



HITACHI

Master Software License Agreement

This Agreement is made by and between _____, a company incorporated in _____, with its principal place of business at _____ ("Licensor"), and GE-Hitachi Nuclear Energy Americas LLC, a limited liability company organized and existing under the laws of the State of Delaware, U.S.A., with its principal place of business at 3901 Castle Hayne Road, Wilmington, North Carolina 28401 U.S.A. ("Licensee") and shall be effective as of date of signing of this Master Software License Agreement ("Agreement").

Now Therefore the parties agree as follows:

1. (a) **License Grant.** Licensor grants to Licensee a non-exclusive, irrevocable, perpetual, transferable, worldwide license(s) to use and/or reproduce the Product as defined below.

(b) **Type of License.** Licensee shall have the right to use, reproduce and install, the Software in accordance with the License Type(s) acquired by Licensee under this Agreement, and as specified in a Order Document with a sample attached hereto as Exhibit A.

(i) Enterprise License. Licensee may install the Software on any and all Computers and Networks worldwide and allow use by an unlimited number of Users;

(ii) Server License. Licensee may install the Software on the number of central processing units (CPUs) specified on the Order Document and allow access by an unlimited number of Users. Licensee may install, de-install and move the Software among Licensee's various Computers so long as the number of CPU concurrent installations at no time exceeds the number designated on the Order Document;

(iii) Concurrent User License. Licensee may install the Software on any and all Computers and Networks worldwide and allow access by the number of concurrent Users designated on the Order Document.

(c) **Scope of Use.** Licensee's worldwide Users may access and use the software in accordance with the following provisions:



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(i) copying and use of the Product must support the conduct of Licensee's business operations;

(ii) installation and use of the Product may be made for back-up or archival purposes, and for failover, disaster recovery, development, staging, technology integration, testing (including testing as part of any Licensee program to consolidate computer or network operations), and/or other such purposes, whether by Licensee or by Third Parties acting strictly on behalf of Licensee;

(iii) Licensee will have the option to extend the License to include concurrent use of the Software at additional Sites within Licensee, which it may exercise in its sole discretion at any time and from time to time by tendering to Licensor payment pursuant to the Order Document for each additional Site at which the Software will be so used, together with a notice identifying such additional location; and

(iv) Section 365(n). All rights and licenses granted under this Agreement are deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), licenses to rights to "intellectual property" as defined under the Code. The parties agree that Licensee shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Licensor, Licensee retains all rights under this Agreement.

(v) This Master License Agreement shall cover any and all Software, leased, purchased or otherwise transferred to Licensee in which Licensed Software (including updates, improvements and enhancements) is or was provided to Licensee by Licensor or a distributor of Licensor.

2. Ownership; Reservation of Rights.

(a) All Products are licensed and not sold. Licensor reserves all rights not expressly granted herein. All ownership rights in and to the Software and Documentation (and all copies thereof) shall solely vest in and be the property of Licensor, and no implied license or right of any kind is granted to Licensee. Except as expressly provided herein, Licensee shall not and shall not allow third parties to reproduce, copy, market, sell, distribute, lease, transfer, translate, modify, adapt, disassemble, decompile or reverse engineer (except as allowed by law) the Software or Documentation. Licensee shall not pledge the Software or Documentation as collateral or otherwise, and shall not encumber such Software or Documentation with any lien or security interest.

3. Fees and Payment.

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(a) Licensee shall pay the License Fees according to the schedule on the Order Document. Prices will be decreased in the event of any general or published decrease during the term of this Agreement. If Licensor introduces new products for commercial availability, Licensee may acquire such new products at their published prices discounted by the percentages specified on the Order Document.

(b) On execution of this Agreement, and at Licensee's sole discretion, Licensee may purchase Support Services for Software Maintenance and Support as described in the Support Services Exhibit **(Note: LICENSOR SUPPLIED EXHIBIT)**.

(c) **No Additional Charges.** There are no additional charges. All charges for which Licensee shall be liable under this Agreement have been specified herein, and are subject to Licensee's issuance of a Purchase Order.

(d) **Payment Terms.** Licensee will initiate payment on or before one hundred and twenty (120) days after receipt by such Licensee of a correct invoice from Licensor ("Payment Start Date"), provided that any such invoice for Product/Support shall not be issued until after such Product/Support has passed Licensee's acceptance testing and provided further, that failure or delay by Licensee in good faith to make payments shall not be deemed a breach of this Agreement. The one hundred and twentieth (120th) day after the Payment Start Date shall hereinafter be referred to as the "Net Due Date". Licensee shall be entitled, to take an early payment discount of 0.0333% of the gross invoice price (the "Daily Base Discount Rate") for each day before the Net Due Date that payment is initiated. For example, a discount of 3.5% would correspond to payment initiated one hundred and five (105) days early (i.e., fifteen (15) days after the Payment Start Date) and a discount of 0.333% would correspond to payment initiated ten (10) days early (i.e., one hundred and ten (110) days after the Payment Start Date). The Daily Discount Rate is based on a "Prime Rate" (defined below) of 4.50% (the "Base Prime Rate"). If the Prime Rate in effect on the last business day of any month exceeds the Base Prime Rate, the Daily Discount rate will be adjusted upward or downward on the last business day of each month by 0.0007% for each twenty-five (25) basis point fluctuation between the Prime Rate and the Base Prime Rate on such date; provided, however, that if the Prime Rate ever falls below the Base Prime Rate, then the Daily Discount Rate will never fall below 0.0333%. If the Daily Discount Rate is adjusted on the last business day of the month as set forth above, then such adjusted Daily Discount Rate will be applicable to all invoices posted for payment during the following month. For purposes of this Section, "Prime Rate" shall be the Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* (or, in the event that such rate is not so published, as published in another nationally recognized publication) on the last business day of each month. For example, if the Prime Rate exceeds the Base Prime Rate by 0.25%, on the last day of the month, the Daily Discount Rate for the following month will increase by 0.0007%. Notwithstanding Licensee's obligations in this Section 3(d), if the Net Due Date falls on a weekend or a holiday, the Net Due Date will be moved to the next business day (the "Reset Net Due Date"). If Licensee initiates

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payment before such Reset Net Due Date and takes an early payment discount as set forth above, Licensee will be entitled to take the early payment discount based upon each day payment is initiated before the Reset Net Due Date. If Licensee and Licensor agree that Licensee may take a fixed-percentage early payment discount (the "Flat Discount") whereby Licensee will take the Flat Discount for initiating payment on or before a date certain prior to the Net Due Date or the Reset Net Due Date, if applicable (the "Flat Discount Date"), e.g., a 3.5% discount for initiating payment on or before the fifteenth (15th) day after the Payment Start Date, and the Flat Discount Date falls on a weekend or a holiday, Licensee shall be entitled to initiate payment to Licensor on the next business day following the Flat Discount Date and take the Flat Discount as if initiated payment on the Flat Discount Date. Each discount will be rounded to the nearest one hundredth of a percent. Notwithstanding anything to the contrary in this Agreement, if Licensee elects to take the early payment discount to settle an invoice, Licensor acknowledges and confirms that: (1) title to the License and services shall pass directly to General Electric Capital Corporation ("Licensee Capital") in accordance with the terms of this Agreement; (2) once title to the License and services has passed to Licensee Capital, Licensee Capital shall immediately and directly transfer such title to Licensee; and (3) any and all of the obligations, including representations and warranties Licensor has provided with respect to the License and services, shall be retained by Licensee, and Licensee may rely upon the same.

(e) **Taxes.** All Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Software, Documentation or Licenses, including without limitation, sales, use, excise, value added, personal property, electronic/Internet commerce, export, import and withholding taxes. All taxes, duties, fees and other governmental charges of any kind (excluding taxes based on the gross revenues or net income of Licensor) which are imposed by or under the authority of any government or any political subdivision thereof shall be borne by Licensee and shall not be considered a part of such fees. Licensor and Licensee shall cooperate in minimizing any applicable tax and in obtaining any exemption from or reduced rate of tax available under any applicable law or tax treaty.

4. Delivery and Installation.

(a) **Delivery.** Within three (3) days of the execution of this Agreement, Licensor shall provide Licensee, in electronic format, the Software and all related Documentation, all necessary passwords, instructions, materials and/or information to allow successful installation of the Product and all Software Updates delivered under the Support Services Exhibit (Note: LICENSOR SUPPLIED EXHIBIT).

(b) **Installation.** Upon delivery of the Software to the Site, Licensor will promptly install the Software on the Hardware.

5. Technical Integration and Acceptance.

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(a) **Technical Interoperability and Integration.** Prior to delivery of the Product to Licensee, Licensor shall develop testing procedures and provide them to Licensee for its approval (such approval not to be unreasonably withheld). Such testing procedures shall be sufficient to test the functionality of the Product in Licensee's operating environment and using Licensee's data. Within five (5) days after installation of the Product, Licensor shall apply such testing procedures and, if such procedures are satisfied and the Product otherwise conforms to its specifications and the requirements of this Agreement, Licensor shall certify to Licensee that acceptance testing may commence. In the event that the Software fails to pass any of Licensor's testing procedures within said five (5) day-period, Licensee may cancel this Agreement and require immediate refund of all sums paid to Licensor.

(b) **Acceptance Testing.** Licensee shall conduct acceptance testing of the Product within thirty (30) days of Product installation provided that the Product has passed the technical interoperability and integration testing under subsection (a) above. Successful completion of acceptance testing will require Licensee's acceptance of the Product. If the Product fails to pass any of the Licensee testing procedures or fails to function properly or in conformity with the description, proposals and specifications set forth in the Documentation, other written materials relating to the Product provided to Licensee, and the Services Exhibit [REDACTED] [if applicable], Licensor will have fourteen (14) days to correct such defect and cause the Product to successfully pass all such tests or functionality, failing which Licensee may cancel this Agreement and require immediate refund all sums paid to Licensor.

(c) **Extension of Acceptance Test Period.** In the event that errors identified during Licensee's acceptance tests prevent Licensee from continuing or completing its acceptance tests, then such thirty (30) day period shall be extended by the elapsed time taken by Licensor to rectify the errors, which shall not exceed fourteen (14) days.

6. Product Support Services. Licensor will provide product support services to Licensee as described in the Support Services Exhibit [REDACTED] to this Agreement. During the Warranty Period and for the term of any Product Support Services, Licensor shall promptly notify Licensee of any defects or malfunctions in the Software or Documentation of which it learns from any source

7. Additional Services. Should Licensee desire customizations or modifications to the Software or Documentation or other additional services related to the Product ("Additional Services"), such Additional Services shall be provided in accordance with the terms of a mutually negotiated GE Power & Water Master Services Agreement.

8. Confidentiality.



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(a) For this Agreement, “Proprietary Information” means Trade Secrets and Confidential Information. “Trade Secrets” means trade secrets as defined under New York law, as amended from time to time. “Confidential Information” means information that is of value to its owner and is treated as confidential other than Trade Secrets.

(b) Proprietary Information shall remain the sole and exclusive property of the disclosing party or a third party providing such information to the disclosing party. Neither party shall disclose, reproduce, use, distribute, reverse engineer, decompile, or transfer, directly or indirectly, in any form, by any means, or for any purpose the Proprietary Information except as expressly provided in this Agreement, and disclosure of Proprietary Information does not confer upon the receiving party any license, interest, or rights in any except as provided under this Agreement. Each party shall require its employees to abide by the restrictions of this Agreement and the receiving party shall only allow its independent contractors access to Proprietary Information upon: (i) the disclosing party’s prior written consent; and (ii) such contractors executing a nondisclosure agreement with restrictions no less protective of the Proprietary Information than this Agreement. Subject to the terms set forth herein, each party shall protect the other party’s Proprietary Information with the same degree of protection and care it uses to protect its own Proprietary Information, but in no event less than reasonable care. Trade Secrets obligations in this Section shall continue for so long as such information continues to be a Trade Secret. Confidential Information obligations in this Section shall continue for the term of this Agreement and for a period of two (2) years thereafter.

(c) Nothing in this Section shall prohibit or limit the receiving party’s use of information proven to have been: (i) at disclosure generally available to the public; (ii) after disclosure generally available to the public, except through breach of this Agreement by the receiving party; (iii) in the receiving party’s possession before disclosure and not acquired directly or indirectly from the disclosing party; (iv) after disclosure available to the receiving party from a third party which is not legally prohibited from disclosing such information, provided such information was not acquired directly or indirectly from the disclosing party; (v) developed by or for the receiving party independently of the disclosure; (vi) not properly marked at disclosure or within thirty (30) days thereafter; or (vii) disclosed by the receiving party pursuant to a requirement of a governmental agency or by operation of law, provided the receiving party shall first notify the disclosing party prior to disclosure in order to give the disclosing party an opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement. In this case disclosure shall include only that part of the Proprietary Information which the receiving party is required to disclose.

9. Warranties.

For the term of the license, Licensor represents and warrants as to the Product and Services that:

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(a) Licensor is the owner of the Product, including all associated intellectual property rights, or otherwise has the right to grant to Licensee the rights and licenses hereunder without violating any laws or conflicting with or infringing the rights of any third party. Licensor has the authority, license or permission from any third party owner or security interest holder, to use the intellectual property in conjunction with the provision of the Product or Support Services under this Agreement.

(b) the Software, including any Updates and new releases shall reside on media free from defects in manufacture, material and workmanship and shall function properly and in conformity with all performance specifications (including without limitation compatibility, capacity, reliability, throughput and interoperability requirements) in the Documentation, Exhibits and other written materials provided to Licensee that relate to the Software. The Product contains no disabling features of any kind, and Licensor waives any rights it has to self-help. If any original Documentation is revised or supplemented, Licensor shall deliver copies to Licensee at no charge in quantity equivalent to the quantity of such original Documentation.

(c) Licensor shall maintain the Product in good working order, keep it free from defects in material and workmanship, and remedy any failure of the Software to perform in accordance with this Agreement, including the warranties set forth herein and the Exhibits hereto, or which impairs Licensee's use thereof, or any other malfunction, defect or non-conformity in the Product. For the Purposes of this Agreement, Updates to the Software shall be considered as part of the Software and Licensor's warranty and Support Services obligations with respect thereto shall be identical to, and coterminous with, Licensor's warranty and Support Services obligations for the Software. Updates shall be treated for warranty purposes as the license of new software and Licensee shall be entitled to a separate warranty and Warranty Period for each such Upgrade. Support Services delivered or performed shall be in accordance with the highest generally accepted standards of the profession existent at the time such Support Services are delivered or performed.

(d) **Service Warranty.** For the Warranty Period and for the term of any Software Support Services, Licensor warrants and represents that it shall maintain the [Software] [Product] in good working order, keep it free from defects in material and workmanship, and remedy any failure of the Software to perform in accordance with this Agreement, including the warranties set forth herein and the Exhibits hereto, or which impairs Licensee's use thereof, or any other malfunction, defect or non-conformity in the Product. For the Purposes of this Agreement, Updates to the Software shall be considered as part of the Software and Licensor's warranty and Software Support Services obligations with respect thereto shall be identical to, and coterminous with, Licensor's warranty and Software Support Services obligations for the Software. Updates shall be treated for warranty purposes as the license of new software and Licensee shall be entitled to a separate warranty and Warranty Period for each such Upgrade. Software Support Services delivered or performed shall be in accordance with



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the highest generally accepted standards of the profession existent at the time such Support Services are delivered or performed.

(e) **Software Updates.** Licensor warrants and represents that (i) all Software Updates shall, at a minimum, be consistent with then-existing and released industry standards; (ii) no Software Upgrade will materially degrade the functionality, capabilities or features of the Product at the time of release of such Software Upgrade and; (iii) all Software Updates shall be backwardly compatible with the data structures, databases and system architectures employed with previously installed versions of the Software and Hardware provided under this Agreement and/or in use by Licensee nor shall such Software Upgrade require redeployment of any such data structures, databases, or system architectures.

(f) **Third Party Pass-Through.** Licensor hereby assigns to Licensee any and all manufacturers' or suppliers' warranties, guarantees, representations, services agreements and indemnities, if any, with respect to any third party hardware and software delivered by Licensor hereunder (i) to the extent assignable by Licensor; and (ii) only if the terms of such warranties, representations, services agreements, and indemnities are more favorable to Licensee than Licensor's warranties, representations, service agreements and indemnities hereunder. To the extent such warranties, guarantees, representations, services agreements and indemnities are not assignable by Licensor, Licensor agrees that Licensee may assert or enforce any right that Licensee may have to enforce such warranties, guarantees, representations, service agreements and indemnities, or if such can only be enforced by Licensor and in its own name, upon Licensee's request and at Licensee's sole expense, Licensor shall take all reasonable action requested by Licensee to enforce such warranties, guarantees, representations, service agreements and indemnities.

(g) **Remedies for Breach of Warranty.** If the Product does not meet the warranties during the Warranty Period or the term of any Software Support Services, Licensor shall provide, at no charge, the software and Support Services required to attain the warranted levels or standards. If Licensor cannot meet the warranties by performance of Support Services within the time frames and pursuant to the terms and conditions in the Support Services Exhibit , Licensee shall have the right, in addition to any other remedies, within Licensee's sole discretion to exercise one or more of the following remedies:

- (i) full or partial refunds of the license fees and/or support services fees;
- (ii) payment of the cost of a consultant to fix the Software; or
- (iii) acceptance of impaired performance in exchange for a setoff/credit against license fees and/or support services fees, pursuant to Section 14.

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(h) **Disclaimer of Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT AND THOSE CONTAINED IN OR IMPLIED BY LICENSOR'S BROCHURES, LITERATURE, PAMPHLETS, SAMPLES AND PRODUCT DEMONSTRATIONS, NEITHER PARTY MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED EXCEPT AS PROVIDED BY APPLICABLE LAW. LICENSOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification. Licensor, at its own expense, shall indemnify and hold harmless Licensee and Licensee Affiliates, and their directors, officers, employees, agents, successors and assigns, and defend any action brought against same with respect to any claim, demand, cause of action, debt, liability, damage, cost, loss or expense, including attorneys' fees and expenses, based on a claim that any information, design, specification, instruction, trade secrets, software, data, or material furnished by Licensor, including the Product (collectively, "Materials"), in connection with either the provision or the receipt of Product or Services hereunder infringes or violates any patent, copyright, trade secret, license, or other proprietary right of any third party. Licensor shall control such defense and all negotiations relative to the settlement of any such claim; provided, however, that Licensor shall not enter into any settlement or compromise that adversely affects any rights of or imposes any obligation or liability on Licensee without the prior consent of Licensee. Upon Licensor's request, Licensee will provide Licensor with the assistance, information, and authority reasonably necessary to perform the above defense, and Licensor shall reimburse Licensee for reasonable out-of-pocket expenses incurred in providing such assistance. Licensee may, at its own expense, further assist in such defense if it so chooses. Licensee shall promptly provide Licensor with written notice of any claim which Licensee believes falls within the scope of this Section; provided, however, that failure by Licensee to provide such notice shall not affect Licensor's obligations under this Section to the extent that Licensor is not materially prejudiced thereby. At any time after Licensor becomes aware of any such claim, Licensor may procure for Licensee the right to continue to use the Materials. If the Materials or any portion thereof is held to constitute an infringement and its use is enjoined, Licensor shall, at its option and at its own expense: (i) modify the infringing Materials without impairing in any respect the functionality or performance, so that it is non-infringing; (ii) procure for Licensee the right to continue to use the infringing Materials; or (iii) replace the Materials with an equally suitable, non-infringing replacement, which Licensee shall have the right to subject to reasonable acceptance testing. If none of the foregoing alternatives are available to Licensor, Licensee shall receive, in addition to its rights and remedies available to it under this Agreement and pursuant to law, a repayment of all license fees and Support Services fees paid to Licensor plus any costs incurred by Licensee in the removal of such Materials and installation of alternative products. Licensor shall accept return of the Materials at its expense, once Licensee has arranged for the continuation of the functions performed thereby. THIS STATES LICENSOR'S ENTIRE LIABILITY WITH RESPECT TO



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INDEMNIFICATION FOR PATENT, TRADEMARK, COPYRIGHT AND TRADE SECRET INFRINGEMENT FOR THE PRODUCT.

11. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY Licensee TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING ANY CLAIM. THIS LIMITATION OF LIABILITY SHALL NOT APPLY IN THE CASE OF A BREACH OF EITHER PARTY'S OBLIGATIONS OF CONFIDENTIALITY OR INDEMNITY.

12. Term and Termination. This Agreement shall remain in effect until terminated as provided below. Without prejudice to any other remedies at law or in equity, the parties shall have the right to terminate this Agreement:

(a) if the other party commits a material breach of this Agreement which remains uncured thirty (30) days after written notice of breach is delivered to the other party;

(b) immediately upon breach by either party of any obligations set forth in Section 1, 2, or 9;

(c) by either party on thirty (30) days' notice if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws, or suffers a material adverse change in financial condition affecting its ability to perform; or

(d) Licensee, at its sole option, may terminate this Agreement by giving written notice of the occurrence of any of the following:

(i) discovering that any representation or warranty made by Licensor proved to be false or misleading or Licensor materially failed to observe or perform any of its covenants, agreements or conditions

(ii) the Product fails an acceptance test, or Licensor fails to correct deficiencies pursuant to the following Sections: Acceptance, Support Services, Warranties.



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(e) Licensee may terminate, by registered letter, with return receipt requested, upon [three (3) months] notice.

13. Effect of Termination. If Licensor terminates for Licensee's material breach:

(a) all Licenses shall immediately terminate and Licensee shall immediately cease the use of the Software and Documentation;

(b) Licensee shall immediately return to Licensor or destroy all Licensor property, including, but not limited to, all copies of the Software and any other Proprietary Information of Licensor ;

(c) any and all provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination.

(d) if this Agreement is terminated by Licensee for cause prior to the expiration of the Warranty Period, Licensor shall refund to Licensee all payments made hereunder;

(e) Expiration or termination of this Agreement for any reason other than Licensee's material breach shall not abridge or diminish in any way the rights of Licensee to use the Product previously licensed or to receive Support Services as provided in this Agreement, and such use of the Product shall continue [in perpetuity]; and

(f) If Licensor, except for reasons beyond its reasonable control, [willfully or as a result of gross negligence] fails to [substantially] perform or observe any of its [material] obligations as expressly specified in this Agreement and Licensor fails to take effective corrective action within [thirty (30) days] following written notice thereof by Licensee, Licensee may, without waiving its right to terminate the Agreement, accept Licensor's impaired performance and make a reasonable proportional reduction in payment for the specific defaulting Product or service.

14. Audit. Licensee shall, upon reasonable written notice, during normal business hours, and not more than once per year provide access and allow Licensor to inspect and audit Licensee's compliance with the terms of this Agreement.

15. Escrow.

(a) **Source Code License.** Licensor grants to Licensee a non-exclusive, perpetual, irrevocable, license upon a release event to use, copy, maintain, modify and enhance (either itself or through third parties) the source code of the Software, and any runtime software necessary to execute the Software, including but not limited to compilers,

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interpreters and templates, and to use such materials to prepare Derivative Works of each Software; and assemble or compile additional copies of each Software, including the Derivative Works so prepared. "Derivative Work" means any revision, enhancement, modification, translation, abridgement, condensation, expansion, or extension related to the Product. A Derivative Work shall also include any compilation that incorporates a preexisting work related to the Product.

(b) **Escrow Agreement.** As a condition of payment, and no later than the time of Licensor's delivery of the Software and Documentation to Licensee, Licensor shall place in escrow with the Escrow Agent a fully commented and documented copy of the source code form of the Software, a listing thereof and Commentary. Licensor shall be responsible for all charges incurred in establishing and maintaining such escrow account. If Licensor corrects any defects in, or provides any revision to, the Software hereunder, or under any software maintenance agreement, Licensor shall simultaneously furnish the Escrow Agent a corrected or revised copy of the source code form of the Software, a revised listing thereof, and revised Commentary.

(c) **Release Conditions.** Licensee shall be entitled to a copy of the escrowed materials if: (i) Licensor ceases doing business and its business is not continued by another corporation or entity, or is continued by another corporation or entity which Licensee for reasonable cause deems unsatisfactory; (ii) Licensor becomes insolvent or party to any bankruptcy or receivership proceedings or makes an assignment for the benefit of creditors; or (iii) Licensor is in material default of performance under this Agreement, including, but not limited to, discontinuance or a material breach of the Support Services provisions set forth herein, or of any software maintenance agreement then in effect.

16. Import/ Export Regulations Both parties agree to comply with all relevant export laws and regulations of the United States. Licensor shall promptly inform Licensee of all components of the Product or of all enhancements, modifications, revisions or Updates thereto (including Software Updates), that are subject to United States export laws and regulations.

17. Assignment. Licensee may assign, sublicense, or otherwise transfer this Agreement, the Product or any part thereof to any Licensee parent, affiliate or subsidiary or any successor organization which acquires Licensee or any Licensee parent, affiliate or subsidiary or into which Licensee or Licensee parent, affiliate or subsidiary or portion thereof is merged, sold or otherwise transferred. Any assignment by Licensor without Licensee's prior written consent shall be null and void.

18. Publicity. Neither party shall: (i) use the name, trade name, trademark, trade device, service mark, logo, symbol or any abbreviation, contraction or simulation thereof, owned by the other party or its Affiliates (the "Marks") in any advertising, marketing, promotional materials, publicity, client list, press release, case studies, references, Internet posting, or otherwise; or (ii) represent, directly or indirectly, that any product or

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service has been approved or endorsed by the other party. Neither party shall disclose the existence or terms of this Agreement to any third party without the prior written approval of the other. These obligations will survive the cancellation or other termination of this Agreement.

19. Governing Law and Venue. This Agreement and performance hereunder shall be governed by, subject to, and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the State of New York, or the Federal District Courts sitting in New York which courts shall have exclusive jurisdiction for such purposes. The parties disclaim application of the UN Convention on the International Sale of Goods.

20. Miscellaneous. Each party acknowledges that this Agreement including all Exhibits and documents incorporated by reference constitute the complete and exclusive statement of the terms and conditions between the parties regarding its subject matter, and supersedes and merges all prior or contemporaneous oral, and all prior written proposals, understandings and representations, as well as all other agreements between the parties relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any documents incorporated by reference, this Agreement shall control. This Agreement may not be modified or altered except by written instrument duly executed by the party to be bound. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by a nationally recognized overnight courier service to the address set forth on the **signature page**. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument. Facsimile signatures on such counterparts shall be deemed originals. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. No provision of this Agreement shall be construed to provide or create any third party beneficiary right or any other right of any kind in any third party. The rights and remedies of the parties are not exclusive and are in addition to any other rights and remedies available to the parties at law or in equity. All provisions of this Agreement relating to liability, warranties, indemnities, confidentiality or non-disclosure, and the provisions of Sections **____, _____, and _____** of this Agreement, shall survive the expiration or termination of this Agreement.



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21. Product Space. If Licensor releases an alternative software product that substantially incorporates the functionality of the Product, Licensor shall make such software product available to Licensee at no additional cost pursuant to the Software Maintenance Agreement.

22. Government Use. The Software is provided with restricted rights only; use, duplication or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and in subparagraph (c)(1) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19; subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, subparagraph (d) of the Commercial Computer Software Licensing clause at NASA FAR supplement 16-52.227-86; or their equivalent. The manufacturer is XXXXX Software Corporation.

23. GEPS Defense. Licensee shall defend at its expense and/or settle any claim against Licensor and its suppliers resulting directly from: (i) any claimed infringement or misappropriation by Licensee of any trade secret, trademark, copyright, patent, or other intellectual property right of any third party with respect to Licensee's use of the Product.

24. Licensor Integrity Commitment.

(a) Licensor acknowledges receipt of the GE Power & Water Integrity Guide for Suppliers, Contractors and Consultants (the "Guide"), attached hereto as Exhibit C, and covenants and agrees to full compliance with the the Guide in the performance of this Agreement and any related Support Services; and

(b) Senior Management, (including the undersigned representative) of Licensor has carefully reviewed the Guide, especially the section, **Responsibilities of GE Suppliers**; and

(c) Licensor has reviewed the Guide with its suppliers and subcontractors, if any; and

(d) Licensor and its employees and representative, as well as suppliers and subcontractors of Licensor, if any, are committed to unyielding integrity and agree / have agreed to comply with the Integrity standards set forth in the section **Responsibilities of GE Suppliers**, of the Guide, including as they relate to Licensor's dealings with GE Power & Water or any work being performed by Licensor for or on behalf of Licensee; and

(e) agrees that they shall, upon reasonable notice, attend and participate in compliance briefings conducted by Company representatives; and

(f) Licensor and each of Licensor's Personnel agree that they shall not communicate in any manner with: (1) any officer or employee of any Federal agency of the United States for or on behalf of Licensee with respect to any contract or federal procurement; or (2) any member of Congress or any employee of a member of Congress for or on behalf of Licensee with respect to any matter.



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25. Incorporation of Exhibits – All exhibits attached to this Agreement are incorporated in this Agreement. This Agreement may only be modified by an instrument in writing mutually agreed upon and executed by each party’s duly authorized representatives.

26. Definitions. In addition to other terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

(a) **“Commentary”** shall include explanations, flow charts, schematics, algorithms and subroutine descriptions, memory and overlay maps, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the escrowed software and any other documentation of the source code form of the escrowed software, all in sufficient detail to enable a trained programmer through study of such materials to maintain and/or modify the escrowed software without undue experimentation

(b) **“Computer(s)”** shall mean any digital system incorporating display and/or communications capabilities, including without limitation, any and all computers, computing devices, personal digital assistants, or digital telephones, which are (i) owned, leased, rented by Licensee, or (ii) owned by a third party and controlled at the time of use by Licensee, or (iii) outsourced, managed or operated by any third party for the benefit of or on behalf of Licensee.

(c) **“Documentation”** shall mean all materials supplied under this Agreement with the exception of the Software, as hereinafter defined, including any and all installer’s, operator’s and user’s manuals, training materials, sales and marketing literature, “technical white papers”, guides, functional and/or technical specifications, Commentary, listings and other materials, (including, without limitation, all materials describing the interoperability of the Product with other Hardware or software), in any or all media, for use in conjunction with the Software.

(d) **“Escrow Agent” shall mean** _____ **(INSERT NAME OF ESCROW COMPANY)**

(e) **“Fees”** means all fees payable by Licensee to Licensor under this Agreement in U.S. currency.

(f) **“GE”** shall mean General Electric Company; its successors and assigns; any and all components (including, but not limited to its individual operating businesses or divisions), subsidiaries, parents, affiliates and joint-venture partners worldwide of General Electric Company; all entities controlling, controlled by, or under common control with General Electric Company; and all entities which may hereafter control, be controlled by, be under common control with, or become affiliated with General Electric Company.



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(g) **“Hardware”** shall mean the Computers and related equipment on which the Software, as hereinafter defined, is to be run, [as specified in the Order Document attached hereto by example in Exhibit A.]

(h) **“Licenses”** mean all licenses granted to Licensee under Section 1 of this Agreement.

(i) **“Network”** shall mean an aggregation of Computers, or any other devices which may perform the functions of computation, data storage, and/or data communications, and which are interconnected by cable or wireless communications means so as to permit the passage of machine-readable information among two or more such devices; Network shall include without limitation any publicly accessible communications systems capable of digital and/or analog communications, which systems may be generally known as the Internet, the World Wide Web, or other designation.

(j) **“Site”** shall mean one or more buildings or portion(s) thereof that are located within an area defined by a ten (10) mile radius, and are (i) used in the conduct of Licensee business, and (ii) are under common management control within Licensee's organizational structure.

(k) **“Software”** shall mean the computer program supplied under this Agreement, in object (executable) form listed on the **signature page**, including without limitation any Work Product, Updates (and consisting, with respect to any such item of Software, of a “Server Component” and a “Licensee Component”) and associated magnetic media relating to such Software.

(l) **“Support Services”** shall mean the services performed by Licensor for Licensee hereunder, as described in the Support Services Exhibit. Any on-site support greater than ten (10) consecutive days is subject to a mutually negotiated GE Power & Water Master Services Agreement. Any on-site Support Services Travel and Living paid for by Licensee is subject to the travel and living Guidelines attached hereto as Exhibit B, as well as to any project specific guidelines that Licensee may formulate to replace or supplement such Exhibit B Guidelines.

(m) **“Product”** shall mean, as of the Effective Date of this Agreement a product designated as [REDACTED], including all related materials, documents, information and modifications thereof, and received by Licensee from Licensor pursuant to this Agreement. Product includes, without limitation, the Software and the Documentation.

(n) **“Updates”** mean all revisions, patches, fixes, new releases and other improvements to the Software in object (executable) code form which Licensor may provide to Licensee under this Agreement or any other agreement between the parties, in the sole discretion of Licensor.



(o) **“Third Parties”** shall mean, in the case of Licensee, agents, contractors, business partners, customers and prospective customers, and suppliers of Licensee.

(p) **“Users”** means Licensee’s officers, employees, contractors, consultants, and Third Parties Joint Venture partners engaged in work on behalf of Licensee and in the provision of services by such parties to Licensee’s [clients][customers][third parties], worldwide, whether on or off Site and regardless of whether the Software is installed on Computer(s) or accessible and operable from the Web (“Web-based Software”)

(q) **“Warranty Period”** shall mean ninety (90) days beginning on the date of Licensee’s acceptance of the Product, or, in the case of a Software Upgrade, ninety (90) days from the acceptance of such Software Upgrade, as hereinafter defined.

(r) **“Work Product”** means all modifications, revisions, and derivative works of the Software and other deliverables as may be provided to Licensee by Licensor and are not otherwise owned by Licensee in accordance with the provisions of any Services Exhibit [redacted] . For purposes of this Agreement, “Work Product” is a part of the Software.

AGREED TO AND ACCEPTED:

[Licensor Name] [Address] By: _____ Name: Title: Date:	GE-Hitachi Nuclear Energy Americas LLC 3901 Castle Hayne Road Wilmington, NC 28401 By: _____ Name: Title: Date:
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Notices to:
GE-Hitachi Nuclear Energy General Counsel
 GE-Hitachi Nuclear Energy
 3901 Castle Hayne Road
 Wilmington, NC 28401

EXHIBIT A

SAMPLE ORDER DOCUMENT Number 1

This Order Document Number 1, dated as of _____, 20__, is issued pursuant to, and incorporates herein, the Master Software License Agreement dated as of _____, 20__, (“Agreement”), by and between GE-Hitachi Nuclear Energy Americas LLC and [NAME OF COMPANY]. Any term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.



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DESCRIPTION OF LICENSED PRODUCTS

Number of Permitted Users:

Permitted Hardware:

Permitted Platforms:

“Platform” means the operating system of the machine on which the applications being profiled by the Software are running.

Scheduled Delivery Date:

License Fee: \$

Annual Maintenance Fee: \$

AGREED TO AND ACCEPTED:

[Licensor Name] [Address]	GE-Hitachi Nuclear Energy Americas LLC 3901 Castle Hayne Road Wilmington, NC 28401
By: _____ Name: Title: Date:	By: _____ Name: Title: Date:



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EXHIBIT B

TRAVEL and LIVING POLICIES

TRANSPORTATION

Air Travel

- Coach class is required for all reimbursable flights, regardless of destination. Employees may retain credits from frequent traveler programs. However, travel plans, routing requirements, etc., should not result in additional expense to Company nor require an increase in travel time during regularly assigned working hours.
- The cost of upgrading an airline ticket to another class is not reimbursable.

Reservations

- Make your own travel reservations and when possible schedule meetings to allow for travel during off-peak hours.
- Take the "best buy" airfare recommended by the agent.
- Book tickets as early as possible.
- Use teleconferencing and/or videoconferencing to minimize travel costs.
- Minimize number of employees taking same trip, e.g., to trade shows, conferences, etc.
- Consider non-refundable fare for frequent trips to the same location.
- Consider staying over on Saturday night to obtain lower airfare (Company will reimburse hotel and meal costs if the total cost is lower).

Ground Transportation

- Use hotel/airport shuttle services when practical.
- Book smallest rental car practical for traveler's purpose.
- When using your personal vehicle, you will be reimbursed @ \$.33 USD per mile, which covers depreciation, insurance, and gas.
- For New York airports private limos are not allowable expenses, except:
 - When traveling outside normal working hours (very early in the morning or late in the evening) or when there is a safety concern.
 - When there are at least two passengers and a private limo would be a lower cost option than other alternatives such as a rental car or scheduled limo service with Red Dot.
- From Fairfield use Hertz or Red Dot Limo Service.
- Minimize Company costs on rental cars by returning rental cars with a full tank of gas.



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LIVING, MEALS & OTHER EXPENSES

Personal Meals

- Meals are reimbursable provided you are on Company business away from your normal place of business with an overnight stay.
- On a day trip, meals eaten outside your regularly assigned work hours are reimbursable.

Other Reimbursables

- Gratuities for bellhop, taxi, meals, etc.
- Highway tolls and parking fees.
- Laundry and dry cleaning services if the employee is away for five consecutive days.
- Telephone and fax expenses incurred on behalf of the Company, including essential calls to home.

Business Meals & Business Meetings

- Costs incurred in connection with meetings are reimbursable, provided there is a legitimate business purpose, e.g., meeting with key suppliers, meeting on quality with GE business representatives, etc.
- Expense account must indicate date, time, place, business purpose and business relationship of attendees.
- Exercise good judgment and adhere to customer policies when incurring expenses to entertain customers and GE associates for business purposes. Refer to the GE Integrity Guide for Company policy.
- Consider offering only non-alcoholic beverages at GE-sponsored meetings.

Expenses Not Reimbursable

The following items are considered to be of a personal nature, and therefore are not normally reimbursable by the Company.

- Airline club membership fees
- Clothing or toiletries, except if caused by airline delay or overbooking of airplane reservations
- Cost of an employee's family member traveling with the employee, except when the family member's presence serves a business purpose and the costs have Corporate Officer approval
- Cost of a circuitous or side trip for personal convenience or benefit
- Fines for traffic violations
- Gifts to employees or their families of flowers, money, merchandise, or services
- Insurance on personal property; personal travel insurance
- Items for personal use, such as: hairstyling, shoe shine, magazines, newspapers, movies (including in-room movies), shows, and sporting events (unless for entertainment on behalf of the Company) and other similar items
- Loss or theft of personal property (e.g., clothes, jewelry, etc.), cash advance, personal funds, or tickets



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- Maintenance or repair of personal property (e.g., home and grounds) while out of town on Company business
- Parking or garage charges at the employee's regularly assigned place of business
- Personal credit card fees or charges incurred as a result of third-party misuse of lost credit cards
- Traveling expense between home and regularly assigned place of business

Unusual Expenses

- In the event there are valid business reasons to incur expenses not reimbursable under these guidelines, these expenses may be reimbursed with Company Officer approval.
Review unusual circumstances with your finance representative in advance.



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EXHIBIT C

**GE Power & Water Integrity Guide for Suppliers, Contractors and Consultants
A Message from GE Power & Water**

The General Electric Company and its GE Power & Water business (“GE”) are committed to unyielding Integrity and high standards of business conduct in everything we do, especially in our dealings with suppliers, contractors and consultants of GE, its subsidiaries and affiliates (collectively “Suppliers”). For well over a century, GE people have created an asset of incalculable value: the company’s worldwide reputation for integrity and high standards of business conduct. That reputation, built by so many people over so many years, depends on upholding it in each business transaction we make.

GE bases its Supplier relationships on lawful, efficient and fair practices, and expects its Suppliers to adhere to applicable legal and regulatory requirements in their business relationships, including those with their employees, their local environments, and GE. The quality of our Supplier relationships often has a direct bearing on the quality of our customer relationships. Likewise, the quality of our Suppliers’ products and services affects the quality of our own products and services.

To help GE Suppliers understand both: (1) the GE commitment to unyielding Integrity and (2) the standards of business conduct that all GE Suppliers must meet, GE has prepared this GE Power & Water Integrity Guide for Suppliers, Contractors and Consultants. Suppliers are expected to collaborate with GE’s employees so that those employees can continue to consistently meet these GE integrity commitments.

The Guide is divided into four sections:

- GE Code of Conduct
- GE Compliance Obligations
- Responsibilities of GE Suppliers
- How to Raise an Integrity Concern

Suppliers should carefully review this Guide, including but not limited to the section entitled “Responsibilities of GE Suppliers.” Suppliers are responsible for ensuring that they and their employees, workers, representatives and subcontractors comply with the standards of conduct required of GE Suppliers. Please contact the GE manager you work with or any GE Compliance Resource if you have any questions about this Guide or the standards of business conduct that all GE Suppliers must meet.

Steve Bolze, President & CEO

Jeffrey Connelly, Vice President, Global Supply Chain Management

GE Code of Conduct

GE’s commitment to total, unyielding Integrity is set forth in GE’s compliance handbook, *The Spirit & The Letter*. The policies set forth in *The Spirit & The Letter* govern the conduct of all GE employees and are supplemented by compliance procedures and guidelines adopted by GE business components. All GE employees must not only comply with the “letter” of the Company’s compliance policies, but also with their “spirit.” The “spirit” of GE’s Integrity commitment is set forth in the GE Code of Conduct, which each GE employee has made a personal commitment to follow:



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- Obey the applicable laws and regulations governing our business conduct worldwide.
- Be honest, fair and trustworthy in all of your GE activities and relationships.
- Avoid all conflicts of interest between work and personal affairs.
- Foster an atmosphere in which fair employment practices extend to every member of the diverse GE community.
- Strive to create a safe workplace and to protect the environment.
- Through leadership at all levels, sustain a culture where ethical conduct is recognized, valued and exemplified by all employees.

No matter how high the stakes, no matter how great the challenge, GE will do business only by lawful and ethical means. When working with customers and Suppliers in every aspect of our business, we will not compromise our commitment to integrity.

GE Compliance Obligations

All GE employees are obligated to comply with the requirements - the "letter" - of GE's compliance policies set forth in *The Spirit & The Letter*. These policies implement the GE Code of Conduct and are supplemented by compliance procedures and guidelines adopted by GE business components and/or affiliates. A summary of some of the key compliance obligations of GE employees follows:

IMPROPER PAYMENTS

- Always adhere to the highest standards of honesty and integrity in all contacts on behalf of GE. Never offer bribes, kickbacks, illegal political contributions or other improper payments to any customer, government official or third party. Follow the laws of the United States and other countries relating to these matters.
- Do not give gifts or provide any entertainment to a customer or supplier without prior approval of GE management. Make sure all business entertainment and gifts are lawful and disclosed to the other party's employer.
- Employ only reputable people and firms as GE representatives and understand and obey any requirements governing the use of third party representatives.

INTERNATIONAL TRADE CONTROLS

- Understand and follow applicable international trade control and customs laws and regulations, including those relating to licensing, shipping and import documentation and reporting, and record retention requirements.
- Never participate in boycotts or other restrictive trade practices prohibited or penalized under United States or applicable local laws.
- Make sure all transactions are screened in accordance with applicable export/import requirements; and that any apparent conflict between U.S. and applicable local law requirements, such as the laws blocking certain U.S. restrictions adopted by Canada, Mexico and the members of the European Union, is disclosed to GE counsel.

MONEY LAUNDERING PREVENTION

- Follow all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions.
- Learn to identify warning signs that may indicate money laundering or other illegal activities or violations of GE policies. Raise any concerns to GE counsel and GE management.

PRIVACY



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- Never acquire, use or disclose individual information in ways that are inconsistent with GE privacy policies or with applicable privacy and data protection laws, regulations and treaties.

- Maintain secure business records of information, which is protected by applicable privacy regulations, including computer-based information.

SUPPLIER RELATIONSHIPS

- Only do business with suppliers who comply with local and other applicable legal requirements and any additional GE standards relating to labor, environment, health and safety, intellectual property rights and improper payments.

- Follow applicable laws and government regulations covering supplier relationships.

- Provide a competitive opportunity for suppliers to earn a share of GE's purchasing volume, including small businesses and businesses owned by the disadvantaged, minorities and women.

REGULATORY EXCELLENCE

- Be aware of the specific regulatory requirements of the country and region where the work is performed and that affect the GE business.

- Gain a basic understanding of the key regulators and the regulatory priorities that affect the GE business.

- Promptly report any red flags or potential issues that may lead to a regulatory compliance breach.

- Always treat regulators professionally and with courtesy and respect.

- Assure that coordination with business or corporate experts is sought when working with or responding to requests of regulators.

WORKING WITH GOVERNMENTS

- Follow applicable laws and regulations associated with government contracts and transactions.

- Be truthful and accurate when dealing with government officials and agencies.

- Require any supplier or subcontractor providing goods or services for GE on a government project or contract to agree to comply with the intent of GE's Working with Governments policy and applicable government contract requirements.

- Do not do business with suppliers or subcontractors that are prohibited from doing business with the government.

- Do not engage in employment discussions with a government employee or former government employee without obtaining prior approval of GE management and counsel.

COMPLYING WITH COMPETITION LAWS

- Never propose or enter into any agreement or understanding with a GE competitor to fix prices, terms and conditions of sale, costs, profit margins or other aspects of the competition for sales to third parties.

- Do not propose or enter into any agreements or understandings with GE customers restricting resale prices.

- Never propose or enter into any agreements or understandings with suppliers that restrict the price or other terms at which GE may resell or lease any product or service to a third party.

ENVIRONMENT, HEALTH & SAFETY



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- Conduct your activities in compliance with all relevant environmental and worker health and safety laws and regulations and conduct your activities accordingly.
- Ensure that all new product designs or changes or service offerings are reviewed for compliance with GE guidelines.
- Use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent unplanned releases into the workplace or the environment.
- Report to GE management all spills of hazardous materials; any concern that GE products are unsafe; and any potential violation of environmental, health or safety laws, regulations or company practices or requests to violate established EHS procedures.

FAIR EMPLOYMENT PRACTICES

- Extend equal opportunity, fair treatment and a harassment-free work environment to all employees, co-workers, consultants and other business associates without regard to their race, color, religion, national origin, sex (including pregnancy), sexual orientation, age, disability, veteran status or other characteristic protected by law.

SECURITY AND CRISIS MANAGEMENT

- Implement rigorous plans to address security of employees, facilities, information, IT assets and business continuity.
- Protect access to GE facilities from unauthorized personnel.
- Protect IT assets from theft or misappropriation.
- Create and maintain a safe working environment.
- Ensure proper business continuity plans are prepared for emergencies.
- Screen all customers, suppliers, agents and dealers against terrorist watchlists.
- Report any apparent security lapses.

CONFLICTS OF INTEREST

- Financial, business or other non-work related activities must be lawful and free of conflicts with one's responsibilities to GE.
- Report all personal or family relationships, including those of significant others, with current or prospective suppliers you select, manage or evaluate.
- Do not use GE equipment, information or other property (including office equipment, email and computer applications) to conduct personal or non-GE business without prior permission from the appropriate GE manager.

CONTROLLERSHIP

- Keep and report all GE records, including any time records, in an accurate, timely, complete and confidential manner. Only release GE records to third parties when authorized by GE.
- Follow GE's General Accounting Procedures ("GAP"), as well as all generally accepted accounting principles, standards, laws and regulations for accounting and financial reporting of transactions, estimates and forecasts.
- Financial statements and reports prepared for or on behalf of GE (including any component or business) must fairly present the financial position, results of operations and/or other financial data for the periods and/or the dates specified.

INSIDER TRADING OR DEALING & STOCK TIPPING

- Never buy, sell or suggest to someone else that they should buy or sell stock or other securities of any company (including GE) while you are aware of significant or material


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non-public information (“inside information”) about that company. Information is significant or material when it is likely that an ordinary investor would consider the information important in making an investment decision.

- Do not pass on or disclose inside information unless lawful and necessary for the conduct of GE business - and never pass on or disclose such information if you suspect that the information will be used for an improper trading purpose.

INTELLECTUAL PROPERTY

- Identify and protect GE intellectual property in ways consistent with the law.
- Consult with GE counsel in advance of soliciting, accepting or using proprietary information of outsiders, disclosing GE proprietary information to outsiders or permitting third parties to use GE intellectual property.
- Respect valid patents, trademarks, copyrighted materials and other protected intellectual property of others; and consult with GE counsel for licenses or approvals to use such intellectual property.

Responsibilities of GE Suppliers

GE will only do business with Suppliers that comply with all applicable legal and regulatory requirements. Today’s regulatory environment is becoming more challenging, subjecting GE and its Suppliers to a growing number of regulations and enforcement activities around the world. This environment requires that GE and its Suppliers continue to be knowledgeable about and compliant with all applicable regulations and committed to regulatory excellence. Suppliers that transact business with GE are also expected to comply with their contractual obligations under any purchase order or agreement with GE and to adhere to the standards of business conduct consistent with GE’s obligations set forth in the “GE Compliance Obligations” section of this Guide and to the standards described in this section of the Guide. A Supplier’s commitment to full compliance with these standards and all applicable laws and regulations is the foundation of a mutually beneficial business relationship with GE.

GE expects its Suppliers, and any Supplier’s subcontractors, that support GE’s work with government customers to be truthful and accurate when dealing with government officials and agencies, and adhere strictly to all compliance obligations relating to government contracts that are required to flow down to GE’s suppliers.

As stated above, GE requires and expects each GE Supplier to comply with all applicable laws and regulations. Unacceptable practices by a GE Supplier include:

- **Minimum Age.** Employing workers younger than sixteen (16) years of age or the applicable required minimum age, whichever is higher.
- **Forced Labor.** Using forced, prison or indentured labor or workers subject to any form of compulsion or coercion or trafficking in persons in violation of the U.S. Government’s zero tolerance policy or other applicable laws or regulations.
- **Environmental Compliance.** Lack of commitment to observing applicable environmental laws and regulations. Actions that GE will consider evidence of a lack of commitment to observing applicable environmental laws and regulations include:
 - Failure to maintain and enforce written and comprehensive environmental management programs, which are subject to periodic audit.
 - Failure to maintain and comply with all required environmental permits.



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- Permitting any discharge to the environment in violation of law or issued/required permits or that would otherwise have an adverse impact on the environment.
- Health & Safety. Failure to provide workers a workplace that meets applicable health, safety and security standards.
- Human Rights.
 - Failure to respect human rights of Supplier's employees.
 - Failure to observe applicable laws and regulations governing wage and hours.
 - Failure to allow workers to freely choose whether or not to organize or join associations for the purpose of collective bargaining as provided by local law or regulation.
 - Failure to prohibit discrimination, harassment and retaliation.
- Code of Conduct. Failure to maintain and enforce GE policies requiring adherence to lawful business practices, including a prohibition against bribery of government officials.
- Business Practices and Dealings with GE. Offering or providing, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, to any GE employee, representative or customer or to any government official in connection with any GE procurement, transaction or business dealing. Such prohibition includes the offering or providing of any consulting, employment or similar position by a Supplier to any GE employee (or their family member or significant other) involved with a GE procurement. GE also prohibits a GE Supplier from offering or providing GE employees, representatives or customers or any government officials with any gifts or entertainment, other than those of nominal value to commemorate or recognize a particular GE Supplier business transaction or activity. In particular, a GE Supplier shall not offer, invite or permit GE employees and representatives to participate in any Supplier or Supplier-sponsored contest, game or promotion.
- Business Entertainment of GE Employees and Representatives. Failure to respect and comply with the business entertainment (including travel and living) policies established by GE and governing GE employees and representatives. A GE Supplier is expected to understand the business entertainment policies of the applicable GE business component or affiliate before offering or providing any GE employee or representative any business entertainment. Business entertainment should never be offered to a GE employee or representative by a Supplier under circumstances that create the appearance of an impropriety.
- Collusive Conduct and GE Procurements. Sharing or exchanging any price, cost or other competitive information or the undertaking of any other collusive conduct with any other third party to GE with respect to any proposed, pending or current GE procurement.
- Intellectual Property and Other Data and Security Requirements. Failure to respect the intellectual and other property rights of others, especially GE. In that regard, a GE Supplier shall:
 - Only use GE information and property (including tools, drawings and specifications) for the purpose for which they are provided to the Supplier and for no other purposes.



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- Take appropriate steps to safeguard and maintain the confidentiality of GE proprietary information, including maintaining it in confidence and in secure work areas and not disclosing it to third parties (including other customers, subcontractors, etc.) without the prior written permission of GE.
- If requested by GE, only transmit information over the Internet on an encrypted basis.
- Observe and respect all GE patents, trademarks and copyrights and comply with such restrictions or prohibitions on their use as GE may from time-to-time establish.
- Comply with all applicable rules concerning cross-border data transfers.
- Maintain all personal and sensitive data, whether of GE employees or its customers in a secure and confidential manner, taking into account both local requirements and the relevant GE policies provided to the Supplier.
 - Trade Controls & Customs Matters. The transfer of any GE technical information to any third party without the express, written permission of GE. Failure to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities, and failure to ensure that all invoices and any customs or similar documentation submitted to GE or governmental authorities in connection with transactions involving GE accurately describe the goods and services provided or delivered and the price thereof.
 - Use Of Subcontractors or Third Parties to Evade Requirements. The use of subcontractors or other third parties to evade legal requirements applicable to the Supplier and any of the standards set forth in this Guide.

The foregoing standards are subject to modification at the discretion of GE. Please contact the GE manager you work with or any GE Compliance Resource if you have any questions about these standards and/or their application to particular circumstances. Each GE Supplier is responsible for ensuring that its employees and representatives understand and comply with these standards. GE will only do business with those Suppliers that comply with applicable legal and regulatory requirements and reserves the right, based on its assessment of information available to GE, to terminate, without liability to GE, any pending purchase order or contract with any Supplier that does not comply with the standards set forth in this section of the Guide.

How to Raise an Integrity Concern

Subject to local laws and any legal restrictions applicable to such reporting, each GE Supplier is expected to promptly inform GE of any Integrity concern involving or affecting GE, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such Integrity concern. A GE Supplier shall also take such steps as GE may reasonably request to assist GE in the investigation of any Integrity concern involving GE and the Supplier.

I. Define your concern: Who or what is the concern? When did it arise? What are the relevant facts?

II. Prompt reporting is crucial - an Integrity concern may be raised by a GE Supplier as follows:

- By discussing it with a cognizant GE Power & Water Manager;



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- By calling the GE Power & Water Integrity Helpline at +1-800-443-1391 or +1-678-844-4967 or the GE Corporate Integrity Helpline at +1 800 227 5003 or +1-203-373-2603;
 - By emailing ombudsperson@corporate.ge.com; or
 - By contacting any Compliance Resource (e.g., GE legal counsel or auditor). A GE Compliance Resource will promptly review and investigate the concern.
- III. GE Policy forbids retaliation against any person reporting an Integrity concern.