

**MASTER AGREEMENT**  
**Ecosystem and Channels Program**

This Master Agreement for Ecosystem and Channels Program is a binding agreement between GED (as defined below) and the legal entity submitting an application to GED to be a member of the Ecosystem and Channels Program (“Participant”). Each party will be called individually a “Party” and collectively, the “Parties,” to this Agreement. By clicking the “I Accept” checkbox and submitting an application or use of the Alliance Community (defined below), Participant agrees to be bound by all the terms and conditions stated herein (the “Agreement”).

The individual submitting an application on behalf of Participant represents and warrants that he or she is legally able to enter into binding agreements and is a duly authorized agent of such entity for the purpose of entering into this Agreement and binding such entity in accordance with its terms. He or she represents that the information submitted in connection with the application, including all application data are true, accurate, and complete.

This Agreement governs the admission of the Participant into the Ecosystem and Channels Program (defined below). To the extent Participant has a separately executed agreement with GED or its Affiliates on a different subject matter, such agreement will continue unmodified under its own terms.

**1. Definitions.**

a. “Affiliate” means any corporation, partnership, limited liability company, or other entity that directly or indirectly, controls, is controlled by or is under common control with a Party. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of any such entity or organization, whether through the ownership of securities, by contract, or otherwise. “Affiliates” of GED means any entity which: (i) from time to time forms part of the group of entities whose ultimate parent is General Electric Company, including General Electric Company itself, and which (ii) is controlled by or under common control with GED. “Affiliates” of Participant means any entity controlled by Participant.

b. “Alliance Community” means a dedicated online portal that GED makes available to Ecosystem and Channels partners of GED or its Affiliates for informational and communications purposes, including the ability to access online training courses and collaborate with employees of GED and its Affiliates and other partners and any other materials and information available through such portal.

c. “Change of Control” means with respect to a Party, the occurrence of any of the following events: (i) any consolidation or merger of such Party with or into any other entity (or group of entities) in which the holders of such Party’s outstanding shares immediately before such consolidation or merger do not, but immediately after such consolidation or merger, do retain stock (or other ownership interest) representing a majority of the voting power of the surviving entity or an entity that

wholly owns, directly or indirectly, the surviving entity; (ii) the sale, transfer or assignment of stock (or other ownership interest) of such Party representing a majority of the voting power of all of such Party's outstanding voting securities to an acquiring party or group, or (iii) the sale of all or substantially all of such Party's businesses or assets.

d. "Confidential Information" of a Disclosing Party (as defined in Section 9) means all of the Disclosing Party's information and documentation disclosed to or accessed by the Receiving Party (as defined in Section 9) in connection with this Agreement or a Program Plan Agreement that is marked (or, if disclosed other than in writing, designated at the time of disclosure) as "Confidential" or similar, and reduced by the Disclosing Party to a tangible form and provided to the Receiving Party within thirty (30) days from the date of the initial disclosure. Whether or not marked or reduced to writing, GED's Confidential Information will be deemed to include the GE Technology and information and materials related to other products and services of GED and its Affiliates. "Confidential Information" does not include information that: (i) is independently developed by the Receiving Party, as demonstrated by the Receiving Party's written records, without use of, or reference to, the Disclosing Party's information; (ii) is or becomes publicly known (other than through breach of this Agreement); (iii) is disclosed by the owner of such information to a third party free of any obligation of confidentiality; (iv) 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 (v) is rightfully received by the Receiving Party free of any obligation of confidentiality.

e. "Ecosystem and Channels Program" means one of GED's programs for Ecosystem and Channels partners.

f. "Effective Date" means the earliest date that: (1) GED provides a written confirmation of Participant's acceptance into the Ecosystem and Channels Program, or (2) the date that GED grants Participant access to the Alliance Community.

g. "GE Branding Policy" means GED's branding policy available at: <https://www.gebrandcentral.com/article/third-party/>.

h. "GE Integrity Policies" means standard code of conduct and integrity policies for GED and its Affiliates located at: <https://inside.integrity.ge.com/sites/default/files/spirit-and-letter/the-spirit-the-letter-en.pdf>.

i. "GE IP Rights" means any patent, industrial design, copyright, trade secret, trademark, service mark, trade dress, trade name, database right, or other intellectual property or proprietary right embodied in or related to the GE Technology, whether registered or unregistered, arising by operation of law, treaty, contract, license, or otherwise, as well as all applications, renewals, extensions, continuations, divisions, reissues, and derivatives thereof, anywhere in the world.

j. "GE Technology" means all hardware, software, services, information, technology, know-how, ideas, techniques, processes, documentation, works of authorship, inventions, and materials supplied, created, conceived or developed by or on behalf of GED or its Affiliates or used to provide the Alliance Community.

k. "GED" means GE Digital LLC if Participant is located in the United States, and otherwise, GE Digital International LLC.

l. “Marks” means the respective Party’s trademarks, service marks and logos. In the case of GED, “Marks” will mean the trademarks, service marks and logos specified on the GE Branding Policy, which may include those of GED Affiliates.

m. “Product Suggestions” means suggestions or feedback for additions, changes, or improvements to GE Technology.

n. “Program Guide” means program plans or policies for each specific Ecosystem and Channels Program.

## **2. Membership Benefits and Obligations.**

a. Enrollment. Participant’s enrollment in the Ecosystem and Channels Program is subject to acceptance by GED. Once accepted, Participant will be provided access to the Alliance Community. Participant may only participate in any specific Ecosystem and Channels Program under the terms and conditions of Program Guide for that program and this Agreement. The Program Guide may define benefits and qualification criteria (including any minimum attainment thresholds) for certain tiers of partners and Participant will only be entitled to the benefits for which Participant has achieved qualification criteria and/or paid any applicable fees specified in the Program Guide. GED or its Affiliates may from time to time use the contact details provided by Participant to contact Participant in connection with the Ecosystem and Channels Program. If GED permits Participant to provide customer referrals through the Alliance Community, Participant understands and agrees that GE will not be obligated to pay any referral fee or other compensation to Participant for such referrals unless otherwise expressly provided in the Program Guide. Certain Ecosystem and Channels Programs may require Participant to provide additional information, undergo additional screening and accept additional terms and conditions specific to each Ecosystem and Channels Program (each a “Program Plan Agreement”).

b. Performance by Participant. Participant will not appoint subdistributors, resellers, partners, system integrators, agents, or independent contractors to perform any obligation or to exercise any right under this Agreement without GED’s prior written consent. Participant may extend the benefits of this Agreement to its Affiliates provided that (i) Participant causes its Affiliates to agree to the same terms and conditions under this Agreement to which Participant is subject and (ii) Participant remains responsible for, and indemnifies GED and its Affiliates for, the activities of its Affiliates. Participant will not represent, imply, or hold itself out as an authorized distributor, dealer, reseller, or agent of GED or its Affiliates, unless expressly permitted by the applicable Program Guide to which Participant has been admitted and a separate Program Plan Agreement for such permission has been executed.

c. Suspension. Notwithstanding anything to the contrary, GED may suspend Participant or its Affiliates, or any of their respective users’, right to access or use any portion or all of the Alliance Community immediately upon notice if GED determines that (A) such use (i) poses a security risk to the Alliance Community or any third party, (ii) may adversely impact the Alliance Community or the systems or data of any other partner or customer of GED or its Affiliates, (iii) may subject GED, its Affiliates or any third party to liability, (iv) in violation of the compliance obligations under Section 4, or (v) may be fraudulent; or (B) the Alliance Community is rendered impossible or impractical as a result of any

requirement of any law or judicial order; in each case, until such breach is cured or such condition no longer exists.

### **3. Expenses; Payments.**

a. Expenses. Unless otherwise expressly provided, each Party will bear its costs and expenses with respect to the activities contemplated by this Agreement and neither Party shall be entitled to any reimbursement, royalty, or fee hereunder.

b. Payments by Participant.

i. Certain Program Guides may require payment of application and membership fees as stated in the Program Guide. In addition, certain benefits and services provided under any specific Ecosystem and Channels Program may require payment of additional fees as stated in the Program Guide. Participant agrees to pay such fees in accordance with the terms and conditions set forth in the Program Guide. If any new fees are introduced in the middle of a Program Year, Participant will not be obligated to pay such fees for the balance of that Program Year but will be obligated to pay such fees for the subsequent Program Year unless Participant elects not to renew the Agreement under the terms of Section 8.

ii. Unless otherwise stated, all fees are due 30 days after invoice by GED and shall be paid without set-off or counterclaim, and all fees are non-refundable, non-cancellable. The fees due are exclusive of all taxes.

iii. GE may charge Participant a one and one-half percent (1.5%) monthly interest charge to be calculated monthly with respect to all outstanding amounts not paid within thirty (30) days following the date they come due, but in no event will any interest charge exceed the maximum allowed by law.

### **4. Compliance.**

a. GE Integrity Policies. Participant acknowledges that it has been provided access to the GE Integrity Policies and understands the principles set forth therein. Participant and its Affiliates agree to comply with the principles set forth in the GE Integrity Policies and to comply with all laws applicable to the performance of the Agreement.

b. Improper Payments. With respect to any transaction arising under the Agreement, Participant, including its Affiliates and the officers, directors, employees and representatives of Participant and its Affiliates, will not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of any monies or anything of value to (i) any person employed by or acting for or on behalf of any customer, private or governmental, or (ii) any government official or government employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action by the buyer in any commercial transaction or any governmental matter. Under the Agreement, neither Participant, nor its officers, directors, employees or representatives, may receive any unauthorized inducement or reward, directly or indirectly, for its benefit from the customer.

c. International Trade Controls. Participant will comply with any and all anti-boycott laws including any executive orders, rules, or regulations. Participant agrees to comply with all applicable export laws and regulations, including those of the United States, to ensure technology provided by GED

or its Affiliates under the Agreement is not used, sold, disclosed, released, transferred, or re-exported in violation of such laws and regulations. Participant may not directly or indirectly export, reexport, or transfer any items or technology provided by GED or its Affiliates under the Agreement to:

- i. any country designated by the U.S. Department of State as a "State Sponsor of Terrorism", including for the purposes of the Agreement North Korea, or to a resident or national of any such country;
- ii. 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; or
- iii. an end-user engaged in any nuclear, chemical, or biological weapons activities or development of missile technology.

## **5. Intellectual Property.**

a. No Implied Licenses. Each Party reserves all right, title, and interest in such Party's copyrights, patents, trademarks, trade secrets, and other intellectual property or proprietary rights. No rights or licenses may be deemed transferred or granted hereunder by implication, estoppel, or otherwise than as expressly stated herein. Without limiting the foregoing, as between the parties, GED and its Affiliates own all right, title and interest in and to the GE Technology and GE IP Rights.

b. Product Suggestions. If Participant, in its sole discretion, provides any Product Suggestions to GED or its Affiliates, then GED will exclusively own all right, title, and interest in and to GED or its Affiliates' use or implementation of such Product Suggestions in GED or its Affiliates' products and services. GED and its Affiliates will be entitled to use such Product Suggestions in GED or its Affiliates' products, development tools, or services, without restriction or compensation to Participant. Participant hereby assigns all right, title and interest in and to the Product Suggestions to GED and agree to perform reasonable acts, including providing any necessary signatures for patent assignments, at GED's expense, to effectuate such assignment.

c. Trademarks. Subject to the requirements of this Section 5, each Party grants to the other Party a limited, nonexclusive right to place such Party's Marks on such other Party's website, advertisements and marketing materials for the limited purpose of marketing as part of any Ecosystem and Channels Program. Any such use of the other Party's Marks must be approved by the other Party in writing, in the other Party's sole discretion, prior to the first Party's use or publication of such materials.

i. GE Branding Policy. Participant must comply with all terms and conditions stated in the GE Branding Policy in any use of GE's Marks as permitted under this Section 5. Except for the foregoing limited use, Participant is prohibited from using any GE Marks in connection with, or as endorsement of, the products and services provided by Participant. Participant may not attempt to alter or obscure any GE Marks displayed on the Alliance Community and may not incorporate any GE Mark or any portion thereof in the name of Participant or its respective products and services.

ii. Participant Marks. If GED or any of its Affiliates elects to use Participant's Marks as part of the Ecosystem and Channels Program, GE or such Affiliate will use commercially reasonable

efforts to comply with customary trademark and brand usage guidelines as provided by Participant to GED or its Affiliate in writing.

iii. Limitations. Any use of a Party's Marks and all good-will associated therewith, will inure solely to the benefit of the owning Party. Either Party has the right to revoke any permission granted to use its Marks under this Section 5 at any time, in its sole discretion, upon written notice to the other Party. Upon termination of this Agreement, absent a separate written agreement between the Parties that are still in effect, each Party will immediately cease all use of the other Party's Marks and will destroy all marketing materials containing the other Party's Marks within a reasonable time after such termination.

## **6. DISCLAIMER OF WARRANTIES.**

a. ACCESS TO THE ALLIANCE COMMUNITY IS PROVIDED "AS IS". GED AND ITS AFFILIATES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO PARTICIPANT, PARTICIPANT'S AFFILIATES, OR ANY OTHER PARTY WITH RESPECT TO THE ALLIANCE COMMUNITY, GE TECHNOLOGY, OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A SPECIFIC PURPOSE, OR SYSTEM INTEGRATION IS EXPRESSLY EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GED AND ITS AFFILIATES DO NOT REPRESENT THAT THE ALLIANCE COMMUNITY WILL SATISFY PARTICIPANT'S, ITS AFFILIATES' OR ANY THIRD PARTY'S REQUIREMENTS, THAT THE ALLIANCE COMMUNITY WILL OPERATE FREE FROM ERROR, DISRUPTION, OR CYBER-ATTACKS.

## **7. LIMITATIONS OF LIABILITY.**

a. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, BUSINESS OPPORTUNITY, REVENUE, DATA OR GOODWILL, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RELATED TO THIS AGREEMENT OR ANY PROGRAM PLAN AGREEMENT, WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

b. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY IN THIS SECTION 7 DO NOT APPLY IN THE CASE OF: (A) AN INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY OR ITS AFFILIATES' INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (B) A BREACH OF SECTION 9 ("CONFIDENTIAL INFORMATION"), OR (C) ANY LIMITATION OR EXCLUSION, TO THE EXTENT NOT PERMITTED BY APPLICABLE LAW.

## **8. Term and Termination.**

a. Term of the Agreement. The term of this Agreement will commence on the Effective Date and will continue until the end of the current calendar year (i.e., December 31 of that year) (the "Program Year"). Each Program Plan Agreement will specify its applicable term. At the end of each Program Year, this Agreement will automatically renew on an annual basis, unless GED or Participant otherwise provides at least thirty (30) days prior written notice to the other Party of its intent to

terminate this Agreement. If this Agreement renews, GED may review Participant's status and qualifications against the Program Guide requirements then in effect and adjust or terminate Participant's status in any applicable Ecosystem and Channels Program for the subsequent Program Year. GED has the right to terminate this Agreement and Participant's enrollment in the Ecosystem and Channels Program upon written notice to Participant if Participant has not entered into a Program Plan Agreement by the date that is one (1) year after the Effective Date.

b. Termination for Cause. Either Party may terminate this Agreement or any Program Plan Agreement effective upon written notice to the other Party, if the other Party commits a material breach of any of its duties, obligations, or responsibilities under this Agreement or the applicable Program Plan Agreement and fails to cure such breach within thirty (30) days after written notice specifying the breach.

c. Immediate Termination by GE. GED may, in its sole discretion, terminate this Agreement immediately upon written notice to Participant: (a) for any breach by Participant of its obligations related to Section 4 ("Compliance"), (b) if Participant undergoes a Change of Control, or (c) if Participant files or has filed against it a petition in bankruptcy not dismissed in 90 days, has a receiver appointed to manage its assets or business, admits that it is insolvent or unable to pay debts as they mature, or ceases to carry on business in the ordinary course.

d. Effects of Termination of Expiration. Upon termination of this Agreement (and all Program Plan Agreements), all Ecosystem and Channels Program benefits and all rights and licenses granted hereunder to Participant will terminate immediately. Each Program Plan Agreement may be terminated under its own terms without affecting this Agreement or other Program Plan Agreement then in effect. No additional Program Plan Agreements may be entered into after the termination of this Agreement but Program Plan Agreements then in effect will continue in accordance with their respective terms. Immediately upon termination of this Agreement and all Program Plan Agreements, Participant will (i) cease all use of the GE Marks; (ii) cease all access to the Alliance Community; and (iii) return, delete, or destroy all copies of any GE Confidential Information under Participant's control. No termination of this Agreement will release a Party from any obligation which has accrued or become payable at or prior to the date of termination. Upon termination of this Agreement, the following provisions will survive: 1, 5.a, 5.b, 6, 7, 8d, 9 and 10.

## **9. Confidential Information.**

a. Confidentiality Obligations. From time to time, either Party or its Affiliates (the "Disclosing Party") may disclose or make available to the other Party or its Affiliates (the "Receiving Party"), in writing, Confidential Information. Each Party agrees that during the term of this Agreement: (i) it will use Confidential Information belonging to the Disclosing Party solely for the purposes of this Agreement and any applicable Program Plan Agreement and for no other purpose; and (ii) it will take all reasonable precautions to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, representatives, Affiliates, or agents on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party's written consent. These confidentiality obligations will expire five (5) years after the termination or expiration of

this Agreement. The Receiving Party will be responsible for any breach of this Section 9 by its employees, representatives, Affiliates, and agents. Upon request of a Disclosing Party, the Receiving Party will deliver to the Disclosing Party or destroy all copies of the Disclosing Party's Confidential Information. The Receiving Party agrees to certify in writing to the Disclosing Party that it and each of its Affiliates has performed the foregoing.

b. Required Disclosures. The confidentiality obligations described in this Section 9 will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

## **10. General.**

a. Publicity. Participant and its Affiliates may not issue any publicity, press release or other public statement about the Ecosystem and Channels Program or Participant's or its Affiliates' membership in the Ecosystem and Channels Program ("Publicity"), without GED's prior written consent. Participant must submit advance copies of any proposed Publicity for GED's review and prior approval using the contact information stated in the Program Guide.

b. Performance by GED. GED may appoint subdistributors, agents, related companies, partners, system integrators, or independent contractors to host, to perform or otherwise to fulfill its obligations hereunder. GED will be responsible for the performance of such obligations.

c. Independent Contractors. The relationship of GED and Participant established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either Party as the agent of the other Party, or constitute the Parties legally as partners or joint venturers or as creating the relationship of employer and employee, master and servant, franchisor and franchisee, fiduciary, or principal and agent between Participant and GED.

d. Nonexclusive Agreement. This Agreement is nonexclusive in nature and does not restrict either Party (or its respective Affiliates) from competing with the other Party (or its respective Affiliates), subject to confidentiality obligations described in Section 9.

e. Governing Law; Venue. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, excluding its principles of conflict of laws. The Parties hereby submit to the exclusive venue and jurisdiction in the state and federal courts having jurisdiction over New York City, New York. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY.

f. Disputes. All disputes, controversies and claims arising under this Agreement (collectively "Disputes") will be notified by the initiating Party to the other Party by written notice. Within 30 days of the written notice, the representatives of each Party responsible for the business relationship will meet to discuss reasonable resolutions of such Disputes. If, within 60 days of such written notice, the Parties are unable to resolve a Dispute, either Party may seek any available remedy in any state or federal court of New York, New York. Notwithstanding the foregoing, either Party may

seek appropriate judicial equitable remedies from the applicable federal or state courts of New York, New York, regarding all Disputes prior to or during the attempts to resolve any Disputes.

g. Assignment. This Agreement and any rights granted to Participant hereunder are personal to and non-assignable by Participant. No rights, or obligations of, or services to be rendered by Participant under this Agreement may be assigned, transferred, or subcontracted to any third party without the prior written consent of GED. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the permitted assigns.

h. Force Majeure. Neither GED or its Affiliates nor Participant or its Affiliates will be liable to the other Party for any delay or failure to perform (except for the failure to pay any monies owed) arising out of causes beyond its reasonable control, including vendor nonperformance, public unrest, government restrictions (including the denial or cancellation of any export, import or other license) or natural disasters. GED and Participant will both use reasonable efforts to mitigate the effect of a force majeure event. If any force majeure event continues for more than 90 days, either GED or Participant may terminate this Agreement upon written notice.

i. No Waiver; Amendment; Severability. No delay or failure in exercising any right hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement will constitute consent to any prior or subsequent breach. The terms and conditions of this Agreement may not be amended, waived, or modified, except in writing signed by both Parties. If any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

j. Notice. Any notice required under this Agreement will be provided to the other Party in writing. GE will send such notice to Participant to the address or email provided by Participant during the application process or subsequently (as may be updated by Participant using one of the means provided by GED for updating contact information) or posted as a general notice to the Alliance Community and shall be effective upon the date sent or posted. Participant will send such notice to GED to the following address (as may be updated by GED from time to time upon notice to Participant):

GE Digital  
2700 Camino Ramon  
San Ramon, CA 94583  
Attn: Legal  
Email: [contracts.software@ge.com](mailto:contracts.software@ge.com)

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