



Quote No.	Quote Date	Rev	Prepared by
1-1042632685	8/25/2010	1	McCumber, Debra

Remit Payment Only To:

City of Columbus
 910 Dublin Road, Room 4105
 COLUMBUS OH 43215 USA

Send Purchase Order and/or Correspondence to:

GE Intelligent Platforms, Inc.
 325 Foxborough Blvd
 Foxborough, MA 02035

Tel: (412) 741-2410 Fax: (412) 741-2697

City of Columbus 910 Dublin Road Room 4105 COLUMBUS OH, 43215 USA Bill to Contact: Bill to CSN: 21254500	City of Columbus 910 Dublin Road Room 4105 COLUMBUS OH, 43215 USA End User Contact: End User CSN: 21254500
Quote Expiry 10/24/2010	Currency USD
Sales Representative Gray Matter Systems - HQ PARENT ORGANIZATION	Primary Sales Representative McCumber, Debra

Line No.	Part #	Part Description	Unit Sell Price	Qty	Extended Price
		Serial # : 200008795 Start Date: 12/11/2010	GlobalCare Level: Complete End Date: 9/15/2011		
1	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
1.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
1.1.1	100010000000	GlobalCare Complete	\$ 618.41	1	\$ 618.41
		Serial # : 100265926 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
2	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
2.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$ 0.00
2.1.1	100010000000	GlobalCare Complete	\$ 1,525.92	1	\$ 1,525.92
2.1.2	OC647IFAFLVM	iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$ 0.00
2.1.2.1	100010000000	GlobalCare Complete	\$ 578.00	1	\$ 578.00
		Serial # : 100265640 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
3	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
3.1	IC647IFPLDV00150M	iFIX Plus SCADA 150 I/O Development (M4 Part)	\$ 0.00	1	\$ 0.00
3.1.1	100010000000	GlobalCare Complete	\$ 717.06	1	\$ 717.06
		Serial # : 100265653 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
4	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
4.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
4.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
		Serial # : 100265645 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
5	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
5.1	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)	\$ 0.00	1	\$ 0.00
5.1.1	100010000000	GlobalCare Complete	\$ 643.45	1	\$ 643.45
		Serial # : 100320325 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
6	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00

6.1	27200431001M	Historian v3.1 Standard Server 2500 Points (M4 Key)	\$ 0.00	1	\$ 0.00
6.1.1	27215431001M	Historian v3.1 Client Connection Pack 5 Users (M4 Key)	\$ 0.00	1	\$ 0.00
6.1.1.1	100010000000	GlobalCare Complete	\$ 367.60	1	\$ 367.60
6.1.2	27211231001M	Collector Redundancy Option for Historian v3.1 - Standard Server 2500 Points (M4 Key)	\$ 0.00	1	\$ 0.00
6.1.2.1	100010000000	GlobalCare Complete	\$ 495.60	1	\$ 495.60
6.1.3	100010000000	GlobalCare Complete	\$ 2,478.00	1	\$ 2,478.00
Serial # : 100265942 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
7	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
7.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
7.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 100300900 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
8	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
8.1	27003545001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.5	\$ 0.00	1	\$ 0.00
8.1.1	IC647IGSBSC_M	IGS:Industrial Gateway Server Basic Protocols	\$ 0.00	1	\$ 0.00
8.1.1.1	100010000000	GlobalCare Complete	\$ 119.00	1	\$ 119.00
8.1.2	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13
Serial # : 100265920 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
9	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
9.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$ 0.00
9.1.1	100010000000	GlobalCare Complete	\$ 1,525.92	1	\$ 1,525.92
9.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$ 0.00
9.1.2.1	100010000000	GlobalCare Complete	\$ 578.00	1	\$ 578.00
Serial # : 100265935 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
10	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
10.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
10.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 200008765 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
11	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
11.1	27003545001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.5	\$ 0.00	1	\$ 0.00
11.1.1	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13
11.1.2	27000826450M	iFIX 4.5 Option: Recipe	\$ 0.00	1	\$ 0.00
11.1.2.1	100010000000	GlobalCare Complete	\$ 165.58	1	\$ 165.58
11.1.3	27021514500M	iFIX 4.5 Option: E. Sign & E. Rec Unl I/O RT	\$ 0.00	1	\$ 0.00
11.1.3.1	100010000000	GlobalCare Complete	\$ 330.99	1	\$ 330.99
Serial # : 100005915 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
12	001219000001	Security Key - Parallel	\$ 0.00	1	\$ 0.00
12.1	27007726001K	iFIX iClient Runtime Ver 2.6	\$ 0.00	1	\$ 0.00
12.1.1	100010000000	GlobalCare Complete	\$ 463.42	1	\$ 463.42
Serial # : 100265647 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
13	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
13.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
13.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 100265929 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
14	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
14.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
14.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 200008769 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
15	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
15.1	27003540001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.0	\$ 0.00	1	\$ 0.00
15.1.1	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13
Serial # : 100005911 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
16	001219000001	Security Key - Parallel	\$ 0.00	1	\$ 0.00
16.1	27003426001K	iFIX Plus SCADA Pak Unlimited Developer Ver 2.6	\$ 0.00	1	\$ 0.00

16.1.1	100010000000	GlobalCare Complete		\$ 1,831.24	1	\$ 1,831.24
			Serial # : 100265638 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
17	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
17.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)		\$ 0.00	1	\$ 0.00
17.1.1	100010000000	GlobalCare Complete		\$ 1,525.92	1	\$ 1,525.92
17.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)		\$ 0.00	1	\$ 0.00
17.1.2.1	100010000000	GlobalCare Complete		\$ 578.00	1	\$ 578.00
			Serial # : 100343261 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
18	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
18.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
18.1.1	100010000000	GlobalCare Complete		\$ 809.03	1	\$ 809.03
			Serial # : 100265658 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
19	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
19.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
19.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 200008796 Start Date: 12/11/2010	GlobalCare Level: Complete End Date: 9/15/2011		
20	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
20.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
20.1.1	100010000000	GlobalCare Complete		\$ 618.41	1	\$ 618.41
			Serial # : 100265915 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
21	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
21.1	IC647IFPLDV00150M	iFIX Plus SCADA 150 I/O Development (M4 Part)		\$ 0.00	1	\$ 0.00
21.1.1	100010000000	GlobalCare Complete		\$ 717.06	1	\$ 717.06
			Serial # : 100005916 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
22	001219000001	Security Key - Parallel		\$ 0.00	1	\$ 0.00
22.1	27007726001K	iFIX iClient Runtime Ver 2.6		\$ 0.00	1	\$ 0.00
22.1.1	100010000000	GlobalCare Complete		\$ 463.42	1	\$ 463.42
			Serial # : 100259033 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
23	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
23.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
23.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265916 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
24	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
24.1	IC647IFPLDV00150M	iFIX Plus SCADA 150 I/O Development (M4 Part)		\$ 0.00	1	\$ 0.00
24.1.1	100010000000	GlobalCare Complete		\$ 717.06	1	\$ 717.06
			Serial # : 100265936 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
25	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
25.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
25.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265939 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
26	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
26.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
26.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265650 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
27	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
27.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
27.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265654 Start Date: 9/16/2010	GlobalCare Level: Complete End Date: 9/15/2011		
28	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
28.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
28.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07

Serial #: 100326305
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

29	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
29.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
29.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03

Serial #: 100265642
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

30	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
30.1	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)	\$ 0.00	1	\$ 0.00
30.1.1	100010000000	GlobalCare Complete	\$ 643.45	1	\$ 643.45

Serial #: 100188788
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

31	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
31.1	27003545001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.5	\$ 0.00	1	\$ 0.00
31.1.1	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13

Serial #: 100265648
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

32	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
32.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
32.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07

Serial #: 100265651
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

33	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
33.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
33.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07

Serial #: 100265662
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

34	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
34.1	27003545001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.5	\$ 0.00	1	\$ 0.00
34.1.1	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13

Serial #: 100265644
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

35	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
35.1	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)	\$ 0.00	1	\$ 0.00
35.1.1	100010000000	GlobalCare Complete	\$ 643.45	1	\$ 643.45

Serial #: 100265659
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

36	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
36.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
36.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07

Serial #: 100265649
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

37	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
37.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
37.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07

Serial #: 100265643
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

38	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
38.1	27007645001M	iFIX iClient Developer Ver 4.5	\$ 0.00	1	\$ 0.00
38.1.1	100010000000	GlobalCare Complete	\$ 643.62	1	\$ 643.62

Serial #: 100265938
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

39	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
39.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
39.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07

Serial #: 100188787
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

40	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
40.1	27003445001M	iFIX Plus SCADA Pak Unlimited Developer Ver 4.5	\$ 0.00	1	\$ 0.00
40.1.1	100010000000	GlobalCare Complete	\$ 1,526.09	1	\$ 1,526.09

Serial #: 100259031
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

41	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
41.1	27007745001M	iFIX iClient Runtime Ver 4.5		\$ 0.00	1	\$ 0.00
41.1.1	100010000000	GlobalCare Complete		\$ 386.24	1	\$ 386.24
			Serial # : 100265927	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
42	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
42.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
42.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100005910	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
43	001219000001	Security Key - Parallel		\$ 0.00	1	\$ 0.00
43.1	27003426001K	iFIX Plus SCADA Pak Unlimited Developer Ver 2.6		\$ 0.00	1	\$ 0.00
43.1.1	100010000000	GlobalCare Complete		\$ 1,831.24	1	\$ 1,831.24
43.1.2	27000326000C	iFIX Option: Redundancy		\$ 0.00	1	\$ 0.00
43.1.2.1	100010000000	GlobalCare Complete		\$ 330.99	1	\$ 330.99
			Serial # : 100265917	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
44	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
44.1	IC647IFPLRN00300M	iFIX Plus SCADA 300 I/O Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
44.1.1	100010000000	GlobalCare Complete		\$ 680.34	1	\$ 680.34
			Serial # : 100265641	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
45	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
45.1	IC647IFPLDV00150M	iFIX Plus SCADA 150 I/O Development (M4 Part)		\$ 0.00	1	\$ 0.00
45.1.1	100010000000	GlobalCare Complete		\$ 717.06	1	\$ 717.06
			Serial # : 100265636	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
46	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
46.1	27202331001M	Historian v3.1 Enterprise Server 15000 Points (M4 Key)		\$ 0.00	1	\$ 0.00
46.1.1	100010000000	GlobalCare Complete		\$ 11,965.80	1	\$ 11,965.80
46.1.2	27215531001M	Historian v3.1 Client Connection Pack 10 Users (M4 Key)		\$ 0.00	1	\$ 0.00
46.1.2.1	100010000000	GlobalCare Complete		\$ 661.60	1	\$ 661.60
46.1.3	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
46.1.3.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
46.1.4	27215431001M	Historian v3.1 Client Connection Pack 5 Users (M4 Key)		\$ 0.00	1	\$ 0.00
46.1.4.1	100010000000	GlobalCare Complete		\$ 367.60	1	\$ 367.60
46.1.5	27215531001M	Historian v3.1 Client Connection Pack 10 Users (M4 Key)		\$ 0.00	1	\$ 0.00
46.1.5.1	100010000000	GlobalCare Complete		\$ 661.60	1	\$ 661.60
			Serial # : 100265921	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
47	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
47.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)		\$ 0.00	1	\$ 0.00
47.1.1	100010000000	GlobalCare Complete		\$ 1,525.92	1	\$ 1,525.92
47.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)		\$ 0.00	1	\$ 0.00
47.1.2.1	100010000000	GlobalCare Complete		\$ 578.00	1	\$ 578.00
			Serial # : 100265646	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
48	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
48.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
48.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100343259	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
49	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
49.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
49.1.1	100010000000	GlobalCare Complete		\$ 809.03	1	\$ 809.03
			Serial # : 100265918	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
50	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
50.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)		\$ 0.00	1	\$ 0.00
50.1.1	100010000000	GlobalCare Complete		\$ 1,525.92	1	\$ 1,525.92
50.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)		\$ 0.00	1	\$ 0.00
50.1.2.1	100010000000	GlobalCare Complete		\$ 578.00	1	\$ 578.00

		Serial # : 100326308	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
51	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
51.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
51.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
		Serial # : 100265661	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
52	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
52.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$ 0.00
52.1.1	100010000000	GlobalCare Complete	\$ 1,525.92	1	\$ 1,525.92
52.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$ 0.00
52.1.2.1	100010000000	GlobalCare Complete	\$ 578.00	1	\$ 578.00
		Serial # : 100343262	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
53	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
53.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
53.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
		Serial # : 100345202	GlobalCare Level: Complete		
		Start Date: 11/21/2010	End Date: 9/15/2011		
54	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
54.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
54.1.1	100010000000	GlobalCare Complete	\$ 662.74	1	\$ 662.74
		Serial # : 100265639	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
55	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
55.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$ 0.00
55.1.1	100010000000	GlobalCare Complete	\$ 1,525.92	1	\$ 1,525.92
55.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$ 0.00
55.1.2.1	100010000000	GlobalCare Complete	\$ 578.00	1	\$ 578.00
		Serial # : 100300901	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
56	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
56.1	27003545001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.5	\$ 0.00	1	\$ 0.00
56.1.1	IC647IGSBSC_M	IGS:Industrial Gateway Server Basic Protocols	\$ 0.00	1	\$ 0.00
56.1.1.1	100010000000	GlobalCare Complete	\$ 119.00	1	\$ 119.00
56.1.2	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13
		Serial # : 100265637	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
57	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
57.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$ 0.00
57.1.1	100010000000	GlobalCare Complete	\$ 1,525.92	1	\$ 1,525.92
57.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$ 0.00
57.1.2.1	100010000000	GlobalCare Complete	\$ 578.00	1	\$ 578.00
		Serial # : 100265922	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
58	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
58.1	IC647IFPLDVUNLMTM	iFIX Plus SCADA Unlimited Development (M4 Part)	\$ 0.00	1	\$ 0.00
58.1.1	100010000000	GlobalCare Complete	\$ 1,525.92	1	\$ 1,525.92
58.1.2	OC647IFAFLOVM	iFIX Optn: SCADA Synchronization (M4 Part)	\$ 0.00	1	\$ 0.00
58.1.2.1	100010000000	GlobalCare Complete	\$ 578.00	1	\$ 578.00
		Serial # : 100326311	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
59	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
59.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
59.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
		Serial # : 100326312	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
60	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
60.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
60.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
		Serial # : 100265933	GlobalCare Level: Complete		
		Start Date: 9/16/2010	End Date: 9/15/2011		
61	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00

61.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
61.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265941	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
62	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
62.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
62.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100326310	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
63	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
63.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
63.1.1	100010000000	GlobalCare Complete		\$ 809.03	1	\$ 809.03
			Serial # : 100265937	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
64	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
64.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
64.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100345201	GlobalCare Level: Complete		
			Start Date: 11/21/2010	End Date: 9/15/2011		
65	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
65.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
65.1.1	100010000000	GlobalCare Complete		\$ 316.26	1	\$ 316.26
			Serial # : 100265930	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
66	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
66.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
66.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100326309	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
67	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
67.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
67.1.1	100010000000	GlobalCare Complete		\$ 809.03	1	\$ 809.03
			Serial # : 100265931	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
68	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
68.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
68.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265660	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
69	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
69.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
69.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
			Serial # : 100265919	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
70	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
70.1	27202231001M	Historian v3.1 Enterprise Server 10000 Points (M4 Key)		\$ 0.00	1	\$ 0.00
70.1.1	100010000000	GlobalCare Complete		\$ 10,264.80	1	\$ 10,264.80
70.1.2	27215431001M	Historian v3.1 Client Connection Pack 5 Users (M4 Key)		\$ 0.00	1	\$ 0.00
70.1.2.1	100010000000	GlobalCare Complete		\$ 367.60	1	\$ 367.60
70.1.3	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
70.1.3.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
70.1.4	27215531001M	Historian v3.1 Client Connection Pack 10 Users (M4 Key)		\$ 0.00	1	\$ 0.00
70.1.4.1	100010000000	GlobalCare Complete		\$ 661.60	1	\$ 661.60
70.1.5	27215531001M	Historian v3.1 Client Connection Pack 10 Users (M4 Key)		\$ 0.00	1	\$ 0.00
70.1.5.1	100010000000	GlobalCare Complete		\$ 661.60	1	\$ 661.60
			Serial # : 100300899	GlobalCare Level: Complete		
			Start Date: 9/16/2010	End Date: 9/15/2011		
71	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
71.1	27003545001M	iFIX Plus SCADA Pak Unlimited Runtime Ver 4.5		\$ 0.00	1	\$ 0.00
71.1.1	IC647IGSBSC_M	IGS:Industrial Gateway Server Basic Protocols		\$ 0.00	1	\$ 0.00
71.1.1.1	100010000000	GlobalCare Complete		\$ 119.00	1	\$ 119.00
71.1.2	100010000000	GlobalCare Complete		\$ 1,103.13	1	\$ 1,103.13

Serial # : 100265663 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
72	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
72.1	IC647IFPLRNUNLMTM	iFIX Plus SCADA Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
72.1.1	100010000000	GlobalCare Complete	\$ 1,103.13	1	\$ 1,103.13
Serial # : 100265928 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
73	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
73.1	IC647IFCLNTRCRM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
73.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 100265925 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
74	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
74.1	IC647IFCLNTCDVM	iFIX iClient Development (M4 Part)	\$ 0.00	1	\$ 0.00
74.1.1	100010000000	GlobalCare Complete	\$ 643.45	1	\$ 643.45
Serial # : 100265656 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
75	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
75.1	IC647IFCLNTRCRM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
75.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 100086204 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
76	001219000001	Security Key - Parallel	\$ 0.00	1	\$ 0.00
76.1	27007726001K	iFIX iClient Runtime Ver 2.6	\$ 0.00	1	\$ 0.00
76.1.1	100010000000	GlobalCare Complete	\$ 463.42	1	\$ 463.42
Serial # : 100343260 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
77	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
77.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
77.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
Serial # : 100326307 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
78	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
78.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
78.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
Serial # : 100326306 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
79	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
79.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
79.1.1	100010000000	GlobalCare Complete	\$ 809.03	1	\$ 809.03
Serial # : 100265657 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
80	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
80.1	IC647IFCLNTRCRM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
80.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 100300903 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
81	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
81.1	27003445001M	iFIX Plus SCADA Pak Unlimited Developer Ver 4.5	\$ 0.00	1	\$ 0.00
81.1.1	IC647IGSBSC_M	IGS:Industrial Gateway Server Basic Protocols	\$ 0.00	1	\$ 0.00
81.1.1.1	100010000000	GlobalCare Complete	\$ 119.00	1	\$ 119.00
81.1.2	100010000000	GlobalCare Complete	\$ 1,526.09	1	\$ 1,526.09
Serial # : 100265932 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
82	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
82.1	IC647IFCLNTRCRM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
82.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07
Serial # : 100265940 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011		
83	001219040002	Security Key - M4 USB	\$ 0.00	1	\$ 0.00
83.1	IC647IFCLNTRCRM	iFIX iClient Runtime (M4 Part)	\$ 0.00	1	\$ 0.00
83.1.1	100010000000	GlobalCare Complete	\$ 386.07	1	\$ 386.07

Serial # : 100005912
Start Date: 9/16/2010

GlobalCare Level: Complete
End Date: 9/15/2011

84	001219000001	Security Key - Parallel		\$ 0.00	1	\$ 0.00
84.1	27007726001K	iFIX iClient Runtime Ver 2.6		\$ 0.00	1	\$ 0.00
84.1.1	100010000000	GlobalCare Complete		\$ 463.42	1	\$ 463.42
Serial # : 100265655 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011			
85	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
85.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
85.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
Serial # : 100156833 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011			
86	001219000001	Security Key - Parallel		\$ 0.00	1	\$ 0.00
86.1	27007726001K	iFIX iClient Runtime Ver 2.6		\$ 0.00	1	\$ 0.00
86.1.1	100010000000	GlobalCare Complete		\$ 463.42	1	\$ 463.42
Serial # : 100265652 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011			
87	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
87.1	IC647IFCLNTRNM	iFIX iClient Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
87.1.1	100010000000	GlobalCare Complete		\$ 386.07	1	\$ 386.07
Serial # : 100265924 Start Date: 9/16/2010			GlobalCare Level: Complete End Date: 9/15/2011			
88	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
88.1	IC647IFCLNCDVM	iFIX iClient Development (M4 Part)		\$ 0.00	1	\$ 0.00
88.1.1	100010000000	GlobalCare Complete		\$ 643.45	1	\$ 643.45
Serial # : 100345203 Start Date: 11/21/2010			GlobalCare Level: Complete End Date: 9/15/2011			
89	001219040002	Security Key - M4 USB		\$ 0.00	1	\$ 0.00
89.1	IC647IFSTRNUNLMTM	iFIX Standard HMI Unlimited Runtime (M4 Part)		\$ 0.00	1	\$ 0.00
89.1.1	100010000000	GlobalCare Complete		\$ 662.74	1	\$ 662.74

Header Notes:

Quote Total:

\$ 100,171.96

Comments:

This quotation does not include any freight charges or applicable taxes.

Please include the Quotation Number from this document on your Purchase Order.

This Quotation is expressly conditioned upon Customer's acceptance of the following attached terms and conditions: Conditions of Sale for Equipment and Services, Software License Agreement for all software, and Proficy GlobalCare Complete Support Terms and Conditions for all GlobalCare support. GE Intelligent Platforms, Inc. is not bound by any terms on Customer's order which attempt to impose any condition at variance with GE Intelligent Platforms, Inc.'s terms attached hereto. GE Intelligent Platforms, Inc.'s failure to object to provisions contained in any of Customer's forms shall not be deemed an acceptance of any of Customer's terms or a waiver of the provisions of GE Intelligent Platforms, Inc.'s terms and conditions which shall constitute the entire, final, and exclusive statement of the agreement between the parties.

Conditions of Sale for Equipment and Services

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

1. WARRANTY

1.1 GE warrants to the Customer that GE equipment and services sold will be free from defects in material, workmanship and title and will conform to any mutually agreed upon specifications. If any failure to meet this warranty (excluding any defects in title) appears within one (1) year from the date of shipment of the equipment or ninety (90) days from completion of the services, as applicable, (or for software refer to Section 8.5 herein), GE will correct any such failure by reperforming any defective portion of the services furnished, and, with respect to equipment, at its option, (i) by repairing any defective or damaged part or parts of the equipment, or (ii) by making available, F.O.B. Customer's plant or other point of shipment, any necessary repaired or replacement parts. 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. The warranties and remedies set forth herein are conditioned upon: (i) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of GE; and (ii) Customer promptly notifying GE of any defects and, if required, promptly making the equipment available for correction.

1.2 GE warrants non-GE manufactured equipment only to the extent that the manufacturer's warranty allows GE to transfer such manufacturer's warranty to Customer. GE will pass through to Customer any such warranties. Customer's sole remedy for breach of such warranty shall be the remedy offered by and available from the manufacturer, if any. GE shall have no liability, whether in contract, tort, negligence, or otherwise, to Customer with respect to non-GE manufactured equipment.

1.3 The preceding paragraphs set forth the exclusive remedy for all claims (except as to title) based on failure of, or defect in, equipment or services sold 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 warranty period, all such liability shall terminate. EXCEPT AS SET FORTH IN SECTION 2 BELOW OR IN ANY STATEMENT OF WARRANTY ACCOMPANYING GE EQUIPMENT, THE FOREGOING WARRANTIES 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 OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED.

2. PATENTS

2.1 GE warrants that any GE equipment sold hereunder, and any part thereof, shall be free of any rightful claim of any third party for infringement of any United States patent. If promptly notified in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on a claimed infringement which would result in a breach of this warranty, and GE shall pay all damages and costs awarded therein against the Customer due to such breach. In case any equipment is in such suit held to constitute such an infringement and the use for the purpose intended of said equipment is enjoined, GE shall, at its expense and option, either procure for the Customer the right to continue using said equipment, or replacing same with noninfringing equipment, or modify same so they become noninfringing, or remove the equipment and refund the purchase price (less reasonable depreciation for any period of use) and any transportation costs separately paid by the Customer. The foregoing states the entire liability of GE for patent infringement.

2.2 The preceding paragraph shall not apply to any equipment specified by the Customer and not of GE manufacture, or manufactured to the Customer's design, or to the use of any equipment furnished hereunder in conjunction with any other equipment in a combination not furnished by GE as part of the transaction. As to any equipment, or use in such combination, GE assumes no liability whatsoever for patent infringement and the Customer will hold GE harmless against any infringement claim arising therefrom.

3. EXCUSABLE DELAYS

3.1 GE shall not be liable for delay due to: (i) causes beyond its reasonable control, or (ii) acts of God, acts of the Customer, prerequisite work by others, acts of civil or military authority, government priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or car shortages, or (iii) inability to obtain or delay in obtaining, due to causes beyond its reasonable control, suitable labor, materials, or facilities. 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.

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

4. SALES AND SIMILAR TAXES

4.1 In addition to any price specified herein, the 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 or furnishing of any services or equipment hereunder, or to their use by GE or the Customer, or the Customer shall provide GE with evidence of exemption acceptable to the taxing authorities.

5. PAYMENTS AND FINANCIAL CONDITION

5.1 Except to the extent otherwise specified by GE in its quotation, pro rata payments shall become due without setoff as shipments are made. If GE consents to delay shipments after completion of any equipment, payment shall become due on the date when GE is prepared to make shipment. In the event of any such delay, title shall pass and equipment shall be held at Customer's risk and expense. Unless otherwise stated in writing, payment terms are net thirty (30) days. All payments shall be made without set off for claims arising out of other sales by GE.

5.2 If the financial condition of the 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 the Customer or in the event any proceeding is brought against the 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. LIMITATIONS OF LIABILITY

6.1 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 EQUIPMENT OR SERVICES 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 THIS AGREEMENT. EXCEPT AS TO TITLE TO ANY EQUIPMENT FURNISHED, ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED IN SECTION 1 ABOVE.

6.2 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 SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, 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 CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES AND THE CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS. IF THE EQUIPMENT OR SERVICES 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 6.1.

6.3 The equipment to be licensed or sold hereunder are not intended for use in any nuclear, chemical or weapons production facility or activity, or other activity where failure of the equipment could lead directly to death, personal injury or severe physical or environmental damage. If so used, GE disclaims all liability for any damages arising as a result of the hazardous nature of the business in question, including but not limited to nuclear, chemical or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend GE, its officers, directors, employees and agents against all such liability, whether based on contract, warranty, tort (including negligence), or any other legal theory, regardless of whether GE had knowledge of the possibility of such damages.

6.4 If GE furnishes the Customer with advice or assistance concerning any equipment or systems which is not required pursuant to the 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.

7. DELIVERY

7.1 Delivery of equipment will be made F.O.B. at the point of shipment to the Customer.

8. GENERAL

8.1 GE reserves the right to subcontract any of the work to one or more subcontractors.

8.2 The delegation or assignment by Customer of any or all its duties or rights hereunder without GE's prior written consent shall be void.

8.3 Any information, suggestions or ideas transmitted by the Customer to GE, its agents, employees or subcontractors are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of GE.

8.4 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.

8.5 Software furnished shall be provided pursuant to GE's applicable software license agreement, the terms and conditions of which shall take precedence over these Conditions of Sale with respect to the provision of such software.

9. EXPORT

9.1 Customer shall not export (or reexport), directly or indirectly, the equipment supplied hereunder or any portion thereof, without first obtaining GE's written consent and any required license or approvals from the United States Government.

10. COMPLETE AGREEMENT

10.1 This Agreement, along with these terms and conditions and any other terms and conditions or documents referenced in said agreement, contains the complete agreement between the parties, and no modification, amendment, rescission, waiver or other change will be binding on GE unless assented 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.

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

GE Intelligent Platforms, Inc. ("GE")

End User License Agreement

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THIS PACKAGE OR SIGNIFYING YOUR ACCEPTANCE BY CLICKING THE APPROPRIATE DIALOG BOX. OPENING THIS PACKAGE OR CLICKING THE APPROPRIATE DIALOG BOX OR USING ANY PART OF THE SOFTWARE SIGNIFIES YOUR ACCEPTANCE AS "CUSTOMER" OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE PACKAGE UNOPENED AND UNUSED ALONG WITH ANY OTHER ITEM THAT WAS INCLUDED IN THE SAME CATALOG NUMBER FOR FULL CREDIT.

1. DEFINITIONS

- 1.1 "Application Software" shall mean those portions of the Licensed Software, in object code form only, created by GE.
- 1.2 "Designated Computer" shall mean the one (1) computer upon which Customer shall run the Licensed Software.
- 1.3 "Third Party Software" shall mean software, including but not limited to operating systems, owned or licensed by a third party that is supplied to Customer by GE.
- 1.4 "Licensed Software" shall mean the Application Software plus any other software (including Third Party Software), in object code form only, supplied by GE pursuant to this Agreement. If no operating system software is included in the software provided under this Agreement, Customer must make provision for any required operating system software licenses.

2. LICENSE

- 2.1 Except as provided in Section 2.2 below, Customer is granted only a personal, non transferable, nonexclusive license to install and use one copy of the Licensed Software only on the Designated Computer. Customer may make one copy of the Licensed Software in machine readable form for backup purposes in support of Customer's use of the Licensed Software on the Designated Computer. No other copies shall be made unless authorized in writing by GE. Customer may not modify, reverse compile or disassemble the software. The Licensed Software, comprising proprietary trade secret information of GE and/or its licensors, shall be held in confidence by Customer and protected from copying or disclosure to third parties. No title to the intellectual property is transferred. Customer must reproduce and always include all applicable copyright notices and proprietary markings on any copy. Customer hereby acknowledges and agrees that any Licensed Software that is embedded within GE hardware, shall be used, redistributed and/or resold only to the extent permissible under this Agreement and only embedded within the GE hardware with which it was provided.
- 2.2 If Customer is an authorized GE distributor or an Original Equipment Manufacturer or a system provider who incorporates the Licensed Software into its equipment or system for sale to an end user, or if Customer uses the Licensed Software to create redistributables, Customer may only transfer the Licensed Software to an end user provided that the end user agrees to be bound by the provisions of this Agreement. Customer shall use its best efforts to enforce its agreement with customers made in accordance with this section, and shall promptly report any violation or suspected violation to GE.
- 2.3 All rights and benefits afforded to GE under this Agreement shall apply equally to the owner of the Third Party Software and its licensors (collectively, the "Third Parties") with respect to the Third Party Software. The Third Parties are intended third party beneficiaries of this Agreement. The provisions of this Agreement relating to the Licensed Software, as the same incorporate Third Party Software, are made expressly for the benefit of, and are enforceable by, the Third Parties. The Third Parties retain title to the Third Party Software. Unless the Third Parties extend a pass-through warranty covering the Third Party Software to Customer, all Third Party Software is provided "AS IS" without warranty of any kind, and the Third Parties disclaim all warranties, either express or implied, including but not limited to the implied warranties of merchantability, title, non-infringement or fitness for a particular purpose with regard to the Third Party Software. The Third Parties shall not have any liability for special, indirect, punitive, incidental or consequential damages.
- 2.4 EXCEPT AS PROVIDED IN SECTION 2.2 ABOVE, IF CUSTOMER TRANSFERS POSSESSION OF ANY COPY OF THE LICENSED SOFTWARE TO ANOTHER PARTY WITHOUT WRITTEN CONSENT OF GE, THIS LICENSE IS AUTOMATICALLY TERMINATED. Any attempt otherwise to sublicense, assign or transfer any of the right, duties or obligations hereunder is void.
- 2.5 If the Licensed Software or associated documentation is provided to any U.S. Government entity, unit, or agency, the restrictions set forth at section 52.227-19(c) ("Commercial computer software - restricted rights") of the Federal Acquisition Regulations (FARs) shall apply. If the Licensed Software or associated documentation is provided to the U.S. Government, Department of Defense (DOD), or any entity, unit, or agency thereof, the restrictions set forth at section 252.227-7015 ("Technical Data - Commercial Items") and section 252.227-7013(c)(1) ("Technical Data - Restricted Rights") of the DOD FAR Supplement (DFARS) shall also apply.

3. WARRANTY

- 3.1 GE warrants that the Application Software will be in substantial conformance with the manual pertaining thereto as of the date of shipment by GE. If, within ninety (90) days of date of shipment it is shown that the Application Software does not meet this warranty, GE will, at its option, either correct the defect or error in the Application Software, free of charge, or make available to Customer satisfactory substitute software, or, if none of the foregoing is reasonably available, return to Customer all payments made as license fees and terminate the license with respect to the Application Software affected. GE does not warrant that operation of the Application Software will be uninterrupted or error free or that it will meet Customer's needs. All other portions of the Licensed Software are provided "as is" without warranty of any kind.
- 3.2 GE warrants that the media on which the Application Software is delivered will be free from defects in material or workmanship under normal use and service for a period of ninety (90) days from the date of delivery. If any defects are discovered in the media and reported by Customer within ninety (90) days after delivery, GE shall, at no cost to Customer, upon return of media to GE, replace the media and deliver to Customer a new and complete copy of the Application Software.
- 3.3 Any modification to the Licensed Software by the Customer without the express written consent of GE shall void the warranty.
- 3.4 WITH RESPECT TO THE SOFTWARE WHICH IS THE SUBJECT OF THIS AGREEMENT, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. NO WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE SHALL APPLY.

4. LIMITATION OF LIABILITY

- 4.1 IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE SHALL GE OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUE, LOSS OF USE OF THE LICENSED SOFTWARE OR ANY PART THEREOF OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWN TIME COSTS, OR CLAIMS OF CUSTOMER'S CUSTOMERS AND TRANSFEREES FOR SUCH DAMAGES EVEN IF GE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.2 EXCEPT AS PROVIDED IN SECTION 5, INDEMNITY, IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL GE'S LIABILITY TO CUSTOMER FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RESULTING FROM THIS AGREEMENT, OR FROM ITS PERFORMANCE OR BREACH, OR FROM THE LICENSED SOFTWARE OR ANY PART THEREOF, OR FROM ANY SERVICE FURNISHED HEREUNDER, EXCEED THE FEES PAID BY CUSTOMER FOR THE LICENSED SOFTWARE. ALL SUCH LIABILITY SHALL TERMINATE UPON THE TERMINATION OF THE WARRANTY PERIOD AS SET FORTH IN SECTION 3.
- 4.3 If GE furnishes Customer with advice or other assistance which concerns Licensed Software or any portion thereof supplied hereunder or any system or equipment on which any such software may be installed and 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.
- 4.4 The products to be licensed or sold hereunder are not intended for use in any nuclear, chemical or weapons production facility or activity, or other activity where failure of the products could lead directly to death, personal injury or severe physical or environmental damage. If so used, GE disclaims all liability for any damages arising as a result of the hazardous nature of the business in question, including but not limited to nuclear, chemical or environmental damage, injury or contamination, and Customer shall indemnify, hold harmless and defend GE, its officers, directors, employees and agents against all such liability, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, regardless of whether GE had knowledge of the possibility of such damages.

5. INDEMNITY

- 5.1 GE warrants that the Application Software shall be delivered free of any rightful claim for infringement of any United States patent, copyright, trademark or trade secret. If notified promptly in writing and given authority, information and assistance, GE shall defend, or may settle, at its expense, any suit or proceeding against Customer so far as based on a claimed infringement which would result in a breach of this warranty and GE shall pay all damages and costs awarded therein against Customer due to such breach. In case the Application Software is in such suit held to constitute such an infringement and its use is enjoined, GE shall, at its expense and option, either procure for Customer the right to continued use, or replace same with a non infringing product or part, or modify the Application Software so that it becomes non infringing, or remove the software and refund the license charge pertaining thereto (less reasonable depreciation for any period of use) and any transportation costs separately paid by Customer. The foregoing states the entire liability of GE for patent, copyright, trademark and trade secret infringement by the Licensed Software or any part thereof.

5.2 The indemnity under the preceding paragraph shall not apply to any use of Application Software in conjunction with any other product in a combination not furnished by GE as a part of this transaction. As to any such use in such combination, or any improper or unauthorized use, installation, or operation of the Application Software, GE assumes no liability whatsoever for patent, copyright, trademark or trade secret infringement and Customer will hold GE harmless against any infringement claims arising therefrom (including, but not limited to reasonable attorney's fees).

6. TERM AND TERMINATION

6.1 Customer may terminate the license granted hereunder at any time by destroying the Licensed Software together with all copies thereof and notifying GE in writing that all use of the Licensed Software has ceased and that the Licensed Software has been destroyed.

6.2 GE, upon thirty (30) days notice, may terminate this Agreement and/or any license hereunder if Customer fails to perform any obligation or undertaking to be performed by it under this Agreement or if Customer attempts to assign this Agreement without the prior written consent of GE. Within twenty (20) days after any such termination of this Agreement, Customer shall certify in writing to GE that all use of the Licensed Software or the affected portion thereof has ceased, and that the Licensed Software or portion thereof has been returned or destroyed, in accordance with GE's instructions.

6.3 Sections 4, 6 and 7 of this Agreement shall survive any expiration or termination and remain in effect. Termination of this Agreement or any license hereunder shall not relieve Customer of its obligation to pay any and all outstanding charges hereunder nor entitle Customer to any refund of such charges previously paid.

7. EXPORT

If Customer intends to export (or reexport), directly or indirectly, the software products or technical data relating thereto supplied hereunder or any portion thereof, it is Customer's responsibility to assure compliance with U.S. and any other applicable governmental export control laws and, if appropriate, to secure any required export licenses or approvals in Customer's own name. Customer is also responsible for the accuracy and completeness of any information or certification Customer provides for purposes of export control compliance.

8. PAYMENT TERMS

All quoted charges arising pursuant to this Agreement are due upon delivery of the Licensed Software or any hardware delivered as part of the same Customer order (whichever is earlier) to which such charges pertain and shall be paid within thirty (30) days of the date of invoice therefor. Prices quoted are exclusive of all sales, use, and excise taxes (and any other assessments in the nature of taxes however designated). Customer shall pay all import duties and registration fees and all sales, use and excise taxes (and any other assessments in the nature of taxes however designated) arising from the licensing of the Licensed Software hereunder, exclusive of taxes based on GE's net income.

9. FORCE MAJEURE

GE shall not be responsible for failures to fulfill its obligations under this Agreement due to causes beyond its control.

10. GOVERNING LAW

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

11. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all proposals, oral or written, all previous negotiations and all other communications between the parties with respect to the subject matter hereof. These terms and conditions shall prevail, notwithstanding any different, conflicting, or additional terms and conditions that may appear on any purchase order or other instrument submitted by Customer. Deviation from these terms and conditions are not valid unless confirmed in writing by an authorized representative of GE. The invalidity of any portion of this Agreement shall not affect the remainder of this Agreement. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. CUSTOMER FURTHER AGREES THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN CUSTOMER AND GE AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. FURTHER, NO CHANGE OR AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS AGREED TO BY WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF GE.

Should you have any questions concerning this Agreement, you may contact GE by contacting: Legal Department, GE Intelligent Platforms, 2500 Austin Drive, Charlottesville, VA 22911 or 1-800-433-2682.

GE Intelligent Platforms, Inc.

Proficy GlobalCare Complete Support Terms and Conditions

1. Services. With respect to the Licensed Application Software (as defined in the underlying License Agreement, "Application Software"), GE Intelligent Platforms, Inc. will provide the following services during the applicable period:

1.1. Telephone Support. GE will provide support consultation to Customer regarding use and operation of the Application Software. Such consultation will include telephone call back or web-based communication and will be available 8:00 A.M. to 8:00 P.M. E.S.T. or 9:00 A.M. to 5:00 P.M. Mean Time Europe or 9:00 A.M. to 6:00 P.M. China Standard Time, as applicable, Monday through Friday, excluding holidays at the customer care location. GE will provide the Customer with direct telephone support consultation and/or web-based communication that shall be available 24 hours a day, 7 days a week in cases of emergencies. Such emergencies include when the entire system is down or an existing mission critical product feature is inoperable resulting in disruption or product outage. GE reserves the right to limit the number of authorized callers when deemed necessary by GE in its sole discretion. Once such a limit has been imposed, Customer may register additional individuals for an additional fee. Customer will also have access to the Online Knowledge Base 24 hours a day, 7 days a week. The Online Knowledge Base provides access to support reference information including articles, white papers, error messages, sample code, and developer downloads. A Knowledge Base CD enables access to the Knowledge Base when not connected to the Internet. The Knowledge Base CD will be distributed to Customer (a) upon commencement of any initial or renewal GlobalCare term, and (b) at any other time upon reasonable request from Customer.

1.2. Problem Solving. GE technical personnel will be assigned to attempt correction of problems in the Application 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 for download by Customer, or, at GE's option, GE may provide such problem correction through its next scheduled release of the Application Software. GE's obligation in such regard shall be to use its reasonable efforts to correct such problems; however, GE does not warrant that all such reported problems will be corrected. 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. GE will provide the Customer with notice of all Service Pack enhancements for the current version of the Application Software that are released during the term of this agreement ("Service Packs"), all software improvement modules for the Application Software version that are released during the term of this agreement ("SIMs"), and all Application Software version upgrades that are released during the term of this agreement ("Upgrades"), at no additional charge, with exceptions noted as follows. GE reserves the right to charge for significant new product functionality introduced in major product releases ("Major Feature"). Major features are features that are licensed separately and will be additional to the base configuration that the Customer is already licensed to use. Service Packs, SIMs, and Upgrades are provided for the quantity of registered Application Software systems on site. Service Packs, SIMs, and Upgrades apply only to the Application Software and do not include any updates, enhancements, service packs, or upgrades to the operating system or other software. The Customer may order any of the Service Packs, SIMs, and/or Upgrades by visiting www.ge-ip.com/support during the term of this agreement. GE may from time to time make other downloads such as Developer Downloads and I/O Drivers available to Customer ("Other Downloads").

1.4. Application Software Terms. All Service Packs, SIMs, Upgrades, corrections, updates, enhancements, documentation, modifications, Other Downloads and other such supporting materials furnished to Customer hereunder shall be considered part of the Application Software and subject to all the terms and conditions of the License Agreement, including those provisions limiting the use of the Application Software to the computer upon which it was initially installed as authorized by the License Agreement.

2. Warranty. GE warrants to the Customer that services provided hereunder shall 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 after completion of the specific services in question, 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. The warranties and remedies set forth herein are conditioned upon: (i) proper installation, use, and maintenance of the Application Software and the proper design and configuration of the system into which the Application Software is installed, and conformance with any applicable recommendations of GE; and (ii) Customer promptly notifying GE of any defects and making any personnel, software or computer systems available as necessary. The preceding sets forth the exclusive remedy for all claims based on failure of, or defect in, services 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 warranty period, all such liability shall terminate. THE FOREGOING WARRANTIES 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 PRODUCTS OR SERVICES OF OTHERS WHICH CUSTOMER HAS DESIGNATED.

3. **Limit of Liability.** 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 ANY SERVICES COVERED BY OR FURNISHED UNDER THESE TERMS AND CONDITIONS (INCLUDING REMEDIAL WARRANTY EFFORTS), OR FROM THE PERFORMANCE OR BREACH OF THESE TERMS AND CONDITIONS, SHALL IN NO CASE EXCEED THE ANNUAL CONTRACT PRICE OF THE SUPPORT SERVICES FURNISHED HEREUNDER. ALL SUCH LIABILITY SHALL TERMINATE UPON THE EXPIRATION OF THE WARRANTY PERIOD SPECIFIED IN SECTION 2 ABOVE.

4. **Exclusion of Consequential Damages.** 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 SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, 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 CUSTOMERS OF THE CUSTOMER FOR SUCH DAMAGES AND THE CUSTOMER WILL INDEMNIFY GE, ITS EMPLOYEES AND SUPPLIERS AGAINST ANY SUCH CLAIMS FROM THE CUSTOMER'S CUSTOMERS.

5. **Gratuitous Advice.** If GE furnishes the Customer with advice or assistance concerning any products or systems which is not required pursuant to these terms and conditions, 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.

6. **Restrictions on Assignment.** Customer may not assign or transfer this agreement without GE's prior written agreement.

7. **Conditions of Service.** The Application Software must be unmodified and in normal operating condition, and maintained at the latest release or revision level, and must contain the minimum equipment configuration at the revision level specified by GE. Customer must consult with GE before performing any upgrades on any third party software required to run the Application Software.

8. Term and Termination

8.1. GlobalCare Support dates of service will be as stated on the Customer's GlobalCare Support program certificate. Customer shall have the right to renew GlobalCare Support on a yearly basis as provided herein, subject to continuation of the program for the product(s) and payment of the applicable GE yearly service fee then in effect.

8.2. GE shall notify Customer that the applicable service period is ending, no less than thirty (30) days prior to expiration. Timely payment of the applicable yearly service fee, as provided in Section 9 below, shall extend Support Services. If payment is not received as set forth herein, Support Services will be terminated, and Customer will be placed on inactive status. The Customer may reactivate Support Services thereafter by paying a re-instatement fee.

8.3. GE may alter, discontinue, or refuse to permit the renewal of, any GlobalCare Support Program with respect to any or all products at any time. Customers will be notified of any alterations or planned discontinuations in a

program at the time of the commencement of any initial or renewal term of such program. In the event of a discontinuation of a program, GE will continue to provide program support to existing Customers, subject to payment of the applicable GE yearly service fee then in effect, until the expiration of the Customer's initial or renewal term.

8.4. Support Services hereunder shall automatically terminate in the event the License Agreement is terminated.

9. Charges and Payment Terms

9.1. GE may adjust its applicable yearly service fee for GlobalCare Support either up or down for each renewal year following the initial period of its provision of GlobalCare Support, provided that GE notifies Customer of the amount of such adjustment at least thirty (30) days in advance of each such renewal.

9.2. Charges for each renewal year of Support Services are due upon renewal and shall be paid within thirty (30) days of the date of GE's invoice therefore.

10. Use of Technical Information. With respect to any technical information that the Customer may provide to GE in connection with the GlobalCare Support, GE may use such information for the limited purposes of writing and posting technical notes on the support services website and Knowledge Base CD and 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 the Customer.

11. General Provisions.

11.1. These Terms and Conditions, along with any terms and conditions or documents referenced herein, contain the complete agreement between the parties, and no modification, amendment, rescission, 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 sections or subsections hereof shall not affect the remainder of such section or subsection or any other section or subsection hereof.

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

11.3. Customer shall not transmit to GE any information, suggestions, or ideas claimed by Customer to be confidential except pursuant to a writing, signed by an authorized representative of GE, which identifies such information and addresses its confidentiality.