



GlobalCare Support Renewal

Customer Contact:

Customer Name: CITY OF ANN ARBOR

Customer Number: 10176400

GlobalCare Renewal Date: Sep 24, 2016 GlobalCare Renewal Price in USD:\$26,885.55

Your annual *GlobalCare Support* software maintenance is due for renewal, as detailed in the attached Quote. Please follow the below steps to ensure uninterrupted coverage in benefits, including access to, and right to deploy, new product versions / releases, as well as continued access to GlobalCare technical support.

Action required to ensure timely renewal of GlobalCare Support:

- 1) Verify your records against the attached renewal quote. If you have questions, please contact the GlobalCare Renewal Associate as referenced on the quote.
- 2) Confirm your acceptance of the GlobalCare Terms and Conditions attached to the renewal quote.
- 3) E-mail / Fax either a Purchase Order OR this signed acceptance form to the GlobalCare Renewal Associate as referenced on the quote.

Attached Quote, Terms and Conditions Agreed and Accepted By:

Name:	
Printed Name:	
Title:	
Date:	

Thank you for your continued annual investment in GlobalCare Support, and for allowing GE Intelligent Platforms to be part of your business' support solution.

GE Intelligent Platforms, Inc. Page: 1 of 9



Primary SalesPerson Erin Webb

Primary Sales Email

Primary Sales Phone

Inside Sales Person John Gehan

Inside Sales Email jgehan@graymattersystems.com

Remit Payment Only To:	Only To: Send Purchase Order and/or Correspondence to:		BMIQ-02042016-76651	
			Feb 4, 2016	
GE Intelligent Platforms, Inc. P.O. Box 641275	b. Box 641275 c/o GRAY MATTER SYSTEMS	Expiration Date	Sep 23, 2016	
Pittsburgh, PA 15264-1275		Quote Revision	1	
		Currency	USD	
Bill To:	End User:	Customer RFQ		
CITY OF ANN ARBOR 919 SUNSET RD ANN ARBOR, MI 48103-2924 US Bill To CSN: 10176400	CITY OF ANN ARBOR 919 SUNSET RD ANN ARBOR, MI 48103-2924 US End User CSN: 10176400			

Summary Report:

Inside Sales Phone 3617587750

Line No.	License	Quantity	Serial No.	GC End Date	Price
1	ICLIENT	6	3-07506201-003-001 3-07506201-003-002 3-07506201-003-003 3-07506201-003-004 3-05153301-003-001 3-05153301-006-001	Sep 23, 2017	\$3,912.42
2	Legacy Assets	19	200015149 200038424 200080409 200080415 200080404 200081838 200081840 200148694 200148693 200148695 200148698 200080407 200009731 200080401 200148699 200080401 200148699 200080403 100259818	Sep 23, 2017	\$21,241.04
3	IFIX	1	3-05153301-009-001	Sep 23, 2017	\$1,732.09

Total: \$26,885.55

Legacy Asset Report:

Serial #	Part #	Product Description	Comments	Qty	GC End Date	Price
200015149						
	001219040002	Security Key - M4 USB				
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	1732.09
200038424						
	001219040002	Security Key - M4 USB				
	IC647IFPRDVUNLMTM	iFIX Profsnl SCADA Unlimited Development (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	2473.29
200080409						
	001219040002	Security Key - M4 USB		Ì		
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	1732.09
200080415						
	001219040002	Security Key - M4 USB				
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	1732.09
200080400						
	001219040002	Security Key - M4 USB				
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	438.28
200080404						
	001219040002	Security Key - M4 USB				
	IC647IFPRDVUNLMTM	iFIX Profsnl SCADA Unlimited Development (M4 Part)		İ		
		GLOBALCARE		1	Sep 23, 2017	2473.29
200081838						
	001219040002	Security Key - M4 USB				
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	438.28
200081840						
	001219040002	Security Key - M4 USB				
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	1732.09
200148694						
	001219040002	Security Key - M4 USB				
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	438.28
200148693						
	001219040002	Security Key - M4 USB				
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)				
		GLOBALCARE		1	Sep 23, 2017	438.28
200148695						
	001219040002	Security Key - M4 USB				

	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28
200148696					
	001219040002	Security Key - M4 USB			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28
200148698					
	001219040002	Security Key - M4 USB			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28
200080407					
	001219040002	Security Key - M4 USB			
	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	1732.09
200009731					
	001219040002	Security Key - M4 USB			
	27200431001M	Historian v3.1 Standard Server 2500 Points (M4 Key)			
		GLOBALCARE	1	Sep 23, 2017	2812.93
200080401					
	001219040002	Security Key - M4 USB			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28
200148699					
	001219040002	Security Key - M4 USB			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28
200080403					
	001219040002	Security Key - M4 USB			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28
100259818					
	001219040002	Security Key - M4 USB			
	IC647IFCLNTCRNM	iFIX iClient Runtime (M4 Part)			
		GLOBALCARE	1	Sep 23, 2017	438.28

Total \$26,885.55

ATTENTION: Please do not fax or email any export controlled technical data to these fax numbers or email addresses

This Quote does not include any freight charges or applicable taxes. All Items are Commercial items. Please include the Quote Number from this document on your Purchase Order.

GE Intelligent Platforms Terms and Conditions for GlobalCare*

The sale of any GlobalCare services (herein "Product") is expressly conditioned upon the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in Customer's purchase order or similar communication are objected to and will not be binding upon the GE Intelligent Platforms business providing the Product, whether GE Intelligent Platforms, Inc. or its subsidiary (hereinafter "GE"), unless specifically agreed to in writing by GE's authorized representative. Authorization by Customer, whether written or oral, to furnish Product will constitute acceptance of these terms and conditions.

1 Complete Agreement.

- 1.1 These terms and conditions and any other terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, recision, waiver or other change will be binding on GE unless agreed to in writing by GE's authorized representative. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on GE. The invalidity, in whole or part, of any of the foregoing sections or paragraphs of the contract will not affect the remainder of such article or paragraph or any article or paragraph of the contract.
- 1.2 In addition to these Terms and Conditions, the appendices shall apply as follows: (a) the GlobalCare Support Terms and Conditions attached hereto as Appendix A shall apply to the provision of any software maintenance support.

2 Warranty.

- 2.1 <u>Services.</u> GE warrants that services performed will conform to any specifications agreed to by the parties in writing and be performed in a manner consistent with standard commercial practices in the industry. If any failure to meet this warranty appears within ninety (90) days from completion of the services, as applicable, GE will correct any such failure by reperforming any defective portion of the services furnished. If reperformance is not practicable, GE will furnish without charge services in an amount essentially equal to those which, in GE's sole judgment, would have been required for reperformance.
- 2.2 <u>Conditions of Warranty.</u> The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use and maintenance of the Product, the proper design and configuration of the system into which the Product is installed, conformance with any applicable recommendations of GE, and GE's ability to reproduce and observe the claimed defect and (ii) Customer promptly notifying GE of any defects and, as required, promptly making any personnel, Software or computer systems available.
- 2.3 THE WARRANTIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. GE DOES NOT WARRANT ANY EQUIPMENT, SOFTWARE OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED. The warranty remedies set forth herein provide the exclusive remedies for all claims (except as to title) based on failure of, or defect in, Product provided hereunder, whether the failure or defect arises before or during the warranty period, and whether a claim, however instituted, is based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Upon the expiration of the applicable warranty period, all such liability shall terminate.

3 Intellectual Property.

3.1 GE shall retain exclusive rights to its Products, intellectual property rights (including copyrights, trademarks, patents and trade secrets), schematics, logic diagrams, and manufacturing processes, and to all modifications thereto funded by Customer. GE shall retain ownership in and does not convey, nor does Customer or Customer's final customer obtain any right, title, or interest in, Software, specifications or data furnished or developed by GE either prior to or in the performance of Customer's order. No schematics or source code shall be furnished, unless pursuant to a separate license as agreed by GE. Subject to the performance of its obligations hereunder, Customer shall have a license to use GE's intellectual property rights only as they are embodied in the Products and for no other purpose. Customer shall not modify or reverse engineer the Products.

4 Excusable Delays.

4.1 GE shall not be liable for delay due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, terrorism, riot, delays in transportation or car shortages, or inability to obtain or delay in obtaining suitable labor, materials, or facilities, due to causes beyond its reasonable control. In the event of any such delay, the time of performance shall be extended for a period equal to the time lost by reason of the delay.

4.2 In the event GE is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment in addition to extension of the time of performance.

5 <u>Sales and Similar Taxes</u>. In addition to any price specified herein, Customer shall pay, or reimburse GE for, the gross amount of any present or future sales, use, excise, income, value-added or other similar tax applicable to the price, sale, licensing, or furnishing of any Product hereunder, or to their use by GE or Customer, or Customer shall provide GE with evidence of exemption acceptable to the taxing authorities. If Customer fails to provide GE with requested proof of payment or exemption, GE may pay the taxes due and obtain reimbursement from Customer. Customer shall pay all import duties and registration fees arising from the sale, license or furnishing of any Product hereunder.

6 Payments and Financial Condition.

6.1 Unless otherwise agreed to in writing by GE, payment terms are net thirty (30) days from the date of invoice. All payments shall be made without set-off for claims arising out of other sales by GE.

6.2 If the financial condition of Customer at any time does not, in the judgment of GE, justify continued performance on the terms of payment previously agreed upon, GE may require full or partial payment in advance or shall be entitled to terminate the contract and receive termination charges. In the event of bankruptcy or insolvency of Customer or in the event any proceeding is brought against Customer, voluntarily or involuntarily, under the bankruptcy or insolvency laws, GE shall be entitled to terminate the agreement at any time during the period allowed for filing claims against the estate and shall be entitled to payment for its termination charges.

6.3 Payment shall be made in the currency quoted.

6.4 Customer shall pay a monthly late payment charge computed at the rate of 1.5%, or the maximum interest rate permitted by law, whichever is less, on any past due amount for each calendar month (or fraction thereof) that the payment is overdue, and Customer shall pay, indemnify and save GE harmless from any and all costs and expenses of GE's collections efforts including reasonable attorney's fees, and costs associated with compromises and judgments arising therefrom. GE retains a security interest and right of possession in the articles until Customer makes full payment, and Customer agrees to sign documentation at GE's request as reasonably necessary to perfect such interest.

7 Limitations of Liability.

7.1 GE'S LIABILITY ON ALL CLAIMS OF ANY KIND, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ALL LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR THESE TERMS AND CONDITIONS, OR FROM THE PERFORMANCE OR BREACH THEREOF, OR FROM ANY PRODUCT COVERED BY OR FURNISHED UNDER THE CONTRACT OR ANY EXTENSION OR EXPANSION THEREOF (INCLUDING REMEDIAL WARRANTY EFFORTS), SHALL IN NO CASE EXCEED THE CONTRACT PRICE OF THE ITEM GIVING RISE TO THE CLAIM. EXCEPT AS TO TITLE TO ANY EQUIPMENT FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED HEREIN.

7.2 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE, ITS EMPLOYEES AND SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFITS OR REVENUE, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF ANY PROPERTY, COST OF CAPITAL, COST OF PURCHASED POWER, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES AND THE CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE PRODUCT BEING PROVIDED BY GE WILL BE FURNISHED BY THE CUSTOMER TO A THIRD PARTY BY CONTRACT OR RELATE TO A CONTRACT BETWEEN THE CUSTOMER AND A THIRD PARTY, THE CUSTOMER SHALL OBTAIN FROM SUCH THIRD PARTY A PROVISION AFFORDING GE AND ITS SUPPLIERS THE PROTECTION OF THIS AND THE PRECEDING PARAGRAPH 7.1.

7.3 Unless otherwise agreed by the parties in writing, the Customer has sole responsibility for designing and implementing a solution including the Products which will meet all appropriate safety requirements and/or standards. GE disclaims all liability for any damages arising as a result of any non-conformance of the solution of the Customer to safety requirements and/or standards. Products licensed or sold hereunder are not intended for use in any nuclear facility or activity, production of land mines or cluster bombs, or any life-support equipment. GE further disclaims all liability for any damages resulting from dangerous use or misuse of its Products, including use that could result in radiation, chemical and environmental damages, injury and contamination as well as death, personal injury or severe physical damages. Customer shall indemnify GE, its employees and agents from all liability resulting from such use(s), whether based on contract, warranty, tort (including negligence), strict liability or any other legal theory, regardless of whether GE had knowledge of the possibility of such damages or not.

7.4 If GE furnishes Customer with advice or assistance which is not required pursuant to this agreement, the furnishing of such advice or assistance will not subject GE to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

8 Delivery.

8.1 Title to services shall pass pro rata as the services are performed.

9 Export.

- 9.1 Customer agrees to be aware of and comply with U.S. export laws and regulations, and the applicable export laws and regulations of any other country, to ensure that the Products or technology will not be used, sold, transferred, or re-exported in violation of such laws and regulations.
- 9.2 In addition to the representation in paragraph 9.1 above, Customer agrees that it shall not, without prior U.S. government authorization, export, reexport, or transfer Products or technology, either directly or indirectly: 1) to any country subject to a comprehensive U.S. trade embargo or to any resident or national of any such country; 2) to 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; or, 3) to an end-user engaged in any nuclear weapons, chemical weapons, or biological weapons activities.

10 <u>U.S. Government Contracting.</u> If Customer is a U.S. Government entity or elects to sell Products provided hereunder to the U.S. Government or to a contractor selling to the U.S. Government, the following provisions apply: (a) Customer agrees that all Products provided by GE meet the definition of "commercial-off-the-shelf" (COTS) or "commercial item" as defined in FAR 2.101, and that the subparagraph terms of FAR 52.212-5(e) or FAR 52.244-6 (or, for orders from the U.S Government, FAR 52.212-5 and FAR 52.212-4 with tailoring to the extent permitted by FAR 12.302 by replacing all paragraphs except those listed in FAR 12.302(b) with these Terms and Conditions), and (subject to subsection (e) below) DFARS 252.212-7001(c) or DFARS 252.244-7000, whichever are applicable, apply only to the extent applicable to COTS or commercial items and only as appropriate for the dollar value of this order; (b) with regard to any terms related to Buy American Act or Trade Agreements, the country of origin of Products is unknown unless otherwise specifically stated in writing by GE; (c) Customer agrees that any services offered by GE are exempt from the Service Contract Act of 1965 (FAR 52.222-41); (d) Customer agrees that this sale is not funded, in whole or in part, by the American Recovery and Reinvestment Act unless otherwise set forth in a written agreement of the parties; (e) GE makes no representations, certifications or warranties whatsoever with respect to the ability of its Products to satisfy DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals; and (f) Customer is solely and exclusively responsible for compliance with any other applicable statutes or regulations governing sales to the U.S. Government, and GE makes no representations, certifications or warranties whatsoever with respect to the ability of its Products or prices to satisfy any such statutes and regulations other than those contained herein.

11 Termination.

- 11.1 Except as otherwise provided in writing, termination of any Appendix shall terminate these Terms and Conditions only to the extent that they apply to the provision of Product(s) pursuant to such Appendix. Termination of any Appendix shall not terminate any other Appendix or these Terms and Conditions as they may apply to the provision of Product(s) pursuant to other Appendices. Sections 3.1, 5, 7, 9 and 10 shall survive termination of these Terms and Conditions.
- 11.2 Termination of this Agreement and any license hereunder shall neither relieve Customer of its obligation to pay all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

12 General.

- 12.1 GE reserves the right to subcontract any of the work to one or more subcontractors.
- 12.2 The delegation or assignment by Customer of any or all its duties or rights hereunder without GE's prior written consent shall be void.
- 12.3 Any requests for changes shall apply only if GE and Customer agree in writing on the specification of the change and the corresponding changes to pricing and/or schedule.
- 12.4 Any information, suggestions or ideas transmitted by Customer to GE, its agents, employees or subcontractors are not to be regarded as secret or submitted in confidence except as otherwise provided in a writing signed by GE.
- 12.5 GE shall comply with all applicable state and federal laws, including but not limited to, the Fair Labor Standards Act of 1938, as amended, the Occupational Safety and Health Act of 1970 (OSHA), laws related to nonsegregated facilities and equal employment opportunity (including the seven paragraphs appearing in Sec. 202 of Executive Order 11246, as amended), and all standards, rules, regulations, and orders issued pursuant to such state and federal laws.

12.6 This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law provisions. Convention on the International Sale of Goods shall not apply to this Agreement.	The provisions of the United Nations

Appendix A

GlobalCare* Support Terms and Conditions

- 1. <u>GlobalCare Support Services.</u> With respect to the GE Software (as defined in the underlying Software License Agreement) licensed by GE and listed on Customer's GlobalCare Support Program Certificate ("GlobalCare Certificate") GE shall provide GlobalCare Support Services as detailed in the applicable customer support guide ("Customer Support Guide") and as provided below.
- 1.1. <u>Telephone Support</u>. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE will provide support consultation to Customer regarding use and operation of the GE Software. Such consultation may occur via telephone or web-based communication.
- 1.2. <u>Problem Solving.</u> To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE technical personnel will be assigned to attempt correction of problems in the GE Software discovered by Customer and reported to GE in sufficient detail to permit GE to reproduce such problems. Customers are advised that remote access trouble-shooting tools may be called for in order to assist efforts to correct problems, and that such efforts may be impaired if the customer is unable to accommodate the use of such tools. Corrections made by GE to such problems will be available to Customer as provided in the Customer Support Guide. GE's obligation shall be to use its reasonable efforts to correct such problems; however, GE does not warrant or guarantee that all such reported problems or questions will be corrected or resolved. In the event a reported problem is determined to be of Customer origin, GE may bill Customer at GE's then-current per diem rates for any time expended in an effort to correct such problem.
- 1.3. Enhancements. To the extent provided in the Customer Support Guide applicable to the type of GlobalCare purchased by Customer, GE will provide Customer with notice of all Service Pack enhancements, Software improvements and version upgrades ("Service Packs, SIMs and Upgrades"). GE reserves the right to charge for significant new product functionality introduced in major product releases ("Major Feature"). Major Features are licensed separately and will be additional to the base configuration that Customer is already licensed to use. Service Packs, SIMs, and Upgrades, if provided, shall be for the quantity of registered GE Software systems on site. Service Packs, SIMs, and Upgrades apply only to the GE Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other Software.
- 2. <u>Software License Terms</u>. All Service Packs, SIMs, Upgrades, and other such supporting materials furnished to Customer hereunder shall be considered part of the GE Software and subject to all the terms and conditions of the underlying Software License Agreement.
- 3. <u>Conditions of Service.</u> GE shall not be required to provide support relating to problems or issues arising from (i) modified or abnormal operating conditions, (ii) Customer's use of the GE Software in a manner for which it was not designed, (iii) damage to the computer on which the GE Software is installed, (iv) Customer's negligence, misuse or modification of the GE Software or its configuration (including SQL), (v) versions of the GE Software other than those designated in the applicable Customer Support Guide, (vi) systems that do not meet the specifications or configurations, if any, specified by GE, (vii) effects of external systems (network, data feeds, shared/virtual hardware, other products), (viii) customer failure to keep current with backups, virus protection, operating system/database patches, or other IT best practices, or (ix) accessing the Software or data except through the official API. Customer must consult with GE before performing any upgrades on any third party Software required to run the GE Software.

4. Term, Renewal and Termination

- 4.1. GlobalCare Support dates of service will be as stated on Customer's GlobalCare Certificate.
- 4.2. Provided that GE has not given Customer written notice of its intent to alter, discontinue, or refuse to renew any GlobalCare Support Services at least one year in advance of expiration of the then-current term, GE shall notify Customer that the then-current service period is ending and provide Customer with a quote for renewal, no less than thirty (30) days prior to expiration of the then current service period. Payment for GlobalCare Support Services is required in advance, without right of refund. Timely purchase and payment of the applicable yearly service fee shall extend GlobalCare Support Services. If an order or payment is not received as set forth herein, GlobalCare Support Services will be terminated, and Customer will be placed on inactive status. Customer may reactivate GlobalCare Support Services thereafter by paying a re-instatement fee.
- 4.3. GlobalCare Support Services shall automatically terminate in the event the license to the underlying Software is terminated.

Page: 9 of 9

5. <u>Use of Technical Information</u>. With respect to any technical information that Customer may provide to GE in connection with the GlobalCare Support Services, GE may use such information for the limited purposes of writing and posting technical notes or knowledge articles or compiling aggregate data, for internal use only, on the frequency and type of support services requested. GE will not utilize such technical information in any form that personally identifies Customer.