

## **Predix Forum Terms of Use**

Last updated July 2017

**By registering and participating in the Predix Forum, you agree to abide by these Terms of Use (TOU), as well as all other terms, conditions, policies and notices displayed on the forum. Your use of the forums constitutes your agreement to these Terms of Use and related terms.**

The Predix Forum is operated by General Electric Company (GE). Throughout these TOU, the terms "we," "us" and "our" refer to GE, the "forum" refers to the Predix Forum, and "you" refers to you as an individual user of the forum (and includes your organization or entity if your use is at work).

Although you might see GE employees post to the forum from time to time, they are not obligated to do so. The forum is not intended to replace any existing formal technical support. However, users may find the forum to be a quick and easy way to find answers to all types of questions about our products. If you post questions or comments, do not expect GE employees to reply as part of our professional technical support.

### **1. Accuracy, Completeness and Timeliness of Information on the Forum**

GE is not responsible if information made available on the forum is not accurate, complete or current. The material on the forum is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. The forum may contain certain historical information, but historical information necessarily is not current and is provided for your reference only. We reserve the right to modify the contents of the forum at any time, but we have no obligation to update any information on the forum. You agree that it is your responsibility to monitor changes to the forum. GE neither warrants nor represents that your use of materials on the forum will not infringe rights of third parties not affiliated with GE.

### **2. Accounts and Use of the Forum**

The forum requires you to open an account. Please complete the registration process by providing us current, complete and accurate information. If you are part of an organization (or other entity), we ask that your account used for work purposes relate to the email domain from your company. Please do not select a forum user name or identifier that is vulgar, offensive, impersonates a third party, is illegal, or protected by proprietary rights you do not hold. We reserve the right to reject user names in our sole discretion.

As the user of the forum, you are responsible for all activities that occur under your account. You must also maintain in confidence all passwords and other credentials associated with your use of the forum. Promptly notify us if you suspect that your account is or has been misused, or to report any other security incident relating to your account.

### **3. Submissions**

As used in these TOU, "submission" means information, content, code, comments, feedback, suggestions or other materials that you provide through your use of the forum. We do not claim ownership of any submission, unless otherwise agreed by you and us. However, by providing a submission, you grant GE and its affiliates an unrestricted, nonexclusive, royalty-

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Your submissions must not (i) be confidential, proprietary, false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable; (ii) constitute or encourage a criminal offense, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not upload commercial content onto the forum.

You grant GE and its affiliates the right to use the name and email address you submit in connection with submissions (including, by way of example, displaying your name and email on your posts or replies), if we so choose. Except as provided in this Section 3, all personal information provided via the forum will be handled in accordance with the GE Privacy Policy (typically available at the very bottom of GE web properties).

#### **4. Use of Materials on the Forum**

Except as provided in these TOU, all content on the forum (including, without limitation, text, design, graphics, logos, icons, images, audio clips, downloads, interfaces, code and software, as well as the selection and arrangement thereof) is the exclusive property of and owned by GE, its licensors or its content providers and is protected by copyright, trademark and other applicable laws. You agree to abide by all additional restrictions displayed on the forum as it may be updated from time to time. GE reserves the right to refuse or cancel any person's registration for the forum, remove any person from the forum or prohibit any person from using the forum for any reason whatsoever.

You may not use contact information provided on the forum for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the forum or to surreptitiously intercept any system, data or personal information from the forum. You agree not to interrupt or attempt to interrupt the operation of the forum in any way. GE reserves the right, in its sole discretion, to limit or terminate your access to or use of the forum at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which GE may be entitled at law or in equity.

#### **5. Links**

The forum may contain links to other websites, some of which are operated by GE or its affiliates and others of which are operated by third parties. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. GE is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites.

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## **7. LIMITATION OF LIABILITY**

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THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE FORUM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **8. Indemnification**

You agree to indemnify, defend and hold harmless GE and its affiliates and their officers, directors, employees, contractors, agents, licensors, service providers, subcontractors and suppliers from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the forum and any violation of these TOU. If you cause a technical disruption of the forum or the systems transmitting the forum to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. GE reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with GE in the defense of such matter.

## **9. Jurisdiction and Applicable Law**

The laws of the State of New York govern these TOU and your use of the forum, and you irrevocably consent to the jurisdiction of the courts located in the County of New York for any action arising out of or relating to these TOU. We recognize that it is possible for you to obtain access to the forum from any jurisdiction in the world, but we have no practical ability to prevent such access. The forum has been designed to comply with the laws of the State of New York and of the United States. If any material on the forum, or your use of the forum, is contrary to the laws of the place where you are when you access it, the forum is not intended for you, and we ask you not to use the forum. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

## **10. Changes to These Terms of Use**

GE reserves the right, at its sole discretion, to change, modify, add or remove any portion of these TOU, in whole or in part, at any time, by posting revised terms on the forum. It is your responsibility to check periodically for any changes we make to the TOU. Your continued use of the forum after any changes to the TOU or other policies means you accept the changes.

## **11. Severability**

If any provision of these TOU is unlawful, void or unenforceable, the remaining provisions of the agreement will remain in place.

## **12. Entire Agreement and Admissibility**

These TOU and any policies or operating rules referred to here or posted on the forum constitute the entire agreement and understanding between you and GE with respect to the subject matter thereof and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. A printed version of these TOU shall be admissible in judicial or administrative proceedings based on or relating to use of the forum to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

### **13. How to Contact Us**

If you have any questions or comments about these TOU or the forum, please contact us by:  
Email: [GED.Patent@ge.com](mailto:GED.Patent@ge.com)

Postal mail:  
GE Digital  
2700 Camino Ramon  
San Ramon, CA 94583  
ATTN: General Counsel

### **14. Trademarks and Copyrights; Content Dispute**

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Thank you for visiting the Predix Forum.