# **GE Limited Availability Software Development License Agreement**

### FOR INTERNAL GE DEVELOPMENT ONLY

GENERAL ELECTRIC COMPANY ACTING THROUGH ITS SOFTWARE CENTER OF EXCELLENCE ("GE") LICENSES THIS SOFTWARE PRODUCT TO YOU SUBJECT TO THE TERMS CONTAINED IN THIS END USER LICENSE AGREEMENT (THIS "AGREEMENT" OR "EULA"). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING, COPYING AND USING THIS COMPUTER SOFTWARE AND THE ACCOMPANYING DOCUMENTATION (THE "SOFTWARE"). THE SOFTWARE IS COPYRIGHTED AND IT IS LICENSED TO YOU UNDER THIS EULA, NOT SOLD TO YOU. BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS EULA, DO NOT INSTALL, COPY OR USE THE SOFTWARE AND RETURN THE PRODUCT TO GE AS DISCUSSED BELOW AND DELETE THE SOFTWARE AND ALL COPIES FROM YOUR COMPUTER.

THIS EULA IS A LEGAL AGREEMENT CONCERNING THE SOFTWARE BETWEEN YOU, AS EITHER AN INDIVIDUAL OR A SINGLE BUSINESS ENTITY AND GE. THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH GE RELATING TO THE SOFTWARE. IF YOU RECEIVED THIS SOFTWARE FROM ANY SOURCE OTHER THAN THE GE SOFTWARE CENTER OF EXCELLENCE, OR YOU ARE NOT PART OF A GE SUBSIDIARY OR AFFILIATE, YOUR ACCESS TO THIS CODE IS NOT PERMITTED UNDER THIS LICENSE, AND YOU MUST DELETE THE CODE AND ANY COPIES FROM YOUR SYSTEMS.

### **Assent to Be Bound**

By clicking the "I accept the terms..." checkbox on the download page, by executing a written copy of this Agreement, or by installing, copying or otherwise using this Software, you agree to be bound by the terms of this Agreement. If you do not agree with any term or condition, do not download, order, open, install or use the Software or product package. Contact the Software Center of Excellence at GE to arrange the return of the Software and accompanying materials to GE at no charge to you.

#### LIMITED AVAILABILITY DISCLAIMER

THE LIMITED AVAILABILITY SOFTWARE LICENSED HEREUNDER IS BELIEVED TO CONTAIN DEFECTS AND A PRIMARY PURPOSE OF THIS LIMITED AVAILABILITY LICENSE IS TO OBTAIN FEEDBACK ON SOFTWARE PERFORMANCE AND THE IDENTIFICATION OF DEFECTS. LICENSEE IS ADVISED TO SAFEGUARD IMPORTANT DATA, TO USE CAUTION, NOT TO RELY IN ANY WAY ON THE CORRECT FUNCTIONING OR PERFORMANCE OF THE SOFTWARE AND/OR ACCOMPANYING MATERIALS, AND NOT TO USE THE SOFTWARE IN A PRODUCTION ENVIRONMENT.

## Confidentiality

You agree that, unless otherwise specifically provided herein or on the download page, the Software and the Documentation, including the specific design and structure of individual programs and the Software, provided to you by GE constitute confidential proprietary information of GE. You shall permit only authorized GE users to use the Software or to view the Documentation. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party without the prior written consent of GE. You agree to implement reasonable security measures to protect such confidential information, but without limitation to the foregoing, shall use best efforts to maintain the security of the Software provided to you by GE. You will use your best efforts to cooperate with and assist GE in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

#### Feedback

It is expressly understood, acknowledged and agreed that you shall provide GE reasonable suggestions, comments and feedback regarding the Software, including but not limited to usability, bug reports and test results, with respect to Software testing (collectively, "Feedback"). If you provide such Feedback to GE, you shall grant GE the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback as part of any product, technology, service, specification or other documentation developed or offered by GE or any of its affiliates (individually and collectively, "GE Products"); (ii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any GE Product; (iii) solely with respect to Licensee's copyright and trade secret rights, to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties; and (iv) to sublicense to third parties any claims of any patents owned or licensable by Licensee that are necessarily infringed by a third party product, technology or service that uses, interfaces, interoperates or communicates with the feedback or portion thereof incorporated into a GE Product, technology or service. Further, you represent and warrant that your Feedback is not subject to any license terms that would purport to require GE to comply with any additional obligations with respect to any GE Products that incorporate any Feedback.

#### **Grant of License**

Subject to the terms and conditions of this Agreement, including any restrictions set forth on the download page, GE hereby grants to you a non-exclusive, non-transferable license (without the right to sublicense) (i) to use the Software in accordance with the Documentation solely for purposes of evaluation and internal development and testing, and (ii) to copy Software for archival or backup purposes, provided that all titles and trademarks, copyright, and restricted rights notices are reproduced on such copies.

The rights to sublicense or use Software in a production environment can be obtained through a separate Software License Agreement by contacting Software Center of Excellence Gia Platform Product Management.

#### **Restrictions on Grant**

Except as otherwise specifically permitted in this Agreement, you may not: (a) modify or create any derivative works of any Software or documentation, including translation or localization (it being understood that code written to published APIs (application programming interfaces) for the Software, if any, shall not be deemed derivative works); (b) copy the Software except as provided in this Agreement or elsewhere by GE; (c) separate the Software, which is licensed as a single product, into its component parts; (d) sublicense or permit simultaneous use of the Software by more than one user; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software; (f) redistribute, encumber, sell, rent, lease, sublicense, use the Software in a timesharing, service bureau, or cloud arrangement, or otherwise transfer any rights to the Software to any third party; (g) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product(s); (h) publish any results of benchmark tests run on any Software to a third party without GE prior written consent; (i) use the Software on a system with more CPUs than the number licensed, by more users than have been licensed, on more computers or computing devices than the number licensed, or by more developers than the number licensed, as applicable; or (j) use the Software in a production environment, including for use or access by non-GE users. Notwithstanding clause (e), if you have licensed Gia Core Kernel from GE under this Agreement, you may reverse engineer Gia Core Kernel (but for the avoidance of doubt no other part of the Software) for the sole purpose of debugging modifications you may make to the Hibernate or Infinispan libraries, solely to the extent required by the Lesser GNU Public License 2.1; provided that GE shall have no obligation to support any such reverse engineering, any product or derivative of such reverse engineering, or any use of Gia Core Kernel with any modified version of the Hibernate or Infinispan libraries.

### **Additional Software**

- I. Open Source and Third Party Software. Use of some open source and third party software applications or components included in or accessed through the Software may be subject to other terms and conditions found in a separate license agreement, terms of use or "Read Me" file located at the download page.
- II. The Software is accompanied by additional software components solely to enable the Software to operate as designed. Licensee is not permitted to use such additional software independently of the Software unless Licensee secures a separate license for use from the named vendor.

### **Limited Availability Software Product Support**

GE is under no obligation to provide technical support under the terms of this Limited Availability Software Development license, and provides no assurance that any specific errors or discrepancies in the Software will be corrected.

Development and production support of the Software can be obtained through formal project or business engagement with Software Center of Excellence at GE, covered by a separate Software License Agreement.

# **Ownership and Copyright of Software**

Title to the Software and all copies thereof remain with GE and/or or its suppliers. Except as specified on the download page, the Software is copyrighted and is protected by United States copyright laws and international treaty provisions. Licensee will not remove copyright notices from the Software. Licensee agrees to prevent any unauthorized copying of the Software. Except as expressly provided herein, GE does not grant any express or implied right to you under GE patents, copyrights, trademarks, or trade secret information.

### **Term of This Agreement**

Your rights with respect to the Limited Availability Software will terminate six months after the last date you receive the Software or any update. Notwithstanding the foregoing, either party may terminate this Agreement at any time for any reason or no reason by providing the other party advance written notice thereof. Upon any expiration or termination of this Agreement, the rights and licenses granted to you under this Agreement shall immediately terminate, and you shall immediately cease using, and will return to GE (or, at GE's request, destroy), the Software, Documentation, and all other related tangible items in your possession or control that are proprietary to GE or contain GE's confidential information. In the event of any expiration or termination of this Agreement, its Confidentiality provision, disclaimers of GE's representations and warranties, and limitations of GE's liability shall survive.

### Disclaimer

THE SOFTWARE AND DOCUMENTATION ARE LICENSED "AS IS", AND GE DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE EXTENT AUTHORIZED BY LAW. WITHOUT LIMITATION OF THE FOREGOING, GE EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM YOUR USE OF THE SOFTWARE. YOU SHALL BEAR THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SOFTWARE.

#### **Limitation of Liability**

Provision of any Software under this Agreement is experimental and shall not create any obligation for GE to continue to develop, productize, support, repair, offer for sale or in any other way continue to provide or develop Software either to Licensee or to any other party.

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GE BE LIABLE TO YOU OR ANY PARTY RELATED TO YOU FOR ANY REASON UNDER ANY THEORY FOR ANY DAMAGES OF ANY KIND,

INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

# **Export Restrictions**

You acknowledge that Software is of U. S. origin. Recipient agrees to comply with all applicable international and national laws that apply to the Software, including the U. S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

### **Entire Agreement**

This Agreement constitutes the complete and exclusive agreement between you and GE with respect to the subject matter hereof, and supersedes all prior or contemporaneous oral or written communications, proposals, representations, understandings, or agreements not specifically incorporated herein. This Agreement may not be amended except in a writing duly signed by you and an authorized representative of GE.

#### **Miscellaneous Provisions**

The Agreement shall be governed by the law of California, U.S.A., excluding its conflicts of law provisions. Litigation related hereto may be brought only in the federal court sitting in Alameda County, California, or the state courts sitting in Contra Costa County, California. GE and you hereby submit to the personal jurisdiction of these courts, and waive any objection of forum non conveniens or any similar objection. You may not assign any of your rights, or delegate any of your responsibilities, under this agreement without GE's express, written permission. If any provision of this Agreement is determined to be unenforceable by any court of competent jurisdiction, it shall be interpreted to extend to the maximum extent that is enforceable. If no such interpretation is enforceable, such provision shall be deemed struck, and the remainder of the Agreement shall remain in force.