

## **GE VERNOVA ADVANCED RESEARCH CENTER SERVICE ORDER TERMS AND CONDITIONS**

### **(Rev. 12-7 2023) FORM A**

**INTEGRITY STATEMENT:** If you as a supplier become aware of any situation that appears to be inconsistent with GE Vernova Advanced Research Center's ("GVARC") Policy to maintain lawful and fair practices in its supplier relationships, you may write to our Ombudsman at: GE Vernova Advanced Research Center, 1 Research Circle, Niskayuna, NY 12309.

**1. ACCEPTANCE AND TERMS AND CONDITIONS:** (a) Seller accepts this Order and any changes by signing the acceptance copy and returning it to GEVARC. Commencement of the services called for by this Order in the absence of Seller's written acknowledgment shall be deemed acceptance of this Order. (b) By acceptance of this Order, Seller agrees to be bound by and to comply with all the terms and conditions of this Order, including any supplements, and all specifications and other documents referred to in this Order. (c) This Order does not constitute an acceptance by GEVARC of any offer to sell, quotation, or proposal. Reference in this Order to any such offer to sell, quotation, or proposal shall not constitute a modification of any of the terms and conditions of this Order. **ANY ATTEMPTED ACKNOWLEDGMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON GEVARC UNLESS SPECIFICALLY ACCEPTED BY GEVARC IN WRITING, which under this Order shall not include email, AND GEVARC HEREBY REJECTS ANY SUCH PROPOSED MODIFICATIONS.** (d) Any acceptance, approval and/or payment made by GEVARC in connection with work hereunder, shall not relieve Seller of the responsibility for completeness, timeliness, accuracy, fitness and quality of performance.

**2. PRICES and PAYMENT:**

2.1 All prices are firm and shall not be subject to change. Seller's price includes all payroll, occupational, and value added taxes not recoverable by GEVARC, as well as any other taxes, fees and/or duties applicable to the goods and/or services purchased under this Order; provided, however, that Seller must separately identify on Seller's invoice any state and local sales, use, excise and/or privilege taxes, if applicable, will not include such taxes in Seller's price. If Seller charges GEVARC with any value added or similar tax, Seller shall ensure such taxes are invoiced to GEVARC in accordance with applicable rules so as to allow GEVARC to reclaim such value-added and/or similar tax from appropriate government authorities. Neither party is responsible for taxes on the other party's income or the income of the other party's personnel or subcontractors. If no firm or other price appears, no payment in excess of any monetary limitation appearing on the face of the Order shall be permitted without the prior written approval of GEVARC. Pricing shall not be adjusted without prior written approval of GEVARC.

2.2 Payment terms are stated on the face of the Purchase Order. Unless otherwise stated on the face of this Order, payment terms are due net one hundred and twenty (120) days from the Payment Start Date. The Payment Start Date is the later of 1) the delivery date identified on the Order, (2) the received date of the goods and/or services in GEVARC's receiving system or (3) the date of receipt of valid invoice by GEVARC. Seller's invoice shall in all cases bear GEVARC's Order number. GEVARC shall be entitled to reject any invoices failing to note GEVARC's Order number or that are otherwise inaccurate. Any resulting delay in payment shall be Seller's responsibility. Seller warrants it is authorized to receive payment in the currency stated in this Order.

2.3 Seller agrees it shall ensure that GEVARC receives the status of a most-favored customer with respect to matters of pricing for services sold hereunder. If Seller agrees to more favorable terms to any of its other customers at the time of negotiations, or during the term of this Agreement, Seller will, within thirty (30) calendar days, notify GEVARC in writing and ensure GEVARC receives these more favorable pricing terms for all Services provided hereunder retroactive to the date of such offer - and for so long as those terms are offered to other customers. Upon such notice, this Agreement will be deemed by all parties to have been amended to incorporate all such favorable changes - excepting any changes as may be rejected in writing by GEVARC. Seller agrees to provide GEVARC with certification of compliance with this clause, completed by an authorized Seller official, upon request by GEVARC.

**3. DEFAULT:** Time is of the essence with this Order. In the event Seller for any reason anticipates difficulty in complying with the required service schedule, or any other obligations under this Order, Seller shall promptly notify GEVARC in writing. Except in instances of delay due to causes beyond the reasonable control and without the fault or negligence of Seller or its suppliers, direct and indirect at every subcontract level, GEVARC may by written notice of default to Seller (a) terminate the whole or any part of this Order if: (1) Seller fails to perform within the time specified herein or any extension thereof; or (2) Seller fails to perform any other provisions of this Order or instructions of GEVARC, or fails to make progress as to endanger performance of this Order in accordance with its terms, and in either circumstance does not cure such failure within a period of ten (10) days or longer period as GEVARC may authorize in writing after receipt of notice from GEVARC specifying such failure; and (b) procure, upon such terms as it shall deem appropriate, supplies and services similar to those so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to GEVARC for any excess costs for such similar supplies or services. If it is determined that

GEVARC has improperly terminated this Order for default, such termination shall be deemed to be a Termination for Convenience. As an alternate remedy, and in lieu of termination for default, GEVARC, at its sole discretion, may elect to (1) extend the Order schedule and/or (2) waive other deficiencies in Seller's performance, in which case an equitable reduction in the purchase price shall be negotiated. The rights and remedies of GEVARC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order.

**4. TERMINATION FOR CONVENIENCE:** GEVARC may terminate all or any part of this Order at any time by written notice to Seller. Upon termination, GEVARC and Seller shall negotiate termination charges which will compensate Seller for costs reasonably incurred prior to the date of termination, including profit of such costs, which will be identified by Seller within 30 days of termination.

**5. WARRANTIES:** Seller warrants that (a) all goods and/or services sold pursuant hereto will be free of any claim by any third person and that Seller will convey clear title to GEVARC; (b) all services furnished hereunder shall be performed by technically competent and qualified personnel in a safe and workmanlike manner, shall conform to the requirements of this Order including any specifications attached or referenced herein, shall be performed in accordance with the highest generally accepted professional standards associated with the particular industry or trade and shall be fit for the purpose intended; (c) all goods sold pursuant hereto will be of new (unless expressly specified otherwise) merchantable quality, free from defects in design, workmanship and materials, fit for the particular purpose(s) for which purchased and provided in strict accordance with the specifications, samples, drawings, designs and other requirements (including performance specifications) approved or adopted by GEVARC; and (d) Seller has all required permits and licenses necessary to perform the Services and that its Services will conform with all applicable permits and licenses. Copies of such permits or licenses shall be provided to GEVARC upon request. Seller will promptly notify GEVARC in writing in the event any permit or license related to Seller's authorization to perform hereunder is revoked or expired. All warranties contained in this Order shall be effective for a period of not less than one year after acceptance of all of the goods and/or services delivered and/or performed hereunder. In the event of any nonconformance with any warranty applicable to this Order, Seller shall correct such nonconformance, and any damage resulting therefrom, at its cost and to GEVARC's satisfaction. GEVARC shall not be billed for any task(s) performed unsatisfactorily or defective parts, materials and equipment and shall be reimbursed within thirty (30) days by Seller upon demand of GEVARC if an invoice has been previously paid for such improper or defective work or goods. All expenses (including, but not limited to, shipping, manufacturing and labor expenses) incurred by GEVARC in the exercise of its rights hereunder, at law or in equity, shall be reimbursed by the Seller.

**6. GEVARC'S PROPERTY:** (a) Except as provided in Paragraph (b) below, unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by GEVARC or specially paid for by GEVARC, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of GEVARC. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of GEVARC Vernova Advanced Research Center" and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for GEVARC's property and shall not use such property except in filling GEVARC Orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to GEVARC and shall be subject to removal at GEVARC's written request, in which event Seller shall prepare such property for shipment and shall redeliver to GEVARC in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense. (b) With respect to property furnished to Seller by the U.S. Government, the Government has the right to authorize use of such property on other Government contracts. GEVARC's property shall further include GEVARC's software, technical data, know-how and any intellectual property rights that may be provided to the Seller pursuant to the execution of this Order, which property is to be returned to GEVARC at the termination (by reason of completion or otherwise) of this Order. All samples, if any, supplied by GEVARC to the Seller must be used only for the purpose of this Order and for no other purpose. The Seller shall not reverse-engineer, deconstruct or chemically analyze the composition of the samples without express written permission of GEVARC. Upon completion of the Order, the Seller shall return or certify the destruction of all samples, including scrap, to GEVARC upon written request.

**7. CHANGES:** GEVARC may at any time, in writing, make any changes within the general scope of this Order. If any such changes cause an increase or decrease in cost or time required for performance under this Order, an equitable adjustment shall be made in the contract price and/or completion date and the Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Seller of the notification of change; provided, however, that GEVARC, if it so chooses, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Any change in this Order shall be authorized only by a duly executed Order Amendment hereto.

**8. NON-ASSIGNMENT:** Assignment of this Order or any interest herein without written consent of GEVARC shall be void.

**9. SET-OFF:** GEVARC shall be entitled at all times to set-off any amount owed at any time by Seller to GEVARC or its affiliates against any amount payable at any time by GEVARC. **10. COMPLIANCE WITH**

LAWS:

*10.1 General.* Seller represents, warrants, and certifies that it will comply with applicable federal, state, provincial or local law, regulation, directive or ordinance and all lawful Orders, rules, and regulations issued thereunder, in the country of intermediate and/or final delivery of goods or provision of services, including without limitation those regarding environmental health and safety and records retention. If failure to adhere to the requirements of this Article 10 ("Compliance with Laws") results in work stoppage, or additional cost to GEVARC, then the supplier will reimburse GEVARC for the value of the additional work performed. Seller shall also comply with good industry practices, including the exercise of that degree of skill, diligence, and prudence reasonably expected from a competent and lawful Seller engaged in the same type of trade under similar circumstances. No forced or prison labor, or labor in violation of minimum working age law in the country of manufacture, may be used in connection with this Order. If such labor is determined to have been used in connection with this Order, GEVARC shall have the right to immediately terminate the Order without further compensation. Seller agrees to cooperate fully with any inspection efforts of GEVARC intended to verify Seller's compliance with this Article. Seller agrees to provide at GEVARC's request certifications of any applicable legal requirements or to update any and all certifications, representations and warranties under this Order, in form and substance satisfactory to GEVARC.

*10.2 EHS/MBE/WBE.* (a) Seller represents, warrants, and certifies that it will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality; and, has established an effective program to ensure any suppliers it uses under this Order will be in conformance with this Order. In addition, Seller shall comply with any provisions, certifications (including updates), representations, agreements or contract clauses required to be included or incorporated by reference or operation of law in the Order dealing with applicable provisions of the following laws and related regulations: i) Equal Opportunity (Executive Order 11246 as amended by Executive Orders 113575 and 10286); ii) Employment of Veterans (Executive Order 11701); iii) Employment of the Handicapped (Executive Order 11758 as amended by Executive Order 11867); iv) Employment Discrimination Because of Age (Executive Order 11141); v) Utilization of Disadvantaged and Business Enterprises (Executive Order 11625, Public Law 95-507); vi) Occupational Safety and Health Act (OSHA) including OSHA regulations 29 CFR 1910.1200 accompanied by a completed Material Safety Data Sheet (OSHA Form 20) and mandated labeling information and vii) Section 211 of the Energy Reorganization Act, 10 CFR 50.7 (Employee Protection) and 29 CFR 24.2 (Obligations and Prohibited Acts) prohibiting discrimination against employees for engaging in "protected activities", which include reporting of nuclear safety or quality concerns, and Seller shall immediately inform GEVARC of any alleged violations or related investigations or notices of filing of complaints. Seller shall also comply with regulations governing the packaging, marking, shipping and documentation of hazardous material including those specified pursuant to 49 CFR, IMO and IATA. Seller certifies that, with respect to Orders exceeding \$10,000, it is in compliance with requirements for non-segregated facilities set in 41 CFR Chapter 60-1.8. Seller agrees to provide small and/or minority (including women)-owned business utilization and demographic data upon request. Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to GEVARC is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 USC 2601 et seq), the Federal Hazardous Substances Act (P.L. 92-516) as amended, the European Inventory of Existing Commercial Chemical Substances (EINECS) as amended or the European List of Notified Chemical Substances (ELINCS) and lawful standards and regulations thereunder, or equivalent lists in any jurisdiction to which GEVARC informs Seller goods will likely be shipped. Goods sold or transferred to GEVARC will not include arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium or chemicals restricted under the Montreal Protocol unless GEVARC agrees in writing. Seller represents that goods were or will be produced in compliance with the Fair Labor Standards Act of 1938, as amended, including Section 12 (a).

(b) Supplier warrants that any and all products containing steel or steel raw stock, e.g., sheet or bar, ("Steel Products") supplied by Seller pursuant to this Purchase Order does not contain any "Hazardous Materials" or "Hazardous Substances" as defined by the U.S. Department of Transportation, the U.S. Environmental Protection Agency, or the U.S. Occupational Safety and Health Administration. Supplier further warrants that it has obtained such Steel Products from a North American steel supplier or vendor that maintains written policies and procedures requiring the scanning and/or monitoring of such Steel Products for radioactive content.

*10.3 Anti-Dumping.* Seller represents, warrants, and certifies that no services performed hereunder will give rise to the imposition of new anti-dumping or countervailing duties under United States law (19 U.S.C. Sec. 1671 et seq.), European Union (Council Regulation (EC) No. 384/96 of December 22, 1995 and Commission Decision No. 2277/96/ECSC of November 28, 1996), or the law of any other country to which goods may be exported. To the full extent permitted by law, Seller will indemnify, defend and hold GEVARC harmless against any costs or expenses (including any countervailing duties which may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed) arising out of or in connection with any breach of this warranty. In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered from Seller, GEVARC may terminate this Order with no further liability of any nature to Seller hereunder. In the event that any jurisdiction imposes punitive or other tariffs on goods or services subject to this Order as an "escape clause" remedy, or for any other reason, GEVARC may opt to treat such increase in

duties as a condition of force majeure.

**10.4 Importer of Record and Drawback.** If goods are to be delivered DDP (INCOTERMS 2000) to the destination country, Seller agrees that GEVARC will not be a party to the importation of the goods, that the transaction(s) represented by this Order will be consummated after importation and that Seller will neither cause nor permit GEVARC's name to be shown as "importer of record" on any customs declaration. Seller also confirms that it has Non-Resident importation rights, if necessary, into the destination country with the knowledge of the necessary import laws. If Seller is the importer of record into the United States for any goods or services, including any component parts thereof, associated with this Order, Seller shall provide GEVARC required documentation for Duty Drawback purposes which includes, but is not limited to, Customs Form 7552 entitled "Certificate of Delivery" properly executed as well as Customs Form 7501 "Entry Summary" and a copy of Seller Invoice.

**10.5 Export Control Compliance.** (a) In the event Seller transfers material, data, and Proprietary Information of any type, Seller shall be responsible for knowledge of and compliance with all applicable export laws and regulations of the country from which Seller transfers such data. The Seller hereto agrees that such compliance shall include that none of the material, data and Proprietary Information, nor the direct product of such material, data and Proprietary Information will be exported or re-exported directly or indirectly if prohibited by law. Seller hereto agrees that no GEVARC Proprietary Information, material and data arising under this Order, nor the direct product of such, will be transferred directly or indirectly, to any third party, or exported or re-exported without express written authorization of GEVARC. (b) Seller will comply with all applicable export and import (customs) laws and regulations of all countries involved. Violation of any such laws or regulations by Seller will be cause for immediate termination by GEVARC. Seller agrees to indemnify GEVARC for any costs incurred as a result of the Seller's failure to meet the obligations of this Article. (c) In connection with performance of any work under this ORDER, Seller, at its own cost, shall be responsible for: (1) determining the extent to which any government-funded intellectual property will be used; (2) and if so, obtaining on behalf of GEVARC a license under which the government shall grant GEVARC the unlimited right to use such intellectual property; determining whether, and the extent to which, export licenses are required, under this Order from Seller's country to GEVARC; and obtaining the required export licenses. (d) All of GEVARC'S obligations under this Order are conditional upon the issuance of intellectual property and/or export licenses by the government granting GEVARC the right to use such government-funded intellectual property and/or to export from Seller's country all deliverables, whether tangible or intangible, under this Order.

**10.6** In response to Section 404 of the Sarbanes-Oxley Act of 2002 (the "Act"), GEVARC requires that Seller certify compliance with Section 404 of the Act of 2002. Seller agrees to certify and ensure compliance with the Act and that Seller upon request and in a manner specified by GEVARC, will supply to GEVARC documents attesting that Seller has in place effective controls tested by a third party, such as an outside auditor, that monitor and ensure compliance with Section 404 of the Act.

**11. INDEMNIFICATION:** Seller assumes full responsibility for and agrees to save, indemnify, defend and hold harmless GEVARC from any and all claims, losses, liabilities, damages to property, injuries (including, but not limited to, death) to persons (including, but not limited to, employees of Seller and GEVARC), fines, penalties (stipulated or otherwise), fees (including, but not limited to, legal fees), and all other costs and expenses of whatsoever kind or nature caused by, arising out of, or in any way resulting from, acts or omissions or misconduct or failure of Seller, its directors, officers, employees, agents, subcontractors and/or sub vendors at any tier, unless resulting from GEVARC's sole negligence. Seller shall, upon notice, defend, indemnify and hold GEVARC harmless against any claim, suit or proceeding based on a claim that any information, design, software, data, instruction, or material ("material") furnished under this Order constitutes an infringement of any patent, copyright, or other proprietary right of any third-party, Seller shall pay all damages and costs awarded therein and associated therewith. In the event said material is believed by GEVARC to infringe or is enjoined by suit, Seller shall at its own expense and option: (a) procure for GEVARC and its Customers the right to continue using said material; (b) replace the infringing material with conforming, non-infringing equivalents; or (c) modify the material so it conforms to the requirements of this Order and becomes non-infringing. However, upon Seller's showing of an inability to GEVARC's satisfaction to do any of the foregoing, Seller shall, at GEVARC's option, remove said material and refund any fees paid by GEVARC for the infringing material and the development, transportation, and installation thereof.

**12. INSURANCE:** Seller, including subcontractors as required, shall obtain and maintain for the duration of any work under this Order the following insurance to be issued by insurance carriers with a minimum A.M. Best's rating of A-: VII, or S&P A, or better and licensed to provide insurance in the jurisdiction in which work is to be performed, with minimum limits as set forth below: Commercial General Liability insurance (including Contractual Liability coverage insuring the liabilities assumed herein) with minimum limits of liability of not less than \$5,000,000 each per occurrence for bodily injury (including death) and property damage; Automobile Liability and Employers' Liability insurance with minimum limits of liability of not less than \$5,000,000 per occurrence on a single limit basis; all of which limits may be achieved in combination with limits from Excess and/or Umbrella Liability insurance; and any insurance required by applicable law. At GEVARC's sole option and cost, Seller shall procure Contractor Pollution Coverage insurance covering loss or damage associated with environmental hazards arising out of or in connection with the Services with minimum limits of liability of

\$1,000,000. Seller agrees to name GEVARC as an additional insured on all the above-mentioned policies. At GEVARC's request, Seller shall furnish to GEVARC a Certificate of Insurance completed by its insurance carrier(s) certifying that the required insurance coverages are in effect and will not be canceled or materially changed until thirty days after prior written notice has been delivered to GEVARC, and GEVARC reserves the right to withhold payment until such requested Certificates of Insurance have been provided. It is the intent of both Parties that Seller's insurance be primary to any insurance owned or secured by GEVARC. Nothing in this Article shall be taken as limiting Seller's liability to GEVARC or any other party.

**13. WORK ON GEVARC OR ITS CUSTOMER'S PREMISES/NETWORK:** If Seller's work under the Order involves operations by Seller on the premises of GEVARC or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to persons or damage to property during the progress of such work, and except to the extent that any such injury or damage is due solely to GEVARC's or its Customer's negligence, shall defend and indemnify GEVARC against any claim which may result in any way from any act or omission of Seller, its agents, employees or subcontractors. To the extent permitted by applicable law, Seller shall, through the utilization of an authorized background checking agency, perform background checks as set out in GEVARC Research Contingent Worker Background Check Requirement which can be found at <https://www.governova.com/research/sourcing>, prior to (i) stationing any Seller personnel to perform Services at any GEVARC location, facility, or work site (for purpose of clarity, "stationing" shall not include GEVARC-escorted visits to such locations, facilities, or work sites); (ii) granting access to GEVARC networks (i.e., having a GEVARC issued single sign-on account) to Seller personnel to perform the Services and/or provide the Deliverables; (iii) assigning Seller personnel to duties that are directly related to the safe operation or security of a GEVARC facility or piece of equipment and which, if not performed properly, could cause a serious environmental, health or safety hazard to employees or the general public; or (iv) assigning Seller personnel to a GEVARC worksite that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive; and after securing appropriate written authorization from such Seller personnel.

**14. INSOLVENCY:** If Seller ceases to conduct its operations in the normal course of business, including inability to meet obligations as they mature, or if any proceeding under bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by Seller, GEVARC may terminate this Order without liability, except for services previously performed, or goods previously delivered, covered by this Order.

**15. SELLER'S CONFIDENTIAL OR PROPRIETARY INFORMATION:** Any knowledge or information which Seller shall have disclosed or may hereafter disclose to GEVARC, and which in any way, relates to the goods or services covered by this Order and GEVARC's Material Schedule, shall not, unless otherwise specifically agreed to in writing by GEVARC, be deemed to be confidential or proprietary information, and shall be acquired by GEVARC, free from any restrictions (other than a claim for patent infringement), as part of consideration for this Order.

**16. GEVARC'S INFORMATION:** Seller shall keep confidential any technical, process or economic information first generated by Seller in the performance of this Order or provided by GEVARC or derived from samples, drawings, specifications and other data furnished by GEVARC in connection with this Order and shall not directly or indirectly divulge, such information for the benefit of any other party without obtaining GEVARC's prior written consent (and, if applicable, the consent of the U.S. Government). Except as required for the efficient performance of this Order, Seller shall not use such information or make or permit copies to be made of such information without prior written consent of GEVARC. If any reproduction is made with prior consent, notice referring to the requirements of this Article shall be provided thereon. Upon completion or termination of this Order, Seller shall promptly return to GEVARC all materials incorporating any such information and any copies thereof, except for one record copy.

**17. ENTIRE AGREEMENT:** This Order, with such documents as are expressly incorporated herein by reference, is intended by the parties as a final expression of their agreement with respect to terms as included herein, and is intended as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection.

**18. WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The failure of GEVARC to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provisions or of the right of GEVARC thereafter to enforce each and every such provision.

**19. NON-U.S. PURCHASES:** Seller must provide to GEVARC, via the Packing List and the Customs Invoice (as applicable), the Country of Origin of every good supplied pursuant to this Order, including in sufficient detail to satisfy applicable trade preferential or Customs agreements, if any.

**20. PUBLICATIONS:** Seller agrees that no acknowledgment or information concerning the Order and supplies or services provided hereunder will be made public by Seller without prior written agreement of GEVARC.

**21. EXTRA CHARGES:** No extra charges of any kind will be permitted pursuant to this Order unless specifically

agreed to in writing by GEVARC. Such extra charges include, without limitation, bank and transfer fees, differences in exchange rate, as well as surcharges on raw material or fuel.

**22. MODIFICATION:** This agreement can be modified or rescinded only by a writing signed by both of the parties.

**23. INDUSTRIAL PROPERTY RIGHTS:** Industrial property means all intellectual property including patents, inventions (whether or not the subject of patents or patent applications), copyrights, software, technical data and know-how (whether or not protected as a trade secret); such intellectual property rights do not, however, include trademarks, trade names or service marks. All Industrial Property of GEVARC in existence prior to this Order shall remain the property of GEVARC. All Industrial Property of Seller in existence prior to this Order ("Existing Industrial Property") shall remain the property of Seller. All Industrial Property, other than Existing Industrial Property, first generated by Seller in the performance of this Order ("Generated Industrial Property") shall be the property of GEVARC and Seller shall deliver to GEVARC all data, drawings and other documents or information pertaining to Generated Industrial Property upon completion of the Order; Seller further agrees to execute, or to have executed by appropriate persons, all legal documents necessary to assign intellectual property rights in Generated Industrial Property to GEVARC. Seller grants to GEVARC a right to use any Existing Industrial Property used or incorporated in or necessary for the use of the Generated Industrial Property to the extent necessary to enable GEVARC to use the Generated Industrial Property. GEVARC's rights to use Existing Industrial Property shall include the right to make and have made, use, distribute, sell, import and export, the Existing Industrial Property as it relates to the Generated Industrial Property, and, with respect to Existing Industrial Property subject to copyright protection, the rights to reproduce, prepare derivative works, distribute, perform and display the Existing Industrial Property. This grant to GEVARC of rights to use Existing Industrial Property is perpetual, irrevocable, and worldwide in scope. Seller shall not reverse engineer or otherwise attempt to determine GEVARC's confidential information from any material or information provided to Seller by GEVARC under this Order.

**24. DISPUTE RESOLUTION:**

(a) The parties intend to resolve with finality, all disputes arising under or related to this contract, exclusively as per this Article. This Article shall remain effective even in the event that any party to this Agreement is subject to bankruptcy petition, assignment for the benefit of creditors, or insolvency proceeding.

(b) All disputes and claims arising relating to this contract or the breach, termination or invalidation thereof shall upon written notice, be referred to a senior management representative from each of the parties who will confer in good faith to attempt to resolve the matter. The party sending the first written notice (the "Initial Notice") shall (1) set forth in detail all of its claims or issues in dispute and (2) designate a representative. The other party shall have 5 business days to designate its representative and add additional claims not identified in the Initial Notice. The representatives shall have 30 days from the date of the Initial Notice to resolve the identified issues. If they are unable to do so, either party may seek relief from a court of general jurisdiction located in Albany, New York.

(c) The parties intend all statements made and documents provided or exchanged in connection with this dispute resolution process to be confidential and neither party shall disclose the existence, content, or result of the dispute to third parties other than outside counsel, except with the prior written consent of the other party.

(d) The provisions of this Article shall not modify or displace the procedures specified in Article 4, Termination for Convenience.

**25. RECORDS:** Unless this Order is totally priced on a firm fixed price basis, Seller shall maintain complete and accurate time records, supplier invoices, expense receipts and supporting data, and other evidence related to this Order in accordance with generally accepted accounting practices. All materials shall be preserved until the expiration of two years from the completion of performance by Seller. GEVARC shall have the right at any time during normal business hours to examine such records, which may include an evaluation of cost and fee data related to this Order. Adjustments in favor of GEVARC arising from any audit performed by GEVARC shall be recognized as an adjustment of any future payment due Seller or, if no future payment is due Seller, Seller shall pay the amount of any such adjustment to GEVARC within thirty (30) days after completion of the audit.

**26. INDEPENDENT CONTRACTOR:** Seller is and shall remain for all purposes an independent contractor, and it shall have no power, nor shall it represent that it has any power, to bind GEVARC or to assume or create any obligation, expressed or implied, on behalf of GEVARC.

**27. KEY PERSONNEL:** At GEVARC's request Seller shall immediately and permanently remove from any tasks any individuals provided by Seller whom GEVARC considers incompetent, unsatisfactory or undesirable to GEVARC. If key personnel are designated in the work description, Seller shall assign the designated personnel to the work under this Order, unless otherwise agreed by GEVARC. If any key personnel become unavailable for reasons beyond Seller's control, Seller shall immediately notify GEVARC and secure GEVARC approval for substitution(s).

**28. SELLER'S TESTIMONY:** Upon GEVARC's written request, Seller shall provide testimony on behalf of GEVARC for any local, state or federal court or administrative agency concerning all or part of the work performed hereunder by Seller. GEVARC shall pay Seller for this testimony at Seller's standard hourly rate (without premium) in effect at the time for personnel provided testimony.

**29. SURVIVAL OF TERMS:** Those provisions of the Order which by nature may be incapable of being performed or enforced prior to expiration or termination of the Order, or which suggest partial performance or enforcement

following such expiration or termination, and in particular Articles 5, 6, 11, 12, 13, 16, 20, 23, 24, 25, 26, 30, and 35, shall survive any such expiration or termination of this Order.

**30. GEVARC'S REMEDIES:** All rights and remedies provided for herein are not exclusive and all rights and remedies of GEVARC hereunder, at law or in equity, shall be cumulative and may be exercised singly or concurrently.

**31. INTERNATIONAL OFFSET:** All offset/industrial participation credit value which may result from this Order can be applied to current or future offset/industrial participation programs and shall be the sole property of GEVARC. Seller agrees at GEVARC's request to assist GEVARC in obtaining such credits.

**32. PROPER BUSINESS PRACTICES:** Seller shall act in a manner consistent with GEVARC's integrity policies, a copy of which is available on request to Seller, all laws concerning improper or illegal payments and gifts or gratuities, and agrees not to pay, promise to pay or authorize payment of any money or thing of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Further, in the execution of its obligations under this Order, Seller shall take the necessary precautions to prevent injury to persons or to property.

**33. RESERVED**

**34. INSPECTION:** All goods and materials related in any way to the services provided under this Order shall be subject to inspection and test upon reasonable notice by GEVARC and its customer or representative at all times and places, including sites where the materials and services are created or performed, whether at Seller's premises, Seller's supplier's premises or elsewhere, to assess: 1) work quality; 2) conformance with GEVARC's specifications; and 3) conformance with Seller's representations, warranties and covenants. If any inspection or test is made on Seller's or its supplier's premises, Seller, without additional charge, shall provide all reasonable access and assistance for the safety and convenience of inspectors. If specific GEVARC tests, inspections or witness points ("inspections") are included in this Order, the services shall not be performed, nor goods delivered, without an inspector's release or written waiver of inspection with respect to each such point; however, GEVARC shall not be permitted to unreasonably delay performance; and Seller shall notify GEVARC in writing at least twenty (20) days prior to each of Seller's scheduled final and intermediate inspections. GEVARC's final inspection, to include acceptance or rejections, shall be made promptly after performance, except as otherwise provided in this Order. Seller shall provide and maintain an inspection and process control system acceptable to GEVARC and its Customer and shall keep complete records available to GEVARC for three years after completion of this Order. The conduct of or failure to conduct inspections, audits or tests, or the receipt of approvals or consents from GEVARC, pursuant to any Article of this Order, shall not relieve Seller from its obligations nor impose liabilities on GEVARC, unless specifically stated in writing by GEVARC.

**35. PRIVACY AND DATA PROTECTION:** (a) Whenever Seller and/or Seller's personnel/agents, in the performance of this Order, (i) Process Controlled Data or GEVARC Confidential Information, (ii) have access to a GEVARC Information System, or (iii) Process Personal Data, Seller will comply with the applicable requirements of the GEVARC Privacy and Data Protection Appendix

[http://www.gevernova.com/research/policies/downloads/Privacy\\_and\\_Data\\_Protection\\_Appendix\\_20042518.pdf](http://www.gevernova.com/research/policies/downloads/Privacy_and_Data_Protection_Appendix_20042518.pdf)

For the purposes of this Article, "Seller" shall mean Seller and Seller's affiliates, collectively; "Controlled Data" is technical or government information with distribution and/or handling requirements proscribed by law; "GEVARC Confidential Information" is information created, collected, or modified by GEVARC that would pose a risk of causing harm to GEVARC if disclosed or used improperly; "GEVARC Information System" means any systems and/or computers managed by GEVARC, which includes laptops and network devices; "Personal Data" means any information related to an identified or identifiable natural person; and "Process" means to perform any operation or set of operations, whether or not by automatic means, including, but not limited to, collecting, recording, organizing, storing, adapting or altering, retrieving, accessing, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, blocking, erasing, or destroying.(b) Seller shall comply with all applicable laws relating to the use, dissemination and disclosure of individually identifiable health information, and shall not transfer to GEVARC any data that have not been de-identified within the meaning of the Federal Privacy rule 45 C.F.R. § 164.514.

**35. GOVERNING LAW AND LANGUAGE:** This Order is to be interpreted, governed, and enforced in accordance with the laws of New York State, U.S.A., without reference to choice of law provisions thereof. The parties hereby exclude application of the United Nations Convention on Contracts for the International Sale of Goods.