish to provide us with a counter notice, you may notify us in accordance with the counter notice provisions of the DMCA at the contact information above in Section 6.2.

7. General.

7.1 Examples described in this Policy are not exhaustive.

7.2 We may modify this Policy at any time by giving notice to you or by making such modifications available on our website or through the software provided as part of the Service Offerings.

7.3 You shall comply with, and shall cause End Users to comply with, this Policy.

7.4 As between this Policy and the Agreement, if any provision herein conflicts with the Agreement, the Agreement shall control.

Revision 08/31/2017