

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 13, 2018

**BAKER HUGHES, A GE
COMPANY**

**BAKER HUGHES, A GE
COMPANY, LLC**

(Exact name of registrant as specified in its charter)

Delaware **1-38143**
(State of Incorporation) (Commission File No.)

81-4403168
(I.R.S. Employer
Identification No.)

Delaware **1-09397**
(State of Incorporation) (Commission File No.)

76-0207995
(I.R.S. Employer
Identification No.)

**17021 Aldine Westfield Road
Houston, Texas 77073**

Registrant's telephone number, including area code: (713) 439-8600

(former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introduction

On November 13, 2018, Baker Hughes, a GE company (“BHGE,” the “Company” or “we”), Baker Hughes, a GE company, LLC (“BHGE LLC”) and General Electric Company (“GE”) entered into a Master Agreement and a series of related ancillary agreements (collectively, the “Master Agreement Framework”) designed to further solidify the commercial and technological collaborations between the two companies and to facilitate BHGE’s ability to transition from operating as a controlled company. In particular, the Master Agreement Framework contemplates long-term agreements between BHGE, BHGE LLC and GE on technology, fulfillment and other key areas to provide greater clarity to customers and shareholders.

Key elements of the Master Agreement Framework include:

Secured long-term collaboration on critical rotating equipment

Under the terms of the Master Agreement Framework, BHGE has defined the parameters for a long-term collaboration and strategic relationship with GE on certain critical rotating equipment products.

BHGE and GE have agreed to form a joint venture (“JV”) relating to the parties’ respective aero-derivative gas turbine products and services. The JV is expected to become effective, subject to regulatory clearances and other customary closing conditions, on the date (the “Trigger Date”) that is the later of (i) July 3, 2019 and (ii) the date on which GE and its affiliates cease to own more than 50% of the voting power of BHGE’s outstanding common stock. These jet engine aero-derivative products are mainly used by BHGE in its LNG, onshore-offshore production, pipeline and industrial segments within its Turbomachinery & Process Solutions (“TPS”) segment and by GE in its power generation business. BHGE and GE will contribute certain assets, inventory and service facilities into the JV and both companies will jointly control operations. The JV will have a supply and technology development agreement with GE’s aviation business (“GE Aviation”), which will revise and extend pricing arrangements as compared to BHGE’s existing supply agreement, and which will become effective at the Trigger Date.

In parallel, BHGE has also entered into a long-term supply agreement and related distribution arrangement with GE for heavy-duty gas turbine technology at the current pricing levels, which will become effective at the Trigger Date. The heavy-duty gas turbine technologies are important components of TPS’ offerings and the long-term agreements provide greater clarity on the commercial approach and customer fulfillment, and will enable BHGE and GE to jointly innovate on leading technology.

Preserved access to GE Digital software & technology

As part of the Master Agreement Framework, BHGE LLC has agreed with GE Digital to maintain, subject to certain conditions, BHGE LLC’s current status as the exclusive reseller of GE Digital offerings in the oil & gas space, and BHGE LLC will continue to source exclusively from GE Digital for certain GE Digital offerings for oil and gas applications. As part of this agreement, BHGE LLC and GE Digital have revised and extended certain pricing arrangements and have established service level obligations.

Other key agreements

- BHGE and GE agreed to maintain current operations and pricing levels with regards to Control upgrade services BHGE offers through our Digitals Solution segment division for the four years commencing on the Trigger Date.
- GE will transfer to BHGE certain UK pension liabilities related to the oil and gas businesses of BHGE and certain specified former oil and gas businesses of GE on what is intended to be a fully funded basis (using agreed upon actuarial assumptions). No liabilities associated with GE’s broad-based U.S. defined benefit pension plan (the “GE Pension Plan”) will be transferred to BHGE.

- The Tax Matters Agreement with GE (the “Tax Matters Agreement”) that was negotiated at the time of the merger between Baker Hughes Incorporated and GE Oil & Gas (the “Merger”) in July 2017 will be clarified but otherwise will remain substantially in place, and both companies retain the ability to monetize certain tax benefits.
- Under the terms of the Master Agreement Framework, the annual intercompany services fee of \$55 million that BHGE agreed to pay GE as part of the Merger will be reduced by 50% to \$27.5 million per year beginning on January 1, 2019. The intercompany services agreement will terminate 90 days following the Trigger Date (except with respect to certain tools access, as described below).

We have also agreed with GE to cooperate on a proposed sale by GE of part of its stake in us into the market and to a concurrent repurchase of another part of GE’s stake by BHGE. Together, these transactions are expected to reduce GE’s stake in BHGE to no less than 50.1%. GE’s remaining stake would be subject to a 180-day lock-up prohibiting certain further sales into the market without consent from the underwriting banks.

We believe that the Master Agreement Framework will allow us to continue to deliver a differentiated fullstream portfolio with minimal changes to our operating processes. In aggregate, we anticipate that the net financial impact of the agreements contemplated by the Master Agreement Framework will have a slightly negative impact on our operating margin rates of approximately 20 to 40 basis points.

In addition, we expect to incur one-time charges related to separation from GE of approximately \$0.2 to \$0.3 billion over the next 3 years. We expect these charges to be primarily related to the build-out of information technology infrastructure as well as customary transaction fees.

Entry into the Master Agreement Framework has been approved by the Conflicts Committee of the Board of Directors of the Company as required under the Original Stockholders Agreement.

The above summary of the terms of the Master Agreement Framework is not a complete description thereof and is qualified in its entirety by the discussion of the individual agreements below and the full text of such agreements which are filed as exhibits hereto and incorporated herein by reference.

Item 1.01 Entry into a Material Definitive Agreement.

Master Agreement

On November 13, 2018, GE, BHGE and BHGE LLC entered into a Master Agreement, which provides, among other things, that the parties will (1) immediately following execution of the Master Agreement, enter into amended and restated versions of the Stockholders Agreement, Supply Agreements, Non-Competition Agreement, Channel Agreement, Intercompany Services Agreement, GE Digital Master Products and Services Agreement, IP Cross License Agreement and Trademark License Agreement, each as described below, (2) use commercially reasonable efforts to negotiate in good faith definitive agreements that contain all of the terms included in (a) an aero-derivative joint venture term sheet, which, among other things, sets forth the terms on which BHGE LLC and GE would form and operate a joint venture for acquiring aero-derivative gas turbine engines and new product introductions related thereto (and ancillary agreements, including distribution agreements related thereto), (b) an industrial steam turbine term sheet, which, among other things, sets forth the terms on which BHGE LLC would be granted an option, exercisable following completion of any applicable information and consultation processes with employee representative bodies, to transfer certain of its assets, liabilities and employees that are related to BHGE LLC’s existing business of developing, designing, engineering, marketing, supplying, installing and servicing certain industrial steam turbine product lines (the “Industrial Steam Turbine Business”) to GE, (c) an exclusive distribution term sheet with respect to heavy duty gas turbines arrangements and (d) a tax matters term sheet, which among other things, clarifies how certain tax benefits will be shared between the parties pursuant to the Tax Matters Agreement, and (3) immediately following execution of the Master Agreement, enter into the Aero Supply Agreement, the HDGT Supply Agreement, the Employee Benefits Matters Agreement and the Umbrella Aero-Derivatives IP Agreement, each as described below. The Master Agreement provides that if definitive agreements with respect to such term sheets are not entered into prior to January 31, 2019 that such term sheets will be binding on the applicable parties, except that the term sheet related to the Tax Matters Agreement will be binding immediately.

The foregoing description of the Master Agreement, and the term sheets attached thereto, is not a complete description thereof and is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 10.1 hereto, and incorporated herein by reference.

Aero-Derivatives Supply and Technology Development Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE LLC entered into a supply and technology development agreement under which, among other things, GE agrees to provide aero-derivative gas turbine technologies and components to BHGE LLC and the JV that is effective upon the Trigger Date (the “Aero Supply Agreement”), with licenses to certain tools and other IP being effective on signing.

Under the Aero Supply Agreement, GE and BHGE LLC undertake to cause the JV to join (following the closing of the JV transaction) the Aero Supply Agreement. The Aero Supply Agreement provides that GE will exclusively provide certain aero-derivative gas turbine technologies and components to the JV, and the JV will exclusively purchase certain aero-derivative gas turbine technologies and components from GE, subject to certain termination rights in favor of GE and the JV, including that GE has a right to terminate such exclusivity if, among other things, certain purchasing levels are not maintained (subject to specific cure provisions). The foregoing description of the Aero Supply Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 10.2 hereto, and incorporated herein by reference.

HDGT Supply Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE LLC entered into a supply agreement with respect to heavy duty gas turbine units, parts and components that is effective upon the Trigger Date (the “HDGT Supply Agreement”). The initial term of the HDGT Supply Agreement is five years for new units, and the later of 20 years and the operating service life for parts and components. Under the HDGT Supply Agreement, BHGE agrees to exclusively purchase certain units, parts and components from GE, and GE agrees to exclusively supply certain units, parts and components to BHGE, subject to certain termination rights.

The foregoing description of the HDGT Supply Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of such agreement, which is filed as Exhibit 10.3 hereto, and incorporated herein by reference.

Employee Benefits Matters Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE, BHGE and BHGE LLC entered into an employee benefits matters agreement (the “Employee Benefits Matters Agreement”). Under the Employee Benefits Matters Agreement, BHGE will cease participation at agreed upon times in certain GE US, UK and Dutch pension and retirement plans, and certain liabilities with respect to such plans will be allocated between BHGE and GE. GE will transfer to BHGE certain UK pension liabilities related to the oil and gas businesses of BHGE and certain identified oil and gas businesses of GE on what is intended to be a fully funded basis (using agreed upon actuarial assumptions). No liabilities associated with the GE Pension Plan will be transferred to BHGE. BHGE LLC will be responsible for certain liabilities with respect to certain BHGE employees who will not continue to participate in the GE Supplementary Pension Plan. The Employee Benefits Matters Agreement also provides that (1) no liabilities associated with the GE Retirement Savings Plan or GE post-termination health and welfare benefit programs will be transferred to BHGE and (2) effective on the date on which GE ceases to own at least 50% of the voting power of BHGE’s outstanding common stock, outstanding GE long-term incentive plan awards held by BHGE employees (i) will vest in full with respect to time-based conditions on such date and (ii) to the extent that the awards are options or stock appreciation rights, they will be exercisable until the earlier of (x) five years from such date and (y) the original award period under the applicable award agreement.

The foregoing description of the Employee Benefits Matters Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of such agreement, which will be filed with the U.S. Securities and Exchange Commission as an exhibit to the Company's Annual Report on Form 10-K for the year ending December 31, 2018.

Amended and Restated Stockholders Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE entered into an amendment and restatement (the "Amended and Restated Stockholders Agreement") of the Stockholders Agreement between GE and BHGE dated July 3, 2017, as amended (the "Original Stockholders Agreement"). The Amended and Restated Stockholders Agreement amends and restates certain provisions in the Original Stockholders Agreement to provide (1) for the termination of certain aspects of the transfer restrictions applicable to GE and its affiliates and the clarification of other aspects of such transfer restrictions (in each case, as further described below), (2) that, following the Trigger Date and until GE and its affiliates own less than 20% of the voting power of BHGE, GE will be entitled to designate one person for nomination to BHGE's board of directors, and (3) that the "Trigger Date" is the later of (x) the date on which GE and its affiliates cease to beneficially own, in the aggregate, more than 50% of the outstanding voting power of BHGE's common stock and (y) July 3, 2019.

The amendments to the transfer restrictions applicable to GE and its affiliates include the termination, effective as of November 12, 2018, of the prohibition (absent certain approvals by BHGE) on the transfer by GE and its affiliates of any shares of BHGE's Class A common stock, par value \$0.0001 per share ("Class A Common Stock") or BHGE's Class B common stock, par value \$0.0001 per share ("Class B Common Stock" and, together with Class A Common Stock, "BHGE Stock"), prior to July 3, 2019. Certain other aspects of the transfer restrictions remain in place, including restrictions on transfers prior to July 3, 2022 by GE and its affiliates of BHGE Stock that would result in a person or group owning more than 15% of the voting power of BHGE (other than transfers pursuant to widely distributed public offerings, including "spin-off" or "split-off" transactions) (the "Continuing Transfer Restrictions"). However, the Continuing Transfer Restrictions clarify that GE's obligation to cause a buyer of all of GE's paired interests of BHGE LLC membership units and Class B Common Stock, or all of GE's Class A Common Stock, to (a) offer to purchase all shares of Class A Common Stock held by non-GE stockholders for the same consideration and on otherwise substantially the same terms and conditions and (b) if such offer does not result in the buyer owning 100% of the outstanding shares of BHGE Stock, either assume GE's obligations under the Amended and Restated Stockholders Agreement or enter into a stockholders agreement with BHGE containing substantially the same terms and conditions as the Amended and Restated Stockholders Agreement, will not apply to a sale permitted by the Continuing Transfer Restrictions.

The foregoing description of the Amended and Restated Stockholders Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreement, which is filed as Exhibit 10.4 hereto, and incorporated herein by reference.

Amended and Restated Supply Agreement (GE to BHGE) and Amended and Restated Supply Agreement (BHGE to GE)

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE LLC each entered into amendments and restatements of two supply agreements (one with respect to the supply agreement under which GE is "Seller" and BHGE LLC is "Buyer" and one with respect to the supply agreement under which BHGE LLC is "Seller" and GE is "Buyer") (as amended and restated the "Amended and Restated Supply Agreements" and such agreements as in effect prior to such amendment and restatement, the "Original Supply Agreements"). The Amended and Restated Supply Agreements, among other things, amend and restate certain provisions of the Original Supply Agreements to provide that (1) the initial term with respect to certain control products will not end prior to the date that is four years following the Trigger Date and (2) GE is required to fulfill BHGE LLC's requirements, and vice versa, with respect to certain control products.

The foregoing description of the Amended and Restated Supply Agreements is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreements, which are filed as Exhibit 10.5 and Exhibit 10.6 hereto, and incorporated herein by reference.

Amended and Restated Non-Competition Agreement and Amended and Restated Channel Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE entered into an amendment and restatement (the “Amended and Restated Non-Competition Agreement”) of the Non-Competition Agreement between GE and BHGE dated July 3, 2017 (the “Original Non-Competition Agreement”). The Amended and Restated Non-Competition Agreement, among other things, amends and restates certain provisions of the Original Non-Competition Agreement to provide, in addition to the existing non-competition arrangements, that until the third anniversary of the Trigger Date, GE and its subsidiaries may not engage in certain additive activities related to certain oil and gas products and services and certain oil and gas companies.

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE entered into an amendment and restatement (the “Amended and Restated Channel Agreement”) of the Channel Agreement between GE and BHGE dated July 3, 2017 (the “Original Channel Agreement”). The Amended and Restated Channel Agreement, among other things, amends and restates certain provisions in the Original Channel Agreement (1) to extend the term of the channel with respect to the upgrade of certain controls systems products and services until the fourth anniversary of the Trigger Date and (2) to terminate the additives activities channel.

The foregoing description of the Amended and Restated Non-Competition Agreement and the Amended and Restated Channel Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of each such amended and restated agreements, which are filed as Exhibit 10.7 and Exhibit 10.8 hereto, and incorporated herein by reference.

Amended and Restated Intercompany Services Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE LLC entered into an amendment and restatement (the “Amended and Restated ISA”) of the Intercompany Services Agreement between GE and BHGE LLC dated July 3, 2017 (the “Original ISA”). The Amended and Restated ISA, among other things, amends and restates certain provisions in the Original ISA to provide that (1) the corporate assessment (i.e., the consideration for GE providing BHGE certain administrative services, technology access and use of the GE mark) would be reduced to \$27.5 million per year beginning on January 1, 2019 to reflect the scope of services currently being provided and (2) BHGE LLC would receive certain technology access until 48 months following the Trigger Date. The ISA will otherwise terminate 90 days following the Trigger Date.

The foregoing description of the Amended and Restated ISA is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreement, which is filed as Exhibit 10.9 hereto, and incorporated herein by reference.

Amended and Restated GE Digital Master Products and Services Agreement

On November 13, 2018, in connection with the Master Framework Agreement, GE Digital LLC and BHGE LLC entered into an amendment and restatement (the “Amended and Restated GE Digital MPSA”) of the GE Digital Master Products and Services Agreement between GE Digital LLC and BHGE LLC dated July 3, 2017 (the “Original GE Digital MPSA”). The Amended and Restated GE Digital MPSA, among other things, amends and restates certain provisions in the Original GE Digital MPSA (1) to reflect a new pricing structure between the parties, (2) to establish service level agreement between the parties, (3) to set up a governance council and other mechanisms to monitor the performance of the Amended and Restated GE Digital MPSA, (4) to establish a roadmap of products that GE Digital LLC will develop and governance provisions around the roadmap and (5) to establish an escrow of the source code of certain software offered to BHGE LLC for the benefit of customers of BHGE LLC in case GE Digital LLC ceases to do business in the ordinary course or if other customary release conditions are satisfied. The Amended and Restated GE Digital MPSA now covers the entire spectrum of GE Digital offerings that BHGE LLC resells and/or distributes to third parties. Subject to certain exceptions, BHGE LLC is the exclusive reseller of such offerings to entities engaged in oil and gas activities in the oil and gas industry.

The foregoing description of the Amended and Restated GE Digital MPSA is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreement, which is filed as Exhibit 10.10 hereto, and incorporated herein by reference.

Amended and Restated IP Cross License Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE LLC entered into the Amended and Restated Intellectual Property Cross License Agreement (the "A&R IP Cross License Agreement") to amend and restate the Intellectual Property Cross License Agreement dated July 3, 2017 (the "Original IP Cross License Agreement"). The A&R IP Cross License Agreement, among other things, amends and restates certain provisions in the Original IP Cross License Agreement to allow licenses granted to BHGE LLC under the agreement to survive termination for certain intellectual property actually in use or held for use by BHGE LLC on the Trigger Date or that was used by the GE oil and gas business ("GE O&G") during the five year period prior to July 3, 2017. The A&R IP Cross License Agreement will not take effect unless and until definitive agreements are entered into with respect to all term sheets attached to the Master Agreement. In the event definitive agreements are not entered into with respect to all such term sheets, the A&R IP Cross License Agreement shall not become effective and the Original IP Cross License Agreement will remain in place. In addition, GE and BHGE LLC have entered into a side letter to the A&R IP Cross License Agreement (the "IP Cross License Side Letter") which provides for the transfer of certain patents and patent applications.

The foregoing description of the A&R Intellectual Property Cross License Agreement and the IP Cross License Side Letter is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreement and side letter, respectively, which are filed as Exhibit 10.11 and Exhibit 10.12 hereto, and incorporated herein by reference.

Amended and Restated Trademark License Agreement

On November 13, 2018, in connection with the Master Agreement Framework, GE and BHGE LLC entered into the Amended and Restated Trademark License Agreement (the "A&R Trademark License Agreement") to amend and restate the Trademark License Agreement dated July 3, 2017 (the "Original Trademark License Agreement"). The A&R Trademark License Agreement, among other things, amends and restates certain provisions in the Original Trademark License Agreement to provide a pre-negotiated phase-out period for BHGE LLC's use of the GE word mark and GE monogram logo in the event that GE ceases to beneficially own more than 50% of the voting power of the outstanding BHGE Stock.

The foregoing description of the A&R Trademark License Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreement, which is filed as Exhibit 10.13 hereto, and incorporated herein by reference.

Umbrella Aero-Derivatives IP Agreement

On November 13, 2018, GE and BHGE LLC entered into an Umbrella Aero-Derivatives IP Agreement under which, among other things the parties agree to clarify their respective rights, limitations and obligations with respect to certain intellectual property ("IP") of GE Aviation in light of the Aero Supply Agreement and the IP Cross License Agreement (the "Umbrella Aero-Derivatives IP Agreement").

Under the Umbrella Aero-Derivatives IP Agreement, GE Aviation's IP existing prior to December 1, 2018 will be governed by the terms of the IP Cross License Agreement. All other GE Aviation IP existing on or after December 1, 2018 will be governed by the terms of the Aero-Derivative Supply Agreement. However, certain IP existing prior to December 1, 2018 that is unable to be segregated from GE Aviation's IP existing on or after December 1, 2018 will be governed by the terms of the Aero-Derivative Supply Agreement.

The foregoing description of the Umbrella Aero-Derivatives IP Agreement is not a complete description thereof and is qualified in its entirety by reference to the full text of such amended and restated agreement, which is filed as Exhibit 10.14 hereto, and incorporated herein by reference.

Item 8.01 Other Events.

As of the date of this filing, in addition to the risk factors contained in the Annual Report on Form 10-K for the year ended December 31, 2017, the Company is subject to the following risk factors:

We may experience challenges relating to the ongoing integration of Baker Hughes Incorporated and GE O&G or the separation from GE that may result in a decline in the anticipated benefits of the Combination Transactions (defined below) and the Master Agreement Framework.

The business combination of GE O&G and Baker Hughes Incorporated (the “Combination Transactions”) involved the combination of two businesses that previously operated as independent businesses. The Company has been and will continue to be required to devote management attention and resources to integrating its business practices and operations, as well as to the separation from GE.

If we experience difficulties with the ongoing integration process or with the separation from GE, the anticipated benefits of the Combination Transactions and the Master Agreement Framework may not be realized fully or at all, may take longer to realize than expected, or may be offset by the decrease in business from certain customers or other negative impacts. These integration matters and the impact of the separation from GE could have an adverse effect on our business, results of operations, financial condition or other prospects on an ongoing basis.

We have incurred and will continue to incur costs in connection with the Combination Transactions and the integration of the two businesses. We also expect to incur additional costs in connection with the Master Agreement Framework and the separation from GE.

As a result of the Combination Transactions, there are many systems that must be successfully integrated between the two businesses, including information management, purchasing, accounting and finance, sales, billing, payroll and benefits, fixed asset and lease administration systems and regulatory compliance.

Separately, on November 13, 2018, the Company, BHGE LLC and GE entered into the Master Agreement Framework designed to further solidify the commercial and technological relationships between the two companies to facilitate BHGE’s ability to transition from operating as a controlled company. In particular, the Master Agreement Framework contemplates long-term agreements between the Company, BHGE LLC and GE on technology, fulfillment and other key areas to provide greater clarity to customers and shareholders. Certain of the transactions contemplated by the Master Agreement Framework may be subject to regulatory approvals. The Combination Transactions involved the combination of two businesses that previously operated as independent businesses. The Company has been and will continue to be required to devote management attention and resources to integrating its business practices and operations, as well as to the separation from GE.

Our entry into the Master Agreement Framework with GE, the ongoing integration of these businesses, the separation from GE and any necessary changes to complete integration efforts based on the new business arrangements contemplated by the Master Agreement Framework may result in additional costs and difficulties. Actual costs related to the separation and the implementation of the changes contemplated by the Master Agreement Framework may be higher than anticipated and the Company may experience additional difficulties in effecting such changes.

We are a “controlled company” within the meaning of the New York Stock Exchange (“NYSE”) rules and, as a result, qualify for, and are relying on, exemptions from certain corporate governance requirements. As a result, our stockholders do not have the same protections afforded to stockholders of companies that are subject to such requirements. The interests of GE as a majority stockholder may differ from the interests of other stockholders of the Company. If we do not retain “controlled company” status in the event that GE sells additional equity in the future, we may during the phase-in period continue to rely on exemptions from certain corporate governance requirements that provide protection to stockholders of other companies.

Through its ownership of a majority of the Company's voting power and the provisions set forth in the Company charter, the Company bylaws and the Amended and Restated Stockholders Agreement, GE has the ability to designate and elect a majority of the Company's directors until the later of July 3, 2019 and the first date on which it ceases to hold more than 50% of the voting power of the Company's outstanding common stock. As a result of GE's ownership of a majority of the voting power of common stock, the Company is a "controlled company" as defined in NYSE listing rules and, therefore, is not subject to NYSE requirements that would otherwise require the Company to have (i) a majority of independent directors, (ii) a nominating committee composed solely of independent directors, (iii) the compensation of its executive officers determined by a majority of the independent directors or a compensation committee composed solely of independent directors, and (iv) director nominees selected, or recommended for the board's selection, either by a majority of the independent directors or a nominating committee composed solely of independent directors. In connection with the Master Agreement Framework, the Original Stockholders Agreement was amended and restated to provide that, following the Trigger Date and until GE and its affiliates own less than 20% of the voting power of the Company, GE will be entitled to designate one person for nomination to the Company's board of directors.

In the event that GE sells equity in the future, GE may cease to control a majority of the Company's voting power. Accordingly, we may no longer be a "controlled company" as defined in NYSE listing rules. Under the listing rules, a company that ceases to be a controlled company must comply with the independent board committee requirements as they relate to the nominating and corporate governance and compensation committees on the following phase-in schedule: (1) one independent committee member at the time it ceases to be a controlled company, (2) a majority of independent committee members within 90 days of the date it ceases to be a controlled company and (3) all independent committee members within one year of the date it ceases to be a controlled company. Additionally, NYSE listing rules provide a 12-month phase-in period from the date a company ceases to be a controlled company to comply with the majority independent board requirement. Although we believe we would be able to modify the composition of our board in a timely manner, during these phase-in periods our stockholders may not have the same protections afforded to stockholders of companies of which the majority of directors are independent. Furthermore, a change in the Company's board of directors and committee membership may result in a change in corporate strategy and operation philosophies, and may result in deviations from our current strategy. The Company is a party to the Tax Matters Agreement with GE. Under the Tax Matters Agreement, the Company could, under certain circumstances, be entitled to receive tax benefits in connection with the sale by GE of its equity interests in the Company. However, there is no assurance that the Company will realize any such benefits.

GE also has control over certain matters submitted to stockholders for approval, including changes in capital structure, transactions requiring stockholder approval under Delaware law and corporate governance, subject to the terms of the Amended and Restated Stockholders Agreement relating to GE's agreement to vote in favor of director nominees not designated by GE and to proposals by GE to acquire all of the shares of common stock held by non-GE stockholders. Even if GE sells equity in the future and is no longer a majority stockholder, GE may still exercise control or significant influence over matters submitted to the Company's stockholders for approval. GE may also have influence over matters that do not require stockholder approval. GE may have different interests than other holders of Class A Common Stock on these and other matters which may affect the Company's operational and financial decisions.

Among other things, GE's control could delay, defer, or prevent a sale of the Company that the Company's other stockholders support, or, conversely, this control could result in the consummation of such a transaction that other stockholders do not support. This concentrated control could discourage a potential investor from seeking to acquire Class A Common Stock and, as a result, might harm the market price of that Class A Common Stock.

Given GE's ownership of the majority of outstanding voting securities of the Company and the interactions that have taken place and will take place between the Company and GE, the Company's success depends in part on the reputation and success of GE. In the event that the Company is no longer controlled by GE, its success will remain partially dependent on GE through, among other things, their participation in the Company's business operations and strategy as described above, the Company's reliance on the long-term agreements and transitions services agreements between the Company and GE pursuant to the Master Agreement Framework and the public perception of the Company's affiliation with GE.

If we were to cease being a majority-owned subsidiary of GE in the future, such a separation could adversely affect our business and profitability. Uncertainty about the likelihood of any such separation could also adversely affect our business, financial condition and results of operations.

Following the Combination Transactions, we market many of our products and services using the “GE” brand name and logo. Although we believe that the association with GE provides many benefits, including: a strong brand, broad research and development capabilities, elevated status with suppliers and customers, and established relationships with regulators, the Company may in the future determine to rebrand its business or pursue alternative marketing strategies, which could adversely affect its ability to attract new customers or maintain existing business relationships with customers, suppliers and other business partners, all of which could have a material adverse effect on the Company’s business, financial condition and results of operations.

Although GE has licensed to us the right to use certain “GE” marks in the Company’s corporate name and on the products and services of our business in connection with certain oil and gas activities and other discrete oil and gas segments, that right to use those marks would be lost if the license were to expire or otherwise terminate, which may occur, among other reasons, in the event the Company ceases being a majority-owned subsidiary of GE (subject to certain phase-out provisions). As a consequence of such expiration or termination, the Company would need to remove the “GE” marks from its corporate name, products and services.

In addition, if we were to cease being a majority-owned subsidiary of GE, or there were otherwise a meaningful change in the relationships between GE and the Company beyond what is contemplated by the Master Agreement Framework, such an event or events could adversely affect, among other things, our ability to attract and retain customers. We may be required to provide more favorable pricing and other terms to our customers and take other action to maintain our relationship with existing, and attract new customers, all of which could have a material adverse effect on our business, financial condition and results of operations. For example, although GE would be subject to certain non-compete restrictions for a period of time following the Company no longer being a majority-owned subsidiary of GE, in the absence of an agreement regulating the go-to-market strategy and the reciprocal commercial and technical support between GE and the Company, GE may attempt to compete with us with respect to certain technologies and customer projects where we have adjacent or overlapping presence (e.g., steam turbines and gas turbines). Furthermore, we may lose cost synergies, joint investment and research and development opportunities, and access to customers, in fields where we and GE currently collaborate as per the terms of the Amended and Restated Channel Agreement (e.g., additive manufacturing and digital).

The potential separation from GE has created, and may continue to create, uncertainty among the Company’s customers, suppliers and other business partners. In addition, the Master Agreement Framework and related binding term sheets contemplate entering into a number of definitive agreements based on terms included therein. If the Company is unable to enter into definitive agreements with GE for any reason by certain specified deadlines, the business arrangements contemplated by the Master Agreement Framework may by their terms take effect in the absence of definitive agreements, which may lead to additional uncertainty and could have a material adverse effect on the Company’s business, financial condition and results of operations. The potential uncertainty due to these or other factors may undermine the Company’s business and have a material adverse effect on its financial condition and results of operations, and may cause increased volatility and wide price fluctuations in the Company’s stock price.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 [Master Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, Baker Hughes, a GE company, LLC and General Electric Company](#)
- 10.2 [Aero-Derivatives Supply and Technology Development Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, LLC and General Electric Company](#)
- 10.3 [HDGT Supply Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, LLC and General Electric Company](#)
- 10.4 [Amended and Restated Stockholders Agreement, dated November 13, 2018 between Baker Hughes, a GE company and General Electric Company](#)

- 10.5 [Amended and Restated Supply Agreement, dated as of November 13, 2018, between General Electric Company, as Seller, and Baker Hughes, a GE company, LLC, as Buyer](#)
- 10.6 [Amended and Restated Supply Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, LLC, as Seller, and General Electric Company, as Buyer](#)
- 10.7 [Amended and Restated Non-Competition Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company](#)
- 10.8 [Amended and Restated Channel Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company](#)
- 10.9 [Amended and Restated Intercompany Services Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC](#)
- 10.10 [Amended and Restated GE Digital Master Products and Services Agreement, dated as of November 13, 2018, between GE Digital LLC and Baker Hughes, a GE company, LLC](#)
- 10.11 [Amended and Restated IP Cross License Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC](#)
- 10.12 [Side Letter to the Amended and Restated IP Cross License Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC](#)
- 10.13 [Amended and Restated Trademark License Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC](#)
- 10.14 [Umbrella Aero-Derivatives IP Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC](#)

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Master Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, Baker Hughes, a GE company, LLC and General Electric Company
10.2	Aero-Derivatives Supply and Technology Development Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, LLC and General Electric Company
10.3	HDGT Supply Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, LLC and General Electric Company
10.4	Amended and Restated Stockholders Agreement, dated as of November 13, 2018 between Baker Hughes, a GE company and General Electric Company
10.5	Amended and Restated Supply Agreement, dated as of November 13, 2018, between General Electric Company, as Seller, and Baker Hughes, a GE company, LLC, as Buyer
10.6	Amended and Restated Supply Agreement, dated as of November 13, 2018, between Baker Hughes, a GE company, LLC, as Seller, and General Electric Company, as Buyer
10.7	Amended and Restated Non-Competition Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company
10.8	Amended and Restated Channel Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company
10.9	Amended and Restated Intercompany Services Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC
10.10	Amended and Restated GE Digital Master Products and Services Agreement, dated as of November 13, 2018, between GE Digital LLC and Baker Hughes, a GE company, LLC
10.11	Amended and Restated IP Cross License Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC
10.12	Side Letter to the Amended and Restated IP Cross License Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC
10.13	Amended and Restated Trademark License Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC
10.14	Umbrella Aero-Derivatives IP Agreement, dated as of November 13, 2018, between General Electric Company and Baker Hughes, a GE company, LLC

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BAKER HUGHES, A GE COMPANY

Dated: November 13, 2018

By: _____
/s/ Lee Whitley
Lee Whitley
Corporate Secretary

BAKER HUGHES, A GE COMPANY, LLC

Dated: November 13, 2018

By: _____
/s/ Lee Whitley
Lee Whitley
Corporate Secretary

MASTER AGREEMENT

dated as of

November 13, 2018

among

GENERAL ELECTRIC COMPANY,

BAKER HUGHES, A GE COMPANY,

and

BAKER HUGHES, A GE COMPANY, LLC

TABLE OF CONTENTS

	Page
ARTICLE I	
DEFINITIONS	
Section 1.01. Definitions	2
ARTICLE II	
REPRESENTATIONS AND WARRANTIES OF BHGE AND BHGE LLC	
Section 2.01. Existence and Power	3
Section 2.02. Authorization; No Conflict; Governmental Authorization	4
Section 2.03. Finders' Fees	5
ARTICLE III	
REPRESENTATIONS AND WARRANTIES OF GE	
Section 3.01. Existence and Power	5
Section 3.02. Authorization; No Conflict; Governmental Authorization	5
Section 3.03. Finders' Fees	6
ARTICLE IV	
GE SECONDARY OFFERING	
Section 4.01. [Reserved]	7
Section 4.02. Secondary Offering	7
Section 4.03. Future Dispositions	8
ARTICLE V	
ADDITIONAL AGREEMENTS AND AMENDMENTS	
Section 5.01. Additional Agreements	8
Section 5.02. Amendments	9
Section 5.03. New Agreements	10
Section 5.04. Binding Effect; Effectiveness	11
Section 5.05. Services	11
Section 5.06. Shared Sites	12

ARTICLE VI
GENERAL PROVISIONS

Section 6.01.	Notices	13
Section 6.02.	Interpretations	14
Section 6.03.	Governing Law; Jurisdiction; Specific Performance	15
Section 6.04.	Counterparts; Electronic Transmission of Signatures	15
Section 6.05.	Assignment; No Third Party Beneficiaries	15
Section 6.06.	Expenses	16
Section 6.07.	Severability	16
Section 6.08.	Entire Agreement	16
Section 6.09.	Amendment	16
Section 6.10.	Waiver	16

EXHIBITS

Exhibit A	Aeroderivatives Joint Venture Agreements Term Sheet
Exhibit B	HDGT Distribution Agreement Term Sheet
Exhibit C	Industrial Steam Turbines Term Sheet
Exhibit D	Form of Amended and Restated Supply Agreement (GE to BHGE LLC)
Exhibit E	Form of Amended and Restated IP Cross-License Agreement
Exhibit F	Form of Amended and Restated Non-Competition Agreement
Exhibit G	Form of Amended and Restated Channel Agreement
Exhibit H	Form of Amended and Restated GE Digital Agreement
Exhibit I	Form of Amended and Restated Stockholders Agreement
Exhibit J	Form of Amended and Restated Trademark License Agreement
Exhibit K	Form of Amended and Restated Intercompany Services Agreement
Exhibit L	Form of Amended and Restated Supply Agreement (BHGE LLC to GE)
Exhibit M	Tax Matters Term Sheet
Exhibit N	Form of Aeroderivatives Supply and Technology Development Agreement (GE Aviation to joint venture)
Exhibit O	Form of HDGT Supply Agreement (GE to BHGE LLC)
Exhibit P	Form of Employee Benefit Matters Agreement
Exhibit Q	Form of Umbrella Agreement
Exhibit R	Form of Confidentiality Letter

MASTER AGREEMENT

MASTER AGREEMENT (this “**Agreement**”), dated as of November 13, 2018, among General Electric Company, a New York corporation (“**GE**”), Baker Hughes, a GE company, a Delaware corporation (“**BHGE**”), and Baker Hughes, a GE company, LLC, a Delaware limited liability company and an indirect subsidiary of BHGE (“**BHGE LLC**”).

WITNESSETH:

WHEREAS, GE and the predecessors-in-interest to BHGE and BHGE LLC, along with certain other parties thereto, entered into that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, as amended by that certain Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017 (as so amended, the “**Transaction Agreement**”), pursuant to which, among other things, GE and BHI combined GE O&G with BHI and effected the transactions contemplated by the Transaction Agreement, resulting in GE owning Paired Interests (as defined below) and BHGE indirectly owning common units in BHGE LLC;

WHEREAS, the transactions contemplated by the Transaction Agreement, including entry into the Ancillary Agreements and the Long-Term Ancillary Agreements, were consummated on July 3, 2017;

WHEREAS, GE, BHGE and BHGE LLC desire to restructure their existing relationships to facilitate BHGE’s ability to operate as an independent and standalone company, and to enter into certain other mutually-beneficial long-term arrangements (the “**Restructuring**”);

WHEREAS, in connection with the Restructuring, GE, BHGE and BHGE LLC, as applicable, desire to enter into, or cause an appropriate Affiliate to enter into, each of the Additional Agreements (as defined below) and desire to amend the Long-Term Ancillary Agreements and the Ancillary Agreements in the manner provided by this Agreement;

WHEREAS, simultaneously with the execution and delivery of this Agreement, the parties hereto have entered into an Equity Repurchase Agreement, dated as of the date hereof; and

WHEREAS, the Conflicts Committee of the Board of Directors of BHGE (the “**BHGE Conflicts Committee**”) and the Board of Directors of BHGE (the “**BHGE Board**”) have each unanimously (a) determined that it is in the best interests of BHGE and its stockholders, and declared it advisable, to enter into this Agreement and the amendments, agreements and transactions contemplated hereby (collectively, the “**Transactions**”) and (b) determined that it is in the best interests of BHGE LLC and its members, and declared it advisable, to enter into this Agreement, the Additional Agreements and the Amendments.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GE, BHGE and BHGE LLC hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. (a) As used herein, the following terms have the following meanings:

“**Additional Agreements**” means, collectively, the agreements contemplated by Section 5.01 and Section 5.03.

“**Amendments**” means, collectively, the amendments and agreements contemplated by Section 5.02.

“**Cash Exchange Payment**” has the meaning assigned to it in the Exchange Agreement.

“**Demand Registration**” has the meaning assigned to it in the Registration Rights Agreement.

“**Exchange Agreement**” means that certain Exchange Agreement, dated as of July 3, 2017, among GE, BHGE and BHGE LLC.

“**GE Group**” has the meaning assigned to it in the Stockholders Agreement.

“**Paired Interest**” has the meaning assigned to it in the Exchange Agreement.

“**Registration Rights Agreement**” means that certain Registration Rights Agreement, dated as of July 3, 2017, between GE and BHGE.

“**Stockholders Agreement**” means that certain Stockholders Agreement, dated as of July 3, 2017, between GE and BHGE, as amended.

“**Term Sheets**” means, collectively, the term sheets described in Section 5.01 and Section 5.02 and attached as exhibits hereto.

“**Term Sheet Effective Date**” means January 31, 2019.

(a) Capitalized terms used but not herein defined have the meanings ascribed to them in the Transaction Agreement.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Definition	Defined in
Aeroderivatives Joint Venture Agreements	Section 5.01(a)
Aeroderivatives Supply and Technology Development Agreement (GE Aviation to joint venture)	Section 5.03(a)
Agreement	Preamble

Definition	Defined in
Amended and Restated Channel Agreement	Section 5.02(a)(iv)
Amended and Restated GE Digital Agreement	Section 5.02(a)(v)
Amended and Restated Intercompany Services Agreement	Section 5.02(a)(viii)
Amended and Restated IP Cross-License Agreement	Section 5.02(a)(ii)
Amended and Restated Non-Competition Agreement	Section 5.02(a)(iii)
Amended and Restated Stockholders Agreement	Section 5.02(a)(vi)
Amended and Restated Supply Agreement (GE to BHGE LLC)	Section 5.02(a)(i)
Amended and Restated Supply Agreement (BHGE LLC to GE)	Section 5.02(a)(ix)
Amended and Restated Tax Matters Agreement	Section 5.02(b)(i)
Amended and Restated Trademark License Agreement	Section 5.02(a)(vii)
BHGE	Preamble
BHGE Board	Recitals
BHGE Conflicts Committee	Recitals
BHGE LLC	Preamble
Confidentiality Letter	Section 5.03(e)
Employee Benefits Matters Agreement	Section 5.03(c)
Exchange	Section 4.02(b)(ii)
GE	Preamble
HDGT Supply Agreement (GE to BHGE LLC)	Section 5.03(b)
HDGT Distribution Agreement	Section 5.01(b)
Industrial Steam Turbines Agreement	Section 5.01(d)
JV	Section 5.01(a)
Other Agreements	Section 2.02(a)
Registration	Section 4.02(b)(i)(C)
Registration Statement	Section 4.02(b)(i)(C)
Relevant Subsidiary	Section 3.01
Restructuring	Recitals
Secondary Offering	Section 4.02(a)
Secondary Securities	Section 4.02(a)
Transaction Agreement	Recitals
Transactions	Recitals
Transition Services Agreement	Section 5.05
Umbrella Agreement	Section 5.03(d)
Underwriters	Section 4.02(b)(i)(C)
Underwriting Agreement	Section 4.02(b)(i)(C)

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF BHGE AND BHGE LLC

BHGE and BHGE LLC represent and warrant to GE as follows:

Section 2.01. Existence and Power . BHGE and BHGE LLC are validly existing under the laws of their jurisdiction of organization and are in good standing in each jurisdiction where such qualification is necessary, except where the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to materially impair or materially delay BHGE's or BHGE LLC's ability to perform or comply with its obligations under this Agreement or the Other Agreements or consummate the transactions contemplated hereby or thereby.

Section 2.02. Authorization; No Conflict; Governmental Authorization.

(a) Each of BHGE and BHGE LLC has the requisite power and authority to enter into and deliver this Agreement and all other agreements and documents contemplated hereby (collectively, the “**Other Agreements**”) to which it is a party and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Other Agreements by BHGE and BHGE LLC, the performance by BHGE and BHGE LLC of their respective obligations hereunder and under the Other Agreements and the consummation by BHGE and BHGE LLC of the Transactions have been duly and validly unanimously approved by the BHGE Conflicts Committee and the BHGE Board and the managing member of BHGE LLC. No other corporate proceedings on the part of BHGE or any Subsidiary of BHGE (including BHGE LLC) (including any vote of any class or series of outstanding capital stock) are necessary to authorize the execution and delivery of this Agreement or any of the Other Agreements, the performance by BHGE or BHGE LLC of their respective obligations hereunder or thereunder and the consummation by BHGE and BHGE LLC of the Transactions. This Agreement has been, and upon their execution the Other Agreements will be, duly executed and delivered by BHGE and BHGE LLC and, assuming due authorization, execution and delivery by GE, constitute valid and binding obligations of, as applicable, each of BHGE and BHGE LLC, respectively, enforceable against each of them in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

(b) None of the execution and delivery of this Agreement or any of the Other Agreements, by BHGE and BHGE LLC, as applicable, the consummation by BHGE and BHGE LLC of the Transactions or compliance by BHGE and BHGE LLC with any of the provisions contained herein or in the Other Agreements will (i) result in a violation or breach of or conflict with the certificate of incorporation or bylaws of BHGE or the organizational documents of any Subsidiary of BHGE (including BHGE LLC), (ii) result in a violation or breach of or conflict with any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or cancellation of, or give rise to a right of purchase under, or accelerate the performance required by BHGE or any Subsidiary of BHGE (including BHGE LLC) under, or result in a right of termination or acceleration under, or result in the creation of any Lien (other than a Permitted Lien) upon any of the properties or assets owned or operated by BHGE or any Subsidiary of BHGE (including BHGE LLC) under, or result in being declared void, voidable, or without further binding effect under any of the terms, conditions or provisions of, any note, bond, mortgage, indenture, deed of trust, license, contract, lease, agreement or other instrument or obligation of any kind to which BHGE or any Subsidiary of BHGE (including BHGE LLC) is a party or by which BHGE or any Subsidiary of BHGE (including BHGE LLC) or any of their respective properties or assets may be bound or (iii) result in the violation of any Laws applicable to BHGE or any Subsidiary of BHGE (including BHGE LLC) or any of their respective properties or assets. All of the conditions of the Exchange set forth in Section 2.01(c) of the Exchange Agreement to the extent that they have not been satisfied are hereby waived. None of the matters addressed in Section 2.01(c) of the Exchange Agreement will cause or result in any delay in the consummation of the Secondary Offering within the agreed timetable.

(c) The execution, delivery and performance by BHGE and BHGE LLC of this Agreement and the Other Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity other than (A) any forms, reports, schedules, registration statements and other documents required to be filed by BHGE or BHGE LLC with the SEC, (B) with respect to the Additional Agreements and the transactions contemplated thereby, pursuant to applicable competition or antitrust Laws, and (C) any action or filing as to which the failure to make or obtain would not reasonably be expected, individually or in the aggregate, to materially impair or materially delay BHGE's or BHGE LLC's ability to perform or comply with its obligations under this Agreement or the Other Agreements or consummate the transactions contemplated hereby or thereby.

Section 2.03. Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of BHGE or BHGE LLC who might be entitled to any fee or commission from any Person other than BHGE or BHGE LLC in connection with the transactions contemplated by this Agreement or the Other Agreements.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GE

GE represents and warrants to BHGE and BHGE LLC as follows:

Section 3.01. Existence and Power . GE and each applicable Subsidiary of GE (each such Subsidiary, a "**Relevant Subsidiary**") is validly existing under the laws of its jurisdiction of incorporation and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to be so qualified would not reasonably be expected, individually or in the aggregate, to materially impair or materially delay GE's or the Relevant Subsidiaries', as applicable, ability to perform or comply with its obligations under this Agreement or the Other Agreements or consummate the transactions contemplated hereby or thereby.

Section 3.02. Authorization; No Conflict; Governmental Authorization.

(a) Each of GE and the Relevant Subsidiaries has the requisite power and authority to enter into and deliver, as applicable, this Agreement and all other agreements and documents contemplated hereby to which it is a party and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and the Other Agreements by GE and the Relevant Subsidiaries, the performance by GE and the Relevant Subsidiaries of their obligations hereunder and under the Other Agreements and the consummation of the Transactions by GE and the Relevant Subsidiaries, have been duly and validly approved by GE

and the Relevant Subsidiaries, in each case as applicable. No other corporate proceedings on the part of GE or any Relevant Subsidiary (including any vote of any class or series of outstanding capital stock) are necessary to authorize the execution and delivery of this Agreement or any of the Other Agreements to which it is a party, the performance by GE of its obligations hereunder or thereunder and the consummation by GE of the Transactions. This Agreement has been, and upon their execution the Other Agreements will be, duly executed and delivered by GE and each Relevant Subsidiary, as applicable, and, assuming due authorization, execution and delivery by BHGE and BHGE LLC, constitute valid and binding obligations of GE or such Relevant Subsidiary, enforceable against it in accordance with their terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at Law).

(b) None of the execution and delivery of this Agreement or any of the Other Agreements by GE or any of the Relevant Subsidiaries, the consummation by GE of the Transactions or compliance by GE with any of the provisions contained herein or in the Other Agreements will (i) result in a violation or breach of or conflict with the organizational documents of GE or any of the Relevant Subsidiaries, (ii) result in a violation or breach of or conflict with any provisions of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination or cancellation of, or give rise to a right of purchase under, or result in a right of termination or acceleration under, or result in the creation of any Lien (other than a Permitted Lien) upon any of the properties or assets owned or operated by GE or any of the Relevant Subsidiaries under, or result in being declared void, voidable, or without further binding effect under any of the terms, conditions or provisions of, any note, bond, mortgage, indenture, deed of trust, license, contract, lease, agreement or other instrument or obligation of any kind to which GE or any Relevant Subsidiary is a party or by which GE or any of its properties or assets may be bound or (iii) result in the violation of any Laws applicable to GE. All of the conditions of the Exchange set forth in Section 2.01(c) of the Exchange Agreement to the extent that they have not been satisfied are hereby waived.

(c) The execution, delivery and performance by GE and the Relevant Subsidiaries of this Agreement and the Other Agreements and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with, any Governmental Entity other than (A) any forms, reports, schedules, registration statements and other documents required to be filed by GE with the SEC, (B) with respect to the Additional Agreements and the transactions contemplated thereby, pursuant to applicable competition or antitrust Laws, and (C) any action or filing as to which the failure to make or obtain would not reasonably be expected, individually or in the aggregate, to materially impair or materially delay GE's or the Relevant Subsidiaries', as applicable, ability to perform or comply with its obligations under this Agreement or the Other Agreements or consummate the transactions contemplated hereby or thereby.

Section 3.03. Finders' Fees. There is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of GE who might be entitled to any fee or commission from any Person other than GE in connection with the transactions contemplated by this Agreement or the Other Agreements.

ARTICLE IV

GE SECONDARY OFFERING

Section 4.01. [Reserved].

Section 4.02. Secondary Offering.

(a) The GE Group intends, subject to Section 4.02(c), to effect an underwritten registered secondary offering to the public of up to 101,200,000 shares of Class A Common Stock (the “**Secondary Securities**”), which includes 92,000,000 shares of Class A Common Stock to be offered in the initial offering and up to 9,200,000 additional shares of Class A Common Stock the Underwriters will have an option to purchase from the GE Group within 30 days following the date of the Underwriting Agreement, promptly following the date hereof (such option, the “**Additional Purchase**” and, collectively with the initial offering, the “**Secondary Offering**”).

(b) Subject to Section 4.02(c), BHGE shall take and, as applicable, shall cause BHGE LLC to take, all actions reasonably necessary, proper or advisable to facilitate the offer and sale of the Secondary Securities by the GE Group and to consummate the Secondary Offering promptly following the execution and delivery of this Agreement and consistent with the agreed offering, marketing and settlement timetable. Such actions shall include, without limitation, the following:

(i) on the date hereof or the next Business Day following the date hereof, or as otherwise determined by GE upon the advice of the Underwriters (as defined below) or otherwise:

(A) issuing one or more press releases announcing the execution of this Agreement and the Transactions;

(B) filing one or more current reports on Form 8-K with the SEC describing the press releases, the Transactions, the Additional Agreements and the Amendments;

(C) filing with the SEC an automatic shelf registration statement on Form S-3 (the “**Registration Statement**”) registering the offer and sale of certain securities from time to time in one or more transactions, including an unspecified amount of shares of Class A Common Stock by the GE Group, and causing such Registration Statement to become effective (the “**Registration**”), and taking such other actions that are contemplated by the Registration Rights Agreement in respect of a Demand Registration, including entering into an underwriting agreement (the “**Underwriting Agreement**”) with the GE and the underwriters in respect of the Secondary Offering (the “**Underwriters**”); and

(ii) taking all action necessary or appropriate under the Newco LLC Agreement (for purposes of this Article 4, as defined in the Stockholders Agreement) and the Exchange Agreement to permit the timely delivery of the Secondary Securities to the Underwriters on the relevant settlement date for such Secondary Securities, including by causing a number of shares of Class A Common Stock equal to the number of Secondary Securities to be purchased by the Underwriters on such settlement date to be issued in exchange for an equal number of Paired Interests surrendered by the GE Group pursuant to the Exchange Agreement (the exchange in connection with the Secondary Offering, the “**Exchange**”).

In furtherance of the foregoing, the parties agree that (A) this Agreement constitutes any notices or similar documents required to be given by any party under the Registration Rights Agreement to give effect to the Registration or under the Exchange Agreement to give effect to the Exchange, (B) that such notices or other documents shall be deemed to have been given or received, as applicable, at such times as are consistent with effecting the Secondary Offering on the timeline set forth above and (C) no Cash Exchange Payment election has been or will be made in respect of the Exchange.

(c) The size, pricing, timing and other matters relating to the consummation of the Secondary Offering shall be determined by GE in its sole discretion. For the avoidance of doubt, GE shall have the right to elect to terminate or defer the Secondary Offering in whole or in part until such later time as GE may determine in its sole discretion.

Section 4.03. Future Dispositions. Without in any way limiting the restrictions set forth in the Amended and Restated Stockholders Agreement, or the Newco LLC Agreement, following consummation of the Secondary Offering and for so long as GE is an Affiliate of BHGE, GE shall from time to time consult with, and consider in good faith any input provided by, BHGE prior to consummating any further disposition of all or a portion of GE’s interest in BHGE; provided, that the foregoing will in no way limit GE’s ability to pursue or effect, at GE’s sole discretion, any further disposition of Class A Common Stock or Paired Interests made in compliance with the Amended and Restated Stockholders Agreement and the Newco LLC Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS AND AMENDMENTS

Section 5.01. Additional Agreements. Between the date hereof and the Term Sheet Effective Date, BHGE, BHGE LLC and GE shall each use commercially reasonable efforts to negotiate in good faith the terms and conditions of and, as applicable, to enter into definitive agreements, effective on or prior to the Term Sheet Effective Date, with respect to the following arrangements:

(a) arrangements (collectively, the “**Aeroderivatives Joint Venture Agreements**”) for a joint venture between GE and BHGE for their aero-derivative gas turbine businesses (the “**JV**”) on the terms set forth in the term sheet attached hereto as Exhibit A, including:

(i) a joint venture agreement; and

(ii) related ancillary agreements, including an exclusive distribution agreement between the JV and each of GE and BHGE for distribution of aero-derivative units and parts, transition/permanent services agreements, a credit agreement and employee matters agreements;

(b) the exclusive distribution arrangements in respect of the heavy duty gas turbines arrangements, relating to equipment, parts and services in respect of heavy duty gas turbines, (collectively, the “**HDGT Distribution Agreement**”), substantially including the terms set forth in the term sheet attached hereto as Exhibit B;

(c) the industrial steam turbine arrangements (the “**Industrial Steam Turbines Agreement**”), substantially including the terms set forth in the term sheet attached hereto as Exhibit C.

Section 5.02. Amendments.

(a) Immediately following the execution of this Agreement, BHGE, BHGE LLC and GE shall, as applicable, enter into the following agreements and amendments:

(i) an amended and restated supply agreement (GE to BHGE LLC) (the “**Amended and Restated Supply Agreement (GE to BHGE LLC)**”), substantially in the form attached hereto as Exhibit D, amending and restating that certain supply agreement (GE to BHGE LLC), dated as of July 3, 2017, between GE and BHGE LLC;

(ii) an amended and restated intellectual property cross-license agreement (the “**Amended and Restated IP Cross-License Agreement**”), substantially in the form attached hereto as Exhibit E, amending and restating that certain intellectual property cross-license agreement, dated as of July 3, 2017, between GE and BHGE LLC;

(iii) an amended and restated non-competition agreement (the “**Amended and Restated Non-Competition Agreement**”), substantially in the form attached hereto as Exhibit F, amending and restating that certain non-competition agreement, dated as of July 3, 2017, between GE and BHGE;

(iv) an amended and restated channel agreement (the “**Amended and Restated Channel Agreement**”), substantially in the form attached hereto as Exhibit G, amending and restating that certain channel agreement, dated as of July 3, 2017, between GE and BHGE;

(v) an amended and restated GE digital master products and services agreement (the “**Amended and Restated GE Digital Agreement**”), substantially in the form attached hereto as Exhibit H, amending and restating that certain GE Digital master products and services agreement, dated as of July 3, 2017, between GE and BHGE LLC;

(vi) an amended and restated stockholders agreement (the “**Amended and Restated Stockholders Agreement**”), substantially in the form attached hereto as Exhibit I, amending and restating the Stockholders Agreement;

(vii) an amended and restated trademark license agreement (the “**Amended and Restated Trademark License Agreement**”), substantially in the form attached hereto as Exhibit J, amending and restating that certain trademark license agreement, dated as of July 3, 2017, between GE and BHGE LLC;

(viii) an amended and restated intercompany services agreement (the “**Amended and Restated Intercompany Services Agreement**”), substantially in the form attached hereto as Exhibit K, amending and restating that certain intercompany services agreement, dated as of July 3, 2017, between GE and BHGE LLC;

(ix) an amended and restated supply agreement (BHGE LLC to GE) (the “**Amended and Restated Supply Agreement (BHGE LLC to GE)**”), substantially in the form attached hereto as Exhibit L, amending and restating that certain supply agreement (BHGE LLC to GE), dated as of July 3, 2017, between GE Digital LLC and BHGE LLC.

(b) Between the date hereof and the Term Sheet Effective Date, BHGE, BHGE LLC and GE shall each use commercially reasonable efforts to negotiate in good faith the terms and conditions of and, as applicable, to enter into the following amendment, effective on or prior to the Term Sheet Effective Date:

(i) an amended and restated tax matters agreement (the “**Amended and Restated Tax Matters Agreement**”), substantially including the terms set forth in the term sheet attached hereto as Exhibit M, amending and restating that certain tax matters agreement, dated as of July 3, 2017, among GE, BHGE, EHHHC Newco, LLC, and BHGE LLC.

Section 5.03. New Agreements. Immediately following the execution of this Agreement, BHGE, BHGE LLC and GE shall, as applicable, enter into the following agreements:

(a) a supply and technology development agreement (GE Aviation to JV) (the “**Aeroderivatives Supply and Technology Development Agreement (GE Aviation to joint venture)**”), substantially in the form attached hereto as Exhibit N;

(b) a supply agreement for new units and services in respect of heavy duty gas turbines, (the “**HDGT Supply Agreement (GE to BHGE)**”), substantially in the form attached hereto as Exhibit O;

(c) the agreement in respect of certain employee benefits matters (the “**Employee Benefits Matters Agreement**”), substantially in the form attached hereto as Exhibit P;

(d) an umbrella agreement in respect of certain licensed tools (the “**Umbrella Agreement**”), substantially in the form attached hereto as Exhibit Q; and

- (e) a confidentiality side letter (the “**Confidentiality Letter**”), substantially in the form attached hereto as Exhibit R.

Section 5.04. Binding Effect; Effectiveness.

(a) While the parties hereto intend to convert each of the Term Sheets into one or more definitive agreements covering the subject matter of such Term Sheet prior to the Term Sheet Effective Date, the parties agree that each Term Sheet contains all material terms necessary to the transactions contemplated by such Term Sheet and that, to the extent definitive agreements do not replace any Term Sheet on or prior to the Term Sheet Effective Date, such Term Sheet or, if such Term Sheet concerns an amendment to an existing agreement between the parties to such Term Sheet, such existing agreement, as amended by such Term Sheet, shall be binding on the applicable parties from and after the Term Sheet Effective Date and thereafter shall govern the relationship of the parties with respect to such subject matter; provided, however, that the Amended and Restated Tax Matters Agreement Term Sheet shall be binding on the parties thereto as of the date hereof.

(b) In the event that the Aeroderivatives Supply and Technology Development Agreement (GE Aviation to joint venture) is not effective in accordance with the terms thereof on or prior to the Trigger Date (as defined in the Amended and Restated Stockholders Agreement), the parties shall enter into an aeroderivative supply and technology development agreement on the same terms as the Aeroderivatives Supply and Technology Development Agreement (except for such changes as are necessary so that the agreement no longer references GE’s power business and is only with respect to the BHGE Field of Use (as defined in the Aeroderivatives Supply and Technology Development Agreement)).

Section 5.05. Services. Between the date hereof and the Term Sheet Effective Date, the parties hereto shall use their commercially reasonable efforts to negotiate in good faith the terms and conditions of a definitive transition services agreement (the “**Transition Services Agreement**”), which Transition Services Agreement (i) shall provide for the provision of mutually agreed services substantially consistent with those provided under the Intercompany Services Agreement, as amended pursuant to this Agreement, to the extent the provision of such services is not prohibited by contract or applicable Law; provided, that the parties hereto will work together in good faith to identify alternative approaches with respect to such services not provided; (ii) shall include provisions governing the liability of the parties thereunder that are consistent with the Intercompany Services Agreement and appropriate for the services to be provided under the Transition Services Agreement, (iii) shall contemplate such services being provided at cost (calculated consistently, including with respect to any fees, costs or expenses associated with any such services provided by third party providers, with GE’s standard practice for pricing transition services in connection with dispositions) and related information rights consistent with GE’s standard practice for transition services provided in connection with dispositions; and (iv) each of the parties hereto shall enter into, or cause an appropriate Affiliate to enter into, promptly following the termination of the Intercompany Services Agreement in accordance with its terms. Notwithstanding the foregoing, in no event shall the Transition Services Agreement become operative prior to the termination of the Intercompany Services Agreement, as amended by this Agreement, with respect to the services contemplated by this Section 5.05, nor, for the avoidance of doubt, shall any duplicative payments be required in respect of any services.

Section 5.06. Shared Sites. The parties agree to work together in good faith and to use commercially reasonable efforts to develop a plan between the date hereof and January 1, 2019 (the “**Site Services Plan**”), consistent with the applicable terms of Section 5.04 of the Intercompany Services Agreement, as amended pursuant to this Agreement, to address real property on which employees of GE and BHGE LLC conduct work activities (each a “**Shared Site**” and collectively, the “**Shared Sites**”), including which party shall exit, remain, or lease or sublease each Shared Site for an appropriate transition period (the “**Intended Shared Site Actions**”) (which plan may change as a result of further discussions). Notwithstanding the foregoing, to the extent anything contained in this Section 5.06 is inconsistent with the provisions of Section 5.04 of the Intercompany Services Agreement, as amended pursuant to this Agreement, the provisions of this Section 5.06 shall control. For the avoidance of doubt, the terms of the plan developed pursuant to this Section 5.06 shall supersede any prior plan developed by the parties hereto with respect to the subject matter hereof. The parties hereto agree that each party shall work in good faith with the other party to carry out the Intended Shared Site Actions, including by seeking to mitigate stranded costs between the parties and by using commercially reasonable efforts to assist the other party in obtaining any necessary third party consents or approvals. In cases where one party will remain at a Shared Site that is currently leased by the other party, the parties shall use commercially reasonable efforts to have the remaining party enter into a lease for the property directly from the landlord rather than enter into a sublease arrangement. The parties agree that any lease or sublease between the parties with respect to a Shared Site, other than, unless mutually agreed, any arms’ length lease or sublease (including, for the avoidance of doubt, the Westway Plaza site in Houston, Texas), shall be at cost (calculated without markup or margin), unless otherwise required by applicable Law. The parties also agree that, notwithstanding anything to the contrary in the Intercompany Services Agreement, as amended pursuant to this Agreement, in the event the parties are no longer Affiliates, each party (the “**Indemnifying Party**”) shall fully indemnify, defend and hold harmless the other party (the “**Indemnified Party**”) for any Damages incurred by the Indemnified Party as a result of a third party landlord asserting that the Indemnifying Party’s employees were not permitted to use or occupy any Shared Site leased by the Indemnifying Party because of the loss of Affiliate status (provided that the Indemnified Party shall use commercially reasonable efforts to mitigate in accordance with applicable Law any loss for which the Indemnified Party seeks indemnification under this Section 5.06), and that such indemnification obligations shall survive the termination of the Intercompany Services Agreement in accordance with its terms. Notwithstanding anything to the contrary contained in this Section 5.06, neither party shall be obligated to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to be bound by any obligation or, except in the case of a sublease, remain secondarily or contingently liable for any liability) to any third party in respect of any necessary third party consent or approval or any sublease arrangement.

ARTICLE VI

GENERAL PROVISIONS

Section 6.01. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a party as shall be specified in a notice given in accordance with this Section 6.01:

(a) if to GE:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Telephone: (617) 443-3030
Attention: Mark Landis
Telephone: (617) 443-2902
Facsimile: (203) 286-2181
Email: jim.waterbury@ge.com
mark.landis@ge.com

with a further copy to (which shall not constitute notice):

Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
Attention: John A. Marzulli, Jr.
Rory O'Halloran
Waajid Siddiqui
Telephone: (212) 848-4000
Facsimile: (212) 848-7179
Email: jmarzulli@shearman.com
rory.o'halloran@shearman.com
waajid.siddiqui@shearman.com

(b) if to BHGE or BHGE LLC:

Baker Hughes, a GE Company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

with a further copy to (which shall not constitute notice):

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Arthur F. Golden
George R. Bason, Jr.
Michael Davis
Telephone: (212) 450-4000
Facsimile: (212) 450-5800
Email: arthur.golden@davispolk.com
george.bason@davispolk.com
michael.davis@davispolk.com

Section 6.02. Interpretations. When a reference is made in this Agreement to an Article, Section, Schedule or Exhibit, such reference shall be to an Article, Section, Schedule or Exhibit to this Agreement unless otherwise indicated. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” Any references in this Agreement to “the date hereof” refers to the date of execution of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to “this Agreement,” “hereof,” “herein,” and “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement and include any exhibits or other attachments to this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. The parties hereto have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement or interim drafts of this Agreement.

Section 6.03. Governing Law; Jurisdiction; Specific Performance.

(a) This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. Each of the parties hereto consents specifically to the personal and exclusive jurisdiction of any state or federal court having subject matter jurisdiction in the County of New York, State of New York with respect to any dispute arising out of, relating to or in connection with this Agreement or any of the Transactions, and any action for injunctive relief, and irrevocably waive their right to contest venue in any such courts. Each of the parties hereto agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 6.01 shall be effective service of process for any suit or proceeding in connection with this Agreement or any of the Transactions.

(b) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach. In circumstances where the parties are obligated to consummate the Transactions and the Transactions have not been consummated, each of the parties expressly acknowledges and agrees that the other party shall have suffered irreparable harm, that monetary damages will be inadequate to compensate such other party and that such other party shall be entitled to enforce specifically the breaching party's obligation to consummate the Transactions.

Section 6.04. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 6.05. Assignment; No Third Party Beneficiaries.

(a) This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void. Notwithstanding the foregoing, any party hereto may assign this Agreement or any of its rights or obligations under this Agreement to an Affiliate of such party upon notice to the non-assigning parties hereto; provided, however, that no such assignment shall release the assigning party from any of its obligations or liabilities under this Agreement.

(b) Nothing in this Agreement shall be construed as giving any Person, other than the parties hereto and their heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 6.06. Expenses. Except as otherwise specifically provided herein, each party hereto shall bear its own expenses in connection with this Agreement and the Transactions.

Section 6.07. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Section 6.08. Entire Agreement. This Agreement (including the exhibits hereto) constitutes the entire agreement, and supersedes all other prior agreements and understandings (both written and oral), among the parties hereto with respect to the subject matter hereof and thereof.

Section 6.09. Amendment. This Agreement may be amended by the parties hereto by an instrument in writing signed on behalf of each of the parties hereto.

Section 6.10. Waiver. Any failure of any of the parties to comply with any obligation, representation, warranty, covenant or agreement herein may be waived at any time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant or agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

[The remainder of this page has been intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

Exhibit A

Aero JV

Term Sheet

Baker Hughes, a GE company, LLC (“**BHGE**”), acting through its Turbomachinery and Process Solutions business unit (“**TPS**”) and the legal entities operating on its behalf, and General Electric Company, a New York corporation (“**GE**”), acting through its GE Power business unit (“**GE Power**”) and the legal entities operating on its behalf (each of BHGE and GE, a “**party**” and, together, the “**parties**”) shall enter into one or multiple definitive agreements (collectively, the “**JV Agreement**”) in order to effect a joint venture of the parties’ respective aero-derivative gas turbine businesses (the “**JV**”) on the following terms and subject to the following conditions, as well as any additional terms and conditions as the parties agree, which additional terms and conditions shall be consistent with the terms and conditions hereof.

Legal Entity; Jurisdiction; Classification; Residency

The form, jurisdiction of organization, entity classification for tax purposes, tax residency of the JV and any other matter which could reasonably have a material tax implication upon the formation of the JV will be discussed and be reasonably satisfactory to each party. In addition, any transactions with respect to the JV contemplated amongst any member of the GE Group on the one hand and any member of the BHGE Group on the other will be discussed in good faith to achieve a mutually acceptable tax outcome to both parties.

Scope of Business

The scope of the JV shall be the Aero Business. “**Aero Business**” shall be limited to the Segments (as defined below) and shall consist, to the extent of the Segments, of the business, conducted anywhere in the world, of (a) acquiring aero-derivative gas turbine engines (“**Aero Units**”) from GE’s GE Aviation business unit (“**GE Aviation**”), and parts and components of such engines for purposes of repair, refurbishment and maintenance (collectively, “**Aero Parts**”), (b) maintaining inventory of Aero Units and Aero Parts, including rotables, (c) maintaining and operating an “ELTO” (equipment leased to others) lease pool, (d) directing, supervising and funding new product introductions and engineering services for Aero Units and Aero Parts, (e) selling Aero Units and Aero Parts to GE, BHGE and Authorized Service Providers (“**ASPs**”), (f) exclusively managing all aero-derivative gas turbine ASP relationships (vis-à-vis GE and BHGE), including contract management, compliance and audit, (g) owning and operating Aero Unit service facilities and servicing Aero Units at such facilities for the account of GE and BHGE, and (h) selling, refurbishing, repairing and replacing Aero Parts for the account of GE and BHGE, in each of (a)-(h) above, solely with respect to the Segments. The JV shall not engage in business directly with third-party customers other than GE, BHGE and the ASPs, as the JV will not have direct customer relationships other than with ASPs.

Contributions

- The parties shall contribute to the JV the assets and liabilities further described on Schedule I.
- The parties will provide customary representations, warranties and indemnities for a transaction of this type. The parties anticipate that the JV will assume liabilities to the extent relating to their contributed assets, rather than structuring the liabilities on a “pre/post” basis, subject to due diligence and agreeing to treat some such liabilities as potential “excluded liabilities” that the contributing party will retain. Such representations, warranties, indemnities and (if any) excluded liabilities will be subject to further negotiation by the parties in good faith.

Settlement Payment; Working Capital Adjustment

At the closing of the JV, BHGE will pay GE \$60 million in cash. There will be a customary adjustment mechanism to adjust for the amount of the parties’ respective contributed working capital (including BHGE’s credit with GE Aviation contributed to the JV) (and debt, if any) at the closing. The target working capital for each parties’ respective contributed working capital is set forth on Schedule IV. The treatment of pre-closing taxes shall be discussed by the parties.

Ancillary Agreements

At the closing of the JV, the JV will enter into the Supply and Technology Development Agreement (the “**Supply Agreement**”) with GE Aviation (pursuant to which the JV will purchase Aero Units and Aero Parts from GE Aviation), the form of which has been agreed. In connection with the negotiation of the JV Agreement, BHGE and GE will negotiate in good faith the following agreements, among others (such agreements, together with the Supply Agreement, the “**Ancillary Agreements**”), which shall be executed at the closing of the JV:

- an exclusive distribution agreement between the JV and BHGE (the “**BHGE Distribution Agreement**”) pursuant to which, on the terms and subject to the conditions set forth on Schedule III-A (and such other consistent terms and conditions as the parties thereto shall agree), the JV will agree to sell to BHGE and BHGE will commit to purchase from the JV Aero Units and Aero Parts for use in the “**O&G Segment**” (as defined on Schedule III-A and will be included in the BHGE Distribution Agreement);
- an exclusive distribution agreement between the JV and GE (the “**GE Distribution Agreement**” and, together with the BHGE Distribution Agreement, the “**Exclusive Distribution Agreements**”) pursuant to which, on the terms and subject to the conditions set forth on Schedule III-B (and such other consistent terms and conditions as the parties thereto shall agree), the JV will agree to sell to GE and GE will commit to purchase from the JV Aero Units and Aero Parts for use in the “**Power Segment**” (as

defined on Schedule III-B and will be included in the GE Distribution Agreement) (each of the O&G Segment and the Power Segment, a “**Segment**”);

- a services agreement between the JV and BHGE (under which BHGE will provide certain transition and other permanent services to the JV at fully-loaded cost);
- a services agreement between the JV and GE (under which GE will provide certain transition and other permanent services to the JV at fully-loaded cost);
- an ELTO services agreement among the JV, GE and BHGE under which the JV will provide ELTO services to GE and BHGE at fully-loaded cost;
- a credit agreement for the WC Credit Facility (defined below);
- a secondment agreement between the JV and BHGE (under which BHGE will second certain employees to the JV); and
- a secondment agreement between the JV and GE (under which GE will second certain employees to the JV).

The JV Agreement or an Ancillary Agreement will contain the terms set forth on the JV IP Term Sheet attached as Schedule II.

Employees and Seconddees

- The JV is expected to directly employ substantially all of the individuals providing services primarily related to the JV, including employees of the service shops listed in item (1) on Schedule I and most of the BHGE and GE personnel that make up the product management and engineering support organizations of each party’s aero-derivative business. However, the JV may receive services of certain key employees identified on Appendix 1 by way of secondment (it being understood that the parties expect such seconded key employees to rotate out of the corresponding positions at some point). Appendix 1 is illustrative and intended to indicate the types of key employees that may provide services to the JV by way of secondment, rather than a prescribed internal organizational chart for the JV (which shall be subject to the determination of the CEO).
- Employees of the JV will participate in GE benefit plans, BHGE benefit plans, or new plans established by the JV. If employees are required to participate in new JV plans, the JV will provide transition payments to ensure that benefits are comparable in the aggregate to the BHGE or GE plans, as applicable, for at least one year from commencing participation in the new JV plans. Such comparability shall reflect the cost of any GE defined benefit pension benefits that the employees participated in prior to commencing participation in the new plans.

Capital Contributions; Equity Interests; Funding

- The JV will provide severance parity for any employees who incur an involuntary termination within one year after transferring to the JV. The JV will establish its own cash incentive plans and will not establish any equity compensation plans.
- In consideration for the parties' respective contribution to the JV, the \$60 million cash payment from BHGE to GE described above, and BHGE's funding and licensing commitment with respect to the LM9000 and LM2500 G-5 programs described below, each of BHGE and GE will be issued a 50% equity interest in the JV. The JV will have a single class of equity interests.
- In addition to any agreed initial capital contributions, in lieu of additional capital contributions, the parties shall make available to the JV a secured credit agreement to be used for working capital purposes (the "**WC Credit Facility**"). The parties will discuss in good faith which assets of the JV will secure the WC Credit Facility. Each party will be a lender, in equal proportions, under the WC Credit Facility. The WC Credit Facility will contain customary terms and conditions for a facility of this type, which shall, in any event, include: (a) a to-be-agreed maximum commitment dollar amount not to exceed \$50,000,000, (b) a prevailing market interest rate, (c) customary representations, warranties, events of default and financial covenants, and (d) a maturity not to exceed seven years.
- BHGE covenants to use commercially reasonable efforts to fund to completion the LM9000 and LM2500 G-5 programs. "Commercially reasonable efforts" shall be measured consistently with efforts made to fund and complete prior programs (in the case of the LM9000, by reference to the LMS100, and in the case of the LM2500 G-5, by reference to the LM2500 G-4 and the LM9000), including funding, management and other applicable resources. At the closing of the JV, each party (and if appropriate the JV) will have a royalty-free license to each party's rights in the LM9000 and LM2500 G-5 programs and BHGE will enter into a supply agreement with GE to provide GE with assembled LM9000 engines. The pricing of such engines under that supply agreement shall be at "fully loaded" cost, which includes proportionately-allocated capital expenditures only to the extent of the development costs for the LM9000 program and not any capital expenditures after the production of the first unit for such program. Such proportionately-allocated capital expenditures will be included only to the extent that they are necessary to enable assembly and testing of

LM9000 engines in BHGE's Massa or Florence facilities, and will exclude any capital expenditures required to enable castings of LM9000 parts to the extent those were contributed to the JV. There will be a "ramp up" period for purposes of setting "fully loaded" cost so that the development costs impact will be minimized for an initial set of engines, and the total amount of development costs will be amortized over a reasonable number of engines.

Governance of the JV

- The business and affairs of the JV will be managed by a Board of Directors (the "**Board**"). The Board shall also address any outstanding issues or disputes as to whether a given commercial opportunity falls within the O&G Segment or the Power Segment (disputes over which shall be a Significant Matter); in that connection the Directors shall consider prior aero-derivative projects retrospectively and how the information about those projects may inform disagreements about the correct Segment of any given opportunity.
- Each of BHGE and GE shall each be entitled to appoint an equal number of directors (each, a "**Director**") to the Board.
- A Director shall act as the Chairperson of the Board ("**Chair**"). Unless otherwise agreed by BHGE and GE, the Chair shall rotate every two years, such that BHGE and GE shall have the right to appoint the Chair every two years on an alternating basis. The Chair shall preside at Board meetings, but shall not be entitled to any greater or different voting rights than any other Director.
- Subject to Board approval of the Significant Matters described below, the JV will be managed by the chief executive officer of the JV (the "**CEO**"), who shall be selected by the Board. The CEO shall be supported by such other officers as are determined by the Board (or as are selected by the CEO as authorized by the Board) from time to time. The CEO shall report to the Board and any other officers of the JV shall report to the CEO (directly or indirectly, in the discretion of the CEO).
- The JV shall be headquartered in a location to be agreed by the parties (by reference to the most convenient location in light of the location of the JV's management team) in a space in which no personnel of either BHGE or GE (other than personnel assigned to the JV) work.
- The presence of a majority of the Directors will constitute a quorum of the Board. The Board will act by a simple majority vote of the total number of Directors.

- All Directors and officers shall be entitled to customary indemnification and exculpation from the JV.
- The parties will agree to operating principles designed to ensure the equitable treatment of the parties (for example, with respect to the allocation between the parties of available supply from GE Aviation).

Business Plan

The parties intend that each of BHGE and GE shall jointly decide the strategic direction and develop the operational business plan (including capital expenditure requirements and new product introductions) for the JV. At signing, the parties will agree on a rolling three-year business plan and a one-year budget (together, the “**Initial Business Plan**”). The Board will instruct the CEO to propose an updated business plan and budget to the Board each year, which will be subject to the Board’s review and approval as a Significant Matter.

Significant Matters

The following is a list of matters that are beyond the scope of the CEO’s authority and which, therefore, will require the affirmative approval of the Board:

- Amendments to the constitutional documents of the JV or any of its principal subsidiaries;
- Any increase or decrease of the number of persons comprising the Board;
- The identity of Directors serving on any committee of the Board and the creation, dissolution or alteration of the powers of the same;
- Any resolution for dissolution, liquidation or winding up or application to be declared bankrupt;
- Any amendment to the dividend (or distribution) policy set forth below (as the same may be amended hereunder from time to time);
- Any declaration or imposition of a capital contribution;
- Except for borrowings under the WC Credit Facility and trade payables in the ordinary course of business in accordance with the then-effective budget, matters relating to capital structure, including any incurrence, assumption or guarantee of indebtedness;
- Any issuance, repurchase or redemption of equity (or distribution or dividend thereon not in accordance with the dividend (or distribution) policy);
- Approval of the business plan and budget (other than the Initial Business Plan);
- Any modification to the approved business plan and budget (including the Initial Business Plan) greater than to-be-agreed thresholds;

- Except as provided in the budget (subject to the immediately preceding bullet point), capital expenditures in excess of to-be-agreed thresholds;
- Except as provided in the budget (subject to permissible deviations therefrom as provided above), funding new product introductions and development programs;
- Any activities other than the Aero Business;
- Any entry of the JV into any joint venture, partnership or similar transaction or arrangement;
- Except as otherwise previously approved in the annual Board-approved budget, (x) any acquisition of or investment in any assets, operations or business having a value in excess of to-be-agreed thresholds per fiscal year, or (y) the sale, lease, exchange or other disposition of any asset or property of the JV having a value in excess of to-be-agreed thresholds per fiscal year;
- Appointment or removal of the auditors for any entity in the group of entities that constitute the JV (the “**Company Group**”);
- Other than pursuant to the Ancillary Agreements, any transaction between any entity in the Company Group, on the one hand, and BHGE or GE (or any affiliate thereof), on the other hand;
- Any hiring, termination, compensation or other significant decisions relating to any executive officers or senior employees of the JV (in the case of senior employees, outside of the ordinary course of business), including entering into or amending any employment agreement, adopting or modifying employee benefit plans or granting benefits to any such individuals under any existing plans;
- Any change to any accounting principles or practices of the JV, except as required by law or generally accepted accounting principles in the United States from time to time;
- Any material decision with respect to taxes, except as required by law;
- Any change in structure, constituent documents or matters affecting regulatory or tax status, including any change in the JV’s entity classification for tax purposes;
- Any commencement or settlement of any dispute, claim, arbitration or litigation (x) if such settlement would result in an obligation of or benefit to the JV in excess of a to-be-agreed threshold or subject the JV to any non-monetary remedies or (y) involving any Director or officer of the JV;

- Any entry into any agreement or commitment that binds, or purports to bind, the JV’s “affiliates”;
- Any amendment to the Ancillary Agreements or other material agreements (scope to be discussed); or
- Any entry into any agreement or commitment with respect to any of the foregoing.

Deadlock

- A deadlock shall consist of:
 - o Two successive duly noticed Board meetings unable to be convened for lack of quorum;
 - o Two successive Board meetings duly held without the Board reaching decision on any Significant Matter; or
 - o Irrespective of the number of successive Board meetings held (or called), failure of the Board to agree on and adopt a business plan and annual budget for a period of four consecutive quarters.
- Either party may give notice to the other that it believes a deadlock has occurred. In the first instance, the disagreement will be escalated to the CEO of TPS and the CEO of GE Power, respectively, for resolution.
- If not resolved within a commercially reasonable period of time, the disagreement will be further escalated to the Chief Executive Officer of BHGE and the Chief Executive Officer of GE for resolution.
- If not resolved after a commercially reasonable period of time, the parties shall submit the matter to non-binding mediation with a mutually-agreeable mediator located in New York. If the parties cannot mutually agree on a mediator within a commercially reasonable period of time, they will use JAMS to appoint a mediator, which shall take place in New York.
- In the event of a deadlock over the business plan or budget, until such issue is resolved, the annual budget for the then-current fiscal year shall remain in effect until such time as approved (with each line item increased by an amount up to a to-be-agreed percentage of the amount of such line item).

Dividend Policy

Dividends (or distributions) shall be made on a pro rata basis to the extent of available cash and as otherwise approved by the Board from time to time.

Equity Transfer

No party will have the right to sell, assign, pledge or otherwise transfer its JV interests without the prior written approval of the other party, which consent may be

granted or withheld in its sole discretion; *provided*, that either party may transfer to its direct or indirect wholly-owned subsidiaries (subject to customary transfer-back requirements and provided that no permitted transfer will relieve the transferring party of its obligations to the JV). Notwithstanding the foregoing, the JV interests and obligations under the JV Agreement (including the non-competition covenants), and the applicable Exclusive Distribution Agreement and other Ancillary Agreements to which the transferring party is a party, shall be transferred in connection with a change of control of the GE aero business or the BHGE aero business, as applicable, and GE or BHGE, as applicable, shall be released from ongoing obligations therefrom at the closing of such transaction as long as the JV is not dissolved in connection with such change of control as provided under “Term” below (*e.g.*, the non-competition covenants will bind GE and BHGE as long as they are the owners, directly or indirectly, of the JV, but upon any transfer of the GE aero business or the BHGE aero business, such non-competition covenants will transfer to, and be binding upon, the new owner of such business, and the seller (whether GE or BHGE) will no longer be bound by such covenants).

Information Rights

BHGE and GE will have customary information rights.

Fiduciary Duties; Non-Compete; Non-Solicit; Corporate Opportunities

- Each of BHGE and GE will waive in the JV Agreement all fiduciary duties that may otherwise be imposed on the Directors of the JV. The JV Agreement will include a customary waiver of the corporate opportunities doctrine.
- So long as a party owns its 50% interest in the JV, (a) such party shall conduct the Aero Business exclusively through the JV (and shall not separately own, manage, operate or engage in, directly or indirectly, any Aero Business (for example, by sourcing Aero Units or Aero Parts from third parties other than GE Aviation)) and (b) such party shall agree to customary non-solicitation provisions relating to the employees of and secondees to the JV. This provision does not apply to GE Aviation. GE Aviation’s sole obligations to the JV or its members in connection with the Aero Business shall be those set forth in the Supply Agreement.
- The Exclusive Distribution Agreements will include restrictive covenants limiting the cross-Segment activities of each party during the term thereof and for a period of 24 months after termination thereof. The foregoing restrictions shall be subject to applicable exceptions based on the Non-Competition Agreement, dated as of July 3, 2017, by and between GE and BHGE, as amended (provided that there shall not be any “existing business” exception). Each party covenants not to assert that any portion of these exclusivity provisions is unenforceable for reasons of public policy or otherwise.

Expenses

Organizational and set-up costs relating to the JV shall be shared by the parties on a 50/50 basis; each party shall be responsible for its own legal, accounting, consulting, investment banking, financial advisory, brokerage and other fees and expenses incurred by it in connection with such organization and set-up. Notwithstanding the foregoing, any costs or expenses required to be incurred by either party in connection with contributing the assets to be contributed by such party as described on Schedule I (e.g., consent fees, legal fees in connection with securing assignment, etc.) shall be borne solely by the contributing party. Subject to the allocation of such costs and expenses to the account of the contributing party, the other party shall cooperate reasonably with the contributing party in connection with securing such contribution. Any taxes attributable to or incurred in connection with (i) a pre-formation restructuring transaction or (ii) a transfer of assets or liabilities to the JV, in each case, undertaken by GE (or any of its subsidiaries) or BHGE (or any of its subsidiaries) shall be the sole responsibility of GE or BHGE, respectively.

Regulatory approvals

The parties shall (a) use commercially reasonable efforts to cooperate with each other in (i) determining the filings that are necessary or appropriate to be made with, and the consents and approvals that are required to be obtained from, regulatory authorities in connection with the formation and operation of the JV, (ii) timely making such filings and securing such consents and approvals and (iii) providing relevant information to one another and the relevant regulatory authorities with respect to the foregoing.

Term

- The closing of the transactions contemplated hereby will be effective on the Trigger Date (as defined in the Stockholders Agreement) and the term of the JV will be perpetual; *provided, however*, that if the Supply Agreement terminates, then the parties shall initiate the dissolution and winding up of the JV; and, *provided, further, however*, that a party may initiate the dissolution and winding up of the JV if a Change of Control of the other party occurs. “**Change of Control**” means (i) with respect to GE, a change of control of GE Power’s aero business involving a Competitor (as defined below) and (ii) with respect to BHGE, a change of control of BHGE’s aero business involving a Competitor. A party shall provide 30 days’ advance notice to the other party of the consummation of a Change of Control.
- “**Competitor**” shall mean (a) with respect to clause (ii) of the definition of Change of Control, (i) Siemens, (ii) MHI, (iii) Caterpillar, (iv) Cummins, (v) Wood Group, (vi) Wartsila, (vii) Woodward, (viii) Chromalloy, (ix) Ansaldo/PSM, (x) Hitachi, (xi) Harbin Electric, (xii) Dongfang Electric

Corporation (DEC), (xiii) Shanghai Electric, (xiv) UTC, (xv) Rolls-Royce, (xvi) MTU, (xvii) IHI, (xviii) Safran, (xix) PCC, (xx) Arconic, (xxi) AVIC, (xxii) AECC, (xxiii) Honeywell and (xxiv) Toshiba, and (b) with respect to clause (i) of the definition of Change of Control, (i) Schlumberger, (ii) Halliburton, (iii) AkerSolutions, (iv) Siemens, (v) Mitsubishi Heavy Industries, (vi) IHI, (vii) MAN, (viii) Caterpillar/Solar, (ix) MTU, (x) Wood group, (xi) Elliott/Ebara, (xii) SBW, (xiii) Chromalloy, (xiv) Ansaldo/PSM, (xv) Hitachi, (xvi) Harbin Electric, (xvii) Dongfang Electric Corporation, (xviii) Shanghai Electric, (xix) UTC, (xx) Rolls-Royce, (xxi) Safran, (xxii) PCC, (xxiii) Arconic, (xxiv) AVIC, (xxv) AECC, (xxvi) Honeywell and (xxvii) Toshiba, including, in each case, its respective affiliates and successors in interest; *provided, however*, that GE may change the list set forth in clause (a) and BHGE may change the list set forth in clause (b), in each case, in its sole discretion and by written notice to the other party as long as (x) the party proposing the change has no notice of a pending or potential transaction between the other party and any new Competitor the proposing party is adding to its list, (y) no party can change its applicable list any more than one time per calendar year, and (z) no party's list may at any time exceed 27 market participants.

Governing Law

New York.

Industrial Steam Turbines (IST) Business Transfer

Term Sheet

November 13, 2018

Baker Hughes, a GE company, LLC, a Delaware limited liability company (“**BHGE**”), and General Electric Company, a New York corporation, (“**GE**”) acting through its GE Power business unit and the legal entities operating on its behalf (“**GE Power**”) (each of BHGE and GE Power, a “**party**” and, together, the “**parties**”) shall negotiate reasonably and in good faith and enter into a definitive agreement (the “**Transfer Agreement**”) for the transfer of the IST Business (as described below) from BHGE to GE Power on the following terms and subject to the following conditions, as well as any additional terms and conditions as the parties agree, which additional terms and conditions shall be consistent with the terms and conditions hereof.

Transaction Structure

The structure for implementing the transfer of the IST Business will be discussed by the parties in good faith to achieve a mutually acceptable tax outcome to both parties consistent with the scope of the “**Transaction**” described below (including, but not limited to, discussing whether to structure the transfer as an asset transfer or a stock transfer of an entity that exclusively carries on the IST Business).

Transaction

The Transfer Agreement shall provide for the transfer by BHGE of the IST Assets, the IST Employees and the IST Liabilities to GE Power or its designee (the “**Transaction**”).

(i) Attached as Appendix A to this term sheet is an indicative balance sheet prepared by BHGE of the IST Business as of September 30, 2018; (ii) attached as Appendix B to this term sheet is an overview provided by BHGE of the backlog and contribution margin as of September 30, 2018 for contracts of the IST Business that are currently in effect; (iii) attached as Appendix C to this term sheet is an overview provided by BHGE, as of June 30, 2018, of the number of IST Employees, identifying those who are accounted for in base cost and those who are accounted for in variable cost; and (iv) as of the date hereof, BHGE is not aware of any off-balance sheet or contingent liabilities of the IST Business or Transfer Costs that, in each case, are material, individually or in the aggregate (collectively, the “**Transaction Assumptions**”). If, prior to entering into the Transfer Agreement, GE identifies liabilities or losses (including Transfer Costs), actual or contingent, of the IST Business (other than severance or other restructuring obligations) that, in the aggregate, are materially worse (ignoring for this purpose any materiality qualifiers in the Transaction Assumptions) than would reasonably be expected based on the Transaction Assumptions, then the parties shall in good faith discuss appropriate modifications to the scope and allocation of such liabilities between the parties and/or the terms of the Transaction. BHGE will provide GE with access to records, people, properties and other information relating to the IST Business as GE may reasonably request.

The “**IST Assets**” means all assets exclusively related to the IST Business. The contracts included in the IST Assets will be listed in schedules to the Transfer Agreement (and will not include any contracts entered into after the date hereof unless GE so consents), it being understood and agreed that such schedules shall list all contracts exclusively related to the IST Business. Attached as Appendix D to this term sheet is an indicative list

prepared by BHGE, as of the date hereof, of the contracts to be included in the IST Assets. The property, plant and equipment included in the IST Assets will be those exclusively related to the IST Business located at the following plants leased or owned by GE Power: Rugby, UK, Elblag, Poland, and Baden, Switzerland. The IST Assets will also include current assets (other than cash) exclusively related to the IST Business. BHGE will cause GE Oil and Gas UK Limited (“**GEOGUK**”) to execute an assignment, substantially in the form of the June 27, 2017 IP Assignment, Bill of Sale and Assumption Agreement between GEOGUK And General Electric Technology, GmbH (“**GETech**”), in which it will transfer the intellectual property that GETech transferred to GEOGUK in that assignment, along with any intellectual property that BHGE or its affiliates created since that date that is exclusively used or held for use in the IST Business. In addition, to the extent that the IST Business uses or holds for use intellectual property that is not exclusively related to the IST Business and that is not otherwise licensed pursuant to the Amended and Restated Intellectual Property License Agreement entered into between BHGE and GE on the date hereof (the “**IP Cross-License**”) and such intellectual property is Controlled (as such term is defined in the IP Cross-License) by BHGE, if any, BHGE will provide a non-exclusive royalty-free perpetual license and/or sub-license to GE to use such intellectual property within the IST Business field of use.

The “**IST Liabilities**” means all (a) liabilities to the extent relating to or arising out of (i) the IST Assets or (ii) the IST Employees (which, in the case of this clause (ii), will be limited to current liabilities included in working capital or otherwise listed in schedules to the Transfer Agreement), but excluding debt for borrowed money, (b) other current liabilities included in working capital and (c) other liabilities to the extent relating to the IST Business that (i) relate to or arose out of the conduct of the IST Business during the period prior to BHGE’s ownership or (ii) are otherwise listed in schedules to the Transfer Agreement. All (x) liabilities of the IST Business that are not IST Liabilities, if any, and (y) if the parties agree to structure the Transaction as a stock transfer, and any entity is transferred as part of the Transaction, liabilities of such entity that are not IST Liabilities, if any, will, in each case (x) and (y), be “Excluded Liabilities,” subject to indemnity from BHGE without limitations.

The “**IST Employees**” means the employees of the IST Business.

The “**IST Business**” means the business of developing, designing, engineering, marketing, supplying, installing and servicing the MT and GRT industrial steam turbines product lines for ranges of output power below 130 megawatt for industrial power generation and below 170 megawatt for Combined Cycle Power Plants (CCPP) in the Oil and Gas and Industrial market segments defined by the GE/BHGE Channel Agreement dated July 3, 2017 (the “**Channel Agreement**”) to the extent of such business that was acquired by GE from Alstom and allocated to BHGE in connection with the separation transaction that accompanied the parties’ entry into the Channel Agreement (it being understood that assets, contracts and liabilities acquired, entered into or incurred in the ordinary course of such business since such date shall be included).

BHGE shall run the IST Business in the ordinary course of business between the date hereof and the date on which the Closing (as defined below) occurs.

Closing

At the closing of the Transaction (the “**Closing**”), BHGE will, in addition to transferring to GE Power or its designee the IST Business, pay or cause to be paid to GE Power or its designee \$13 million in cash (the “**Cash Amount**”). At the Closing, the IST Business will have a positive amount of net working capital and, to the extent net working capital at the Closing is less than zero (assuming that the normalized amount of net working capital is not greater than zero, and if otherwise, the parties will agree on an appropriate target, to be reflected in the post-closing adjustment), the Cash Amount shall be increased dollar-for-dollar. Net working capital includes liabilities corresponding to deposits for which there are outstanding performance obligations.

Closing Conditions

The Closing will occur as promptly as practicable following the receipt of mutually agreed regulatory consents and approvals (if any). There will be no closing condition for third party consents (if any), but the parties will use commercially reasonable efforts to obtain any such third party consents and will agree to convey the benefits and burdens of any arrangements with respect to which third party consents are required but not received to the extent permissible pursuant to applicable law and the terms of such arrangements.

Representations and Warranties

The parties will make no representations or warranties to each other, express or implied, except for (a) fundamental representations customary for a transaction of this nature and (b) certain limited representations by BHGE regarding (i) the balance sheet of the IST Business (including its preparation consistent with GAAP, as modified by transaction accounting principles to reflect GAAP principles used by GE and BHGE), (ii) ordinary course operations of the IST Business in all material respects since December 31, 2017, (iii) breaches under contracts, (iv) compliance with laws and (v) similar matters, which shall, in each case, be subject to appropriate materiality and / or actual knowledge qualifiers, as applicable (it being understood and agreed that, without limitation of the foregoing, to the extent any of the foregoing representations relate to the period preceding BHGE’s ownership of the IST Business, they will, in any event, be subject to the actual knowledge, without the requirement of any diligence, of a limited group of appropriate persons). All such representations and warranties will be expressly made in the Transfer Agreement. Such representations and warranties will be subject to further negotiation by the parties in good faith and the parties shall indemnify each other for breaches thereof (with such indemnities to be subject to customary limitations, including survival periods, caps and deductibles).

Ancillary Agreements

In connection with the negotiation of the Transfer Agreement, BHGE and GE Power will negotiate in good faith any ancillary agreements (the “**Ancillary Agreements**”) that, in the reasonable determination of the parties, are necessary or advisable to consummate the transfer of the IST Business as described herein. The Ancillary Agreements may include (a) a transition services agreement and (b) one or multiple supply agreements, in each case, on terms and conditions reasonably acceptable to the parties.

Expenses

Each party shall be responsible for its own legal, accounting, consulting, investment banking, financial advisory, brokerage, tax and other fees and expenses incurred by it in connection with the negotiation and execution of the Transfer Agreement and the consummation of the transfer of the IST Business. Notwithstanding the foregoing, any costs or expenses (including transfer, registration, stamp and similar taxes) required to be incurred in connection with the transfer of the IST Business (e.g., consent fees, third party legal fees in connection with securing assignment, etc.) (collectively, the “**Transfer Costs**”) shall be borne equally by each party.

Put Option; Works Council

The Transfer Agreement shall be structured in the form of a put option by BHGE for the transfer of the IST Business and the concurrent closing of the related transactions, including the payment by BHGE of the Cash Purchase Price (the “**Put Option**”). BHGE shall have the right to exercise the Put Option after the date upon which all of the information and consultation processes of the applicable employee representative bodies (“**Works Councils**”) relating to employees of the IST Business have been completed. The Transfer Agreement shall not constitute a binding agreement to sell or purchase the IST Business until the Put Option has been exercised. In connection with negotiating the Transfer Agreement, the parties shall consult with their respective counsel in the relevant jurisdictions to ensure that the Put Option is structured in compliance with law relating to the Works Councils.

Regulatory Approvals

The parties shall use commercially reasonable efforts to cooperate with each other in (a) determining the filings that are necessary or appropriate to be made with, and the consents and approvals that are required to be obtained from, regulatory authorities in connection with the transfer of the IST Business, (b) timely making such filings and securing such consents and approvals and (c) providing relevant information to one another and the relevant regulatory authorities with respect to the foregoing.

Governing Law

The Transfer Agreement, the Ancillary Agreements and this term sheet will be governed by the internal laws of New York without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

Exhibit M

Term Sheet for A&R Tax Matters Agreement

This term sheet (the “Term Sheet”) sets forth certain revisions the parties have agreed to make to the TMA and related matters agreed between the parties. Additional terms and conditions may also be agreed upon in the amended and restated TMA (the “A&R TMA”). Capitalized terms used but not otherwise defined herein shall have the respective meaning set forth in the Tax Matters Agreement.

<u>Agreement Name:</u>	Tax Matters Agreement dated as of July 3, 2017 between General Electric Company, Baker Hughes, a GE company, EHHC NewCo, LLC, and Baker Hughes, a GE company, LLC (the “ <u>TMA</u> ”)
<u>Parties:</u>	
GE	General Electric Company, a New York corporation (“ <u>GE</u> ”)
Newco	Baker Hughes, a GE company (“ <u>Newco</u> ”)
Newco LLC	Baker Hughes, a GE company, LLC (“ <u>Newco LLC</u> ”)
EHHC	EHHC NewCo LLC (“ <u>EHHC</u> ”)
<u>Date:</u>	<ul style="list-style-type: none"> The Parties shall work expeditiously toward finalizing the A&R TMA; provided that this Term Sheet shall be binding upon execution of the Master Agreement, among GE, Newco and Newco LLC.
<u>General Purpose:</u>	<ul style="list-style-type: none"> GE, Newco, EHHC and Newco LLC desire to broaden the sharing of tax benefits set forth in the TMA as it relates to certain transactions in which GE (or its direct or indirect Affiliates) disposes of interests in Newco LLC, and to provide for and agree upon other matters relating to Taxes.
<u>Shared Tax Benefits</u>	
GE Exchange- Related Structure Benefits	<ul style="list-style-type: none"> Section 5.02 shall be amended to provide for a new subsection (a)(iv), which shall read as follows: <ul style="list-style-type: none"> (iv) any increase in loss and reduction in income or gain recognized by the GE Group under Section 741 or Section 731(a)(2) in connection with an Exchange or other disposition of Common Units to the extent attributable to adjusted basis related to a built-in loss described in Section 704(c)(1)(C) with respect to the stock of GE Energy Oilfield Technology, Inc., GE Oil & Gas ESP Inc., or GE Oil & Gas Logging Services, Inc., or such other entities as mutually agreed by GE and Newco (“<u>GE Exchange-Related Structure Benefits</u>”).

	<ul style="list-style-type: none"> The GE Group and the Newco Group shall be entitled to the GE Group's and the Newco Group's respective Allocable Shares (as determined immediately prior to the Exchange) of any GE Exchange-Related Structure Benefits.
Cooperation	<ul style="list-style-type: none"> The Parties agree to cooperate and work in good faith to develop mutually beneficial transactions, including alternatives to an Exchange, that maximize the Tax benefits or minimize the Tax detriments arising in connection with, or resulting directly or indirectly from, any transaction pursuant to which GE (or its direct or indirect Affiliates) disposes of one or more Common Units, including reductions in cash Taxes actually payable in connection with such transactions or as a direct or indirect result of such transactions.
<u>Indemnity</u>	
Indemnity Settlement	<ul style="list-style-type: none"> The Parties shall work in good faith to arrive at a settlement in respect of identified Formation Taxes and Tax Refunds payable by the Newco LLC Group or Newco Group to the GE Group pursuant to Section 6.03.
<u>Computations and Certifications</u>	
Computations	<ul style="list-style-type: none"> The computations required to be provided by GE and Newco pursuant to the first sentence of each of Section 5.03(a) and Section 5.03(b), respectively, shall no longer be provided. The CFO of Newco shall provide the information otherwise required to be provided pursuant to Section 5.03(a) and (b) to the Conflicts Committee on an annual basis. The outside date for the provision of certifications by the CFO of each of GE and Newco shall be 45 days after the due date for filing GE's and Newco's respective consolidated returns. The Certification requirements shall include Certifications with respect to GE Exchange-Related Structure Benefits.
<u>Conforming Amendments</u>	
	<ul style="list-style-type: none"> Sections 5.03 (Determination of Shared Tax Benefits), 5.04 (Determination of Payments for Structure Benefits and BHI Tax Benefits), 5.05 (Payment of Exchange Benefits), 6.02 (Payments) and 6.04 (Rebalancing Payments), among other relevant provisions of the TMA, shall be revised to take into account GE Exchange-Related Structure Benefits and the other provisions hereof.

Exhibit R

November 13, 2018

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury

Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh

Reference is hereby made to the Master Agreement, dated as of November 13, 2018, by and among General Electric Company, a New York corporation (“GE”), Baker Hughes, a GE company, a Delaware corporation (“BHGE”), and Baker Hughes, a GE company, LLC a Delaware limited liability company and an indirect subsidiary of BHGE (“BHGE LLC”) (the “Master Agreement”). Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Master Agreement.

1. Each of the parties hereto acknowledges and agrees that the following provisions shall apply to any confidential or proprietary information or materials disclosed by either party to the other in connection with any Additive Activities (as such term is defined in that certain Amended and Restated Non-Competition Agreement, dated as of November 13, 2018, between GE and BHGE (the “Non-Competition Agreement”)) (the “Confidential Information”).

- a. Newco Additive and GE Additive (each as defined in the Non-Competition Agreement), as applicable, (the “Receiving Party”) shall keep all Confidential Information of the other Channel Partner (as such term is defined in that certain Amended and Restated Channel Agreement, dated as of November 13, 2018, between GE and BHGE) (the “Disclosing Party”) that is or becomes available to the Receiving Party confidential and shall not disclose any such Confidential Information to any third party (other than its Representatives who have a “need-to-know” such Confidential Information) without the prior written consent of the Disclosing Party until the tenth anniversary of the date of disclosure of the relevant Confidential Information to the Receiving Party. The Receiving Party shall exercise at least the same degree of care to safeguard the confidentiality of the Disclosing Party’s Confidential Information as it does to safeguard its own proprietary or confidential information of equal importance, but not less than a reasonable degree of care.
- b. The confidentiality obligations of item 1(a) shall not apply to any Confidential Information which:

- i. is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act or failure to act directly or indirectly by the Receiving Party);
 - ii. is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided that the Receiving Party has no knowledge that such source was at the time of disclosure to the Receiving Party bound by a confidentiality agreement with the Disclosing Party or other obligation of secrecy which was breached by the disclosure;
 - iii. has been or is hereafter independently acquired or developed by the Receiving Party without reference to such Confidential Information and without otherwise violating any confidentiality agreement with or other obligation of secrecy to the Disclosing Party;
 - iv. was in the possession of the Receiving Party at the time of disclosure by the Disclosing Party without restriction as to confidentiality;
or
 - v. is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to be disclosed by any Governmental Entity or pursuant to applicable Law; provided that the Receiving Party: (i) uses all reasonable efforts to provide the Disclosing Party with written notice of such request or demand as promptly as practicable under the circumstances so that the Disclosing Party shall have an opportunity to seek an appropriate protective order or other appropriate remedy; (ii) furnishes only that portion of the Confidential Information which is in the opinion of the Receiving Party's counsel legally required; and (iii) takes, and causes its Representatives to take, all other reasonable steps necessary to obtain confidential treatment for any such Confidential Information required to be furnished.
2. Except as expressly set forth in this letter, this letter does not, by implication or otherwise, alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Master Agreement.
 3. Article 6 of the Master Agreement is incorporated herein by reference, *mutatis mutandis*.
 4. This letter and the Master Agreement (including the annexes, exhibits and letters attached thereto) constitute the entire agreement, and supersede all other prior agreements and understandings (both written and oral), among the parties hereto with respect to the subject matter hereof and thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this letter to be duly executed as of the date first written above by their respective officers.

GENERAL ELECTRIC COMPANY

By: _____
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: _____
Name: Lee Whitley
Title: Corporate Secretary

BAKER HUGHES, A GE COMPANY, LLC

By: _____
Name: Lee Whitley
Title: Corporate Secretary

SUPPLY AND TECHNOLOGY DEVELOPMENT AGREEMENT

dated as of November 13, 2018

by and among

GENERAL ELECTRIC COMPANY, acting through its GE Aviation business unit,

GENERAL ELECTRIC COMPANY, acting through its GE Power business unit

and

BAKER HUGHES, A GE COMPANY, LLC

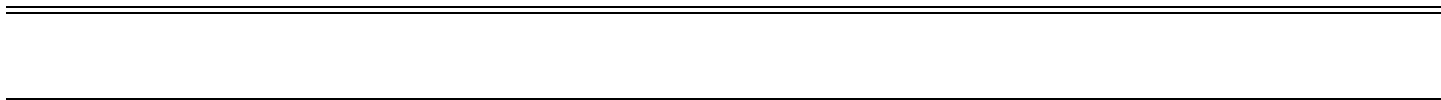


TABLE OF CONTENTS

		Page
ARTICLE 1	DEFINITIONS	3
Section 1.01.	Certain Defined Terms	3
ARTICLE 2	EFFECTIVENESS; PURPOSE AND SCOPE	17
Section 2.01.	Effectiveness	17
Section 2.02.	Purpose	17
Section 2.03.	Supply Program	17
Section 2.04.	Development Program	18
ARTICLE 3	PROGRAM MANAGEMENT; AERO-DERIVATIVE PRODUCT COMPETITIVENESS COMMITTEE	18
Section 3.01.	Program Management and Operations	18
Section 3.02.	Committees	19
Section 3.03.	Agreement Implementation	24
ARTICLE 4	TERM AND TERMINATION	26
Section 4.01.	Term	26
Section 4.02.	Termination Events	26
Section 4.03.	LM Product Line Termination Upon Production Cessation	28
Section 4.04.	Effects of Expiration or Termination	28
Section 4.05.	Survival	29
ARTICLE 5	EXCLUSIVITY	30
Section 5.01.	ADGTJV Exclusive Purchasing Commitment	30
Section 5.02.	GE Aviation Exclusive Supplying Commitment	30
Section 5.03.	Rights Regarding New Engines	30
Section 5.04.	Termination of ADGTJV Exclusive Purchasing Commitment	31
Section 5.05.	Termination of GE Aviation Exclusive Supply Commitment	31
Section 5.06.	Change of Control of ADGTJV	33
ARTICLE 6	DEVELOPMENT PROGRAMS AND INTELLECTUAL PROPERTY	34
Section 6.01.	Development Programs	34
Section 6.02.	Background IP	35
Section 6.03.	Foreground IP	37
Section 6.04.	Technology Deliverables	40
Section 6.05.	Access to Engineering Tools	42
Section 6.06.	Third Party Licenses	46
Section 6.07.	Section 365(n) of the Bankruptcy Code	46

Section 6.08.	Customers	46
Section 6.09.	Reservation of Rights	47
Section 6.10.	Further Assurances	47
Section 6.11.	Access	47
Section 6.12.	Further Assistance	47
Section 6.13.	Prosecution and Maintenance	47
Section 6.14.	Third Party Infringements, Misappropriations and Violations	48
Section 6.15.	Abandonment of Foreground IP	48
Section 6.16.	Cooperation Regarding Restrictions and Limitations Applicable to Licensed Intellectual Property	49
Section 6.17.	Embedded Software License	49
Section 6.18.	IP Indemnification	50
Section 6.19.	Use of Trademarks	51
ARTICLE 7	PROVISION OF LM PRODUCTS, SPARE PARTS AND SERVICES	51
Section 7.01.	Purchase Orders	51
Section 7.02.	Terms and Conditions of Purchase	53
Section 7.03.	Pricing – LM Products, Spare Parts and Aftermarket Services	56
Section 7.04.	Pricing – Engineering Services	58
Section 7.05.	Lump Sum Payment	59
Section 7.06.	Other Pricing and Costs	59
Section 7.07.	Payment Terms; Taxes; and Audit	60
Section 7.08.	Revenue Share Participant Management	62
Section 7.09.	Introduction and Substantiation of New Repairs and Spare Parts	62
Section 7.10.	Execution of Repairs	65
Section 7.11.	Separation of LM Product Lines	67
ARTICLE 8	ALLOCATION OF LIABILITY	68
Section 8.01.	Limitation of Liability	68
Section 8.02.	Disclaimer of Representations and Warranties	69
Section 8.03.	Warranties	70
Section 8.04.	Insurance	74
ARTICLE 9	GENERAL PROVISIONS	74
Section 9.01.	Representations and Warranties	74
Section 9.02.	Notices	75
Section 9.03.	Entire Agreement, Waiver and Modification	76
Section 9.04.	No Third-Party Beneficiaries	76
Section 9.05.	Compliance with Laws and Regulations	76
Section 9.06.	Governing Law	77

Section 9.07.	Dispute Resolution	77
Section 9.08.	Confidentiality	79
Section 9.09.	Counterparts; Electronic Transmission of Signatures	81
Section 9.10.	Assignment	81
Section 9.11.	Rules of Construction	81
Section 9.12.	Non-Recourse	81
Section 9.13.	Subcontractor Flow Downs for United States Government Commercial Items Contracts	82
Section 9.14.	Independent Contractors	82
Section 9.15.	Force Majeure	82
Section 9.16.	Press Release and Public Statements	82
Section 9.17.	ADGTJV Dissolution	82

SCHEDULES

SCHEDULE 1	Form of Joinder Agreement
SCHEDULE 2	Margin Percentages
SCHEDULE 3	GE Aviation Supplemental Terms
SCHEDULE 4	End User Confidentiality Acknowledgment
SCHEDULE 5	Lump Sum Payment
SCHEDULE 6	Technology Development Program Plan
SCHEDULE 7	Engineering Services
SCHEDULE 8	GEA Competitor List
SCHEDULE 9	Prohibited Supplier List
SCHEDULE 10	Legacy NPIs and NTIs; Allocation of Foreground IP
SCHEDULE 11	Engineering Licensed Tools
SCHEDULE 12	Cost Estimate
SCHEDULE 13	Scheduled Technology Deliverables
SCHEDULE 14	Historical Cost Elements
SCHEDULE 15	Additional Provisions

SUPPLY AND TECHNOLOGY DEVELOPMENT AGREEMENT

This Supply and Technology Development Agreement (as amended, modified or supplemented from time to time in accordance with its terms, the "Agreement"), entered into as of November 13, 2018 (the "Signing Date"), is made by and among General Electric Company, a New York corporation ("GE"), acting through its GE Aviation business unit and the legal entities operating on its behalf ("GE Aviation"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("BHGE"), and General Electric Company, a New York corporation, on behalf of its GE Power business ("GE Power").

RECITALS

WHEREAS, pursuant to that certain Master Agreement, dated as of November 13, 2018, among GE, BHGE and Baker Hughes, a GE company, a Delaware corporation (as may be further amended from time to time, the "Master Agreement"), GE and BHGE desire to restructure their existing relationships to accommodate GE's intention to exit its ownership interest in BHGE over time (the "Restructuring");

WHEREAS, pursuant to the terms of the Master Agreement, and in connection with, and in furtherance of the Restructuring, GE and BHGE have agreed to form an aero-derivative joint venture pursuant to the Aero-derivative Joint Venture Agreements (as defined in the Master Agreement) ("ADGTJV"; ADGTJV, BHGE, GE Power, and GE Aviation may be referred to individually herein as a "Party" and, collectively as the "Parties");

WHEREAS, GE and BHGE shall cause ADGTJV to be joined as a party hereto in accordance with Section 2.01(a) hereof;

WHEREAS, in connection with, and in furtherance of, the Restructuring, simultaneously herewith, GE and BHGE have agreed to enter into that certain Umbrella Agreement, by and between GE and BHGE, dated as of November 13, 2018 (the "Umbrella Agreement"), which will have the effect of clarifying scope of the licenses and other rights granted to BHGE for GE Aviation's Intellectual Property and Engineering Licensed Tools as between (i) that certain Amended and Restated Cross License Agreement, by and between GE and BHGE, dated November 13, 2018 (the "A&R Cross License Agreement"), and (ii) this Agreement;

WHEREAS, BHGE and GE Power desire ADGTJV to purchase from GE Aviation certain aero-derivative gas turbine products, equipment or component parts (including licenses to software embedded therein), and obtain certain related Aftermarket Services and Engineering Services (each as hereinafter defined), and the Parties desire to engage in certain research and development programs regarding certain GE Aviation aero-derivative gas turbine products, equipment or component parts, and GE Aviation desires to provide certain licenses to engineering tools on a "Software as a Service" basis; and

WHEREAS, the Parties desire that this Agreement, the GE Aviation Supplemental Terms, the Umbrella Agreement and any POs (as hereinafter defined) issued, acknowledged and agreed to by GE Aviation pursuant to this Agreement (including any PO

Modification Agreement), establish the exclusive terms and conditions with respect to the foregoing.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01. Certain Defined Terms. The following capitalized terms used in this Agreement shall have the meanings set forth below:

“ADGTJV” shall have the meaning set forth in the Recitals.

“ADGTJV Foreground IP” shall have the meaning set forth in Section 6.03(a)(ii)(C).

“ADGTJV Indemnitees” shall have the meaning set forth in Section 6.05(j)(ii).

“ADGTJV’s Instructions” shall have the meaning set forth in Section 6.18(c).

“ADGTJV Option Patents” shall have the meaning set forth in Section 6.15(b).

“ADGTJV PCBs” shall have the meaning set forth in Section 3.02(c).

“ADGTJV Technical Documents” shall have the meaning set forth in Section 6.04(d).

“Administrative Employee Cost Estimate” shall have the meaning set forth in Section 3.03(c)(i) of Schedule 15.

“Advanced Components” shall have the meaning set forth in Section 1.01 of Schedule 15.

“Advanced Processes” shall have the meaning set forth in Section 1.01 of Schedule 15.

“Advanced Repairs” shall mean repairs on Advanced Components, and shall include Existing Advanced Repairs and New Advanced Repairs.

“Advanced Spare Parts” shall mean Spare Parts for Advanced Components.

“AE Employees” shall have the meaning set forth in Section 3.03(c)(i) of Schedule 15.

“Affected Module” shall have the meaning set forth in Section 7.09(a)(iii)(A)(1).

“Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person; however, for purposes of this Agreement, (i) ADGTJV and its Subsidiaries shall not be considered Affiliates of GE Aviation, (ii) GE Aviation and its Subsidiaries (except for ADGTJV and the Subsidiaries of ADGTJV) shall not be considered Affiliates of ADGTJV and its Subsidiaries, (iii) the JV Partners and their Subsidiaries shall not be considered Affiliates of each other or their respective Subsidiaries, (iv) BHGE and its Subsidiaries shall not be considered Affiliates of GE Aviation and its Affiliates (other than BHGE and its Subsidiaries), and (v) GE Aviation and its Affiliates (other than BHGE and its Subsidiaries) shall not be considered Affiliates of BHGE and its Subsidiaries. As used in this definition, “control” or “controlling” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Aftermarket Services” shall mean the provision of Spare Parts, maintenance, and Repair Services for LM Products.

“Aftermarket Services Price” shall have the meaning set forth in Section 7.03(b).

“Agreement” shall have the meaning set forth in the Preamble.

“Alliance Managers” shall have the meaning set forth in Section 3.01(a).

“Alliance Parties” shall mean, individually or collectively, GE Aviation and ADGTJV.

“APCC” shall have the meaning set forth in Section 3.02(a).

“APCC Chairperson” shall have the meaning set forth in Section 3.02(b)(ii).

“Applicable Price” shall mean, individually or collectively, the Aftermarket Services Price, the Engineering Services Price and the Supply Product Price.

“Applicable Terms” means

(a) with respect to the Replacement Agreement between BHGE and GE Aviation,

(i) (A) the exclusive supply commitment from GE Aviation, in the form of Section 5.01 of the Agreement, that is limited to the commitment of GE Aviation to sell Exclusive Products/Services for the BHGE Field of Use (the “BHGE Supply Exclusivity”), or (B) the deletion of the BHGE Supply Exclusivity if (and to the extent) GE Aviation would have the right to terminate such BHGE Supply Exclusivity at the time of dissolution of ADGTJV in accordance with Section 5.05(a), Section 5.05(e), Section 5.05(d) or Section 5.05(e);

(ii) the deletion of the licenses set forth in Section 6.05 (other than Section 6.05(j)) if GE Aviation would have the right to terminate the same under Section 5.05(e), Section 6.05(k) or Section 6.05(l) at the time of dissolution of ADGTJV; (iii) if GE Aviation would not have the right to terminate the licenses set forth in Section 6.05, the

revision of the duration of the licenses set forth in Section 6.05(a) and Section 6.05(b), which, for avoidance of doubt, shall not be deemed to automatically extend for ten (10) years from the date of the Replacement Agreement between BHGE and GE Aviation;

(iii) limitation of the rights granted to BHGE under Article 6 to solely the BHGE Field of Use, and

(iv) a JV Field of Use that is limited to the BHGE Field of Use

(b) with respect to the Replacement Agreement between GEP and GE Aviation,

(i) (A) the exclusive supply commitment from GE Aviation, in the form of Section 5.01 of the Agreement, that is limited to the commitment of GE Aviation to sell Exclusive Products/Services for the Power Field of Use (the "GEP Supply Exclusivity"), or (B) the deletion of the GEP Supply Exclusivity if (and to the extent) GE Aviation would have the right to terminate such license at the time of dissolution of ADGTJV in accordance with Section 5.05(b), Section 5.05(c), Section 5.05(d) or Section 5.05(e);

(ii) the deletion of the license set forth in Section 6.05 (other than Section 6.05(j)) if GE Aviation would have the right to terminate the same under Section 5.05(e), Section 6.05(k) or Section 6.05(l) at the time of dissolution of ADGTJV; and

(iii) a JV Field of Use that is limited to the Power Field of Use.

"Authorized Users" shall have the meaning set forth in Section 6.05(c)(ii) of Schedule 15.

"A&R Cross License Agreement" shall have the meaning set forth in the Recitals.

"Bankruptcy Code" shall have the meaning set forth in Section 6.07.

"BHGE" shall have the meaning set forth in the Preamble.

"BHGE Agreement" shall have the meaning set forth in Section 9.17(a).

"BHGE Field of Use" shall mean customers operating in the oil and gas industry for which the application is one or more of the following oil and gas activities for mechanical drive and/or, to the extent provided in the sentence below, power generation: (i) drilling, evaluation, completion and/or production; (ii) liquefied natural gas; (iii) compression and boosting liquids in upstream, midstream and downstream; (iv) pipeline inspection and pipeline integrity management; (v) processing in refineries and petrochemical plants (including fertilizer plants). The Parties acknowledge that the BHGE Field of Use includes the opportunity to sell aero-derivative gas turbine engines and parts and components and provide services to customers otherwise within the BHGE Field of Use (pursuant to one of the clauses of the immediately preceding sentence) where fifty percent (50%) or less of the power generated by such aero-derivative gas turbine engines (or the aero-derivative gas turbine engines to which such parts and components of such engines correspond) will be dispatched to the grid, but not where more

than fifty percent (50%) of such power generated will be dispatched to the grid, such latter case being exclusively an opportunity of GE Power.

“BHGE Supply Exclusivity” shall have the meaning set forth in Section 1.01.

“Breaching Party” shall have the meaning set forth in Section 4.02(d)(i).

“Business Day” shall mean a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Change in Control” means, (i) with respect to BHGE or GE Power, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of its assets (other than to an Affiliate) to a GEA Competitor, (ii) with respect to BHGE, any sale, transfer, assignment or other disposition (directly or indirectly) to a GEA Competitor by such Person, whether in a single transaction or series of related transactions, of all or substantially all of the assets of the Turbomachinery & Process Solutions (TPS) unit or any other unit that sells items (or provides services related thereto) to customers (other than, in either case, Affiliates) incorporating the LM Product Lines, excluding any business unit (A) the principal business of which is not to sell items (or provide services related thereto) incorporating the LM Product Lines or (B) that sells items (or provides services related thereto) incorporating the LM Product Lines, of which the LM Products and related services does not represent more than ten percent (10%) of the total sales from GE Aviation to ADGTJV (using the average of three (3) years of sales to determine such threshold) for the BHGE Field of Use, (iii) with respect to GE Power, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of the assets of the Gas Power Systems (GPS) and Power Services (PS) business units (other than to an Affiliate) to a GEA Competitor, or (iv) with respect to BHGE or GE Power, any consolidation, merger or reorganization of such Person with or into another entity or any other transaction (whether by way of sales of assets or equity interest or otherwise) as a result of which the holders of a GEA Competitor’s outstanding equity interests possessing the voting power (under ordinary circumstances) to elect a majority of such GEA Competitor’s board of directors (or similar governing body) immediately prior to such transaction beneficially own, directly or indirectly, (A) a majority of the equity, voting, beneficial or financial interests of the surviving entity, (B) the right to appoint or remove a majority of the board of directors or members of an equivalent management body of the surviving entity, or (C) the power to direct or cause the direction of the management and policies of the surviving entity.

“Competitor Arrangement” shall have the meaning set forth in Section 5.05(e).

“Confidential Information” shall have the meaning set forth in Section 9.08(a).

“Contract Year” shall mean each consecutive twelve (12) month period beginning on January 1st and ending on December 31st during the Term, provided that (i) the first Contract Year shall commence on the Effective Date and end on December 31st, 2019 and (ii) the final

Contract Year shall commence on the January 1st immediately preceding the expiration or termination of this Agreement and end on such expiration or termination.

“Control” or “Controlled” means, with respect to any Intellectual Property, the right to grant a license or sublicense to such Intellectual Property, as provided for herein without: (i) violating the terms of any agreement or other arrangement with any third party; (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the Party being granted any such license or sublicense being deemed a breach or default affecting the rights of the Party granting such license or sublicense or (iii) requiring the payment of compensation that is not immaterial to any third party.

“Cost Baseline” shall have the meaning set forth in Section 7.03(d)(i).

“Costs” shall have the meaning set forth in Section 8.03(a)(v)(C).

“Covered Items” shall have the meaning set forth in Section 6.05(n)(ii).

“Derivative” shall mean a modified or enhanced aero-derivative engine that is substantially based on an existing LM Product Line aero-derivative engine. For example, and for sake of clarity, the LM2500+G5 is a “Derivative” of LM2500.

“Designated Agreements” means the set of contracts listed on Schedule 15.

“Development Program” shall have the meaning set forth in Section 2.02.

“Disclosing Party” shall have the meaning set forth in Section 9.08(a).

“Dispute” shall have the meaning set forth in Section 9.07(a).

“Effective Date” shall have the meaning set forth in Section 2.01.

“End of Production Date” shall have the meaning set forth in Section 4.03(a).

“End User Confidentiality Acknowledgment” shall have the meaning set forth in Section 6.04(e).

“Engine Unit Proportion for BHGE Field of Use” shall mean the number of production engines from the LM Product Lines purchased by BHGE for the BHGE Field of Use, divided by the aggregate number of production engines from the LM Product Lines purchased by BHGE for the BHGE Field of Use plus any new non-aero-derivative engines (including a derivative of an existing BHGE or GE Power engine as of the Signing Date, which requires substantial development with at least fifty million U.S. Dollars (\$50,000,000) of new product introduction funding or a competing product against the LM Product Line procured from a third party) sold by BHGE for the BHGE Field of Use in a particular Power Class, based on an average calculated over a two-year period.

“Engine Unit Proportion for Power Field of Use” shall mean the number of production engines from the LM Product Lines purchased by GE Power for the Power Field of Use, divided by the aggregate number of production engines from the LM Product Lines purchased by Power for the Power Field of Use plus any new non-aero-derivative engines

(including a derivative of an existing BHGE or GE Power engine as of the Effective Date, which requires substantial development with at least fifty million U.S. Dollars (\$50,000,000) of new product introduction funding or a competing product against the LM Product Line procured from a third party sold by GE Power for the Power Field of Use in a particular Power Class, based on an average calculated over a two-year period.

“Engineering Licensed Tools” shall mean the engineering design tools and engineering process tools, data and datasets that are set forth in Schedule 11 as “Engineering Licensed Tools”.

“Engineering Rates” shall have the meaning set forth in Section 7.04(b)(i).

“Engineering Services” shall mean those engineering services set forth on Schedule 7.

“Engineering Services Cost” shall have the meaning set forth in Section 7.04(b)(i).

“Engineering Services Price” shall have the meaning set forth in Section 7.04(a).

“Engineering Tools” shall mean collectively the Engineering Licensed Tools and Licensed Materials.

“Engineering Tools Content” shall mean all data, calculations, source code, executable code, algorithms, and other materials that, as between the Parties, are proprietary to GE Aviation and GE Power.

“Engineering Tools Purpose” shall have the meaning set forth in Section 6.05(c)(i).

“Engineering Tools Services” shall mean the meaning set forth in Section 2.02.

“Exclusive Field of Use” shall mean the provision of Exclusive Products/Services in the BHGE Field of Use (for BHGE or ADGTJV) and/or Power Field of Use (for GE Power or ADGTJV).

“Exclusive Products/Services” shall mean collectively:

- (i) development (as approved by the APCC) of LM Products and Spare Parts, including upgrades and industrial-grade Spare Parts;
- (ii) the provision of LM Products and Spare Parts;
- (iii) development of New Advanced Repairs, except as provided in Section 7.09;
- (iv) the provision of Repair Services subject to and as provided in Section 7.10; and

(v) the provision of Repair Services by vendors for GE Aviation proprietary repairs on non-Advanced Components solely for use on OE aero-derivative engines or Spare Parts.

“Existing Advanced Repairs” shall mean the Advanced Repairs owned by or proprietary to GE Aviation, including derivations, improvements or modifications thereof.

“Existing Non-Advanced Repairs” shall mean the Non-Advanced Repairs owned by or proprietary to GE Aviation, including derivations, improvements or modifications thereof.

“Existing Policies” shall have the meaning set forth in Section 6.05(c)(i).

“Extended Cure Period” shall have the meaning set forth in Section 4.02(d)(ii).

“Field Event Process” shall have the meaning set forth in Section 8.03(a)(v)(A).

“First Party” shall have the meaning set forth in Section 6.14.

“Forecast” shall have the meaning set forth in Section 7.02(d).

“Foreground IP” shall mean all Intellectual Property created by or acquired through development work funded by ADGTJV or a JV Partner under this Agreement.

“G5 Reserve” shall have the meaning set forth in Section 7.04(c).

“GE” shall have the meaning set forth in the Preamble.

“GE Agreement” shall have the meaning set forth in Section 9.17(a).

“GE Aviation” shall have the meaning set forth in the Preamble.

“GE Aviation Background IP” means all Intellectual Property that is (a) Controlled by GE Aviation as of the Signing Date or (b) created or acquired by or on behalf of GE Aviation after the Signing Date, including developments, modifications, derivative works or improvements to such Intellectual Property under the foregoing clause (a) created or acquired by or on behalf of GE Aviation, independently and outside any development work funded by ADGTJV or a JV Partner under this Agreement.

“GE Aviation Customer Concessions” shall have the meaning set forth in Section 8.03(a)(v)(A).

“GE Aviation Foreground IP” shall have the meaning set forth in Section 6.03(a)(ii)(A).

“GE Aviation Option Patents” shall have the meaning set forth in Section 6.15(a).

“GE Aviation PCBs” shall have the meaning set forth in Section 3.02(c).

“GE Aviation Supplemental Terms” shall mean the supplemental terms and conditions applicable to POs issued relating to the sale of the LM Products, Spare Parts and Services attached as Schedule 3, which includes amendments, modifications and supplements as agreed upon between the Alliance Parties.

“GE Aviation Supplied Content” shall have the meaning set forth in Section 6.04(d).

“GE Power” shall have the meaning set forth in the Preamble.

“GEA Competitor” means each of the Persons set forth on Schedule 8 or any of their respective Affiliates or any entity that acquires control of these Persons or the majority of such Person’s relevant assets.

“GEA Indemnitees” shall have the meaning set forth in Section 6.05(i)(iii).

“GEA Revenue” shall have the meaning set forth on Schedule 5.

“Governmental Entity” shall mean any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

“ICC” means the International Chamber of Commerce.

“Independently Performed Repairs” shall have the meaning set forth in Section 7.10(b)(ii).

“Initial Cure Period” shall have the meaning set forth in Section 4.02(d)(ii).

“Intellectual Property” means all of the following, whether protected, created or arising under the Laws of the United States or any other foreign jurisdiction, including: (i) patents, patent applications (along with all patents issuing thereon), statutory invention registrations, divisions, continuations, continuations-in-part, substitute applications of the foregoing and any extensions, reissues, restorations and reexaminations thereof, and all rights therein provided by international treaties or conventions, (ii) copyrights, moral rights, mask work rights and design rights, whether or not registered, published or unpublished, and registrations and applications for registration thereof; and all rights therein whether provided by international treaties or conventions or otherwise, (iii) confidential and proprietary information, including rights relating to know-how or trade secrets, (iv) all other applications and registrations related to any of the intellectual property rights set forth in the foregoing clauses (i) - (iii) above, and (v) intellectual property rights in Technology. As used in this Agreement, the term “Intellectual Property” expressly excludes (x) trademarks, service marks, trade names, service names, domain names, trade dress, logos, and other identifiers of same, all goodwill associated therewith, and all common law rights, and registrations and applications for registration thereof, all rights therein provided by international treaties or conventions, and all reissues, extensions and renewals of any of the foregoing and (y) rights arising from or in respect of domain names, domain name registrations and reservations.

“Joint Foreground IP” shall have the meaning set forth in Section 6.03(a)(ii)(B).

“JV Effective Date” shall have the meaning set forth in Section 2.01(a).

“JV Field of Use” shall mean cumulatively the BHGE Field of Use and the Power Field of Use.

“JV Partner” shall mean each of BHGE and GE Power.

“JV Partner Background IP” means all Intellectual Property Controlled by either JV Partner that is relevant to the scope of ADGTJV (including all necessary development and design tools and software a JV Partner agrees to license to ADGTJV) and is created or acquired by or on behalf of a JV Partner independently and outside any development work funded by ADGTJV or a JV Partner under this Agreement.

“JV Partner Foreground IP” means all Intellectual Property designated in a Technology Development Program Plan (including those set forth on Schedule 10) as either “BHGE Foreground IP” or “GE Power Foreground IP,” in each case to the extent such Intellectual Property is Controlled by the applicable JV Partner.

“Law” shall mean any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

“Lead Time” shall have the meaning set forth in Section 7.02(c)(i).

“Legacy LM Product Lines” shall mean each of LM500, LM1600, LM2500, LM5000, LM6000, and LMS100 aero-derivative engine lines, along with all Derivatives of the foregoing that (a) are subject to Legacy NPIs and NTIs, or (b) do not require in the future substantial new product introduction or other Technology development between the JV Partners and GE Aviation.

“Legacy NPIs and NTIs” shall mean those research and development programs initiated prior to the Signing Date between GE Aviation and one or both JV Partners in connection with any one or more Legacy LM Product Lines and/or the LM9000 Product Line in development as of the Signing Date, as specified on Schedule 10.

“Level 5 Repairs” shall have the meaning set forth in Section 7.10(b)(i).

“Liabilities” shall have the meaning set forth in Section 6.05(i)(iii).

“License ADGTJV Change in Control” means: (i) acquisition by a Person (whether directly from ADGTJV or from one or more of the JV Partners) of more than twenty percent (20%) of ADGTJV; (ii) an acquisition by a JV Partner (directly or indirectly) of any or all of the other JV Partner’s interest in ADGTJV; or (iii) any third party otherwise acquires control (as such term is defined in the definition of “Affiliate”) of ADGTJV.

“License JV Partner Change in Control” means, (i) with respect to BHGE or GE Power, (A) any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of forty percent (40%) or more of its equity interests or all or substantially all of its assets, other than to an Affiliate, or (B) any consolidation, merger or reorganization of such Person with or into another entity or any other transaction (whether by way of sales of assets or equity interest or otherwise) as a result of

which the holders of BHGE's or GE Power's (as applicable) outstanding equity interests possessing the voting power (under ordinary circumstances) to elect a majority of BHGE's or GE Power's (as applicable) board of directors (or similar governing body) immediately prior to such transaction beneficially own, directly or indirectly, (1) a majority of the equity, voting, beneficial or financial interests of the surviving entity, (2) the right to appoint or remove a majority of the board of directors or members of an equivalent management body of the surviving entity, or (3) the power to direct or cause the direction of the management and policies of the surviving entity; provided that, for the avoidance of doubt, no sale by GE of any of its equity interests in BHGE shall constitute a License JV Partner Change in Control, (ii) with respect to BHGE, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of the assets of its Turbomachinery & Process Solutions ("TPS") business unit, other than to an Affiliate, or (iii) with respect to GE Power, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of the assets of its GPS and PS business units other than to an Affiliate.

"Licensed Aviation Field of Use" shall mean the aerospace field into which GE Aviation sells products and services, including gas turbine engines and components for aerospace applications, excluding BHGE Field of Use.

"Licensed Materials" shall mean (a) all user manuals and documents related to the Engineering Licensed Tools as they exist as of the Signing Date as well as (b) any modifications thereto developed by GE Aviation during the Term of this Agreement, but limited specifically to such portions of such user manuals and documents relating to the Engineering Licensed Tools and detailing the functionality and use of the Engineering Licensed Tools; provided that, such manuals and documents shall be the same or similar to what GE Aviation uses internally in connection with the Engineering Licensed Tools.

"Licensed Trademarks" shall mean, and is limited to, (i) the word mark "GE", (ii) the word mark "GE Aviation" and (iii) the GE monogram.

"LLP" shall mean life limited parts as listed in Chapter 5 of GE Aviation's "Engine Shop Manual" ("ESM") for the flight version of the aero-derivative engine model, which GE Aviation will make available to ADGTJV.

"LLP Influencing Parts" shall mean parts that help establish the safe operating conditions of one or more LLP, including parts that exert mechanical loads on the LLP, exert pressure loads on the LLP, provide potential vibratory stimulus to the LLP, or influence the thermodynamic environment of the LLP, as listed in ESM for the flight version of the aero-derivative engine.

"LM9000 OE Parts" shall mean all production parts for the LM9000 Product Line, except for the parts provided by or procured by ADGTJV or BHGE.

"LM9000 Product Line" shall mean the LM9000 aero-derivative gas turbine product line, along with all Derivatives added by the APCC pursuant to Section 5.03.

“LM Product Lines” shall mean, individually or collectively, LM500, LM1600, LM2500, LM5000, LM6000, LMS100, and LM9000 aero-derivative engine lines (including variants and configurations thereof), along with any Derivative added by the APCC pursuant to Section 5.03 (but excluding any new centerline new product introduction aero-derivative engine).

“LM Products” shall mean engines, modules and/or parts of an LM Product Line. For the avoidance of doubt, the parts included in this definition refer only to parts of the core engine, and do not include sensors, cables, piping (fixed or flexible), etc. which the JV Partners purchase from outside vendors as of the Signing Date.

“Margin Percentage” shall have the meaning set forth on Schedule 2.

“Marine Field of Use” shall mean the marine field into which GE Aviation sells aero-derivative products and services, including propulsion, mechanical drive, hybrid, electric drive and combined cycle configuration engines and components for gas turbine based power solutions for commercial or military ship applications, excluding any floating platform or FPSO (floating production storage offloading) vessels used for oil and gas applications or power generation applications. For the avoidance of doubt, if the floating platform or FPSO vessel has an engine for propulsion (with such engine for propulsion of the vessel) it shall be inside the Marine Field of Use.

“Market Share Threshold Percentage” shall have the meaning set forth in Section 5.05(c).

“Master Agreement” shall have the meaning set forth in the Recitals.

“Modifications” shall have the meaning set forth in Section 6.05(c)(i).

“New Advanced Repairs” shall mean Advanced Repairs to be developed by either GE Aviation or the JV Partners under one or more Technology Development Program Plans, excluding any repairs that are based upon, derived from, an improvement of, or a modification of Existing Advanced Repairs.

“New Non-Advanced Repairs” shall mean Non-Advanced Repairs to be developed by either GE Aviation or the JV Partners under one or more Technology Development Program Plans, excluding any repairs that are based upon, derived from, an improvement of, or a modification of Existing Advanced Repairs.

“Non-Advanced Components” shall mean any components of LM Products and Spare Parts that are not Advanced Components.

“Non-Advanced Repairs” shall mean repairs for Non-Advanced Components and includes both Existing Non-Advanced Repairs and New Non-Advanced Repairs.

“Non-breaching Party” shall have the meaning set forth in Section 4.02(d)(i).

“Notice of Material Breach” shall have the meaning set forth in Section 4.02(d)(i).

“Notice of Termination” shall have the meaning set forth in Section 4.02(d)(iii).

“Output” shall have the meaning set forth in Section 6.05(n)(i)(A).

“Outside Warranty Period” shall have the meaning set forth in Section 8.03(a)(v)(A).

“Party” shall have the meaning set forth in the Recitals.

“PCB” shall have the meaning set forth in Section 3.02(a).

“Person” shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

“POs” shall have the meaning set forth in Section 7.01(a).

“PO Modification Agreement” shall have the meaning set forth in Section 7.01(b)(ii).

“PO Modifications” shall have the meaning set forth in Section 7.01(b)(ii).

“Policies” shall have the meaning set forth in Section 6.05(c)(i).

“Power Class” shall mean a range of power within which an aero-derivative engine is capable of providing power measured in megawatts at ISO conditions. For purposes of this Agreement, there shall be five Power Classes defined by the following: (a) 0-19MW, (b) 20-40MW, (c) 41-60MW, (d) 61-95MW and (e) 95+ MW.

“Power Field of Use” shall mean customers operating primarily outside of the oil and gas industry and when the application is one or more of the following activities: (i) industrial power generation (i.e., metals, pulp and paper, and waste to energy), (ii) cogeneration (“Cogen”), (iii) combined heat and power (“CHP”), (iv) hybrid power generation, (v) combined cycle for utility/IPP and (vi) conventional (including, without limitation, simple cycle power plants) and nuclear power generation for utility/IPP including Cogen, CHP and biomass.

“Product Cost” means the following costs incurred in connection with LM Products, Spare Parts, or conducting Repair, including the manufacturing, assembling, testing, and repairing thereof:

(a) direct labor costs (including salary and wages);

(b) cost of materials used (including raw material, components, scrap, packaging materials, shipping and handling costs, freight-in charges, supplier charges, any applicable sales taxes and/or customs duties and brokers fees, and lot charges, including special process substantiation, vendor substantiation and manufacturing engineering support at supplier shops);

(c) allocation of overhead (including indirect labor costs, supplies and materials, manufacturing engineering support, plant insurance, property taxes, and other like costs) and

facilities and equipment expense (including rent, utilities, repairs and maintenance costs, equipment rental and leases, and depreciation expense);

(d) sourcing and material procurement, storage, and other applicable activities, including quality control and quality assurance, performed directly in support of the applicable activity;

(e) if applicable, costs for third party contract manufacturers or service providers;

(f) fuel costs associated with engine tests; and

(g) any royalties payable to a third party attributable to the applicable activity.

“Products Warranty” shall have the meaning set forth in Section 8.03(a).

“Products Warranty Period” shall have the meaning set forth in Section 8.03(a).

“Products/Services Claims” shall have the meaning set forth in Section 8.01(b).

“Prohibited Supplier List” shall have the meaning set forth in Section 7.09(a)(iii)(B).

“Receiving Party” shall have the meaning set forth in Section 9.08(a).

“Regardless of Cause or Action” shall mean (to the maximum extent permitted by applicable Law), regardless of: cause, fault, default, negligence in any form or degree, foreseeability, strict or absolute liability, breach of duty (statutory or otherwise) of any person, including in each of the foregoing cases of the indemnified person, or any defect in any premises; for all of the above, whether pre-existing or not and whether the damages, liabilities, or claims of any kind result from contract, warranty, indemnity, tort/extra-contractual or strict liability, quasi contract, Law, or otherwise.

“Repairs” shall mean Advanced Repairs and Non-Advanced Repairs.

“Repair Services” shall mean performance of Advanced Repairs and Non-Advanced Repairs.

“Repair Royalty Fee” shall have the meaning set forth in Section 7.10(c)(i).

“Repair Warranty” shall have the meaning set forth in Section 8.03(b)(i).

“Repair Warranty Period” shall have the meaning set forth in Section 8.03(b)(i).

“Replacement Agreements” shall have the meaning set forth in Section 9.17(b)(ii).

“Representatives” shall mean the applicable Party’s respective directors, officers, members, employees, representatives, agents, attorneys, consultants, contractors, accountants,

financial advisors and other advisors. In the case of ADGTJV, it shall also include the JV Partners.

“Residuals” shall have the meaning set forth in Section 6.05(n)(i).

“Restructuring” shall have the meaning set forth in the Recitals.

“RSP Materials” shall mean products and services sourced from RSPs.

“RSPs” means revenue share participants that have entered into a revenue share participant program (which is a risk and revenue-sharing program), the terms of which are set forth in joint contractual arrangements between such participants and GE, and pursuant to which such participants design, develop, manufacture, sell and/or support parts or component parts of the LM Products, Spare Parts and Services, and each of such participants, among other things, funds its share of effort on such program, assumes the corresponding risks and rewards, and receives compensation from sales of such LM Products, Spare Parts and Services based upon such participant’s share of such program.

“Security Incident” shall have the meaning set forth in Section 6.05(k).

“Serial Defect” shall have the meaning set forth in Section 8.03(a)(v)(A).

“Services” shall mean, individually or collectively, the Aftermarket Services and the Engineering Services.

“Signing Date” shall have the meaning set forth in the Preamble.

“Site” shall mean the premises where LM Products and Spare Parts are used or Services are performed, not including GE Aviation’s premises from which it performs Services.

“Software” shall have the meaning set forth in Section 6.17(a).

“Source Data” shall mean source code or other source materials.

“Spare Parts” shall mean an individual part or assembly of parts, including modules, of an LM Product, typically identified by a unique part number, which can be sold individually or in the aggregate, but without being installed on such engine.

“Subsidiary” shall mean with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

“Specified Tool” shall have the meaning set forth in Section 6.05(c)(ii).

“Supply Product Price” shall have the meaning set forth in Section 7.03(a).

“Supply Program” shall have the meaning set forth in Section 2.02.

“Tax” shall mean any federal, state, provincial, local, foreign or other tax, import, duty or other governmental charge or assessment or escheat payments, or deficiencies thereof, including income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, windfall profits, gross receipts, value added, sales, use, excise, custom duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, real and personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar tax and including all interest and penalties thereon and additions to tax.

“Technology” means, collectively, all technology, software, hardware, data, databases, models, designs, formulae, algorithms, procedures, methods, discoveries, processes, techniques, ideas, know-how, research and development, tools, materials, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice) apparatus, creations, improvements, works of authorship in any media, confidential, proprietary or non-public information, and other similar materials, and all recordings, graphs, drawings, specifications, reports, presentations, analyses, other writings and other tangible embodiments of the foregoing, in any form, whether or not specifically listed herein, and all related technology.

“Technology Deliverables” shall mean all information and Technology whether pre-existing or generated as a result of this Agreement which has been or may be furnished or made available by GE Aviation to ADGTJV, other than the Engineering Tools.

“Technology Development Program Plan” shall mean a written agreement on a technology development program plan for any new product introduction or other Technology development in substantial conformance with the template set forth in Schedule 6.

“Term” shall have the meaning set forth in Section 4.01.

“Third Party Materials” shall have the meaning set forth in Section 6.05(e)(ii).

“Third Party Repair Supplier” shall have the meaning set forth in Section 7.10(a).

“Third Party Repair Supplier Conditions” shall have the meaning set forth in Section 7.10(a).

“Threshold Percentage” shall have the meaning set forth in Section 1.01 of Schedule 15.

“Tools Term” shall have the meaning set forth in Section 6.05(b).

“Tools Users” shall have the meaning set forth in Section 6.05(i)(iii).

“Umbrella Agreement” shall have the meaning set forth in the Recitals.

“Unapproved Operations” shall have the meaning set forth in Section 8.03(a)(iv)(E).

“Unapproved Repair” shall have the meaning set forth in Section 7.09(a)(i)(B).

“Unapproved Spare Part” shall have the meaning set forth in Section 7.09(a)(i)(B).

“VDI” shall have the meaning set forth in Section 6.05(a).

ARTICLE 2

EFFECTIVENESS; PURPOSE AND SCOPE

Section 2.01. Effectiveness.

(a) ADGTJV Joinder to Agreement. Substantially simultaneous with the closing of the joint venture contemplated by the Master Agreement (the “JV Effective Date”), BHGE and GE Power shall cause ADGTJV to execute and deliver a joinder to this Agreement, substantially in the form of Schedule 1 hereto, whereupon ADGTJV shall become a party to this Agreement. For the avoidance of doubt, except following any permitted assignment of this Agreement pursuant to Section 9.10, in no event shall either of BHGE or GE Power have or be entitled to exercise any rights, licenses or remedies of ADGTJV under this Agreement prior to the Effective Date (as defined below).

(b) Agreement Effectiveness. Notwithstanding anything to the contrary contained in this Agreement or in the Master Agreement, and subject to Section 2.01(c) below, this Agreement and the obligations of each Party shall only become effective upon the occurrence of both (i) the Trigger Date (as defined in that certain Amended and Restated Stockholders Agreement between GE and Baker Hughes, a GE company, a Delaware corporation, dated as of November 13, 2018, as amended), and (ii) ADGTJV joining as a party hereto in accordance with Section 2.01(a) (the date on which the latest of (a) and (b) have occurred, the “Effective Date”). For avoidance of doubt, if the JV Effective Date has not occurred as of the Trigger Date, then this Agreement and the rights and obligations of the Parties hereunder shall not become effective, and instead, GE Aviation shall enter into separate supply and technology development agreements with each of BHGE and GE Power in accordance with Section 9.17(a).

(c) Earlier Effectiveness. Notwithstanding the effectiveness of this Agreement contemplated by Section 2.01(b), (i) this Section 2.01 (Effectiveness), Section 3.03(c)(iv) of Schedule 15, Section 4.02(d) (Material Breach), Section 6.05 (Access to Engineering Tools), and ARTICLE 9 (General Provisions) shall be effective as of the Signing Date, and (ii) Section 6.02(a) (GE Aviation Background Intellectual Property) shall be effective as of December 1, 2018.

Section 2.02. Purpose. The purpose of this Agreement is to set forth the terms and conditions governing: (a) the supply by GE Aviation to ADGTJV of the LM Products and Spare Parts and the provision by GE Aviation to ADGTJV of the Aftermarket Services and Engineering Services, as ordered and fulfilled pursuant to POs issued in accordance with Section 7.01 (the “Supply Program”); (b) the Engineering Services and research and development programs that are unanimously agreed upon by the APCC and set forth in a written Technology Development Program Plan (the “Development Program”); and (c) the provision by GE Aviation

to ADGTJV and the JV Partners of certain Engineering Licensed Tools through a software as a service model (the “Engineering Tools Services”).

Section 2.03. Supply Program.

(a) Scope of LM Products and Spare Parts. Subject to the terms and conditions of this Agreement (including the exclusivity provisions set forth in ARTICLE 5), GE Aviation shall sell and supply to ADGTJV, and ADGTJV shall purchase from GE Aviation, LM Products, Spare Parts and Services, and as ordered and fulfilled pursuant to POs issued in accordance with Section 7.01.

(b) Exclusions. Notwithstanding anything herein to the contrary in this Agreement, any new centerline new product introduction aero-derivative engine and any derivatives thereof shall not be supplied as part of the Supply Program under this Agreement and are not subject to any terms set forth in this Agreement other than Section 5.03 (including those related to supply, development, maintenance, repair or engineering services). The inclusion of such engine will be subject to the APCC’s approval and any terms for such inclusion shall be separately negotiated between the Alliance Parties in good faith and based on market considerations.

(c) Limitations Regarding LM9000. The inclusion of LM9000 in the Supply Program under this Agreement, and GE Aviation’s obligations with respect to LM9000, shall be limited to providing LM9000 OE Parts, and providing and repairing LM9000 OE Parts and related Spare Parts only, and shall not include any final assembly or testing responsibilities with respect to LM9000 (with the exception of the first four (4) production units and the development program).

Section 2.04. Development Program.

(a) Scope. Subject to the terms and conditions of this Agreement, the Alliance Parties may engage in Development Programs pursuant to one or more Technology Development Program Plan, pursuant to Section 6.01.

(b) Third Party Providers. GE Aviation shall have the right, in its sole discretion, to designate or cause an Affiliate or third party provider to provide to ADGTJV any applicable Service(s), which shall be consistent with GE Aviation’s current and ordinary course practices, subject to any such third party provider agreeing in writing to provide such Services in accordance with the applicable terms and conditions of this Agreement. For the avoidance of doubt, GE Aviation will remain liable for the provision of Services by an Affiliate or such third party provider, in accordance with the terms of this Agreement.

ARTICLE 3

PROGRAM MANAGEMENT; AERO-DERIVATIVE PRODUCT COMPETITIVENESS COMMITTEE

Section 3.01. Program Management and Operations.

(a) **Alliance Managers.** Promptly after the Effective Date, each Alliance Party shall appoint an experienced cross-functional senior business leader to act as an alliance manager (each, an "**Alliance Manager**"), who shall oversee the fulfillment of this Agreement and the alignment of Alliance Parties' interests, and shall notify the other Alliance Party of its Alliance Manager. The Alliance Managers shall be the primary point of contact for the Alliance Parties regarding the collaboration activities contemplated by this Agreement and shall help facilitate all such activities hereunder.

(b) **Alliance Manager Responsibilities.** The Alliance Managers shall have the following responsibilities:

(i) To create and maintain a collaborative work environment between the Alliance Parties;

(ii) To lead execution work assigned by the APCC to the Alliance Party and to serve as the single unifying element in the organization of each Alliance Party to ensure consistency and simplification as appropriate;

(iii) To coordinate the various functional representatives developing and executing strategies and plans for GE Aviation's supply of the LM Products, Spare Parts and Services;

(iv) To provide single-point leadership for generating consensus both internally within their respective Alliance Parties' organizations and externally across party lines regarding key strategy and plan issues;

(v) To ensure the ability for rapid decision making regarding the execution of strategies and plans approved by the APCC to avoid the need for excessive APCC meetings and input;

(vi) To identify and raise cross company, cross region and/or cross function disputes to the APCC; and

(vii) To plan and coordinate efforts aimed at establishing and maintaining the functionality of GE Aviation's supply of the LM Products, Spare Parts and Services.

Section 3.02. Committees.

(a) **Governance.** The Alliance Parties have agreed to establish the following committees to assist in achieving the Alliance Parties' goals: (i) an Aero-derivative Product

Competitiveness Committee (“APCC”), the functions, composition, meeting requirements, decision-making authority and record keeping requirements for which are set forth in Section 3.02(b), and (ii) Program Control Boards (each, a “PCB”), the functions, decision-making authority and record keeping requirements for which are set forth in Section 3.02(c). The Alliance Parties have agreed that the oversight and management structures provided by the APCC and the PCBs as established by the Alliance Parties should facilitate quick decision-making and issue resolution. The Alliance Parties have also agreed that such oversight and management structure should facilitate maximum allowable collaboration between the Alliance Parties to achieve these goals and align the Alliance Parties interests, yet cause as little disruption as possible to the organizational structures of the Alliance Parties and their Affiliates. In addition, the Alliance Parties wish to establish an effective and efficient management coordination system so as to optimize the long term profitability of the LM Products, Spare Parts and Services.

(b) APCC.

(i) *Function.* The APCC shall have the following functions:

(A) evaluate and review cost competitiveness concerns after taking into account total cost of ownership, durability, reliability, availability, output, efficiency, and other similar value differentiators and then negotiate to modify the pricing terms to improve alignment and cost competitiveness, which modifications may include (1) reducing budget costs, which if achieved would be immediately captured by ADGTJV through a reduction of price during the interim term, (2) rebalancing of margin rates across LM Products, Spare Parts and Services, (3) temporary price concessions or (4) other economic currency as agreed by the Alliance Parties; provided that ADGTJV has provided the APCC with documentation to support such cost competitiveness concern that the LM Products, Spare Parts and Services costs are higher than the market rates of other similar manufacturers of aero-derivative engines of a comparable quality and such rates have been consistently offered for at least one (1) year;

(B) if requested by an Alliance Party, to address major market concerns resulting from the commercial end market or the supply chain environment and potential corresponding adjustments to the Cost Baseline or Applicable Price;

(C) make determinations on long range forecasting for sales and operations planning, based on input from ADGTJV’s customer channel representatives and GE Aviation’s planning and fulfillment representatives;

(D) approve and guide joint technology development initiatives, including Development Program prioritization, funding and execution, based on input from ADGTJV’s engineers and product managers from both JV Partners and GE Aviation’s engineers and product management;

- (E) review and make decisions regarding proposals for new Derivatives;
- (F) oversee the management of the LM Products, Spare Parts and Service (including product cost out opportunities, product safety, non-aero part industrialization, lead time reduction ideas, end of life product management and new supplier development);
- (G) oversee the configuration management of LM Product or Spare Part (including technical reviews);
- (H) review of Repairs and Spare Parts introduction, development substantiation, approval and whether to allow new Repairs and Spare Parts introductions to the extent such introductions did not receive approval from GE Aviation's engineering team for reasons related to safety concerns along with associated documentation related to the foregoing;
- (I) sustaining engineering of the LM Product or Spare Part;
- (J) determine the funding and joint management of Development Programs under each Technology Development Program Plan;
- (K) resolve any Disputes regarding ownership or licensing of Intellectual Property in accordance with the requirements of ARTICLE 6;
- (L) at the request of ADGTJV to restart any LM Product Line that is terminated pursuant to Section 4.03, consider the associated business case by evaluating the cost and benefit of restarting such terminated LM Product Line and, if the APCC determines to resume such terminated LM Product Line, such LM Product Line will be reinstated in this Agreement subject to pricing and lead time changes, if any;
- (M) at the request of ADGTJV if there is a substantial need to extend the support period under Section 4.03(c) for Aftermarket Services or Engineering Services, consider granting an extension of such period;
- (N) review Lead Time reduction in accordance with Section 7.02(c);
- (O) update the Prohibited Supplier List periodically and consider, upon written request of the Alliance Parties, making exceptions to the Prohibited Supplier List, provided that the APCC unanimously approves making such exceptions;
- (P) approve content contributed by GE Aviation required to construct Industrial Repair Manuals (IRMs) for LM Products;

(Q) address the matters relating to introduction of new Repairs and Spare Parts as set forth in Section 7.09 and Section 7.10(a), including any exclusive buy or sell obligations between the Alliance Parties related thereto; and

(R) make funding decisions on actions recommended by, or decisions made by, the PCBs.

(ii) *Composition.* The APCC shall consist of a total of six (6) members, and be composed of two (2) senior leaders (who shall be officers, directors or senior employees) appointed by each of GE Aviation and each JV Partner immediately following the Effective Date. GE Aviation and each JV Partner shall jointly appoint a chairperson to serve as the leader of the APCC (the “APCC Chairperson”). GE Aviation and each JV Partner shall have the right from time to time to substitute individuals, on a permanent or temporary basis for any of its previously designated members of the APCC, upon written notice to the other parties.

(iii) *Meetings.* Unless the APCC otherwise agrees, regular meetings of the APCC shall be held at least once every fiscal quarter to establish goals, approve strategies and plans, review progress versus goals and to discuss issues. All meetings shall be held at such times and places as the APCC may determine. The APCC Chairperson shall be responsible for coordinating and distributing an agenda to the members of the APCC prior to meetings. The APCC Chairperson may call a special meeting of the APCC upon request of any member by written or oral notice to the other members. Notice of the place, date and time of all meetings of the APCC shall be mailed to a member's last officially communicated place of business at least ten (10) days before the meeting or given by electronic communication at least five (5) days before the meeting. Attendance at a meeting shall constitute waiver of notice. Any meeting may be held by telephone or teleconference so long as all members participating in the meeting can hear one another at the same time. Telephone or teleconference meetings shall be governed by the same rules as other meetings of the APCC except as to location.

(iv) *Quorum.* A duly constituted quorum of the APCC for purposes of making any decision or taking any action required or permitted to be made or taken pursuant to this Agreement shall be at least two (2) members from each of GE Aviation and each JV Partner present in person, via telephone or teleconference. Any member unable to attend in person may attend via telephone or teleconference and shall have all rights to participate fully and vote, provided that members of the APCC may not delegate their attendance responsibility.

(v) *Decision Making.* The APCC shall review processes and reach decisions after taking into consideration each Alliance Party's interests, including in the areas of cost competitiveness, services footprint dynamics, growth opportunities and customer dynamics. Decisions shall be made on a business case-basis (A) after reviewing the necessary facts and risk assessments provided by the engineering and supply chain teams and (B) after taking into account input

from the commercial teams regarding the end market for use in the business case. Any decision or action required or permitted to be made or taken by the APCC shall only be made or taken upon the unanimous agreement of all members of the APCC. If the APCC does not unanimously agree with respect to any matter, then such matter shall be resolved pursuant to the mechanisms described in Section 9.07 of this Agreement. Any decision or action that might be made or taken at any meeting of the APCC may be made or taken, in lieu of a meeting, by an instrument in writing executed by the members of the APCC. Such instruments may be executed in counterparts.

(vi) *Records.* The APCC shall keep accurate minutes of all meetings to reflect any and all decisions or actions made or taken. The APCC Chairperson shall designate a member of the APCC or another person agreed by the APCC to prepare and circulate a draft of the minutes of each meeting. Drafts of such minutes shall be delivered to the members of the APCC within twenty (20) days after the meeting, and shall be edited and issued in final form as soon as practical after the meeting, with the approval and agreement of the members of the APCC, as evidenced by their (or their designee's) signatures on the minutes. The APCC shall also keep such other records as it deems appropriate.

(c) Program Control Board (PCB). There shall be a PCB formed for each LM Product Line (e.g., LM2500, LM6000, LMS100, and LM9000), including its related Derivatives and variants with respect to (1) flange to flange decisions ("GE Aviation PCBs") and (2) overall package and turbine integration decisions ("ADGTJV PCBs").

(i) *Function.* Each PCB shall have the following functions:

- (A) Making decisions on design changes in the factory and the field;
- (B) Monitoring business operations, considering technical and business risk;
- (C) Approving control documents such as engineering scope of work, technical publications and service bulletins;
- (D) Overseeing supply chain management and manufacturing programs management; and
- (E) Managing allocation of approved funds and budgeting.

(ii) *Meetings.* A GE Aviation-appointed PCB chairperson will call and lead meetings and there shall be at least one ADGTJV appointee for GE Aviation PCBs. An ADGTJV-appointed PCB chairperson will call and lead meetings and there shall be at least one GE Aviation appointee for ADGTJV PCBs.

(iii) *Decision Making.* Any decision or action required or permitted to be made or taken by a PCB shall only be made or taken upon the unanimous agreement of all members of such PCB; provided that:

(A) any decision or action associated with flange to flange turbines and associated Technology shall be led by GE Aviation, with at least one (1) representative from ADGTJV having the right to provide input, provided that if a PCB cannot reach unanimous agreement then the issue will be escalated within the organizations to attempt to reach an agreement at a more senior level, but GE Aviation shall have the final decision authority,

(B) any decision or action associated with installation design manuals for GE Aviation-supplied hardware for LM Products shall be led by GE Aviation, with at least one (1) representative from ADGTJV having the right to provide input, provided that if a PCB cannot reach unanimous agreement then the issue will be escalated within the organizations to attempt to reach an agreement at a more senior level, but GE Aviation shall have the final decision authority, and

(C) any decision or action associated with the overall package and turbine integration of LM Products, and associated package and integration Technology, shall be led by ADGTJV, with at least one (1) representative from GE Aviation having the right to provide input; provided that, to the extent a formal program control process does not exist at ADGTJV, then ADGTJV shall provide necessary updates to GE Aviation on the package development and provide GE Aviation with an opportunity to provide comment, provided that if a PCB cannot reach unanimous agreement then the issue will be escalated within the organizations to attempt to reach an agreement at a more senior level, but ADGTJV shall have the final decision authority.

(iv) *Records.* Each PCB shall keep accurate minutes of all meetings to reflect any and all decisions or actions made or taken. A member of each PCB shall prepare and circulate a draft of the minutes of each meeting. Drafts of such minutes shall be delivered to the members of such PCB within twenty (20) days after the meeting, and shall be edited and issued in final form as soon as practical after the meeting, with the approval and agreement of the members of such PCB, as evidenced by their (or their designee's) signatures on the minutes. Each PCB shall also keep such other records as it deems appropriate.

Section 3.03. Agreement Implementation.

(a) **Spare Part PO Placement Process.**

(i) The Parties acknowledge that, because the process currently in place between BHGE and GE Power for ordering Spare Parts is integrated into the GE Aviation material fulfillment process, and such process does not facilitate the implementation of POs as per this Agreement, there is a need to implement a separation between GE Aviation and ADGTJV and a workable process for the

placement and acceptance of POs. Accordingly, the Alliance Parties shall work together in good faith to agree to a revised process by no later than December 31, 2019 (or such other date as mutually agreed by the Alliance Parties) to effectuate the ordering of Spare Parts under this Agreement. The Alliance Parties shall recommend the revised process to the APCC for approval, or if the APCC is not yet formed, to the VPs of Product Management of the JV Partners; provided that the revised process shall seek to minimize costs that each Alliance Party shall have to bear.

(ii) Given the fact that through the current process, there is no issuance of a purchase order, and given Section 7.02(b)(i), both Alliance Parties acknowledge that until the revised process under Section 7.02(b)(i) is implemented, GE Aviation's obligations will be based on the terms of the GE Aviation Supplemental Terms and the requirements set forth in written work orders issued between the Alliance Parties. GE Aviation shall work in good faith to deliver Spare Parts as if a PO had been in effect, provided that GE Aviation's obligation to pay damages shall be suspended until the new PO process is implemented, which shall be no later than one year after the date ADGTJV's CEO assumes his or her role.

(b) Spare Parts Storage and Warehousing.

(i) Due to the fact that the current BHGE and GE Power process for storing and warehousing Spare Parts (and certain LM Products components) is fully integrated into the GE Aviation material management processes, and such processes and facilities cannot be maintained in the same manner following the Effective Date, but recognizing that fully separating such processes is a complex and time consuming process, the Alliance Parties agree that they will work together to mutually agree on a new process or resolution for the storing and warehousing of such goods, if needed, by no later than December 31, 2019 (or such other date as mutually agreed by the Alliance Parties). Such new process shall allow for title transfer, care, custody and control and risk of loss for Spare Parts (and any other LM Products) to occur at delivery as contemplated by any purchase orders issued under the process agreed through the previous section. The Alliance Parties shall recommend the revised process to the APCC for approval; provided that the revised process shall seek to minimize costs that each Alliance Party shall have to bear. For the avoidance of doubt, the Alliance Parties recognize that this will require the establishment of a separate warehousing solution that is not owned or leased by GE Aviation.

(c) Administrative and Management Organization and Costs. The Parties agree to the rights and obligations set forth in Section 3.03(c) of Schedule 15.

ARTICLE 4

TERM AND TERMINATION

Section 4.01. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter until terminated in accordance with Section 4.02 or Section 4.03 (the “Term”).

Section 4.02. Termination Events.

(a) Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Alliance Parties.

(b) Bankruptcy; Insolvency. Subject to and without limiting Section 4.02(e), any Party may terminate this Agreement immediately by written notice to the other Parties upon the occurrence of any of the following events: (i) another Party is or becomes insolvent or unable to pay its debts as they become due within the meaning of the United States Bankruptcy Code (or any successor statute) or any analogous foreign statute; (ii) another Party appoints or has appointed a receiver for all or substantially all of its assets, or makes an assignment for the benefit of its creditors; (iii) another Party files a voluntary petition under the United States Bankruptcy Code (or any successor statute) or any analogous foreign statute; or (iv) another Party has filed against it an involuntary petition under the United States Bankruptcy Code (or any successor statute) or any analogous foreign statute, and such petition is not dismissed within ninety (90) days.

(c) Liquidation or Dissolution of ADGTJV. This Agreement shall automatically terminate upon liquidation or dissolution of ADGTJV.

(d) Material Breach.

(i) Subject to and without limiting Section 4.02(e), in the event of a material breach by a Party (the “Breaching Party”), any other Party (a “Non-breaching Party”) shall provide written notice to the Breaching Party as soon as reasonably practicable after the Non-breaching Party becomes aware of the occurrence of such material breach, which notice shall contain a description of such material breach in reasonable detail (a “Notice of Material Breach”). The failure or delay of a Non-breaching Party in delivery of a Notice of Material Breach shall not be deemed a waiver of any rights of such Non-breaching Party unless and to the extent such failure or delay materially and adversely affects the Breaching Party’s ability to cure such material breach.

(ii) The Breaching Party shall have the automatic right during the ninety (90) day period following receipt of a Notice of Material Breach to cure such material breach (the “Initial Cure Period”). Any efforts by the Breaching Party to cure shall not be deemed an admission that the Breaching Party has committed a material breach. If the Breaching Party has promptly and diligently

taken reasonable steps to cure but such cure has not been completed within the Initial Cure Period, then the period to cure shall be extended for a commercially reasonable time not to exceed a further thirty (30) days to enable such cure to be completed (the “Extended Cure Period”), provided that, the cure period shall not be extended if, notwithstanding all reasonable efforts, such cure could not be effected within the Extended Cure Period.

(iii) If the Breaching Party disputes that a material breach has occurred, or if a cure is not possible within the Initial Cure Period (or, if applicable, the Extended Cure Period), then senior management representatives of the Parties shall meet, no later than fifteen (15) days following delivery of written notice from one Party to the other Parties requesting such meeting, to attempt to resolve such Dispute. The Parties agree to use all reasonable efforts to fully resolve the Dispute and to find a cure within the Initial Cure Period (or, if applicable, the Extended Cure Period). The Parties may extend the duration of such dispute resolution proceedings for such period of time as may be mutually agreed in writing. If the Parties have not resolved such Dispute by the end of thirty (30) days following the written notice requesting a dispute resolution meeting of senior management, then a Non-breaching Party may terminate this Agreement by delivering written notice to such effect to the Breaching Party (the “Notice of Termination”), but the Breaching Party shall be entitled to commence a Dispute under the applicable dispute resolution clause herein to determine if a material breach has occurred. Termination shall be without prejudice to any other rights or remedies to which any Party may be entitled under this Agreement or applicable Law.

(iv) If the termination is due to GE Aviation’s material breach, if so specified by ADGTJV, upon a Notice of Termination of this Agreement, GE Aviation shall promptly stop work under any POs outstanding as of such notice date as directed in the notice.

(v) If the termination is due to ADGTJV’s material breach, GE Aviation shall have the right to promptly stop work under any POs outstanding as of such notice date and ADGTJV shall not place further subcontracts/orders in respect of any such outstanding POs.

(vi) This Agreement may not be terminated for any reason other than as expressly set forth in this Section 4.02.

(e) Notwithstanding anything to the contrary in this Agreement, (i) GE Aviation shall have no right to terminate this Agreement or GE Aviation’s exclusive supplying commitment with respect to the BHGE Field of Use hereunder (including, for the avoidance of doubt, ARTICLE 5 and ARTICLE 6 hereof) as a result of any material breach by or directly or indirectly caused by GE Power, and (ii) GE Power shall have no right to terminate this Agreement as a result of any material breach by or directly or indirectly caused by GE Aviation, in each case so long as GE Power and GE Aviation are under common control (as control is defined in the definition of “Affiliate”) at the time of the relevant breach or action by GE Power or GE Aviation, as applicable.

(f) Breaches of POs. For the avoidance of doubt, the breach of a PO shall not automatically constitute a breach of this Agreement, provided that such breach may still give rise to other relief. However, GE Aviation may terminate this Agreement upon notice to ADGTJV: (i) for material and chronic breaches of the POs by ADGTJV that ADGTJV has not cured within one hundred eighty (180) days following written notice of default from GE Aviation, or (ii) default by ADGTJV of its payment obligations under any PO or POs, for amounts not subject to a good faith dispute, individually or in the aggregate, in excess of fifty million U.S. Dollars (\$50,000,000).

Section 4.03. LM Product Line Termination Upon Production Cessation.

(a) Subject to Section 4.03(b) and Section 4.03(c) and without prejudice to any other clauses in this Agreement, GE Aviation shall not have an obligation to provide engines of an LM Product Line if (a) any LM Product Line has not been delivered for a period of twelve (12) consecutive months (so long as such one (1) year period has not expired due to delivery delays caused by GE Aviation) (the end of such period, an “End of Production Date”), and (b) GE Aviation sends ADGTJV a request to terminate engine production on such LM Product Line, and (c) ADGTJV consents in writing to such termination, provided that ADGTJV shall reasonably and promptly consider GE Aviation’s request.

(b) If ADGTJV wishes to restart an LM Product Line terminated in accordance with the above, it may make a request of the APCC as set forth in Section 3.02(b)(i)(L). Should GE Aviation restart the LM Product Line previously ceased, all rights and obligations under this Agreement shall be reinstated.

(c) For any LM Product Line terminated in accordance with the above, GE Aviation shall continue to support and fulfill POs for Spare Parts, Repairs and Engineering Services issued by ADGTJV in accordance with this Agreement for a period of twenty-five (25) years following the relevant End of Production Date. If ADGTJV has a substantial need to extend such period for Spare Parts, Repairs or Engineering Services, the APCC may grant an extension of such period in accordance with Section 3.02(b)(i)(M).

Section 4.04. Effects of Expiration or Termination.

(a) Tooling Purchase Option Upon Termination. Following any termination of this Agreement (other than termination by GE Aviation pursuant to Section 4.02(c) or Section 4.02(d) for material breach by ADGTJV), GE Aviation shall notify ADGTJV in writing if GE Aviation intends to sell any tooling assets that GE Aviation owns and that is associated with assembly and/or testing of the LM Product Lines outside of the sale of the associated GE Aviation business. ADGTJV shall then have a right, exercisable by written notice to GE Aviation within sixty (60) days following receipt of GE Aviation’s notice, to purchase such tooling. If ADGTJV exercises such right to purchase such tooling, the Alliance Parties shall negotiate in good faith for a period of one hundred and twenty (120) days with respect to the price and other terms in connection with such sale. If the Alliance Parties are unable to enter into such an agreement, then GE Aviation may thereafter pursue such sale to any third party. ADGTJV may assign the foregoing right to one of the JV Partners prior to a liquidation or dissolution of ADGTJV.

(b) Other Effects of Expiration or Termination.

(i) Except as set forth in Section 4.05, expiration or termination of this Agreement shall terminate any and all rights and obligations hereunder; provided that the expiration or earlier termination of this Agreement shall not relieve any Party of any of its rights or liabilities arising prior to or upon such expiration or earlier termination or for POs under execution.

(ii) The acceptance of any PO from, or the sale or provision of any LM Products, Spare Parts or Services to, ADGTJV after the expiration or termination of this Agreement shall not be construed as a renewal or extension hereof, nor as a waiver of termination, but in the absence of a written agreement signed by one of the authorized representatives of GE Aviation herein, all such transactions shall be governed by provisions identical to the provisions of this Agreement.

(iii) Except as set forth in Section 4.05, each Party shall promptly, but in no event greater than within thirty (30) days, return all Confidential Information of the other applicable Parties or their Affiliates that is in such Party's or its Affiliates' possession and control, subject to any rights such Party and its Affiliates may rightfully possess to the same hereunder.

Section 4.05. Survival. On any expiration or termination of this Agreement, the following provisions shall survive in full force and effect: ARTICLE 1 (Definitions); Section 1.01; Section 4.04 (Effects of Expiration or Termination); Section 6.02 (Background IP) with respect to the provisions set forth in such section that expressly survive; Section 6.03 (Foreground IP); Section 6.04(f) (Technology Deliverables); Section 6.05(j) (Access to Engineering Tools – Security and Audit Rights); Section 6.05(n) (Access to Engineering Tools – Residual Uses); Section 6.06 (Third Party Licenses); Section 6.07 (Section 365(n) of the Bankruptcy Code); Section 6.09 (Reservation of Rights); Section 6.13 (Prosecution and Maintenance); Section 6.14 (Third Party Infringements, Misappropriations and Violations); Section 6.17 (Embedded Software License); Section 7.02(a) (Terms and Conditions of Purchase); Section 7.05 (Lump Sum Payment); ARTICLE 8 (Allocation of Liability); and ARTICLE 9 (General Provisions). Expiration or termination of this Agreement shall not affect any rights or liabilities which have accrued prior to expiration or termination. In addition, any payment obligations that have accrued under this Agreement at the time of such expiration or termination shall remain in full force and effect until they are satisfied in full.

ARTICLE 5

EXCLUSIVITY

Section 5.01. ADGTJV Exclusive Purchasing Commitment. During the Term and subject to Section 5.04, ADGTJV, directly or through its Affiliates, shall purchase from or through GE Aviation, as its sole supplier, one hundred percent (100%) of their requirements for Exclusive Products/Services for the JV Field of Use. Subject to the exceptions referenced above, ADGTJV and the JV Partners expressly covenant and agree on behalf of themselves and their Affiliates that, during the Term, they will not obtain Exclusive Products/Services from any

source other than GE Aviation and will not provide Exclusive Products/Services other than for the JV Field of Use.

Section 5.02. GE Aviation Exclusive Supplying Commitment. During the Term and subject to Section 5.05, GE Aviation, and its Affiliates acting on its behalf, shall sell to ADGTJV the Exclusive Products/Services ordered by ADGTJV under and pursuant to the terms of this Agreement as GE Aviation's sole third party customer for the Exclusive Products/Services for the JV Field of Use. For the avoidance of doubt, Engineering Services, other than those captured in the definition of Exclusive Products/Services, that are provided by GE Aviation to ADGTJV and covered by the terms of this Agreement shall be provided on a non-exclusive basis (and shall also be subject to the terms of the exclusive license grants in ARTICLE 6).

Section 5.03. Rights Regarding New Engines.

(a) If any Party or any of its Affiliates intends to (i) develop a new engine (including derivatives) for the BHGE Field of Use or the Power Field of Use that neither GE Aviation nor either of the JV Partners makes as of the Effective Date in a particular Power Class, or (ii) procure a competing engine for the BHGE Field of Use or the Power Field of Use in a particular Power Class, whether independently or with or through a third party, then GE Aviation or ADGTJV (on behalf of such JV Partner), as applicable, shall first provide the APCC with notice of such intention for discussion in good faith to determine if ADGTJV, or either of the JV Partners, can reach agreement with GE Aviation in a reasonable timeframe on terms (including funding) on which they, jointly or collectively, would pursue such new engine opportunity as set forth in Section 5.03(b)(i) and Section 5.03(b)(ii) below.

(b) If GE Aviation and ADGTJV or a JV Partner do not reach agreement within six (6) months of such notice, then the Party seeking to pursue such new engine opportunity can pursue such new engine opportunity independently of the other Parties, if and only if:

(i) In the case where GE Aviation is the Party pursuing the new engine opportunity, (A) such new engine opportunity would require more than seventy-five million U.S. dollars (\$75,000,000) in total development and procurement costs, and (B) at least sixty percent (60%) of the total product cost (based on the estimated cost of the fiftieth (50th) production unit) of the new engine is attributable to engine parts not present in any LM Product Line as of the date of such notice. Under such circumstances, such new engine opportunity would thereafter be deemed outside the scope of this Agreement such that this Agreement would not apply to such new engine opportunity except for Intellectual Property addressed in a Technology Development Program Plan under ARTICLE 6.

(ii) In the case where ADGTJV or a JV Partner is the Party pursuing the new engine opportunity, such new engine opportunity would require more than fifty million U.S. dollars (\$50,000,000) in total development and procurement costs, or ADGTJV or the JV Partners procures a competing engine

for use in the JV Field of Use. Under such circumstances, any sales of such new engine would contribute to the denominator of the applicable Engine Unit Proportion for BHGE Field of Use or Engine Unit Proportion for Power Field of Use.

Section 5.04. Termination of ADGTJV Exclusive Purchasing Commitment. Without prejudice to any other rights or remedies to which ADGTJV may be entitled under this Agreement or applicable Law, including the right to seek damages, specific performance and injunctive relief in accordance with this Agreement, upon written notice to GE Aviation, ADGTJV shall no longer be bound by Section 5.01 for a particular Power Class (but not any other Power Class) if:

(a) GE Aviation materially and chronically defaults on delivery obligations for the Exclusive Products/Services in such Power Class and is not able within one hundred eighty (180) days to develop a plan to cure following written notice of default from ADGTJV; or

(b) GE Aviation materially breaches its supply commitment under Section 5.02.

Section 5.05. Termination of GE Aviation Exclusive Supply Commitment. Upon written notice to ADGTJV, GE Aviation shall no longer be bound by its exclusive supply obligations under Section 5.02 for the specific Power Class and relevant BHGE Field of Use or Power Field of Use if any one of the following occurs, as follows:

(a) As set forth in Section 5.05(a) of Schedule 15:

(b) As set forth in Section 5.05(b) of Schedule 15:

(c) As set forth in Section 5.05(c) of Schedule 15.

(d) For the JV Field of Use and all Power Classes, ADGTJV materially breaches its purchasing commitment under Section 5.01.

(e) As set forth in Section 5.05(e) of Schedule 15.

(f) As set forth in Section 5.05(f) of Schedule 15.

Section 5.06. Change of Control of ADGTJV.

(a) If one of the JV Partners acquires (directly or indirectly) any or all of ADGTJV's interests of the other JV Partner, (A) ADGTJV would retain exclusivity in the remaining JV Partner's Exclusive Field of Use, and (B) the exclusive supply obligations under Section 5.02 and exclusive licenses granted under ARTICLE 6 would become non-exclusive for sales into the selling JV Partner's Exclusive Field of Use (i.e., both Aviation and the remaining JV Partner could sell into the exiting JV Partner's Exclusive Field of Use).

(b) If a GEA Competitor acquires (whether directly from ADGTJV or from one or more of the JV Partners) more than twenty percent (20%) of ADGTJV, GE Aviation may terminate the exclusive supply obligations under Section 5.02 and exclusive licenses granted under ARTICLE 6 would become non-exclusive for all Exclusive Fields of Use (i.e., both Aviation and the remaining JV Partner would be entitled to sell into the exiting JV Partner's Exclusive Field of Use).

(c) Upon the occurrence of a Change in Control of one of the JV Partners, (A) ADGTJV would retain exclusivity in the Exclusive Field of Use of the unaffected JV Partner, and (B) GE Aviation may terminate the exclusive supply obligations under Section 5.02 and exclusive licenses granted under ARTICLE 6 would become non-exclusive in the Exclusive Field of Use of the JV Partner that has had such Change in Control (i.e., both Aviation and the remaining JV Partner would be entitled to sell into the exiting JV Partner's Exclusive Field of Use).

For the avoidance of doubt, a Change in Control shall not affect or otherwise terminate the exclusive purchase commitment of ADGTJV. Unless otherwise set forth in this Agreement, all other terms of this Agreement shall continue to apply.

ARTICLE 6

DEVELOPMENT PROGRAMS AND INTELLECTUAL PROPERTY

Section 6.01. Development Programs.

(a) **Legacy NPIs.** The Parties agree that Schedule 10 sets forth:

- (i) the Technology Development Program Plans for the Legacy NPIs and NTIs;
- (ii) the designation of ADGTJV Foreground IP, BHGE Foreground IP, GE Power Foreground IP, GE Aviation Foreground IP and Joint Foreground IP for Legacy NPIs and NTIs; and
- (iii) the Technology Deliverables for each such Legacy NPIs and NTIs.

(b) **Engineering Programs.** If at any time either of the Alliance Parties anticipate that the labor costs to ADGTJV of any Engineering Services project not already covered by a Technology Development Program Plan will exceed five million dollars (\$5,000,000), notice shall be provided to the other Alliance Party and the Alliance Parties shall execute a Technology Development Program Plan that addresses ownership and license rights of Foreground IP for that project, which may deviate from the allocation of rights pursuant to Section 6.03(a)(ii). If any Engineering Services have already commenced, such Engineering Services shall stop when such limit is reached unless and until such Technology Development Program Plan is executed, unless continuation of the work is otherwise authorized in writing by the Alliance Managers. GE Aviation will provide reasonable advance notice of anticipated work stoppage. GE Aviation shall not have any liability or obligations under this Agreement resulting from such a work stoppage, including in connection with the Supply Program relating to such Engineering Services (including pursuant to Section 7.02(b)), until such Technology Development Program is executed by the Alliance Parties. Either Alliance Party may also demand a Technology Development Program Plan to be executed for projects under five million dollars (\$5,000,000).

(c) **Records and Reports.** Each Party shall maintain records in sufficient detail to enable one skilled in the art to understand the nature of the work and properly reflect all work done and results achieved in the performance of a Development Program (including all data in the form usually maintained by such Party). Upon reasonable request of one Party and in compliance with this Agreement, the other Parties shall provide a copy of such records to the extent reasonably necessary to demonstrate its performance of its obligations under this Agreement; provided that each Party shall maintain Confidential Information of the other Party contained in such records in confidence in accordance with the protection of Confidential Information as set forth in Section 9.08 and shall not use such records or Confidential Information except to the extent permitted by this Agreement.

(d) In the event of a conflict between the rules for allocating ownership and/or licensing of Foreground IP, the following order of precedence shall prevail:

- (i) a Technology Development Program Plan; and
- (ii) the terms of this Agreement.

Section 6.02. Background IP.

(a) GE Aviation Background Intellectual Property.

- (i) *Ownership.* As between the Parties, GE Aviation shall own and control all GE Aviation Background IP.
- (ii) *License of GE Aviation Background IP to ADGTJV.*

(A) Subject to the terms and conditions of this Agreement and as part of the consideration of this Agreement (with no other payment due), GE Aviation hereby grants to ADGTJV and the JV Partners a perpetual, irrevocable, worldwide, sublicensable (solely in accordance with Section 6.02(a)(ii)(D)) right and license under the GE Aviation Background IP solely as necessary for ADGTJV and the JV Partners to (x) sell, package and maintain, and provide services (other than repair services) for, LM Products sold by GE Aviation to ADGTJV and the JV Partners, respectively, hereunder and using GE Aviation Background IP and (y) sell and perform repairs for such LM Products to the extent ADGTJV or such JV Partner is authorized to do the same in accordance with Section 7.09 and Section 7.10.

(B) Such license shall be effective as of December 1, 2018 and shall be exclusive in the JV Field of Use on and after such date for the duration and extent of ADGTJV's exclusivity under ARTICLE 5, except as follows:

(1) if ADGTJV's purchase commitment obligations pursuant to ARTICLE 5 expire with respect to a specific Power Class, then the license rights granted pursuant to this Section 6.02(a) shall thereafter become non-exclusive with respect to such Power Class; and

(2) where GE Aviation is permitted to pursue a new engine opportunity pursuant to Section 5.03(b)(i), then the license rights granted pursuant to this Section 6.02(a) that cover such new engine and associated components thereof shall thereafter become non-exclusive.

For the avoidance of doubt, from December 1, 2018 until the Effective Date, such license shall be solely in the BHGE Field of Use as to BHGE and solely in the Power Field of Use as to GE Power.

(C) Following expiration or termination of this entire Agreement, the license rights granted pursuant to this Section 6.02(a) shall survive as to products already sold during the Term, but shall otherwise cease such that GE Aviation will be free to exploit GE Aviation Background IP in any and all Power Classes and fields of use.

(D) ADGTJV and the JV Partners shall also have the right to sublicense the foregoing license rights to third party vendors, solely as strictly necessary to have-made packaging products and industrialized parts, and for installation, maintenance and repair services (in the case of industrialized parts and repair services, to the extent ADGTJV is permitted to use third party vendors for such parts and repairs under Section 7.09 or Section 7.10), and in each case solely in accordance with the scope of the license grant from GE Aviation pursuant to this Section 6.02(a), and subject to the purchase commitment obligations in ARTICLE 5; provided that, ADGTJV and each of the JV Partners shall remain liable (jointly and severally) to GE Aviation for any breach of the license conditions by such third party vendors. Notwithstanding the foregoing, if such liability is solely attributable to one of the JV Partners or its third party vendors, then such JV Partner shall be solely liable.

(E) Notwithstanding any of the foregoing license grants, GE Aviation shall retain the right to use GE Aviation Background IP to fulfill its existing obligations between GE Aviation (including its Affiliate, GE Avio S.r.l.) and ADGTJV or any JV Partner pursuant to any agreements existing as of the Signing Date.

(b) JV Partner Background IP.

(i) *Ownership.* As between the Parties, the applicable JV Partner shall own and control its JV Partner Background IP. “BHGE Background IP” and “GE Power Background IP” identified on Schedule 10 shall be deemed JV Partner Background IP of the respective JV Partner for the purposes of this Agreement.

(ii) *License of JV Partner Background IP to GE Aviation.*

(A) Subject to the terms and conditions of this Agreement, each of the JV Partners, on behalf of themselves and their Affiliates, hereby grants to GE Aviation and its Affiliates an irrevocable, worldwide, exclusive (in accordance with this Section) right and license under the JV Partner Background IP solely as necessary for GE Aviation and its Affiliates to:

(1) sell, package, maintain and provide services and repairs for products that use JV Partner Background IP in the Licensed Aviation Field of Use and

(2) sell, package, maintain and provide aero-derivative products and services that use both (a) hardware supplied by ADGTJV or

a JV Partner under a supply agreement and (b) JV Partner Background IP in the Marine Field of Use.

(B) Such licenses shall be exclusive in the Licensed Aviation Field of Use and Marine Field of Use, respectively, for the duration and extent of GE Aviation's supply commitment obligations under ARTICLE 5. If GE Aviation's supply commitment obligations pursuant to ARTICLE 5 terminates with respect to a specific Power Class, then the license rights granted pursuant to this Section 6.02(b) shall thereafter become non-exclusive as to that Power Class in the Licensed Aviation Field of Use and the Marine Field of Use. Following termination of this Agreement, the license rights granted pursuant to this Section 6.02(b) shall survive as to products already sold during the Term, but shall otherwise cease such that ADGTJV and the JV Partners shall be free to exploit JV Partner Background IP in any and all Power Classes and fields of use.

(C) GE Aviation shall have the right to sublicense the foregoing license rights under this Section 6.02(b) to third party vendors, solely as strictly necessary to have-made packaging products (but not parts) and installation and maintenance services, and solely in accordance with the scope of the license grant from ADGTJV pursuant to this Section 6.02(b) and subject to the supply commitment obligations in ARTICLE 5; provided that, GE and GE Aviation shall remain liable (jointly and severally) to the JV Partners for any breach of the license conditions by such third party vendors.

(c) Cooperation with respect to Designated Agreements. GE Aviation, BHGE and GE Power will work together in good faith to obtain amendments to the licenses set forth in the Designated Agreements as necessary to allow GE Aviation to fulfill its supply commitments and other obligations hereunder and so that the licenses granted under this Agreement, and the ability of ADGTJV to operate its business, are not limited by the scope of the licenses set forth in the Designated Agreements. In the event such amendments are not obtained and, as a result thereof, GE Aviation is not able to supply LM Products and Spare Parts hereunder, GE Aviation shall not incur any liquidated damages under Section 7.02(b). For avoidance of doubt, nothing herein shall be construed as an admission that any of the rights subject to the Designated Agreements are used in or necessary for any supply or licensing obligations under this Agreement.

Section 6.03. Foreground IP.

(a) Identification of Owners.

(i) With respect to the Legacy NPIs and NTIs, Foreground IP is assigned to the Parties as designated in Schedule 10. The Parties and the respective Affiliates of the foregoing hereby assign to one another any and all right, title and interest in and to such Foreground IP in accordance with such designation.

(ii) Subject to Section 6.01(b) and unless otherwise specified in a Technology Development Program Plan (including, for the avoidance of doubt, any Technology Development Program Plan set forth on Schedule 10), or as otherwise agreed in writing, Foreground IP shall be assigned as follows:

(A) all Foreground IP that incorporates GE Aviation Confidential Information, is a derivative work (it being understood under that such term as used hereunder has the meaning ascribed to it under U.S. copyright law) of GE Aviation Background IP that constitutes a work of authorship, or is a modification of, or improvement of any GE Aviation Background IP shall be owned by GE Aviation (“GE Aviation Foreground IP”);

(B) all Foreground IP that is the result of a joint collaboration between GE Aviation, on the one hand, and ADGTJV and/or a JV Partner, on the other hand, shall be jointly owned by the Alliance Parties (“Joint Foreground IP”); and

(C) all Foreground IP that is neither GE Aviation Foreground IP nor Joint Foreground IP shall be owned by ADGTJV (“ADGTJV Foreground IP”).

(b) GE Aviation Foreground IP.

(i) *Ownership.* As between the Parties, GE Aviation shall own and control all GE Aviation Foreground IP. ADGTJV, the JV Partners and the respective Affiliates of the foregoing hereby assign to GE Aviation any and all right, title and interest in and to the GE Aviation Foreground IP.

(ii) *License of GE Aviation Foreground IP to ADGTJV.* Subject to the terms and conditions of this Agreement, as part of the consideration of this Agreement (with no other payment due), GE Aviation hereby grants to ADGTJV and the JV Partners an irrevocable, worldwide, sublicensable (solely in accordance with Section 6.03(b)(iii) below) right and license under the GE Aviation Foreground IP solely as necessary to make, have made, use, sell, package, maintain and provide LM Products, services and repairs using GE Aviation Foreground IP, subject, in each case, to: (A) the license restrictions regarding GE Aviation Background IP (including the Technology transfer) set forth in Section 6.02 (to the extent any such GE Aviation Background IP is implicated in the use of such GE Aviation Foreground IP under this Section 6.03(b)(ii)), and (B) any purchase commitment obligations imposed on ADGTJV and/or the JV Partners pursuant to ARTICLE 5. Such license grant shall (x) be perpetual and exclusive as to ADGTJV and the JV Partners for the JV Field of Use, (y) be non-exclusive outside of the JV Field of Use, and (z) in all cases shall exclude the Marine Field of Use and the Licensed Aviation Field of Use.

(iii) *Sublicensing.* ADGTJV and the JV Partners shall also have the right to sublicense the foregoing license rights to third party vendors, solely as strictly necessary to have-made packaging products and industrialized parts, and for installation, maintenance and repair services (in the case of industrialized parts and repair services, to the extent ADGTJV is permitted to use third party vendors for such parts and repairs under Section 7.09 or Section 7.10), and in each case solely in accordance with the scope of the license grant from GE Aviation pursuant to this Section 6.03(b), and subject to the purchase commitment obligations in ARTICLE 5; provided that, ADGTJV and each of the JV Partners shall remain liable (jointly and severally) to GE Aviation for any breach of the license conditions by such third party vendors. Notwithstanding the foregoing, if such liability is solely attributable to one of the JV Partners or its third party vendors, then such JV Partner shall be solely liable.

(iv) *GE Aviation Not Restricted in Non-Exclusive Fields.* For the avoidance of doubt, GE Aviation shall be entitled to freely exploit the GE Aviation Foreground IP in all non-exclusive fields of use; provided, however, that GE Aviation shall ensure appropriate contractual limitations are in place with respect to any such license to ensure encroachment into the fields of use for which exclusivity has been granted under the GE Aviation Foreground IP would clearly be in violation of such license rights.

(c) ADGTJV Foreground IP.

(i) *Ownership.* As between the Parties, ADGTJV or a JV Partner shall own all ADGTJV Foreground IP, as agreed between the JV Partners. GE Aviation and its Affiliates hereby assign to ADGTJV and/or a JV Partner any and all right, title and interest in and to the ADGTJV Foreground IP.

(ii) *Exclusive License of ADGTJV Foreground IP to GE Aviation.*

(A) Subject to the terms and conditions of this Agreement and as part of the consideration of this Agreement (with no other payment due), ADGTJV and each of the JV Partners, as applicable, on behalf of themselves and their Affiliates, hereby grants to GE Aviation and its Affiliates an exclusive, worldwide right and license under the ADGTJV Foreground IP solely as necessary for GE Aviation and its Affiliates to (i) sell, package, maintain and provide services and repairs for products that use ADGTJV Foreground IP in the Licensed Aviation Field of Use and (ii) sell, package, maintain and provide aero-derivative products and services that use both (a) hardware supplied by ADGTJV or a JV Partner under a supply agreement and (b) ADGTJV Foreground IP in the Marine Field of Use. Such licenses shall be exclusive in the Licensed Aviation Field of Use and Marine Field of Use, respectively, for the duration and extent of GE Aviation's supply commitment obligations under ARTICLE 5. If GE Aviation's supply commitment obligations pursuant to ARTICLE 5 terminates with respect to a specific Power Class, then the license rights granted pursuant to this Section 6.03(c) shall thereafter become non-exclusive with respect to such Power Class. Following termination of this Agreement, the license rights granted pursuant to this Section 6.03(c) shall survive as to services, repairs, products or other LM Products and Spare Parts already sold during the Term, but shall otherwise cease such that ADGTJV and the JV Partners shall be free to exploit ADGTJV Foreground IP in any and all Power Classes or the Licensed Aviation Field of Use or the Marine Field of Use.

(B) GE Aviation shall have the right to sublicense the foregoing license rights under this [Section 6.03\(c\)](#) to third party vendors, solely as strictly necessary to have-made packaging products (but not parts) and installation and maintenance services, and solely in accordance with the scope of the license grant from ADGTJV pursuant to this [Section 6.03\(c\)](#) and subject to the supply commitment obligations in [ARTICLE 5](#); provided that, GE and GE Aviation shall remain liable (jointly and severally) to ADGTJV for any breach of the license conditions by such third party vendors.

(d) Joint Foreground IP.

(i) *Ownership.* The Alliance Parties shall jointly own an equal and undivided interest in all Joint Foreground IP. Any obligations of an Alliance Party to provide access to any Technology or Technology transfer to another Alliance Party shall be set forth in an applicable Technology Development Program Plan. Each Party that is a party to a Technology Development Program Plan hereby assigns to the applicable Alliance Parties a joint, equal and undivided interest in all right, title and interest in and to the Joint Foreground IP, subject to the licenses granted in this [Section 6.03\(d\)](#).

(ii) *Exclusive License to ADGTJV.* Subject to the terms and conditions of this Agreement, GE Aviation hereby grants ADGTJV and the JV Partners a perpetual, worldwide, exclusive, sublicensable right and license to use, practice, improve, modify and make derivative works of the Joint Foreground IP in the JV Field of Use. For the avoidance of doubt, the Parties agree that the foregoing license does not convey any rights to the GE Aviation Background IP or GE Aviation Foreground IP.

(iii) *Exclusive License to GE Aviation.* Subject to the terms and conditions of this Agreement, ADGTJV and the JV Partners hereby grant to GE Aviation and its Affiliates a perpetual, worldwide, exclusive, sublicensable right and license to use, practice, improve, modify and make derivative works of the Joint Foreground IP in the Licensed Aviation Field of Use and the Marine Field of Use. For the avoidance of doubt, the Parties agree that the foregoing license does not convey any rights to the JV Partner Background IP, JV Partner Foreground IP, or ADGTJV Foreground IP.

(iv) *Acknowledgment of Rights of Other Alliance Party to Joint Foreground IP.* Subject to the exclusive licenses granted under [Section 6.03\(d\)](#), each of the Alliance Parties acknowledges and agrees that the other Alliance Party will be free to fully use, practice, improve, modify and make derivative works of the Joint Foreground IP to the same extent as the other Alliance Party, without requiring any approval of (including any approval to license), or any notification, reporting, accounting or payment to, such Alliance Party; so long as such Alliance Party does not inhibit, conflict or interfere, in any way, with the other Alliance Party's right to freely use and exploit such Joint Foreground IP as joint owner. Each of the Alliance Parties acknowledges and agrees that the Joint Foreground IP (other than any patents or published patent applications) shall be deemed to be Confidential Information of both Alliance Parties, which shall be treated in accordance with [Section 9.08](#) and subject to the same exceptions in [Section 9.08](#).

(v) *Prosecution and Maintenance of Patents Included in Joint Foreground IP.* The cost of obtaining and maintaining any patents or patent applications included in the Joint Foreground IP shall be shared equally by the Parties. The Parties shall make the initial decision on whether to seek patent protection on Joint Foreground IP. Either Party, at any time, shall have the right to decline to participate in the cost of obtaining or maintaining any patent on Joint Foreground IP, and in such event, the nonpaying Party shall assign, subject to the licenses and rights granted in this Agreement, its ownership interest in such patent to the Party paying the cost of obtaining or maintaining such patent; provided, however, the non-paying Party shall have a license to practice the inventions under any such patent to use and practice such patent (a) in the case of ADGTJV as the non-paying Party, the JV Field of Use and (b) in the case of GE Aviation as the non-paying Party, the Licensed Aviation Field of Use and Marine Field of Use.

(e) JV Partner Foreground IP.

(i) *Ownership.* As between the Parties, the applicable JV Partner shall own and control its JV Partner Foreground IP.

(ii) *Exclusive License of JV Partner Foreground IP to GE Aviation.*

(A) Subject to the terms and conditions of this Agreement and as part of the consideration of this Agreement (with no other payment due), each JV Partner, on behalf of itself and its Affiliates, hereby grants to GE Aviation and its Affiliates an exclusive, worldwide right and license under its applicable JV Partner Foreground IP solely as necessary for GE Aviation and its Affiliates to (i) sell, package, maintain and provide services and repairs for products that use such JV Partner Foreground IP in the Licensed Aviation Field of Use and (ii) sell, package, maintain and provide aero-derivative products and services that use both (a) hardware supplied by ADGTJV or such JV Partner under a supply agreement and (b) such JV Partner Foreground IP in the Marine Field of Use. Such licenses shall be exclusive in the Licensed Aviation Field of Use and Marine Field of Use, respectively, for the duration and extent of GE Aviation's supply commitment obligations under ARTICLE 5. If GE Aviation's supply commitment obligations pursuant to ARTICLE 5 terminates with respect to a specific Power Class, then the license rights granted pursuant to this Section 6.03(e) (ii) shall thereafter become non-exclusive with respect to such Power Class. Following termination of this Agreement, the license rights granted pursuant to this Section 6.03(e) (ii) shall survive as to services, repairs, products or other LM Products and Spare Parts already sold during the Term, but shall otherwise cease such that ADGTJV and the JV Partners, as applicable, shall be free to exploit such JV Partner Foreground IP in any and all Power Classes or the Licensed Aviation Field of Use or the Marine Field of Use.

(iii) GE Aviation shall have the right to sublicense the foregoing license rights under this Section 6.03(e) (ii) to third party vendors, solely as strictly necessary to have-made packaging products (but not parts) and installation and maintenance services, and solely in accordance with the scope of the license grant from the applicable JV Partner pursuant to this Section 6.03(e) (ii) and subject to the supply commitment obligations in ARTICLE 5; provided that, GE and GE Aviation shall remain liable (jointly and severally) to the applicable JV Partner for any breach of the license conditions by such third party vendors.

(f) Enforcement of Foreground IP. With respect to the exclusive license rights granted pursuant to this ARTICLE 6 above to Foreground IP, the applicable exclusive licensee thereunder shall have the full right (but not the obligation) to enforce the applicable Foreground IP in their respective exclusive field of use, for the periods in which such licenses are exclusive. The other applicable Parties shall reasonably cooperate in such enforcement, including by being a party to any such enforcement action if required to fully enforce any rights in such Foreground IP. The enforcing parties shall mutually agree on the division of any applicable fees and costs associated with any such enforcement, as well as any settlement proceeds or judicial awards arising from any such enforcement.

Section 6.04. Technology Deliverables.

(a) For each of the LM Product Lines, GE Aviation shall provide the Technology Deliverables set forth in Schedule 13 to ADGTJV.

(b) Except as set forth on Schedule 13 or as otherwise expressly agreed by the Parties in writing and subject to Section 6.04(a), GE Aviation shall not be obligated to provide the following:

(i) drawings, material specifications, and manufacturing specifications relating to GE Aviation Background IP or GE Aviation Foreground IP;

(ii) drawings of parts common to GE Aviation flight engines and Legacy LM Product Lines (excluding new product introductions), which is GE Aviation Background IP;

(iii) material curves, Design Practices, Design Record Books, mathematical/software models; or

(iv) any other GE Aviation Background IP (or Technology transfer in connection therewith) unless strictly necessary to employees of ADGTJV or the JV Partners on a need-to-know basis for (a) use and integration of hardware supplied by GE Aviation with hardware or packaging of ADGTJV or the JV Partners, unless separately licensed on a case-by-case or LM Product Line-specific basis, or (b) use by RSP personnel (e.g., as needed for the LM9000).

(c) All Technology Deliverables set forth on Schedule 13 shall be considered Confidential Information of GE Aviation, subject to Section 9.08, and GE Aviation Background IP.

(d) To the extent required in light of Section 3.03(c)(iv) of Schedule 15 and GE Aviation's responsibilities thereunder, ADGTJV will continue to maintain all GE Aviation content provided under Schedule 13 ("GE Aviation Supplied Content") for the ICD, cycle decks, IDM, IRM, IRD, RD, Departure Records, Service Bulletins, Operation Manuals, IPB, drawings, bill of materials, CID, RSS SPM, ESM and other documents provided thereunder ("ADGTJV Technical Documents"), as ADGTJV does as of the Effective Date. ADGTJV will provide GE Aviation with all ADGTJV Technical Documents. Other than GE Aviation Supplied Content and GE Aviation Background IP, ADGTJV Technical Documents shall be considered ADGTJV Confidential and JV Partner Background IP. ADGTJV Technical Documents shall be considered Confidential Information of ADGTJV, subject to Section 9.08, and licensed to GE Aviation and its Affiliates in the Licensed Aviation Field of Use and Marine Field of Use.

(e) In the event that GE Aviation agrees to provide any employees of ADGTJV or JV Partner's access to GE Aviation drawings, specifications (as called out on the drawing), and CIDs, on a need-to-know, case-by-case basis, in a manner approved by GE Aviation, such as using GE Aviation computers, ADGTJV shall cause all users of the foregoing to execute an acknowledgement letter substantially similar to Schedule 4 (the "End User Confidentiality Acknowledgement"). Notwithstanding the foregoing, the Parties acknowledge and agree that (i) the End User Confidentiality Acknowledgment is between (A) the employee of ADGTJV or the applicable JV Partner on the one hand and (B) GE Aviation on the other hand and (ii) nothing in the End User Confidentiality Acknowledgment is intended to expand or diminish any obligation or liability of ADGTJV or the JV Partners under this Agreement.

(f) Each Party's Confidential Information contained in Technology Deliverables shall remain the property and Confidential Information of such Party, used solely to further the purposes and rights of this Agreement, and treated according to the Confidentiality provisions of Section 9.08 provided that, ADGTJV may use or furnish to the JV Partners and the JV Partners may furnish to their customers, packagers, and suppliers such Technology Deliverables set forth under Section 6.04(a) only as set forth on Schedule 13 and necessary to

effect any contract (including purchase orders) under which there is to be performed by ADGTJV or the JV Partners, or by others, routine installation, operation, or maintenance of LM Products supplied to ADGTJV under this Agreement and GE Aviation is granted third party beneficiary rights under such contract to enforce such limitations.

Section 6.05. Access to Engineering Tools.

(a) Software as a Service Deployment of Engineering Licensed Tools to ADGTJV. Subject to the terms and conditions of this Agreement, the Engineering Licensed Tools shall be made available for a term beginning on the Signing Date and ending ten (10) years thereafter to ADGTJV and the JV Partners in a “Software as a Service” model, by means at GE Aviation’s sole discretion. For example, GE Aviation may grant ADGTJV personnel limited access through a virtual desktop infrastructure (“VDI”) environment to the Engineering Licensed Tools.

(b) Use License. Subject to the terms and conditions of this Agreement, GE Aviation (with respect to the Engineering Tools listed as “GE Aviation Engineering Tools” on Schedule 11) and GE Power (with respect to the Engineering Tools listed as “GE Power Engineering Tools” on Schedule 11) hereby grant to ADGTJV and the JV Partners for a term beginning on the Signing Date and ending ten (10) years thereafter (the “Tools Term”) a worldwide, non-transferable, non-sublicensable right and license, solely for the Engineering Tools Purpose and as necessary for ADGTJV and the JV Partners to both (i) use the Engineering Tools Services and (ii) use the Licensed Materials in connection with the Engineering Licensed Tools. Only those Engineering Licensed Tools as specifically identified in Schedule 11, including any Natural Extensions, shall be included in such license, except as specifically provided otherwise in this Section 6.05. At all times during the Tools Term, ADGTJV and the JV Partners shall be provided access to the Engineering Licensed Tools in accordance with Schedule 11 (it being understood that ADGTJV and the JV Partners shall be provided with (A) no less than the levels of content specified by Schedule 11 as it existed as of the Signing Date, (B) no less than the functionality as it existed as of the Signing Date, and (C) quality of access (e.g., up time, permissions, similar document format) which quality of access shall in no event be lesser in quality than enjoyed by either JV Partner as of the Signing Date). For the avoidance of doubt, ADGTJV and the JV Partners shall not be provided access to (x) any items expressly excluded on Schedule 11 and Schedule 13 (although to the extent there is any conflict between, on the one hand, any of the terms of Schedule 10, Part A of Schedule 11 and/or Schedule 13, and, on the other hand, Part B of Schedule 11, the applicable terms of Schedule 10, Part A of Schedule 11 and/or Schedule 13 shall prevail) and (y) any other engineering design tools or engineering process tool’s data and datasets that are not set forth on Schedule 10, Schedule 11 and/or Schedule 13.

(c) Engineering Tools Services and License Limitations.

(i) The licenses granted are solely for ADGTJV’s and the JV Partner’s use as provided under this Agreement. ADGTJV and the JV Partners shall comply with the standards, protocols and policies for cybersecurity, data protection, and data security implemented by GE Aviation for its own business that have been provided prior to the Signing Date to ADGTJV or both of the JV

Partners (the “Existing Policies”) and any modifications thereto or any additional standards, protocols and policies for cybersecurity, data protection, and data security, in each case implemented by GE Aviation for its own business that have been or are provided to ADGTJV or both of the JV Partners from time to time with notice in accordance with Section 9.02 (the “Modifications”) and collectively with the Existing Policies, the “Policies”). ADGTJV and the JV Partners shall use reasonable efforts to implement the Policies as soon as practicable, and within a reasonable period of time (of not more than ninety (90) days following the Signing Date with respect to the Existing Policies, and sixty (60) days following delivery of any Modifications to ADGTJV or both JV Partners with respect to such Modifications). All such use by ADGTJV and the JV Partners shall be in strict accordance with the Policies and solely in connection with the design, development, manufacture, use, sale, packaging, maintenance, servicing and repair of ADGTJV’s own products and services, and each JV Partner’s own products and services, for application other than in the Licensed Aviation Field of Use or Marine Field of Use (the “Engineering Tools Purpose”). For the avoidance of doubt, such license grants specifically exclude providing access to such Engineering Licensed Tools by unauthorized third parties via commercial time-sharing, renting, and service bureau services.

(ii) The Parties agree to the rights and obligations set forth in Section 6.05(c)(ii) of Schedule 15.

(iii) ADGTJV shall not attempt to derive, decrypt, extract, or otherwise reverse engineer the Source Data for any Engineering Licensed Tools.

(d) Excluded Materials. All source code and source materials are excluded from the Engineering Tools Services. Unless expressly set forth in Schedule 11 or specifically provided in this Section 6.05, all other Engineering Tools Content is excluded from the Engineering Tools Services.

(e) Responsibilities of ADGTJV.

(i) To ensure proper functioning and access to the Engineering Tools Services, ADGTJV shall be responsible for maintaining a compatible connection to the GE Aviation VDI environment.

(ii) ADGTJV shall secure necessary third party licenses and compatible hardware (“Third Party Materials”) as recommended by GE Aviation to run the Engineering Licensed Tools. The cost of such Third Party Materials shall be borne exclusively by ADGTJV.

(f) Tools Maintenance. GE Aviation reserves the right to modify, temporarily or permanently, the Engineering Tools Services (or parts thereof) provided such modification does not materially diminish the functionality of the Engineering Tools Services as of the Signing Date.

(i) *Help Desk Support.* GE Aviation shall provide help-desk support at levels consistent with the levels of service GE Aviation provides to ADGTJV immediately prior to the Signing Date. Such support shall be limited to “break-fix” and are generally limited to working hours (8-5, EST) consistent with support provided to GE Aviation’s internal customers.

(ii) *Tools Sustainment and Natural Extensions.*

(A) GE Aviation shall continue to develop and augment the Engineering Licensed Tools consistent with GE Aviation’s own internal needs and functionality and in line with current anticipated usage. As used herein, “Natural Extensions” shall refer to such developments and augmentations but shall not include substantial improvements to any Engineering Licensed Tool that materially change the functionality thereof or require substantial changes in the compatibility thereof.

(B) GE Aviation reserves the right to discontinue, or “sunset” the support of certain Engineering Licensed Tools. In the event of the sunset of a specific Engineering Licensed Tool utilized by ADGTJV under this Section 6.05, GE Aviation reserves the right at GE Aviation’s reasonable discretion, to do the following: (a) whenever possible, offer a replacement tool with substantially the same or similar functionality as the sunset Engineering Licensed Tool, or (b) if option (a) is not applicable, offer a licensed copy of the sunset Engineering Licensed Tool, including Source Data, along with reasonable training on how to support the Engineering Licensed Tool moving forward, or (c) with ADGTJV’s agreement, remove the tool from the Engineering Licensed Tools. GE Aviation shall provide timely information to ADGTJV with as much prior notice as possible, when it decides to sunset an Engineering Licensed Tool.

(g) Licensed Materials. GE Aviation shall provide reasonable advance notice to ADGTJV of any material changes to the content of any of the Licensed Materials. If ADGTJV identifies any material information that is no longer available in any changed Licensed Materials that it desires to access within a reasonable period of within the applicable change is made, ADGTJV may reasonably request such content from GE Aviation, and GE Aviation shall provide ADGTJV, with such content.

(h) No Additional Fees and Term. GE Aviation shall provide the Engineering Tools Services to ADGTJV for a term beginning on the Effective Date and ending ten (10) years from the Effective Date for no additional fees in consideration for the rights granted to GE Aviation pursuant to this Agreement. The Parties acknowledge and agree that GE Aviation shall incur substantial costs (which are estimated in Schedule 12) as well as requiring the dedication of resources and Intellectual Property to ADGTJV. Such costs incurred form “goodwill” and value as part of this Agreement.

(i) Warranties and Indemnities.

(i) Except for the Engineering Licensed Tools maintenance offered in Section 6.05(f), GE Aviation disclaims any warranties or guarantees related to the Engineering Tools Services.

(ii) Without limiting any of GE Aviation's indemnity obligations under this Agreement, GE Aviation shall not be responsible for the use of any Engineering Tools Services as it relates to ADGTJV's products, designs, quality, reliability, fitness for use, or product development.

(iii) Except to the extent GE Aviation is obligated under Section 6.05(j), Section 6.05(m), or Section 6.18 to indemnify, defend or hold harmless ADGTJV or BHGE (or would have had such obligation under Section 6.05(m) for a third party claim alleging that the Engineering Licensed Tools or Engineering Tools Services infringed any third party Intellectual Property if Section 6.05(m) applied to infringement of Intellectual Property other than patents), each of ADGTJV and BHGE shall fully but severally (and not jointly and severally) indemnify and hold harmless GE Aviation and its Affiliates and their respective directors, officers, and employees (collectively, the "GEA Indemnitees") from and against any and all losses, damages, liabilities, costs and expenses (collectively, "Liabilities") arising out of any third party claim based on ADGTJV's or BHGE's, or their directors', officers', and employees' ("Tools Users"), respectively, own use of the Engineering Tools Services in connection with its products or as licensed under this Section 6.05; provided that, ADGTJV's or BHGE's indemnification obligations in accordance with the foregoing as to the Engineering Tools Services, as applicable, shall apply only to the extent that the GEA Indemnitees have not caused such Liabilities either as a result of any GEA Indemnitee's (x) breach of this Agreement or (y) gross negligence or willful misconduct (it being understood that, in such circumstances where the GEA Indemnitees, on the one hand, and Tools Users, as applicable, on the other hand, have contributed to causing such Liabilities, responsibility for such Liabilities shall be apportioned between GE Aviation and ADGTJV or BHGE, as applicable, based on their relative contribution to causing such Liabilities).

(iv) ADGTJV and each of the JV Partners warrant and agree that they shall comply with the Policies.

(j) Security and Audit Rights.

(i) GE Aviation reserves the right to implement security and access management controls on the Engineering Tools Services implemented by GE Aviation for its own business, including on the VDI environment, such as data loss prevention tools and monitoring. ADGTJV and the JV Partners acknowledge and agree that they shall comply with all such security controls placed on the Engineering Tools Services, even if such security controls limit or restrict the usability or responsiveness of the Engineering Tools Services.

(ii) Notwithstanding the audit process set forth in Section 7.07(d)(ii), GE Aviation shall have the right to monitor and audit, as necessary, ADGTJV's and each JV Partner's compliance with the terms of this Section 6.05(j), either by itself or by a designated third party auditor in compliance with applicable laws, and cause ADGTJV and the JV Partners to correct any non-compliance. ADGTJV and the JV Partners shall secure GE Aviation the right, subject to local law, to transfer any personal data related to their use of the Engineering Tools Services to the United States and guarantees GE Aviation's continued access to personal information of their employees to the extent strictly necessary to monitor and audit their compliance. GE Aviation shall fully indemnify and hold harmless ADGTJV and BHGE and their respective directors, officer, employees and agents (collectively, the "ADGTJV Indemnitees") from and against any and all Liabilities arising out of GE Aviation's violation of applicable privacy laws in the performance of the monitoring and audit activities set forth herein.

(k) Termination of the Engineering Tools License for Breach. Any use of the Engineering Tools Services materially beyond the licensed scope set forth in this Section 6.05, materially exceeding the number of Authorized Users, or any attempts to improperly extract the Source Data from any of the Engineering Licensed Tools shall constitute a breach of this Section 6.05. If such breach is not cured within thirty (30) days thereafter, GE Aviation may terminate the license and rights granted in this Section 6.05. In the event of (i) any third party attack or intrusion of GE Aviation's or GE Power's computer systems or any VDI made available hereunder, or (ii) any provision by or on behalf of ADGTJV or any JV Partner (including any Tools User) of the Engineering Licensed Tools or the Engineering Licensed Services to or for the benefit of a third party in violation of this Agreement, that, in each case, would likely result in irreparable harm to GE Aviation (each of (i) and (ii), a "Security Incident"), then GE Aviation may suspend access to the Engineering Licensed Tools and Engineering Licensed Services as reasonably necessary to protect GE Aviation in the same manner that GE Aviation would suspend such access for its own business. Once the Security Incident has been resolved, GE Aviation, ADGTJV, and the JV Partners shall restore such access as promptly as practicable. For the avoidance of doubt, GE Aviation, ADGTJV and the JV Partners will work together to mitigate the effects of the Security Incident and resulting suspension on all such parties, including by escalation to the appropriate individuals at each such Party.

(l) Termination for Change in Control. If there is (x) a License JV Partner Change in Control or (y) License ADGTJV Change in Control, then GE Aviation shall have the option to (1) terminate this Section 6.05 as to the JV Partners or ADGTJV, as the case may be, promptly upon becoming aware of such applicable License JV Partner Change in Control or License ADGTJV Change in Control; provided that, in the event GE Aviation elects to terminate the license to the Engineering Licensed Tools under this Section 6.05(l), GE Aviation shall offer in its discretion the applicable successor to the terminated Party either (A) a license to the Engineering Licensed Tools on terms at least as restrictive as those set forth in this Section 6.05 at an annual cost of eighteen million U.S. dollars (\$18,000,000), or (B) Engineering Services at GE Aviation's standard rates in connection with the completion of work under any then-existing Technology Development Program Plans plus nine million U.S. dollars (\$9,000,000) per year which services shall continue until the end of the original ten (10) year term.

(m) Patent Indemnification Obligation. GE Aviation shall indemnify, defend and hold harmless the ADGTJV Indemnitees from and against any and all Liabilities incurred by the ADGTJV Indemnitees arising from a third party claim alleging that the Engineering Licensed Tools or Engineering Tools Services infringe any third party patent. ADGTJV will promptly notify GE Aviation in writing of such claims and give GE Aviation full authority, information and assistance for the defense and resolution of such claims. Without limiting GE Aviation's obligations under Section 6.18, the obligations recited in this Section 6.05(m) constitute the sole and exclusive liability of GE Aviation for actual or alleged Intellectual Property infringement with respect to the Engineering Licensed Tools or Engineering Tools Services.

(n) Residual Uses.

(i) Notwithstanding anything in this Agreement to the contrary, except as expressly set forth in Section 6.05(n)(ii), but without limiting Section 5.01, the following limited rights in relation to the Engineering Tools shall survive, in perpetuity, any expiration or earlier termination of the license set forth in Section 6.05(b) or this Agreement (it being understood that, subject to Section 6.05(m), such rights are provided "as is" without any warranty or indemnity from GE Aviation):

(A) ADGTJV and BHGE, respectively, shall be free in perpetuity to use for any purpose that would have been permitted under Section 6.05(b) through Section 6.05(e) or Section 6.05(j), as applicable, during the Tools Term: (A) any and all output (including products, repairs, parts, designs, drawings, specifications, schematics and other documentation) created by or on behalf of ADGTJV or BHGE, respectively, during the Tools Term using the Engineering Tools as permitted under such Sections (each, an "Output"), and (B) Residuals resulting from access to or work with the Engineering Tools as permitted under such Sections during the Tools Term; provided that, except as expressly set forth in Section 6.05(n)(ii), this Section 6.05(n) does not convey any patent rights (it being understood that, notwithstanding anything herein to the contrary, nothing in this Section 6.05 limits or otherwise diminishes any license rights granted under Section 6.02 or Section 6.03 to ADGTJV or BHGE or under the A&R Cross License Agreement, subject to the Umbrella Agreement). The term "Residuals" means information in an intangible form, such as general knowledge, ideas, concepts, know-how, professional skills, work experience or techniques (but not specific implementations) that is retained in the unaided memories of persons who have had authorized access to the Engineering Tools pursuant to the terms of this Agreement. A person's memory is unaided if the person has not knowingly memorized the information or reduced it to a tangible form for the purpose of retaining and subsequently using or disclosing the information. For clarity, neither ADGTJV nor BHGE will be obligated to limit or restrict the assignment of such persons or pay royalties for any work resulting from the use of Residuals in accordance with the foregoing (on account of such use).

(B) To the extent that any information or materials accessible through the Engineering Tools Services during the Tools Term (e.g., a library of GE Aviation-created drawings and schematics) are reasonably necessary for the continued maintenance, repair or servicing of applicable products by or on behalf of ADGTJV or BHGE after the Tools Term at the same level of quality as during the Tools Term, the parties shall work together in good faith to find a mutually acceptable means for ADGTJV and BHGE to continue having access to such information and materials.

(ii) Notwithstanding anything herein to the contrary, if an Authorized User creates any Output for ADGTJV's or BHGE's (or its Affiliates') components, products or services ("Covered Items"), GE Aviation hereby agrees not to directly or indirectly commence any proceeding or assert any claim of patent infringement against ADGTJV and/or BHGE (or any of its Affiliates), or any of their respective customers, suppliers, vendors or other contractors, based on the design, development, manufacture, use, sale, offer for sale, import, export, packaging, maintenance, servicing or repair, in each case solely with respect to such Covered Items to the extent that the use of the Engineering Tools induces or is the proximate cause of such infringement and is outside of the Licensed Aviation Field of Use and the Marine Field of Use. If GE Aviation transfers any patent rights subject to the foregoing to any third party, such patents rights shall subject to the foregoing, and any transfer of such patent rights in violation of the foregoing shall be null and void *ab initio*.

(iii) If BHGE determines in good faith that it desires a non-exclusive, royalty-bearing license to any patent right relating to a BHGE product and during the Term sends GE Aviation written notice of such request providing a brief description of the basis on which such party reasonably believes such patent right would be used by BHGE, GE Aviation shall consider such request and meet and confer with BHGE in good faith.

Section 6.06. Third Party Licenses. To the extent that any Intellectual Property licensed under this ARTICLE 6 is owned by a third party, the license of such Intellectual Property under this Agreement shall be subject to all of the terms and conditions of the relevant agreement with such third party pursuant to which such Intellectual Property has been licensed to GE Aviation or ADGTJV, as applicable. The licenses granted in this ARTICLE 6 are subject to, and limited by, any and all licenses, rights, limitations and restrictions with respect thereto granted to or otherwise obtained by any third party that are in effect as of the Signing Date.

Section 6.07. Section 365(n) of the Bankruptcy Code. All rights and licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. The Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code.

Section 6.08. Customers. Each Party agrees that it shall use reasonable efforts to not knowingly bring any legal action or proceeding against, or otherwise communicate with, any customer of any other Party with respect to any alleged infringement, misappropriation or violation of any Intellectual Property of such Party to the extent licensed by such Party hereunder based on such customer's use of any other Party's products or services without first providing such other Party written notice of such alleged infringement, misappropriation or violation.

Section 6.09. Reservation of Rights. All rights not expressly granted by a Party hereunder are reserved by such Party. Without limiting the generality of the foregoing, the Parties expressly acknowledge that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses expressly set forth in this ARTICLE 6 or, unless expressly agreed in a writing executed by the Parties or GE specifically referencing this Agreement.

Section 6.10. Further Assurances. The Parties shall, and shall cause their respective Affiliates to, execute and deliver such instruments, documents, and agreements and take such other actions as are necessary to memorialize or perfect the assignments of Intellectual Property provided for in this Section and to file registrations of, maintenance, enforce or defend such assigned Intellectual Property.

Section 6.11. Access. For the avoidance of doubt, except as expressly set forth in this ARTICLE 6, Schedule 10, a PO or Technology Development Program Plan, nothing in this Agreement shall be interpreted as requiring any Party (i) to transfer to any other Party or (ii) to grant to any other Party access to, in each case of (i) and (ii), technological embodiments (including software) of, or know-how or Confidential Information related to Intellectual Property, as the case may be.

Section 6.12. Further Assistance. Each Party hereby covenants and agrees that it shall, at the request and expense of another Party, use commercially reasonable efforts to assist such other Party in its efforts to obtain any third-party consent, approval or waiver necessary to enable such other Party to obtain a license to any Intellectual Property that, as of the date of this Agreement and but for the requirements set forth in Section 6.12, would be the subject of a license granted pursuant to ARTICLE 6 hereunder, including by using all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Laws and execute and deliver such documents and other papers, including powers of attorney, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement; provided, however, that such Party shall not be required to seek broader rights or more favorable terms for such other Party than those applicable to such Party prior to the date hereof or as may be applicable to such Party from time to time thereafter. The Parties acknowledge and agree that there can be no assurance that any Party's efforts will be successful or that another Party will be able to obtain such licenses or rights on acceptable terms or at all.

Section 6.13. Prosecution and Maintenance. Other than with respect to Joint Foreground IP, each Party retains the sole right to protect the Intellectual Property solely owned by such Party at such Party's sole discretion, including deciding whether and how to file and prosecute applications to register software, patents, copyrights (including in software) and mask work rights included in such Intellectual Property, whether to abandon prosecution of such applications and whether to discontinue payment of any maintenance or renewal fees with

respect to any patents. With respect to Joint Foreground IP, the applicable Parties and/or JV Partners shall retain such rights jointly and make all such decisions jointly; provided that, they may designate one such Party or JV Partner to lead such decisions. All costs and expenses shall be shared equally by the applicable Parties and/or JV Partners sharing an interest in any Joint Foreground IP.

Section 6.14. Third Party Infringements, Misappropriations and Violations. Each Party shall promptly notify the other Parties in writing of any actual or possible material infringement, misappropriation or other violation by a third party of any Intellectual Property of any other Party being licensed hereunder that comes to such first Party's attention. Such first Party shall also promptly notify the other Parties of the identity of such third party and any evidence of such infringement, misappropriation or other violation within such first Party's custody or control that such first Party is reasonably able to provide. The Party having exclusive rights in a field during any period ("First Party") shall have the sole right to determine whether any action shall be taken in response to such infringements, misappropriations or other violations at such First Party's sole discretion in such field during such period. The other Parties shall reasonably cooperate in such enforcement, including joining as required as a necessary party to any such action. The First Party (and any other Party if such other Party joins such action) shall agree on the division of all recoveries and costs associated with any such enforcement as well as any settlement proceeds or judicial awards arising from such enforcement.

Section 6.15. Abandonment of Foreground IP.

(a) GE Aviation shall provide reasonable notice to ADGTJV at least thirty (30) days prior to any intentional abandonment by GE Aviation of any patent owned by GE Aviation or one of its Affiliates and included in the GE Aviation Foreground IP (the "GE Aviation Option Patents"), provided that, in no event shall any sale, conveyance, assignment, lease, license or other transfer of any GE Aviation Option Patent be construed as an abandonment of such GE Aviation Option Patent under this Section 6.15, and (2) the opportunity for ADGTJV, by providing GE Aviation with written notice within seven (7) days of receiving such notice from GE Aviation, to obtain ownership of any such GE Aviation Option Patent for no additional cost or expense but subject to ADGTJV's obligation to bear all costs and expenses of prosecution, maintenance, and enforcement or otherwise in connection with such GE Aviation Option Patent thereafter. In the event that ADGTJV timely elects to obtain such ownership with respect to any such GE Aviation Option Patents, then (a) GE Aviation and/or its Affiliates, as applicable, shall execute all documents reasonably requested and necessary to transfer all of GE Aviation's right, title and interest in such GE Aviation Option Patents to ADGTJV and/or one of its Affiliates, as applicable, and all out-of-pocket costs associated with recordations of such assignments shall be at ADGTJV's sole expense, and (b) upon assignment of such GE Aviation Option Patents, such GE Aviation Option Patents shall be deemed to be licensed to GE Aviation under this Agreement as ADGTJV Foreground IP. If ADGTJV does not exercise the option to obtain such ownership within the foregoing seven (7) day period, GE Aviation and its Affiliates may abandon the GE Aviation Option Patents.

(b) ADGTJV shall provide reasonable notice to GE Aviation at least thirty (30) days prior to any intentional abandonment by ADGTJV of any patent owned by ADGTJV or a JV Partner included in the ADGTJV Foreground IP (the "ADGTJV Option Patents"),

provided that, in no event shall any sale, conveyance, assignment, lease, license or other transfer of any ADGTJV Option Patent be construed as an abandonment of such ADGTJV Option Patent under this Section 6.15, and (2) the opportunity for GE Aviation, by providing ADGTJV with written notice within seven (7) days of receiving such notice from ADGTJV, to obtain ownership of any such ADGTJV Option Patent for no additional cost or expense but subject to GE Aviation's obligation to bear all costs and expenses of prosecution, maintenance, and enforcement or otherwise in connection with such ADGTJV Option Patent thereafter. In the event that GE Aviation timely elects to obtain such ownership with respect to any such ADGTJV Option Patents, then (a) ADGTJV and/or its Affiliates, as applicable, shall execute all documents reasonably requested and necessary to transfer all of ADGTJV's right, title and interest in such ADGTJV Option Patents to GE Aviation and/or one of its Affiliates, as applicable, and all out-of-pocket costs associated with recordings of such assignments shall be at GE Aviation's sole expense, and (b) upon assignment, such ADGTJV Option Patents shall be deemed to be licensed to ADGTJV under this Agreement as GE Aviation Foreground IP. If GE Aviation does not exercise the option to obtain such ownership within the foregoing seven (7) day period, ADGTJV and/or the JV Partners may abandon the ADGTJV Option Patents.

Section 6.16. Cooperation Regarding Restrictions and Limitations Applicable to Licensed Intellectual Property. Each Party, at the request of another Party, agrees to use commercially reasonable, good-faith efforts to provide such other Party such copies of agreements (subject to any confidentiality restrictions that would prevent disclosure of such agreements) or other information (including summaries of the applicable limitations) that are sufficient to inform such other Party about any limitations or restrictions on the use of the Intellectual Property licensed to it hereunder, as applicable, or other specific Intellectual Property licensed hereunder and identified by such other Party in writing to such Party, which has not already been provided to such other Party and which is not otherwise in the possession of such other Party. Such Party shall not have any liability to such other Party resulting or arising from the failure or inability to provide such agreements or information.

Section 6.17. Embedded Software License.

(a) **License to Software.** GE Aviation hereby grants ADGTJV and the JV Partners a non-transferable (except to end users as embedded in the LM Products or Spare Parts that have executed an agreement to be bound by the terms of this Section 6.17), non-sublicensable, non-exclusive license to use the software embedded or provided with LM Products, Spare Parts or Deliverables ("Software") strictly in accordance with this Section 6.17.

(b) **Use.** ADGTJV and the JV Partners and such end users of the LM Products and Spare Parts may use the Software solely for the purpose of integrating LM Products or Spare Parts with its own systems, and for operating the LM Products. In connection with this purpose, use of the Software by ADGTJV and the JV Partners and such end users of the LM Products and Spare Parts includes copying or saving software and data in the data processing unit, executing programs, data processing and making copies in machine readable format, and connecting Software with other data processing programs.

(c) **Restrictions.** ADGTJV and the JV Partners and such end users shall not: (i) make any changes, translations of other amendments to the Software, (ii) make any back

translation of the Software in the form of source programs or in other forms, or (iii) change any protection or ownership notices in the Software, such as copyright notices and reservations of rights (and ADGTJV and the JV Partners shall retain all such notices in any copies made by ADGTJV or the JV Partners). ADGTJV and the JV Partners cannot reverse engineer, decrypt, extract, reproduce, or cause the reproduction of any Software, unless expressly authorized by GE Aviation.

(d) No Access. ADGTJV and the JV Partners shall not grant access to the Software in any form to any third party other than such end users as permitted herein, without the prior written consent of GE Aviation.

(e) Transfer Restriction. The Customer shall not transfer the Software or the license under this Section 6.17, or permit the use of Software by a third party other than with a sale of the LM Products to such end users as permitted herein, without the prior written consent of GE Aviation. Any attempted transfer or use without GE Aviation consent shall be void.

Section 6.18. IP Indemnification.

(a) GE Aviation IP Indemnification Obligation. GE Aviation shall indemnify, defend and hold harmless the ADGTJV Indemnitees from and against any and all Liabilities incurred by the ADGTJV Indemnitees arising from a third party claim alleging that any portion of the LM Products or Spare Parts, in each case supplied by or on behalf of GE Aviation under this Agreement, infringes or misappropriates Intellectual Property; provided that, with respect to any such portions provided by any RSP, in such cases where the RSP is responsible for the infringement (and is not merely following the detailed specifications or directions of GE Aviation), the foregoing obligations of GE Aviation shall apply only to the extent that such RSP owes comparable obligations to GE Aviation.

(b) Notice of Claims. ADGTJV will promptly notify GE Aviation in writing of such claims and give GE Aviation full authority, information and assistance for the defense and resolution of such claims.

(c) Exclusions. The remedies described in Section 6.18 do not apply to any product (1) not purchased by ADGTJV from GE Aviation; or (2) that was modified, combined with other items (except for such combinations of LM Products or Spare Parts provided by or on behalf of GE Aviation), or was not used for its intended purpose, in each case where such modification or combination results in the infringement; or (3) that was supplied by ADGTJV or a JV Partner or manufactured by GE Aviation according to ADGTJV's detailed specifications or directions ("ADGTJV's Instructions"), where a claim under Section 6.18(a) resulted from GE Aviation's use or reliance on ADGTJV's Instructions. With respect to products not manufactured by GE Aviation, any indemnity given by the manufacturer thereof to GE Aviation shall apply to ADGTJV.

(d) Apportionment. Notwithstanding anything herein to the contrary, GE Aviation shall only bear an indemnification obligation with respect to the value of the portions of the LM Products and Spare Parts supplied by or on behalf of GE Aviation and not the value of

the products and systems provided by an RSP or sold by or on behalf of ADGTJV or a JV Partner.

(e) **Sole and Exclusive Liability.** Without limiting GE Aviation's obligations or rights, as applicable, under [Section 6.05\(j\)](#), [Section 6.05\(m\)](#), [Section 8.01\(f\)](#), [Section 9.07\(f\)](#), and [Section 9.08](#) the obligations recited in this Article constitute the sole and exclusive liability of GE Aviation under this Agreement for actual or alleged Intellectual Property infringement, including with respect to the LM Products and Spare Parts.

Section 6.19. Use of Trademarks. Without limiting any rights granted pursuant to that certain Trademark License Agreement, dated as of July 3, 2017, between GE and BHGE (as amended, restated, modified or supplemented from time to time in accordance with its terms), GE and ADGTJV will enter into, subject to the terms and conditions of this Agreement and GE's standard brand guidelines, and negotiated based off of GE's standard joint venture trademark license agreement with such modifications as the parties may agree to acting reasonably and in good faith, a royalty-free, non-transferable and non-exclusive right and license to the Licensed Trademarks in connection with (a) the marketing, promotion, demonstration, distribution, sale, offer for sale, and servicing (other than repair services) of the LM Products and Spare Parts, NPI and Services to the extent utilized by ADGTJV, whether as a component or otherwise, as part of its activities in the JV Field of Use and (b) Repairs and Repair Services approved by GE Aviation for co-branding as set forth in Section 7.09(c) and provided or performed in accordance with [Section 7.09](#) and [Section 7.10](#). The foregoing license shall not be dependent upon any GE ownership interest in ADGTJV.

ARTICLE 7

PROVISION OF LM PRODUCTS, SPARE PARTS AND SERVICES

Section 7.01. Purchase Orders.

(a) **Orders.** ADGTJV shall issue purchase orders (each, a "PO") to GE Aviation to implement its purchase of the quantities of LM Products, Spare Parts and Services that ADGTJV desires to purchase hereunder in accordance with this [Section 7.01](#) and the agreed upon Lead Times pursuant to [Section 7.02\(c\)](#).

(b) **Applicability and Treatment of POs.**

(i) **Binding Commitments.** Each PO shall represent a binding commitment by ADGTJV to purchase and, upon acceptance, a binding commitment by GE Aviation to supply, such LM Products, Spare Parts and Services in accordance with the terms of this Agreement and the GE Aviation Supplemental Terms. For the avoidance of doubt, GE Aviation has an obligation to accept all POs from ADGTJV that comply with the terms of this Agreement.

(ii) **PO Modification Agreements.** In order to ensure that GE Aviation is aware of and can expressly agree to and comply with each PO, including as may be requested to meet the specification and contractual requirements of ADGTJV or ADGTJV's end customer, should ADGTJV wish to modify, revise,

supplement or supersede any of the terms and conditions set forth in this Agreement or the GE Aviation Supplemental Terms (the “PO Modifications”), ADGTJV shall make such request to GE Aviation and, should GE Aviation agree, the Alliance Parties will execute a separate written agreement detailing the agreed PO Modifications, which agreement, in order to be effective, must be executed by the GE Aviation Alliance Manager, or his or her delegatee, which agreement shall then be reflected on the body of the PO (each, a “PO Modification Agreement”).

(iii) *Application of PO.* This Agreement shall apply to all POs issued by ADGTJV or any of its Affiliates to GE Aviation on or following the Effective Date during the Term. No pre-printed, click through, click-wrap or reverse side terms and conditions included in document(s) of either Alliance Party, other than the GE Aviation Supplemental Terms, shall be binding or have any legal effect whatsoever on this Agreement and/or any POs. In the event of any conflict between a PO and the main body of this Agreement, the main body of this Agreement will govern, except for a PO Modification Agreement reflected on the PO.

detail:

(c) PO Contents. All POs issued by ADGTJV or any of its Affiliates pursuant to this Agreement shall contain at least the following

- (i) a PO number;
- (ii) a specific LM Product, Spare Part or Service description or reference and scope of supply or provision;
- (iii) the required delivery or provision date(s) or forecasted date(s);
- (iv) the Applicable Prices as determined in accordance with Section 7.03 and Section 7.04 of this Agreement;
- (v) if applicable, the quantities to be released for delivery;
- (vi) if applicable, a reference to the applicable PO Modification Agreement; and

(vii) a statement on the face of the PO that reads as follows: “The parties agree that, notwithstanding any reference to any other document, this purchase order shall be governed by that certain Supply and Technology Development Agreement entered into by and among General Electric Company, a New York corporation (“GE”), acting through its GE Aviation business unit, Baker Hughes, a GE company, LLC and GE, acting on behalf of its GE Power business, dated as of November 13, 2018 (as amended, modified or supplemented from time to time in accordance with its terms)”; provided that the terms of this Agreement shall apply and govern notwithstanding the absence of such statement on the face of any PO between the Alliance Parties during the Term of this Agreement.

(d) Change Orders and Scheduling POs.

(i) All delivery or provision dates, shipping instructions, quantities ordered and other like terms of a PO may be revised upon the issuance by ADGTJV to GE Aviation of a change order in writing; provided that any and all changes set forth in such change orders must first be mutually agreed to by and between ADGTJV and GE Aviation. GE Aviation shall not be obligated to proceed with any requested changed or extra work, or other terms, until the price of such change and its effect on the scheduled delivery date(s) have been agreed upon and effected by a change order.

(A) If any such change results in an increase or decrease in the cost or time required for the performance of the work under the PO, there shall be a mutually agreed upon equitable adjustment of the PO price and the scheduled delivery or provision date(s).

(B) If ADGTJV requests a change to a LM Product, Spare Part or Service under an issued PO within the Lead Time, which results in materials that GE Aviation cannot otherwise utilize or convert into an LM Product, Spare Part, or Service for ADGTJV in a reasonable time, GE Aviation shall work with ADGTJV to either (x) scrap parts (and charge ADGTJV the direct, reasonable and documented costs incurred, provided that GE Aviation will use reasonable efforts to reduce such costs) or (y) finish conversion (and charge ADGTJV the Applicable Price for the LM Product, Spare Part of Service set forth in the related PO). ADGTJV shall pay for all work that GE Aviation commenced for which GE Aviation has incurred costs under the PO prior to any quantities being decreased. If there are completed parts or modules from a prior PO that are owned by ADGTJV and both Alliance Parties can find an alternative use for such parts or modules for future sale, then ADGTJV shall consign such materials as customer furnished material to GE Aviation.

(ii) GE Aviation agrees to provide a schedule and confirmation of completion/shipment date(s) at the time a PO is placed and accepted; provided that, none of these schedules or confirmations shall modify any applicable agreed upon delivery date(s) set forth in the relevant POs as accepted by GE Aviation. Subject to appropriate safeguards for the protection of GE Aviation's and its Affiliates' proprietary or confidential information and upon reasonable advance request, GE Aviation also agrees to allow ADGTJV's staff regular access to its facilities to review the PO status and quality, and to provide a monthly report on schedule status. In the event that any PO falls behind schedule, GE Aviation shall (a) provide a detailed schedule and report on the recovery actions as needed with regard to the status of the PO completion and (b) allow for on-site expediting by ADGTJV or an agent appointed by them.

(e) Acceptance of POs. All POs, acceptances, change orders and other writings or electronic communications between the Alliance Parties, regardless of whether stated on the face of the PO or not, shall be governed by this Agreement.

Section 7.02. Terms and Conditions of Purchase.

(a) Terms and Conditions of Purchase.

(i) Purchases made by ADGTJV of LM Products, Spare Parts and Services shall be subject to the following:

- (A) the terms of this Agreement;
- (B) the applicable GE Aviation Supplemental Terms;
- (C) the terms of any PO Modification Agreement; and
- (D) the terms contained in POs accepted hereunder.

(ii) In the event of a conflict, the following order of precedence will prevail:

- (A) the terms of any PO Modification Agreement
- (B) the terms of this Agreement, excluding the applicable GE Aviation Supplemental Terms;
- (C) the applicable GE Aviation Supplemental Terms;
- (D) the terms of any POs issued hereunder; and
- (E) drawings, specifications and related documents specifically incorporated by reference herein or in any PO.

(iii) *2017 Supply Agreement.* Effective as of the Effective Date, no LM Products, Spare Parts or Services offered pursuant to this Agreement shall be available for supply or purchase (as applicable) under the Amended and Restated Supply Agreement, dated as of November 13, 2018, between GE and BHGE.

(b) Liquidated Damages for Delayed Deliveries.

(i) *Liquidated Damages.* Beginning on January 1, 2020, if GE Aviation fails to (1) deliver LM Products to ADGTJV within the established Lead Times as described in Section 7.02(c) below or as otherwise agreed in the PO Modification Agreement or (2) satisfy its Repair obligations or its Engineering Services obligation in accordance with the established completion times for such Repairs or Engineering Services as agreed upon by the Alliance Parties, then GE Aviation shall be responsible for paying ADGTJV liquidated damages based on the rates set forth below.

(ii) *Rates.* Subject to the conditions set forth below, to the extent GE Aviation is required to pay liquidated damages to ADGTJV, the liquidated damages for the delayed delivery of (1) LM Products (other than with respect to

LM9000 OE Parts which is covered by the following subsection (2)), shall be calculated based on the following rates: (A) in 2020, liquidated damages shall be equal to one-quarter percent (0.25%) of the price of the LM Product, Repair or Engineering Service to be delivered or provided per week of delay up to three percent (3%), with a one-week grace period to cure the delay, and (B) in 2021 and beyond, liquidated damages shall be equal to one-half percent (0.5%) of the price of the LM Product, Repair or Engineering Service to be delivered or provided per week of delay up to six percent (6%), with a one-week grace period to cure the delay, and (2) underlying LM9000 OE Parts shall be calculated based on the following rates: (A) in 2019 through 2021, liquidated damages shall be equal to zero percent (0%) while the margins are equal to zero percent (0%), (B) in 2022, liquidated damages shall be equal to one-quarter percent (0.25%) of the price of the LM Product, Repair or Engineering Service to be delivered or provided per week of delay up to three percent (3%), with a one-week grace period to cure the delay, and (C) in 2023 and beyond, liquidated damages shall be equal to one-half percent (0.5%) of the price of the LM Product, Repair or Engineering Service to be delivered or provided per week of delay up to six percent (6%), with a one-week grace period to cure the delay.

(iii) Conditions.

(A) ADGTJV shall only be entitled to receive liquidated damages from GE Aviation to the extent that GE Aviation and its sub-tier suppliers, including GE Aviation-managed RSPs, has caused the delay and ADGTJV (or a JV Partner) has paid some damages, whether as liquidated damages, concessions, discounts, or other settlement mechanisms as a result of such delay to ADGTJV's (or JV Partners') end customer or has incurred in extra costs due to GE Aviation delay (including expedited shipment in accordance with Section 7.02(b)(iii)(B) below); provided that in no event shall the liquidated damages exceed the rates set forth above for the period of any GE Aviation delay of an LM Product, Repair or Engineering Service. This subsection (A) shall not apply to delays in the provision of Engineering Services, which shall be due in any event of delay as per the terms set forth above.

(B) ADGTJV and the JV Partners shall use all reasonable efforts in its negotiations with customers to minimize such liquidated damages from GE Aviation.

(C) GE Aviation shall not be liable for paying liquidated damages in the following circumstances: to the extent such products are ordered within a period shorter than the applicable LM Products Lead Time (e.g., lead time for a product is forty (40) weeks and order dropped in with only 20-week lead time); provided that liquidated damages are applicable for any week of delay in excess of the applicable LM Products Lead Time, with such LM Products Lead Time calculated from the time such order was placed.

(D) With the exception of the first four (4) production units, GE Aviation shall not be liable for paying any liquidated damages (if any would be due in accordance with Section 7.02(b)) associated with the delivery of the LM9000 full engine, provided that GE Aviation shall remain responsible for liquidated damages as it relates to delayed delivery of the LM9000 OE Parts.

(E) GE Aviation shall not be liable for any liquidated damages for the delay in delivery of LM Products or Repairs to ADGTJV for any deliveries or provision of Aftermarket Services during the 2019 calendar year.

(c) Lead Time.

(i) GE Aviation shall establish and notify ADGTJV from time to time of certain lead times for the time between when ADGTJV initiates a PO for LM Products, Spare Parts and Services and the time such LM Products, Spare Parts and Services are delivered based on existing supplier market dynamics and consistent with past practice ("Lead Times"); provided that GE Aviation shall use reasonable commercial efforts to deliver to ADGTJV such LM Products, Spare Parts and Services in a shorter delivery time than the agreed Lead Time.

(ii) Through the APCC and in accordance with the principles the APCC, both Alliance Parties shall collaborate on Lead Time reduction ideas through new supplier development, opportunities to kit material, and lean principles with a goal to reducing Lead Time from order to delivery. Lead Times for engine configurations (such as the G4) that have not been purchased for twelve (12) months will be adjusted based on supplier market conditions; provided that, any issues related to this may be brought for consideration to the APCC.

(iii) ADGTJV shall submit PO(s) in good faith to GE Aviation for LM Products, Spare Parts and Services consistent with the established Lead Times.

(iv) Without the prior approval of the APCC, ADGTJV may not (1) double its delivery volume for production engines for any particular LM Product from year to year nor (2) exceed 150% of the aggregate delivery volume for all LM Products from the prior year; provided that for Spare Parts, should ADGTJV require a greater volume, GE Aviation will work in good faith to meet the increased volume request.

(d) Forecast. ADGTJV shall provide the GE Aviation members of the APCC a five (5) year rolling forecast for the LM Products, Spare Parts and Services to facilitate a smooth sales and operating plan process that ADGTJV shall update twice per year ("Forecast"). Each Forecast is non-binding and is for general planning purposes; provided that ADGTJV shall use reasonable efforts to promptly provide any updates to a Forecast in the event there are material changes in a Forecast.

(e) Product Quality. All quality control exercised in the manufacture and supply of LM Products and Spare Parts shall be in accordance with applicable law and GE

Aviation's normal quality control policies and meet the applicable PO specification performance requirements at the time of delivery, including power, efficiency and emissions requirements.

(f) Transfer of Title and Risk of Loss. Subject to Section 3.03, and notwithstanding the historical practice prior to the Effective Date, GE Aviation will be responsible for inventory related to raw materials and work in process (WIP). Upon delivery as set forth in the GE Aviation Supplemental Terms, title and risk of loss of the LM Products and Spare Parts shall pass to ADGTJV.

Section 7.03. Pricing – LM Products, Spare Parts and Aftermarket Services.

(a) Pricing – LM Products and Spare Parts. The LM Products and Spare Parts shall be sold to ADGTJV at a price equal to the Cost Baseline divided by the amount that is one (1) minus the Margin Percentage (as converted into a decimal number) (the "Supply Product Price"). For the avoidance of doubt, the Applicable Price shall be calculated as of the date of PO placement or delivery date, as follows:

(i) for LM9000 OE Parts, (A) from 2019 through 2023, as of the delivery date, and (B) from and after January 1, 2024, as of the date of PO placement; and

(ii) for all LM Products (other than the LM9000) and Spare Parts, (A) from 2019 through 2021, as of the delivery date, and (B) from and after January 1, 2022, as of the date of PO placement.

(b) Pricing – Aftermarket Services. The Aftermarket Services shall be sold to ADGTJV at a price equal to the Cost Baseline divided by the amount that is one (1) minus the Margin Percentage (as converted into a decimal number), other than for Repairs sold to ADGTJV in 2019, which shall be sold at a price equal to such price as listed in the Component Repair Directory ("CRD") minus thirty percent (30%) (the "Aftermarket Services Price").

(c) Product Cost. The calculation and elements of Product Cost shall be consistent with the historical product cost allocation used between GE Aviation and BHGE and GE Power. For clarity, Product Cost does not include any internal GE Aviation profit or mark-up.

(d) Cost Baseline – Determination and Reset.

(i) *Cost Baseline.* The "Cost Baseline" shall mean, as of a particular date, the average Product Cost over the twenty-four (24)-month period immediately preceding such date using GE Aviation's standard cost allocation applicable to the LM Products, Spare Parts and Services as of the Effective Date; provided, that if GE Aviation implements a change to its accounting for product cost (e.g., move from average actual to standard costing), GE Aviation will update future Cost Baselines using its new methodology but will not substantially or materially change any of its cost elements as agreed to in this Agreement and such cost elements shall continue to be consistent with the historical cost elements used between GE Aviation and BHGE and GE Power, as set forth in Schedule 14.

Further, no costs associated with RSP Materials, liquidated damages or warranty shall be included in any such costs.

(ii) *Cost Baseline Determination.* GE Aviation shall, promptly following the Effective Date, determine the Cost Baseline for all existing LM Products, and such Cost Baseline shall be applicable to the LM Products until GE Aviation resets the same in accordance with Section 7.03(d)(iii) below.

(iii) *Cost Baseline Resets.*

(A) For all LM Products other than the LM9000, GE Aviation shall reset such Cost Baseline, effective as of January 1, 2024 and calculated as of September 30, 2023, and each five (5) year anniversary thereafter to be notified in writing at least forty-five (45) days before the effective reset date to ADGTJV for review, providing all relevant details necessary to assess the calculation.

(B) For the LM9000, GE Aviation shall reset the Cost Baseline on January 1, 2019, and each one (1) year anniversary thereafter through January 1, 2024, and shall thereafter reset the Cost Baseline on each five (5) year anniversary thereafter to be notified in writing at least forty-five (45) days before the effective reset date to ADGTJV for review, providing all relevant details necessary to assess the calculation.

(iv) *No RSP Materials Costs.* No costs associated with RSP Materials shall be included in any GE Aviation revenues, Cost Baseline, or Applicable Price hereunder.

(v) *Cost-Out Projects.* Any significant cost out projects identified by ADGTJV, for which ADGTJV wishes to provide funding and capture the cost benefits prior to any reset of the Cost Baseline will be brought to the APCC for agreement on implementation timing and any associated re-pricing to reflect the cost out initiative within the existing Applicable Price (e.g., re-engineering a part for cost out) without waiting for the reset of the Cost Baseline. Any benefits from ADGTJV-funded cost out projects (if any) will be shared equally by the Alliance Parties. GE Aviation should use actual PO pricing (if available) or best estimates of Product Costs and Engineering Services Costs for estimates which are used in APCC reviews as part of joint cost-out efforts or changes in configuration that may result in cost-in.

(vi) *Costs Associated with Changes to Product Configurations or Specifications.* Any changes to configuration or product specification to any product in the LM Product Lines requested by ADGTJV for product management reasons (including significant module upgrades) that result in increased cost prior to the reset of the Cost Baseline for such product will be brought to the APCC for agreement on implementation timing and any associated re-pricing to reflect such increased cost in the existing Applicable Price. GE Aviation should use actual PO pricing (if available) or best estimates of Product Costs and Engineering Services

Costs for estimates which are used in APCC reviews as part of joint cost-out efforts or changes in configuration that may result in cost-in.

Section 7.04. Pricing – Engineering Services.

(a) Engineering Services Price. The Engineering Services shall be sold to ADGTJV at a price equal to the Engineering Services Cost (as defined below) divided by the amount that is one (1) minus the Margin Percentage (as converted into a decimal number) (the “Engineering Services Price”). The Engineering Services Price will be billed based on actual Engineering Services Cost and will be billed on a regular basis that shall be no less than quarterly.

(b) Engineering Services Cost.

(i) The “Engineering Services Cost” shall mean, for any project (e.g., new repair substantiation), part (e.g., MRB support), or LM Product Line the aggregate of the following three types of costs: (1) the cost of Engineering Services provided, which is equal to the sum of the products of (a) the relevant engineering hours, based on location applied towards the project, part, or LM Product Line multiplied by (b) the compensation and benefits (i.e., labor costs), relevant depreciation, indirect costs, and overhead (the “Engineering Rates”) for such relevant engineering team based on location as updated at least annually by GE Aviation; (2) any costs for engineering purchased services associated with a specific project, part, or LM Product Line; and (3) any support or parts provided by a GE Aviation production, development, test, or assembly shop to Engineering Services, which is costed based on the Product Cost.

(ii) The calculation and elements of Engineering Services Cost shall be consistent with the historical engineering cost allocation used between GE Aviation and GE Power/BHGE. For clarity, GE Aviation will continue to use and apply its internal engineering rates as used for its public financial statements today. In addition, Engineering Services Cost does not include any internal GE Aviation profit or mark-up.

(iii) For avoidance of doubt, the determination of which engineers will be utilized to provide the Engineering Services will be at GE Aviation’s sole discretion; provided that GE Aviation will ensure engineers are similarly qualified and experienced as those utilized in the remainder of its business.

(c) LM2500 G5 Payment Reduction. During the period commencing on the Effective Date until the earlier of the second anniversary thereof or the termination of the LM2500 G5 program by ADGTJV or the JV Partners, ADGTJV may, upon written notice to GE Aviation, apply (in a manner to be agreed by GE Aviation and ADGTJV) any remaining amounts from the G5 Reserve to offset any payment obligation to GE Aviation under issued POs for Engineering Services under the LM2500 G5 program. The “G5 Reserve”, at a particular time, shall mean an amount of fifteen million U.S. Dollars (\$15,000,000), minus any amounts previously applied by ADGTJV to offset payment obligations pursuant to this Section 7.04(c).

Section 7.05. Lump Sum Payment. ADGTJV shall pay GE Aviation a lump sum payment in accordance with Schedule 5. For clarity, LM9000 (until January 1, 2024), MRB costs, and SG&A costs incurred by GE Aviation are not included in the calculation of the lump sum payment.

Section 7.06. Other Pricing and Costs.

(a) **MRB.** ADGTJV shall pay GE Aviation for GE Aviation's engineering support in manufacturing known as "MRB" at the Cost Baseline for such support, provided that (1) if such amounts exceed a threshold of seven (7) million U.S. dollars in any Contract Year, ADGTJV shall only pay fifty percent (50%) of any such amounts that exceed such threshold and (2) no such amounts for LM9000 and any Derivatives of the LM9000 shall be applied towards such threshold until after January 1, 2024. Until January 1, 2024, ADGTJV shall pay GE Aviation for all MRB costs associated with the LM9000 and any Derivatives of the LM9000 at the Cost Baseline for such support.

(b) **Specialized Tooling Costs.** On behalf of ADGTJV and at ADGTJV's cost, GE Aviation will procure or produce specialized tooling (*i.e.*, specific to a product line) required for the LM Products, which will be owned by ADGTJV and subject to a bailment.

(c) **Additional Charges and Payments.** Charges in addition to those determined by the applicable pricing methodology (including charges in respect of terms pursuant to Section 7.02(a)(i)(C)) shall be agreed to in writing by ADGTJV and GE Aviation. Pricing for categories of LM Products not established as of the Signing Date shall be determined based on pricing methodologies used by GE Aviation for pricing such LM Products during the twenty-four (24) month period immediately preceding the Effective Date and in the absence of past orders on an arms' length basis.

(d) **Applicable Price Basis.** The Applicable Price is based on GE Aviation's design, manufacture and delivery of the LM Products, Spare Parts and Services pursuant to (a) its design criteria, manufacturing processes and procedures and quality assurance program, (b) those portions of applicable industry specifications, codes and standards in effect as of the date of the PO that are applicable to the LM Products, Spare Parts and Services, (c) United States Federal, State and local laws and rules of foreign Governmental Entities in effect and applicable to the LM Products, Spare Parts and Services on the date of the PO, and (d) the specifications set forth in the PO.

Section 7.07. Payment Terms; Taxes; and Audit.

(a) **Payment Terms.** All payments shall be made in accordance with the relevant payment provisions in the GE Aviation Supplemental Terms.

(b) **Taxes.**

(i) Notwithstanding Section 7.07(a), pricing is exclusive of, and ADGTJV shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any purchases made by ADGTJV pursuant to this

Agreement; provided that (A) to the extent such Taxes are required to be collected and remitted by GE Aviation, ADGTJV shall pay such Taxes to GE Aviation upon receipt of an invoice from GE Aviation, and (B) for the avoidance of doubt, subject to Section 7.07(b)(ii), such pricing shall be inclusive of, and GE Aviation shall bear, any overall income and similar Taxes imposed on or payable by GE Aviation.

(ii) Withholding. All payments by ADGTJV pursuant to this Agreement shall be free of all withholdings of any nature whatsoever except to the extent otherwise required by Law, and if any such withholding is so required, ADGTJV shall pay an additional amount such that after the deduction of all amounts required to be withheld, the net amount actually received by GE Aviation shall equal the amount that GE Aviation would have received if such withholding had not been required; provided that, ADGTJV shall not be required to pay any such additional amount if any deduction or withholding from any payment made by ADGTJV under this Agreement is required solely and directly as a result (A) of an assignment by GE Aviation to a foreign affiliate pursuant to Section 9.10, or (B) of any action by GE Aviation that is not in accordance with the provisions of this Agreement, in each case, that was not at the request of ADGTJV.

(c) Cooperation. The Alliance Parties will cooperate with each other in good faith to minimize the imposition of, and the amount of, Taxes described in Section 7.07(b).

(d) Audits.

(i) Cost Baseline Audit. Upon ten (10) days' advanced written notice following a Cost Baseline reset pursuant to Section 7.03(d)(iii), but not later than ninety (90) days following such Cost Baseline reset, ADGTJV may audit (through an independent internationally recognized third party auditor appointed by ADGTJV), during regular business hours and in a manner that complies with the building and security requirements of GE Aviation, the books, records and facilities and any other relevant document of GE Aviation to the extent reasonably necessary to determine that the costs are accurately recorded and in line with GE Aviation's accounting standards and historical practices. Such documentation should be provided by GE Aviation in a timely manner to allow the audit completion by planned effectiveness of the new Cost Baseline. Any audit conducted under this Section 7.07(d) shall not interfere unreasonably with the operations of GE Aviation. ADGTJV shall pay the costs of conducting such audit, unless such audit reveals a discrepancy between the Cost Baseline reset calculation provided by GE Aviation and the result of the audit conducted by ADGTJV in excess of five percent (5%), in which case GE Aviation shall be responsible for such costs and provided that in any event the Cost Baseline reset should be modified accordingly to the audit result, whether an increase or decrease as appropriate. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement.

(ii) *Audit For Compliance with Agreement.* Upon thirty (30) days' advanced written notice, on a bi-annual basis, either Alliance Party may audit the other (through an independent internationally recognized third party auditor appointed by the auditing Alliance Party), during regular business hours and in a manner that complies with the building and security requirements of the other Alliance Party, the books, records and facilities and any other relevant document of the other Alliance Party to the extent reasonably necessary to determine such Alliance Party's compliance with this Agreement. Any audit conducted under this Section 7.07(d) shall not interfere unreasonably with the operations of the other Alliance Party. Any audit costs shall be borne by the Alliance Party requesting the audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement.

Section 7.08. Revenue Share Participant Management.

(a) GE Aviation Obligations for Existing Product Lines. GE Aviation shall assume fulfilment, logistics and planning responsibilities for all RSPs on all existing LM Legacy Product Lines and associated LM Products or Spare Parts.

(b) ADGTJV Obligations for Legacy LM Product Lines. ADGTJV shall continue to be responsible for all payments to RSPs for existing LM Products Lines and associated LM Products and Spare Parts in accordance with existing RSP payment terms and, if required, will consign inventory to GE Aviation for assembly into LM Products or Spare Parts.

(c) BHGE Obligations for LM9000. BHGE and GE Aviation shall work together to jointly define responsibilities associated with the fulfilment, logistics and planning responsibilities for the RSP introduced by BHGE in the LM9000 LM Product Line. For the avoidance of doubt, BHGE will be responsible to make all payments to such RSP for the LM9000 LM Product Line in accordance with existing payment terms with such RSP. GE Aviation shall not be held liable for any damages associated with the assembly work completed by any LM9000 RSPs, so long as any necessary parts supplied by GE Aviation were provided in a timely manner as set forth in the production schedule.

(d) Future Product Lines. ADGTJV shall have the authority and right to propose new RSPs for LM Products and Spare Parts as part of new production introductions relating to aero-derivative gas turbines under one or more Technology Development Program Plans. GE Aviation shall have final approval on which parts are open for RSP and what technology shall be shared with RSPs, provided that to the extent that GE Aviation does not approve such RSP, GE Aviation has a rational basis for exclusion (including safety concerns). ADGTJV shall have the right to veto the introduction of new RSPs if it can demonstrate a material impact on its service revenue or an IP leakage concern. As part of the development of any future LM Product Line, ADGTJV and GE Aviation shall work together to honor and comply with any then-existing contractual arrangements with GE Aviation's RSPs.

(e) Management of RSP Obligations. The Alliance Parties intend that the RSPs shall remain liable for warranty and delivery of their hardware as set forth in their contractual arrangements and GE Aviation shall be responsible for collection of damages from

such RSPs for breach of their contractual arrangements, provided that: GE Aviation shall be responsible for delays in the delivery of RSP scope and thus shall be entitled to seek damages from the RSPs for delay. The Alliance Parties will work together to review current RSP arrangements and determine appropriate mechanisms for effectuating this Section 7.08(e), which may include assignment of RSP agreements from GE Aviation to ADGTJV or BHGE, taking into consideration relevant limitations in RSP contractual arrangements; provided that, such mechanisms result in a financially neutral impact to GE Aviation, ADGTJV and the RSP and are effectuated jointly.

Section 7.09. Introduction and Substantiation of New Repairs and Spare Parts.

(a) Advanced Components.

(i) *Introduction and Substantiation Process for New Advanced Repairs and Advanced Spare Parts.*

(A) For the introduction by either Alliance Party of any (A) New Advanced Repairs that will repair Advanced Components or (B) Advanced Spare Parts (e.g., industrial parts) that will replace Advanced Components, such New Advanced Repairs and such Advanced Spare Parts must be submitted to GE Aviation's engineering substantiation for approval before implementation, and GE Aviation shall submit the substantiation results of its engineering team to the APCC, including its determination of approval or disapproval of the proposed implementation. If GE Aviation's engineering team approves a proposed New Advanced Repair or New Advanced Spare Part, then implementation and execution of such New Advanced Repairs or New Advanced Spare Parts shall be made in accordance with the terms of Section 7.10.

(B) If GE Aviation's engineering team does not approve any such New Advanced Repair or Advanced Spare Part through the substantiation process, then GE Aviation must provide ADGTJV a rationale for such disapproval, including whether or not such disapproval is for a safety reason ("Unapproved Repair" or "Unapproved Spare Part"). If ADGTJV wishes to implement and execute any New Advanced Repair or New Advanced Spare Part despite the GE Aviation engineering team's disapproval, then such implementation may only be made if: (1) in the case of disapprovals for safety reasons, approval is provided by the APCC, and in such case, the execution is made in accordance with Section 7.09(a)(ii), and (2) in the case of disapproval for reasons other than safety, the execution shall be made subject to, and in accordance with, Section 7.09(a)(iii).

(ii) *Disapproval for Safety Reasons.* Any proposed New Advanced Repairs, or Advanced Spare Parts that are disapproved by GE Aviation's engineering team for *safety* reasons, which are supported by sufficient evidence, may be reviewed by the APCC, and may only be implemented by ADGTJV if the

APCC unanimously approves doing so, and subject to any terms or conditions of such implementation as agreed upon by the APCC.

(iii) *Disapproval for Non-Safety Reasons.* Any proposed New Advanced Repairs or Advanced Spare Parts that are disapproved by GE Aviation's engineering team strictly for reasons other than *safety* may be implemented by ADGTJV; provided that:

(A) all liability resulting from such implementation shall be borne by ADGTJV;

(1) to the extent any approved Repair or Spare Part is provided, or has been provided, by GE Aviation in the same module (e.g., compressor, hot section including combustor or high pressure turbine, low pressure turbine) in the same turbine where an Unapproved Part or Unapproved Repair has been implemented (collectively, the "Affected Module"), then GE Aviation shall not provide a warranty for such approved Repair or Spare Part;

(2) to the extent any approved Repair or Spare Part is provided, or has been provided, by GE Aviation in any other module (e.g., compressor, hot section including combustor or high pressure turbine, low pressure turbine) in the same turbine as the Affected Module, but not in the Affected Module, then GE shall continue to provide a warranty for such approved Repair or Spare Part, so long as ADGTJV or the JV Partners (or its end users) (i) maintain sufficient documentation that meets at least the standards of the commercial aerospace industry and (ii) can provide sufficient evidence that any warranty on parts in the unaffected module were not impacted by the Unapproved Repair or Unapproved Spare Part;

(B) ADGTJV shall not use any third party suppliers identified in Schedule 9 (the "Prohibited Supplier List") for the fulfilment of such New Advanced Repairs or Advanced Spare Parts, provided that the APCC may periodically update the Prohibited Supplier List in accordance with Section 3.02(b)(i)(O), or by unanimous decision, allow for exceptions to the Prohibited Supplier List; and

(C) both Alliance Parties through the APCC shall determine a fair and equitable amount for GE Aviation to be paid for loss of revenue associated with the implementation of such New Advanced Repairs or Advanced Spare Parts (including any loss in revenue related to decreased sales of Advanced Spare Parts as a result of reduced demand from such New Advanced Repair): provided that if the Alliance Parties cannot reach an agreement as to a fair and equitable amount that should be paid to GE Aviation for loss of revenue, then;

(1) in the case of a disapproval of a proposed Advanced Spare Part, GE Aviation shall no longer be subject to its exclusivity obligations pursuant to Section 5.02 on performing or competing with ADGTJV on such Advanced Spare Part, and any such existing or future Advanced Repair,

(2) in the case of a disapproval of a proposed Advanced Repair (of which GE Aviation does not perform or own the rights to any similar Advanced Repair), GE Aviation shall no longer be subject to its exclusivity obligations pursuant to Section 5.02 on performing or competing with ADGTJV on such Advanced Spare Part, and any such New Advanced Repair;

(3) in the case of a disapproval of an Advanced Repair (of which GE Aviation *does* perform or own the rights to a similar Advanced Repair), GE Aviation shall no longer be subject to its exclusivity obligations pursuant to Section 5.02 on performing or competing with ADGTJV on such Existing Advanced Repairs, but such exclusivity obligations shall remain for any affected Advanced Spare Parts;

For the avoidance of doubt, in the case of clauses (C)(1), (2) or (3) above, GE Aviation may no longer claim loss of future revenue for such non-exclusive Advanced Spare Parts and related Advanced Repair if GE Aviation chooses to terminate exclusivity with respect to the New Advanced Repairs or Advanced Spare Parts affected.

(b) Non-Advanced Components. ADGTJV shall be free to introduce, develop and substantiate any New Non-Advanced Repairs and Spare Parts for Non-Advanced Components itself or through third parties, or it may engage GE Aviation to provide Repairs Services on such Non-Advanced Components. The execution of any such New Non-Advanced Repairs and Spare Parts for Non-Advanced Components shall be made pursuant to Section 7.10.

(c) Co-Branding. ADGTJV or JV Partners may market any Repairs and Repair Services that are approved by GE Aviation as “OEM-Approved Repairs” or similar nomenclature. Further, GE Aviation consents to ADGTJV or JV Partners co-branding such OEM-Approved Repairs, subject to GE’s corporate management team’s grant of any necessary license rights and compliance with GE’s branding guidelines. Repairs that are not approved by GE Aviation shall not be referred to as OEM-Approved Repairs or similar nomenclature, and shall not, under any circumstances, be co-branded with GE Aviation or GE.

Section 7.10. Execution of Repairs.

(a) Conditions on Third Party Repair Service Supplier. ADGTJV may use a third party supplier provider to perform Repair Services (a “Third Party Repair Supplier”), subject to the following conditions:

- (i) Any such Third Party Repair Provider is not on the Prohibited Supplier List;
- (ii) GE Aviation agrees to work with ADGTJV to provide appropriate rights to any such Third Party Repair Supplier;
- (iii) GE Aviation may restrict any such Third Party Repair Supplier from performing such Repair Services outside the JV Field of Use, or from performing or marketing such Repair Services to any other customer; and
- (iv) GE Aviation shall have the right to audit any Third Party Repair Supplier to ensure compliance with rights granted and confidentiality obligations relating to such Repair Services.

(collectively, including Section 7.10(b), the “Third Party Repair Supplier Conditions”).

(b) Independently Performed Repairs

- (i) “*Level 5 Repairs*” shall mean component Repairs.
- (ii) “*Independently Performed Repairs*” shall mean any Level 5 Repairs for LM Products performed by ADGTJV or JV Partners as of the Signing Date, either on their own behalf or through a third party.
- (iii) The Parties agree to develop a written list of Independently Performed Repairs within a reasonable period after the Signing Date.
- (iv) ADGTJV may perform itself or have performed by a third party Independently Performed Repairs with no fee to GE Aviation, but in so doing, agrees to maintain in confidence any repair specifications, documentation and drawings. Any Independently Performed Repairs that are currently performed with a supplier on the Prohibited Supplier List shall be deemed an APCC-approved exception to Section 7.09(a)(iii)(B).

(c) Advanced Repairs.

- (i) *Existing Advanced Repairs.* GE Aviation shall perform, have performed by a third party, or permit ADGTJV to perform itself and/or through JV Partners, all Existing Advanced Repairs developed by GE Aviation. Any repairs performed by GE Aviation will be subject to an applicable Margin Percentage for Repairs set forth in Schedule 2. Any Existing Advanced Repairs that ADGTJV wishes to perform itself and/or through JV Partners, or have performed by a third party, provided the Third Party Repair Supplier Conditions shall apply, will be subject to a fair market value royalty fee to be determined by the Alliance Parties, which may vary depending on the nature of such repair (“Repair Royalty Fee”). The Repair Royalty Fee shall be commensurate with

such royalties collected by GE Aviation repair licensing in the commercial engine industry.

(ii) *New Advanced Repairs Developed by GE Aviation.* GE Aviation shall perform, have performed by a third party, or permit ADGTJV to perform itself and/or through JV Partners, all New Advanced Repairs developed by GE Aviation. Any New Advanced Repairs developed by GE Aviation performed by GE Aviation will be subject to such applicable Margin Percentages for Repairs set forth in Schedule 2. Any New Advanced Repairs developed by GE Aviation that ADGTJV wishes to perform itself and/or through JV Partners, or that ADGTJV wishes to have performed by a third party, provided the Third Party Repair Supplier Condition shall apply, will be subject to a Repair Royalty Fee.

(iii) *New Advanced Repairs Developed by the JV Partners.*

(A) GE Aviation shall receive an exclusive, license to such New Advanced Repairs developed by JV Partners, subject to a Repair Royalty Fee. ADGTJV shall have the right to request a quote from GE Aviation to perform New Advanced Repairs developed by JV Partners, subject to applicable Margin Percentage for Repairs set forth in Schedule 2. ADGTJV or JV Partners shall retain the right to perform New Advanced Repairs themselves in JV Field of Use, but, except as expressly set forth in the following Section 7.10(c)(iii)(B), may not license such New Advanced Repairs developed by JV Partners to any third parties.

(B) Any such New Advanced Repairs developed by JV Partners that ADGTJV or JV Partners wish to have performed by a third party repair service supplier, shall be subject to the Third Party Repair Supplier Conditions. For the avoidance of doubt, GE Aviation is not entitled to any fees or royalties associated with such repairs.

(d) Non-Advanced Repairs.

(i) *Existing Non-Advanced Repairs.* ADGTJV shall have the right to request a quote from GE Aviation to perform Existing Non-Advanced Repairs, New Non-Advanced Repairs developed by GE Aviation, or New Non-Advanced Repairs developed by ADGTJV or the JV Partners.

(ii) Any repairs performed by GE Aviation will be subject to an applicable Margin Percentage for Repairs set forth in Schedule 2. The JV Partners may perform Existing Non-Advanced Repairs or New Non-Advanced Repairs developed by GE Aviation themselves in the JV Field of Use for a Repair Royalty Fee, but may not license such repairs to third parties. For any Existing Non-Advanced Repairs or New Non-Advanced Repairs developed by GE Aviation that ADGTJV wishes to have performed by a third party on its behalf, the Third Party Repair Supplier Conditions shall apply, subject to the Repair Royalty Fee.

(e) For the avoidance of doubt, for any repairs under Section 7.10(b), Section 7.10(c) and Section 7.10(d), which ADGTJV or JV Partners wish to perform itself or through a third party, GE Aviation agrees to provide the appropriate Level 5 Repair specifications, documentation and drawings.

(f) Industrial Repair Manual. As set forth in Section 3.02(b)(i)(P), GE Aviation, ADGTJV or JV Partners agree to include in each of its IRMs a listing of all Level 5 or "L5" Repairs applicable to such LM Product by name, and further referring to users of such IRMs to either GE Aviation or ADGTJV for further details and quotes associated with such L5 Repairs.

Section 7.11. Separation of LM Product Lines. GE Aviation shall fully fund, an assembly line for the LM Product Lines separate from GE Aviation's other commercial assembly lines in a reasonable period of time, but no later than two (2) years after the Effective Date, to allow for non-aerospace hardware introduction. The cost associated with the depreciation of such investment shall be borne by GE Aviation during the first five (5) years of the Cost Baseline. Upon Cost Baseline reset, standard overhead shall include all relevant and applicable depreciation associated with the existing LM Product Line.

ARTICLE 8

ALLOCATION OF LIABILITY

Section 8.01. Limitation of Liability.

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (OTHER THAN IN SECTION 8.01(B), SECTION 8.01(C) AND SECTION 8.01(E)), IN NO EVENT SHALL A PARTY'S AGGREGATE LIABILITY IN RESPECT OF ANY MATTER (OTHER THAN PRODUCTS/SERVICES CLAIMS) IN ANY PARTICULAR CONTRACT YEAR, ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 50% OF THE ANNUAL REVENUE RECEIVED BY GE AVIATION FROM ADGTJV IN SUCH CONTRACT YEAR; PROVIDED THAT SUCH LIABILITY LIMITATION SHALL NOT APPLY TO ANY PAYMENTS PAID OR REQUIRED TO BE PAID BY ADGTJV TO GE AVIATION FOR LM PRODUCTS, SPARE PARTS OR SERVICES PROVIDED, INCLUDING THE LUMP SUM PAYMENT, UNDER THIS AGREEMENT OR ANY PO ISSUED HEREUNDER.

(b) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (OTHER THAN IN SECTION 8.01(e)), THE LIABILITY OF GE AVIATION ARISING OUT OF OR RELATED TO THE DEVELOPMENT AND PROVISION OF THE LM PRODUCTS OR SPARE PARTS OR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR ANY PURCHASE ORDER ISSUED HEREUNDER (INCLUDING IN RESPECT OF ANY AND ALL CLAIMS RELATED THERETO, WHETHER BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) (THE "PRODUCTS/SERVICES CLAIMS") SHALL IN NO EVENT EXCEED THE FOLLOWING:

(i) ON AND AFTER SUCH TIME THAT THE APPLICABLE MARGIN PERCENTAGE HAS BEEN FULLY PHASED IN PURSUANT TO SECTION 2, 100% OF THE TOTAL PRICE OF THE APPLICABLE LM PRODUCT, SPARE PART, AFTERMARKET SERVICE OR ENGINEERING SERVICE CALCULATED AS PER THE TERMS OF THIS AGREEMENT GIVING RISE TO A CLAIM; OR

(ii) PRIOR TO SUCH TIME THAT THE APPLICABLE MARGIN PERCENTAGE HAS BEEN FULLY PHASED IN PURSUANT TO SECTION 2, SUCH PRO RATA PERCENTAGE OF THE TOTAL PRICE SET FORTH IN THE SUBSECTION ABOVE, DETERMINED BY MULTIPLYING SUCH TOTAL PRICE BY THE PERCENTAGE AMOUNT THAT SUCH MARGIN PERCENTAGE HAS BEEN PHASED IN AS OF SUCH DATE.

(c) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY OF ADGTJV AND THE JV PARTNER IN QUESTION ARISING OUT OF OR RELATED TO BREACH OF ANY INTELLECTUAL PROPERTY LICENSE OR ASSIGNMENT OBLIGATIONS OR RESTRICTIONS IN ARTICLE 6 (“DEVELOPMENT PROGRAMS AND INTELLECTUAL PROPERTY”) OR SECTION 9.08 (“CONFIDENTIALITY”), OR IN RESPECT OF ANY OF THEIR RELATED INDEMNIFICATION OBLIGATIONS HEREUNDER, SHALL NOT EXCEED TWO (2) BILLION U.S. DOLLARS (\$2,000,000,000) IN THE AGGREGATE IN ANY CONTRACT YEAR WITH RESPECT TO ALL CLAIMS ARISING IN SUCH CONTRACT YEAR AND IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF ANY CAUSE OF ACTION; PROVIDED THAT THE AGGREGATE LIABILITY OF THE ADGTJV AND THE JV PARTNER IN QUESTION SHALL NOT EXCEED FIVE HUNDRED MILLION U.S. DOLLARS (\$500,000,000) IN THE AGGREGATE IN ANY CONTRACT YEAR WITH RESPECT TO ALL CLAIMS ARISING IN SUCH CONTRACT YEAR AND IN THE AGGREGATE WITH RESPECT TO ALL CLAIMS ARISING OUT OF ANY CAUSE OF ACTION IF THE ADGTJV OR SUCH JV PARTNER (AS APPLICABLE) HAS COMPLIED WITH THE REQUIREMENTS OF SECTION 6.05(i)(iv), IN EACH CASE, SO LONG AS SUCH BREACHES ARE NOT THE RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ADGTJV OR THE JV PARTNER IN QUESTION. FOR THE AVOIDANCE OF DOUBT, THE PARTIES AGREE THAT LOST PROFITS MAY BE AN APPROPRIATE MEASURE OF DAMAGES FOR ANY SUCH BREACH.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that neither ADGTJV (or the JV Partners) nor GE Aviation shall be liable to the other for any consequential, indirect, incidental, special, exemplary, enhanced or punitive damages Regardless of Cause or Action or regardless of claims of ADGTJV’s customers or GE Aviation’s other customers.

(e) The limitations set forth in Section 8.01(a), Section 8.01(b) and Section 8.01(c) shall not apply to damages with respect to claims brought by the U.S. Department of Defense, U.S. Department of Justice, or any U.S. or non-U.S. governmental entities due to the breach of a provision under this Agreement (including any breach of Section 9.05 (Compliance With Laws and Regulations)).

(f) Upon an allegation of patent infringement against an LM Product or Spare Part, GE Aviation may, at its option and expense, (i) procure for ADGTJV the right to continue using such LM Product or Spare Part; or (ii) replace or modify the LM Product or Spare Part with a substantially equivalent product.

Section 8.02. Disclaimer of Representations and Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 8.03 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE).

Section 8.03. Warranties.

(a) **Products Warranty.** GE Aviation warrants to ADGTJV that the LM Products and Spare Parts sold hereunder shall be free from defects in material, workmanship and title ("Products Warranty") for the earlier of: (i) twelve (12) months after initial use of the LM Products and Spare Parts for commercial operation or (ii) thirty (30) months after the date of shipment of the LM Products and Spare Parts to ADGTJV (the "Products Warranty Period").

(i) If within the Products Warranty Period, any of the LM Products and Spare Parts delivered hereunder do not meet the Products Warranty and ADGTJV notifies GE Aviation in writing prior to the expiration of sixty (60) days from ADGTJV's or the relevant JV Partner's discovery of such defect, GE Aviation shall, upon demonstration by ADGTJV to GE Aviation's reasonable satisfaction that such LM Product or Spare Part is defective, correct any such defect by either repairing the defective LM Product or Spare Part or making available a repaired or replacement LM Product or Spare Part at GE Aviation's facility. This obligation does not include any responsibility or obligation to remove or reinstall a LM Product or Spare Part or to remove or alter any portions of the installation performed by ADGTJV or its customer. At the request of GE Aviation, ADGTJV at ADGTJV's expense shall ship the defective LM Product or Spare Part to a location designated by GE Aviation. Whenever a LM Product or Spare Part is repaired or replaced, the warranty period applicable to that repaired or replaced LM Product or Spare Part shall not exceed the unexpired portion of the Products Warranty Period specified for the original LM Product or Spare Part. Any LM Product or Spare Part which is replaced shall become the property of GE Aviation.

(ii) If the Products Warranty requires GE Aviation to provide an improved LM Product or Spare Part that results in compensation to ADGTJV or the JV Partners from their customers, the Alliance Parties shall meet to discuss equitable sharing of such compensation to the extent it is in excess of any damages paid to such customers by the JV Partners in connection with the applicable defective LM Product or Spare Part.

(iii) The Products Warranty shall be subject to GE Aviation's receipt of available data on engine environment and performance in the field.

(iv) *Products Warranty Limitations.*

(A) Except for the first four (4) production units, GE Aviation does not provide a system-level Products Warranty for LM Products and Spare Parts in connection LM9000, but only a Products Warranty for LM9000 OE Parts.

(B) GE Aviation does not provide any warranty for LM Products and Spare Parts for which the Margin Percentage is zero (0). During the time period in which the Margin Percentage is being phased in per Schedule 2, the warranty obligations shall phase in progressively as well in the same proportion. Thus, the cost of fulfilling any Products Warranty obligations during such time shall be shared proportionately between GE Aviation and ADGTJV.

(C) The Products Warranty does not apply to any LM Products and Spare Parts that: (1) have been subjected to foreign object damages, abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, detrimental exposure, abnormal physical stress, or abnormal environmental conditions; (2) have been used, repaired, maintained or modified contrary to any of the then-current recommendations of GE Aviation as stated in its manuals, bulletins or other written communications unless separately agreed to in writing during the PO process; or (3) have been used with any third party products, hardware, parts or product that has not been previously approved in writing by GE Aviation in accordance with the substantiation and approval process of Section 7.09.

(D) The liability of GE Aviation resulting from the foregoing Products Warranty shall not in any case exceed the cost of correcting defects as provided above and shall not exceed the amounts set forth in Section 8.01, and upon expiration of the shortest period specified in Section 8.03(a)(i), all such liability shall terminate. The foregoing shall constitute the sole remedy of ADGTJV and the sole liability of GE Aviation for breach of warranty; provided that to the extent such repair or replacement is not possible or is inadequate, then ADGTJV may seek monetary damages in accordance with the provisions of ARTICLE 8.

(E) To the extent that ADGTJV introduces industrial parts over GE Aviation's objection, or a LM Product or Spare Part is operated outside of the applicable installation specifications/requirements as set forth in the aero-derivative engine IDM, as provided by or agreed to by GE Aviation at the time an order for such engine is placed by ADGTJV and accepted by GE Aviation (" Unapproved Operations"), the Products Warranty shall be deemed voided and the Products Warranty shall remain only for defects that are not attributable to such industrial parts or Unapproved Operations. The scope of such Products Warranty shall be based on the root cause of the defect. If such defect is a result

of ADGTJV's-independently directed change or industrialization, then such Products Warranty shall not extend to such change. For the avoidance of doubt, to the extent that ADGTJV proposes industrial hardware or engine operations for which GE Aviation recommends a certain level of testing or validation at the time an order for such engine is placed by ADGTJV and accepted by GE Aviation and ADGTJV rejects such level of testing or validation, then the Products Warranty shall be voided.

(v) *Serial Defects and Outside Warranty.*

(A) If, during a period outside the Products Warranty Period (such period, the "Outside Warranty Period"), a Serial Defect with a LM Product or Spare Part is identified that is solely and directly attributable to GE Aviation and not the operating environment or any other cause, the GE Aviation product leader of the aero-derivatives business will discuss with ADGTJV or the JV Partners within the APCC, and the APCC will recommend for GE Aviation's consideration, actions that would mitigate the damages asserted against GE Aviation or ADGTJV or JV Partner(s), e.g., by granting potential concessions, on a case by case basis, to the end customer to alleviate the costs of such defect on such customer (the "GE Aviation Customer Concessions"). A "Serial Defect" shall be defined as defects that (1) are discovered and fully disclosed to GE Aviation in reasonable detail within four (4) years of delivery of the engine/part, (2) impact fifteen (15) or more engines within the same variant/model and affecting more than one Site, facility and operator where engines are being operated within applicable installation specifications/requirements as set forth in the aero-derivative engine IDM, as provided by or agreed to by GE Aviation, and (3) have not otherwise been satisfactorily addressed by GE Aviation through execution of the Field Event Process. Under the "Field Event Process," upon notice of any field event with a LM Product or Spare Part provided by GE Aviation, GE Aviation will undertake an investigation sufficient to identify the root cause of such failure and, where appropriate, will take subsequent actions to notify the installed base and recommend actions to mitigate potential related future failures through service bulletins or other similar operator notifications.

(B) The Parties acknowledge that the discussions regarding such customer concessions will take into account the age of the affected engines, fleet history (including the history of the engine from which the LM Product or Spare Part was derived), maintenance, repair and overhaul history, fleet recommendations, operating time, and operating environment, among other relevant factors at the time.

(C) In addition, in the event that during the Outside Warranty Period, Costs arising from a Serial Defect solely and directly attributable to GE Aviation are not covered in whole or in part by insurance of any Party or the end customer, ADGTJV or a JV Partner, as appropriate, may request a refund from GE Aviation for such Costs, which will be negotiated on a case by case basis; provided that, in no event shall the aggregate amount of the GE Aviation

Customer Concessions and the Costs refunded by GE Aviation to ADGTJV or the JV Partner under this Section 8.03 together exceed the amount of margin ADGTJV paid to GE Aviation for the particular affected engines or spare parts, as such margin is calculated pursuant to the terms of this Agreement. "Costs" as used in this paragraph are those costs, expenses and/or damages actually incurred by ADGTJV or the JV Partner that are solely and directly attributable to GE Aviation as determined by the root cause analysis process in effect for the GE Aviation business (currently, TOPS8D). In addition to the foregoing, ADGTJV and the JV partners shall consult with GE Aviation before engaging in, and shall afford GE Aviation a reasonable opportunity to participate in, any negotiations with customers which may result in a request for refund to GE Aviation, and shall otherwise use all reasonable efforts to minimize Costs.

(b) Repair Warranty.

(i) GE Aviation warrants to ADGTJV that at the time of delivery of the repaired LM Products, the Repair Services performed by GE Aviation will have been performed in a workmanlike manner ("Repair Warranty"). GE Aviation provides no warranty for incidental materials and consumables utilized in the performance of the Repair Services and only the warranty given by the manufacturer for such incidental materials and consumables, if any, shall apply. The Repair Warranty shall apply to defects that appear within twelve (12) months from completion of the Repair Services (the "Repair Warranty Period").

(ii) If any failure to meet the foregoing Repair Warranty with respect to Repair Services appears within the Repair Warranty Period, ADGTJV shall notify GE Aviation in writing within sixty (60) calendar days of ADGTJV's or the relevant JV Partner's discovery of the defect. Where GE Aviation reasonably agrees that a defect exists and such defect was caused by GE Aviation, GE Aviation shall thereupon correct any defect by re-performing the defective Repair Services to the extent necessary and feasible and, in the case where a Spare Part supplied by GE Aviation in performing a Repair Service is defective, GE Aviation shall, at its option, repair the defective Spare Part or make available for delivery a replacement Spare Part. ADGTJV shall, at ADGTJV's cost, make the affected ADGTJV's equipment available to GE Aviation at the Site (provided that ADGTJV can obtain the end customer's consent, if required) or at the repair facilities at GE Aviation's option. ADGTJV shall be responsible for performing any decontamination on the affected ADGTJV's equipment prior to the performance of GE Aviation's Repair Warranty obligations. The re-performance of Repair Services by GE Aviation shall extend the duration of the Repair Warranty Period for the Repair Services provided for an additional twelve (12) months. GE Aviation shall not be responsible for removal or replacement of systems, structures or other portions of ADGTJV's end product. The condition of any tests shall be mutually agreed upon and GE Aviation shall be notified of and may be represented at all tests that may be made.

(iii) GE Aviation does not warrant the Repair Services or any repaired or replacement Spare Parts (i) against normal wear and tear including that due to environment or operation, including excessive operation at peak capability, misuse, frequent starting, FOD damage, type of fuel, detrimental air inlet conditions or erosion, corrosion or material deposits from fluids or (ii) which have been involved in an accident. The Repair Warranty and remedies set forth herein are further conditioned upon (i) the proper storage, installation, operation, and maintenance of the LM Products and conformance with the operation instruction manuals (including revisions thereto) as applicable and (ii) repair or modification pursuant to GE Aviation's written instructions, manuals or service bulletins unless otherwise agreed in writing at the time a PO is placed. GE Aviation does not warrant any equipment or services of others provided by ADGTJV where GE Aviation does not normally supply such equipment or services.

(iv) The liability of the GE Aviation connected with or resulting from the Repair Warranty shall not in any case exceed the cost of correcting the defect and, upon the expiration of the Repair Warranty Period, all such liability shall terminate. The foregoing, shall constitute the sole and exclusive remedy of ADGTJV and the sole and exclusive liability of GE Aviation for breach of warranty.

(c) Engineering Warranty.

(i) GE Aviation's obligation is limited to providing qualified personnel to perform the services ordered by ADGTJV and to perform the Services in a workmanlike manner. In no event shall GE Aviation be liable for, and ADGTJV hereby waives, releases and renounces all warranties, obligations and liabilities of GE Aviation, and rights, claims and remedies of ADGTJV against GE Aviation, expressed or implied, arising by law or otherwise, with respect to the quality of services or any incidental material provided under this Agreement, including: (1) any implied warranty of merchantability or fitness for a particular purpose; (2) performance, course of dealing or usage of trade; (3) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of GE Aviation, actual or imputed; (4) for any third party liability of ADGTJV to any third party; (5) where services are related to oil, gas or power facilities, any remedy, obligation, liability, right or claim for loss of or damage to any oil, gas or power facility, or for loss of use, revenue or profit with respect to any oil, gas or power facility and (6) for any other special, punitive, direct, indirect, incidental or consequential damages.

(ii) In the case of any Engineering Study/Inspection/Test Service provided in response to the POs issued pursuant to this Agreement, GE Aviation does not warrant that any desired objective will result from the Engineering Study/Inspection/Test Service performed.

Section 8.04. Insurance. ADGTJV, at its own expense, shall maintain liability insurance in an amount adequate to cover its obligations under this Agreement during the Term.

ADGTJV shall provide a certificate of insurance (or evidence of self-insurance) evidencing such coverage to GE Aviation upon request. GE Aviation, at its own expense, shall maintain liability insurance in an amount adequate to cover its obligations under this Agreement during the Term. GE Aviation shall provide a certificate of insurance (or evidence of self-insurance) evidencing such coverage to ADGTJV upon request.

ARTICLE 9

GENERAL PROVISIONS

Section 9.01. Representations and Warranties.

(a) **Authority.** Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement. Each Party represents and warrants that those persons signing this Agreement on behalf of such Party are duly authorized Representatives of such Party and properly empowered to execute this Agreement.

(b) **Formation and Authority of Parties; Enforceability.** Each Party represents and warrants that it is a corporation or a limited liability company, duly incorporated, formed or organized, validly existing and in good standing under the Laws of its jurisdiction of incorporation. Each Party represents and warrants that it has the requisite corporate power to execute, deliver and perform its obligations under this Agreement. Each Party represents and warrants that it has the requisite corporate power to operate its business as now conducted and is duly qualified as a foreign corporation to do business, and to the extent legally applicable, is in good standing, in each jurisdiction in which the character of its owned, operated or leased properties or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing would not reasonably be expected to adversely affect its ability to perform its obligations under this Agreement. Each Party represents and warrants that this Agreement has been executed and delivered and constitutes the legal, valid and binding obligations of either Party, enforceable against such Party in accordance with its respective terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

(c) **No Conflict.** The execution, delivery and performance by the Parties of this Agreement do not and will not violate, conflict with in any material respect, require consent under or result in any breach or default under, (i) the certificate or articles of incorporation or bylaws or similar organizational documents of the Parties, (ii) any Law applicable to the Parties, or with or without notice or lapse of time or both, the provisions of any material GE Aviation contract.

Section 9.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by electronic mail transmission shall be deemed to have been given and received at the time of confirmation of

transmission. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address or email address for a Party as shall be specified in a notice given in accordance with this Section 9.02.

(a) If to GE Aviation:

GE Aviation
1 Neumann Way
Cincinnati Ohio 45215
Attention: General Manager, Aero-derivatives Engine Program

with a copy to:

GE Aviation
1 Neumann Way
Cincinnati Ohio 45215

Attention: General Counsel

(b) If to BHGE:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Email: will.marsh@bhge.com

(c) If to GE Power:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Email: jim.waterbury@ge.com

Section 9.03. Entire Agreement, Waiver and Modification. This Agreement, the applicable GE Aviation Supplemental Terms, the Umbrella Agreement, and any POs issued hereunder, including any PO Modification Agreement, are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof shall be binding upon a Party unless made in writing and executed by an authorized Representative of such Party.

Section 9.04. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and to the extent set forth expressly in the Agreement also the JV Partners- and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of GE Aviation or ADGTJV, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 9.05. Compliance with Laws and Regulations. Each Party covenants and agrees to comply with any and all Laws applicable to its performance under this Agreement or use of the licenses and other information granted herein, including compliance with applicable export laws, rules and regulations of the United States (or other foreign jurisdictions, as applicable). No Party will take any action, or refrain to take an action, in violation of any such applicable Law that could result in any liability being imposed on any other Party.

Section 9.06. Governing Law.

(a) This Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

(b) The Parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

Section 9.07. Dispute Resolution.

(a) **General Provisions.** Any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement (a “Dispute”), including claims seeking redress or asserting rights under applicable Law relating to matters addressed in this Agreement, shall be resolved in accordance with the procedures set forth herein. Until completion of these procedures, no Party may take any action not contemplated herein to force a resolution of the Dispute by any judicial, arbitral, or similar process. In connection with any Dispute, the Parties expressly waive and forego any right to (i) punitive, exemplary, statutorily enhanced or similar damages in excess of compensatory damages and (ii) trial by jury. For avoidance of doubt, any Dispute arising between the Parties after the Signing Date but prior to the Effective Date shall be subject to the Dispute resolution procedures set forth in this Section 9.07, in which case references to the “Alliance Parties” in this Section 9.07 shall be deemed to mean GE Aviation, BHGE, and GE Power (as applicable).

(b) **Resolution by APCC and Senior Executives.** If a Dispute cannot be resolved at an operational level, prior to submitting such Dispute to the dispute resolution mechanism set forth in Section 9.07(c), the Alliance Parties shall first submit such Dispute to the APCC who shall attempt, for a period of thirty (30) days, to resolve such Dispute (in accordance with Section 3.02(b)(v)). If, after a period of thirty (30) days, the APCC is unable to resolve such Dispute, or in the case of a Dispute arising after the Signing Date but prior to formation of the APCC, either Alliance Party may give written notice to the other, requesting that senior management of each Alliance Party attempt to resolve the Dispute. Within fifteen (15) days after the request, the other Alliance Party shall provide a written response. The notice and the response shall designate the Alliance Party’s senior manager and provide a statement of the Alliance Party’s position and a summary of reasons supporting that position. The designated senior managers shall meet in person at a mutually acceptable place, or by telephone, within ten (10) days after receiving the response to seek a resolution. If no resolution is reached by the expiration of sixty (60) days from the date of the notice of Dispute, either Alliance Party may submit the Dispute to resolution pursuant to Section 9.07(c) or as further provided herein.

(c) Mediation. If the Alliance Parties' senior management do not resolve the Dispute, either Alliance Party may submit the Dispute for resolution to non-binding mediation by providing written notice to the other Alliance Party. The mediation shall take place in Cincinnati, Ohio. Within thirty (30) days of receiving the written notice of a request for mediation, the Alliance Parties shall mutually select a mediator. The mediation shall take place within sixty (60) days after the initial request for mediation. Within ten (10) days of the conclusion of mediation, the mediator shall provide an evaluation of the Dispute and the Alliance Parties' relative positions. If the Alliance Parties are unable to reach a resolution pursuant to this Section 9.07(c), then the Parties shall pursue resolution of such Dispute pursuant to Section 9.07(d).

(d) Arbitration.

(i) If the Parties are unable to reach a resolution pursuant to Section 9.07(c), either Party may submit the Dispute for resolution by binding arbitration pursuant to the Rules of Arbitration of the ICC in effect at the time of the arbitration, subject to such modifications set forth in this Agreement. The Parties consent to a single, consolidated arbitration for all Disputes for which arbitration is permitted, provided that such Disputes are open at the time of the arbitration proceedings.

(ii) The arbitral tribunal shall be composed of three arbitrators. Each Party shall designate one arbitrator within sixty (60) days after the request for arbitration is filed. The first two arbitrators shall select the third arbitrator within thirty (30) days after the last of the first two arbitrators has been nominated, and shall not be affiliated with either Party. In the event that the initial two arbitrators fail to agree to a third arbitrator, the third arbitrator shall be chosen by the ICC. The arbitration proceedings shall be conducted in the English language, and all documents not in English submitted by any Party must be accompanied by an English translation. In the event of a conflict between the English version and the original version of any documents so translated, the English version shall control. The arbitration shall be conducted in New York, New York, provided, however, that if such Dispute involves parties in addition to GE Aviation and ADGTJV, the Parties agree to consider an arbitration site other than New York if reasonable to accommodate such multiparty arbitration. Each Party shall be permitted to present its case, witnesses and evidence, if any, in the presence of the other applicable Parties. Either Party can request a written transcript of the proceedings at that Party's cost. The arbitrators shall determine the Dispute in accordance with New York law, excluding provisions relating to conflict of laws, and shall apply this Agreement according to its terms.

(iii) The Parties agree that any Disputes resolved pursuant to this Section 9.07 are commercial in nature. The Parties agree to be bound by any award or order resulting from arbitration conducted hereunder notwithstanding any country's Laws or treaties with the United States to the contrary.

(iv) The Parties agree that in the context of an attempt by either Party to enforce an arbitral award or order, any defenses relating to the Parties' capacity or the validity of this Agreement or any related agreement under any Law are waived.

(v) Any judgment on an award or order resulting from an arbitration conducted under this Section 9.07 may be entered and enforced in any court, in any country, having jurisdiction over any of the Parties or their assets. The Parties hereto submit to the non-exclusive jurisdiction of the courts of New York.

(vi) Each Party in any arbitration conducted under this Section 9.07 shall bear its own costs and expenses including its own attorneys' fees, except that GE Aviation and ADGTJV shall share costs of the arbitrator equally. The award of the arbitrator shall be paid in U.S. dollars, and shall not exceed actual compensatory damages and in no case shall include punitive, exemplary or other similar damages. The Parties agree that the 1958 U.N. Convention on the Recognition and Enforcement of Foreign Arbitral Awards applies to any purchase orders incorporating these terms and conditions of sale and to any arbitral award resulting from any arbitration.

(vii) All statements made and documents provided or exchanged in connection with the Dispute Resolution process described herein are confidential and neither Party shall disclose the existence or content of the Dispute, or the results of any dispute resolution process, to third parties other than outside counsel, except with the prior written consent of the other Party or pursuant to legal process.

(e) Each Party acknowledges that in the event of any actual or threatened breach of the provisions of any of Section 6.02 - Section 6.05, or Section 9.08, the remedy at law would not be adequate, and therefore injunctive or other interim relief may be sought immediately to restrain such breach. Upon appointment of the tribunal pursuant to Section 9.07(d) following any grant of interim relief by a court, the tribunal may affirm or disaffirm such relief, and the Parties shall seek modification or rescission of the court action as necessary to accord with the tribunal's decision.

(f) The Parties agree that money damages may not be a sufficient remedy for breach of this Agreement and that the non-breaching Party may, in addition to monetary damages, seek specific performance, injunctive relief or other equitable relief from a court of competent jurisdiction located in Cincinnati, Ohio, or New York, New York, as a remedy for, or to prevent, such breach, and only to avoid irreparable harm. Each of the remedies referenced in Section 9.07(e) or Section 9.07(f) shall be in addition to and not in lieu of or at the exclusion of any and all other remedies available to the non-breaching Party under this Agreement or at law.

Section 9.08. Confidentiality. In addition, and not in contravention, to the confidentiality provisions set forth in the GE Aviation Supplemental Terms and the Master Agreement, the Parties agree as follows:

(a) In connection with this Agreement, each Party (as to information disclosed, the “Disclosing Party”) may provide another Party (as to information received, the “Receiving Party”) with Confidential Information. “Confidential Information” means (a) all pricing for and Intellectual Property and Technology related to LM Products, Spare Parts, Engineering Licensed Tools, Engineering Tools Services, and Services, GE Aviation Background IP, GE Aviation Foreground IP, JV Partner Background IP, ADGTJV Foreground IP, and Joint Foreground IP, (b) all information that is designated in writing as “confidential” or “proprietary” by the Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as “confidential” or “proprietary” by the Disclosing Party at the time of oral disclosure and is confirmed to be “confidential” or “proprietary” in writing within ten (10) days after oral disclosure. The obligations of this Section 9.08 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its Representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its Representatives or its Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party with respect to such information; (iii) is independently developed by Receiving Party, its Representatives or its Affiliates, without reference to the Confidential Information as evidenced by written documents; or (iv) is approved for disclosure in writing by the Disclosing Party.

(b) The Receiving Party agrees, (i) to use the Confidential Information only in connection with this Agreement and permitted use(s) and maintenance of the LM Products, Spare Parts and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its Representatives who have a need to know such information for such Receiving Party to perform its obligations under this Agreement or in connection with the permitted use(s) and maintenance of the LM Products, Spare Parts and Services, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party further agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Section 9.08 before disclosing the Confidential Information.

(c) If the Receiving Party or any of its Affiliates or Representatives is required by Law, legal process or a Governmental Entity to disclose any Confidential Information, such Receiving Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Section 9.08. If, absent the entry of a protective order or other similar remedy, the Receiving Party is based on the advice of its counsel legally compelled to disclose such Confidential Information, such Receiving Party may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed.

(d) Upon written request of the Disclosing Party, the Receiving Party shall promptly at its option either: (i) return all Confidential Information disclosed to it or (ii) destroy (with such destruction certified in writing by the Disclosing Party) all Confidential Information, without retaining any copy thereof, except to the extent retention is necessary for the limited purpose to enable permitted use(s) and maintenance of the LM Products, Spare Parts and Services. No such termination of this Agreement or return or destruction of any Confidential Information will affect the confidentiality obligations of the Receiving Party all of which will continue in effect as provided in this Agreement.

Section 9.09. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 9.10. Assignment. No Party shall assign this Agreement without the prior written consent of ADGTJV (in the case of GE Aviation) or GE Aviation (in the case of ADGTJV or a JV Partner); provided, that, any Party may assign this Agreement, and all of its rights and obligations under this Agreement, at any time to an Affiliate that is capable of performing under this Agreement. Neither Alliance Party shall assign any PO hereunder without the prior written consent of the other Alliance Party; provided, that, either Alliance Party may assign a PO at any time to an Affiliate that is capable of performing under such PO. Any permitted assignee of a Party shall be bound by the terms and conditions of this Agreement.

Section 9.11. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Schedule are references to the Articles, Sections, paragraphs and Schedules of this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Agreement, including the Schedules hereto; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic mail form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) each Party has participated in the negotiation and drafting of this Agreement and all schedules and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions in any of this Agreement; (k) a reference to any Person includes such Person’s successors and permitted assigns; (l) any reference to “days” means calendar days unless Business Days are expressly specified; (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; (n) wherever a license is granted to BHGE hereunder, such license, and all applicable related rights and obligations under ARTICLE 6, shall be understood to cover and apply to BHGE and its Affiliates (in the case of any Person that is an Affiliate, only for so long as such Person remains an Affiliate, and provided that, notwithstanding anything in the definition of Affiliates to the contrary, a Person shall not constitute an Affiliate of BHGE for the purposes of this Section 9.11(n) unless at least sixty percent (60%) of the equity interests of such Person are owned by BHGE and its Affiliates); and (o) where a license is granted to GE Aviation and its Affiliates hereunder, such license shall be granted to such Affiliate only for so long as such Person remains an Affiliate of GE Aviation.

Section 9.12. Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or Representative of any Party shall have any liability for any obligations or liabilities of such Party under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.13. Subcontractor Flow Downs for United States Government Commercial Items Contracts. If LM Products, Spare Parts and Services being procured by ADGTJV are in support of a United States government end customer or an end customer funded in whole or part by the United States government, directly or through a prime contractor, ADGTJV shall expressly identify such use of any LM Product, Spare Part or Service in the PO at which time GE Aviation may choose to accept or reject the PO based on its ability to produce such parts or render such services in accordance with US government requirements. In such event, the Alliance Parties will agree to additional terms to be added to this Agreement to ensure such procurement complies with all relevant government regulations.

Section 9.14. Independent Contractors. The relationship of GE Aviation and ADGTJV established by this Agreement is that of independent contractors.

Section 9.15. Force Majeure. No Party shall be responsible to any other Party for any failure or delay in performing any of its obligations under this Agreement (including any POs issued hereunder) or for other nonperformance hereunder (excluding, in each case, the obligation to make payments when due) to the extent such delay or nonperformance is caused by an event that is objectively outside of the reasonable control of the impacted Party (or Parties), including fire, flood, earthquake, hurricane, act of God, war, act of terrorism, prolonged and unforeseeable unavailability of power or raw materials or supply, act or failure of the government of any country or of any local government. In such event, such affected Party (or Parties) shall use commercially reasonable efforts to resume performance of its obligations as soon as possible and minimize the impact of the force majeure event, and will keep the other relevant Parties informed of actions related thereto.

Section 9.16. Press Release and Public Statements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by GE and BHGE. No Party nor any Affiliate or Representative of any Party, shall make, issue or cause the publication of any press release or similar public announcement or otherwise communicate with any news media with respect to this Agreement or any of the terms hereof or any disputes arising from this Agreement, without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except (i) as a Party believes in good faith and based on advice of counsel is required by applicable Law or by

applicable rules of a national securities exchange or trading market on which such Party or its affiliates lists or trade securities (in which case the disclosing Party will (to the extent permitted by Law) use its commercially reasonable efforts to (a) advise the other Party before making such disclosure and (b) provide such other Party a reasonable opportunity to review and comment on such release or announcement, and consider in good faith any comments or positions on disclosure (including making redactions to preserve confidentiality) with respect thereto) and (ii) that after any press release or public announcement has been made in accordance with this Section 9.16, each Party may make further public statements, press releases, public announcements, investor presentations or calls, so long as such statements, press releases, public announcements, investor presentations or calls are consistent in all material respects with (and do not disclose Confidential Information or other non-public information contained in this Agreement other than information previously disclosed in) such previous statements, releases, public announcements, investor presentations or calls made jointly by BHGE and GE. Further, the Parties agree not to make any disparaging or defamatory public comments about the other Parties arising from actions under this Agreement.

Section 9.17. ADGTJV Dissolution.

(a) Upon any dissolution of ADGTJV after the JV Effective Date but prior to the Trigger Date, or if the JV Effective Date has not occurred as of the Trigger Date, then GE Aviation shall enter into a separate supply and technology development agreement with each of BHGE (the “BHGE Agreement”) and GE Power (the “GE Agreement”), on the same terms as those set forth herein (except for such changes as are necessary so that the BHGE Agreement no longer references GE Power and the GE Agreement no longer references BHGE, and which in the case of BHGE will be in all respects limited to the BHGE Field of Use and in the case of GE Power will be in all respects limited to the Power Field of Use). Following any such dissolution, or in the event the JV Effective Date does not occur, each of BHGE and GE Power shall be jointly and severally liable for the failure of ADGTJV to take any action required prior to the Trigger Date, and GE Aviation shall be liable to BHGE and GE Power for any breach of GE Aviation’s obligations to the ADGTJV hereunder.

(b) Upon a dissolution of ADGTJV after the Effective Date, then:

(i) If at the time of dissolution, GE Aviation has the right to terminate this Agreement in accordance with Section 4.02 (other than pursuant to Section 4.02(c)) under circumstances where GE Aviation is not entitled to terminate this Agreement for any other reason), then GE Aviation may terminate this Agreement under and in accordance with such Section.

(ii) If, at the time of dissolution, GE Aviation does not have the right to terminate this Agreement in accordance with Section 4.02 (other than pursuant to Section 4.02(c)), then GE Aviation shall enter into a separate supply and technology development agreement with each of BHGE and GE Power substantially the same as this Agreement (the “Replacement Agreements”), except for such changes as are necessary to reflect the Applicable Terms.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY, acting through its GE
Aviation business unit

By: /s/ Gary D. Mercer
Name: Gary D. Mercer
Title: Vice President & General Manager, Engineering

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

GENERAL ELECTRIC COMPANY, acting through its GE
Power business

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

SUPPLY AGREEMENT

dated as of November 13, 2018

between

GENERAL ELECTRIC COMPANY

and

BAKER HUGHES, A GE COMPANY, LLC

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	4
Section 1.01 Certain Defined Terms	4
ARTICLE II SCOPE	9
Section 2.01 Scope	9
ARTICLE III MUTUALLY EXCLUSIVE SUPPLY OF EXCLUSIVE PRODUCTS AND EXCLUSIVE SERVICES	9
Section 3.01 Commitment	9
Section 3.02 Supplying Commitment	10
Section 3.03 Termination of Exclusive Purchasing Commitment	10
Section 3.04 Termination of Exclusive Supplying Commitment	10
ARTICLE IV QUANTITIES AND PURCHASE ORDERS	11
Section 4.01 Forecasts	11
Section 4.02 Orders	11
Section 4.03 PO Contents	12
Section 4.04 Modifications and Scheduling POs	13
Section 4.05 Acceptance of POs	13
Section 4.06 Frame 5 Arrangements	14
ARTICLE V TERMS & CONDITIONS OF PURCHASE	14
Section 5.01 Terms & Conditions of Purchase	14
Section 5.02 Certain Intellectual Property	15
ARTICLE VI ALLOCATION OF LIABILITY	15
Section 6.01 Limitation of Liability	15
ARTICLE VII PRICING, PAYMENT TERMS AND INVOICING	15
Section 7.01 Pricing and Payment Terms	15
Section 7.02 Taxes	15
ARTICLE VIII TERM AND TERMINATION	16
Section 8.01 Term	16
Section 8.02 Termination Events	16
Section 8.03 Effect of Termination	18
ARTICLE IX GENERAL PROVISIONS	18
Section 9.01 Authority	18
Section 9.02 Notices	19

Section 9.03	Entire Agreement, Waiver and Modification	19
Section 9.04	No Third-Party Beneficiaries	19
Section 9.05	Compliance with Laws and Regulations	20
Section 9.06	2017 Supply Agreement	20
Section 9.07	Governing Law; Dispute Resolution	20
Section 9.08	Force Majeure	21
Section 9.09	Confidentiality	21
Section 9.10	Counterparts; Electronic Transmission of Signatures	22
Section 9.11	Survival	22
Section 9.12	Assignment	22
Section 9.13	Rules of Construction	22
Section 9.14	Non-Recourse	23
Section 9.15	Audit	23
Section 9.16	Export Law Compliance	23
Section 9.17	Severability	23
Section 9.18	Subcontractor Flow Downs for United States Government Commercial Items Contracts	23
Section 9.19	Independent Contractors	24

APPENDICES

Appendix 1	HDGT New Units
Appendix 2	HDGT Services
Appendix 3	HDGT Engineering Services
Appendix 4	Controls Products Services
Appendix 5	Frame 5 Parts and Components
Appendix 6	Certain Purchases and Manufactured Parts and Components as of the Date Hereof
Appendix 7	Distribution Agreement Term Sheets
Appendix 8	Supplier Terms
Appendix 9	GE and BHGE Respective Exceptions
Appendix 10	Competitors
Appendix 11	Frame 5 Pricing from Purchaser to Supplier

SUPPLY AGREEMENT

This Supply Agreement, dated as of November 13, 2018 (as amended, modified or supplemented from time to time in accordance with its terms, this "Supply Agreement"), is made by and between General Electric Company, a New York corporation ("GE"), acting through its GE Power business unit ("GE Power"), and legal entities operating on its behalf ("Supplier"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("BHGE LLC" or "Purchaser") on behalf of itself and its Affiliates (each a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Master Agreement, dated as of November 13, 2018, among General Electric Company, a New York corporation ("GE"), Baker Hughes, a GE Company, a Delaware corporation ("BHGE") and BHGE LLC (the "Master Agreement"), GE and BHGE desire to restructure their existing relationships to accommodate GE's intention to exit its ownership interest in BHGE over time;

WHEREAS, pursuant to the Master Agreement, the Parties intend to enter into a Distribution Agreement in respect of Exclusive Products and Exclusive Services;

WHEREAS, the Master Agreement requires delivery of this Supply Agreement on or prior to December 31, 2018;

WHEREAS, Supplier desires to supply to Purchaser and Purchaser desires to purchase from Supplier Exclusive Products and Exclusive Services; and

WHEREAS, the Parties desire that this Supply Agreement and any POs issued, acknowledged and agreed to by Supplier pursuant to this Supply Agreement establish the exclusive terms and conditions as to the transactions for Exclusive Products and Exclusive Services.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. The following capitalized terms used in this Supply Agreement shall have the meanings set forth below:

"Accepted PO" shall have the meaning set forth in Section 4.02.

"Additive Activities" shall have the meaning set forth in that certain Amended and Restated Non-Competition Agreement, dated as of November 13, 2018, between GE and BHGE (as amended, modified or supplemented from time to time).

“Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person; however, for purposes of this Supply Agreement, (i) BHGE and its Subsidiaries shall not be considered affiliates of GE and (ii) GE and its Subsidiaries (except for the Subsidiaries of BHGE) shall not be considered affiliates of BHGE.

“Amended and Restated Digital Agreement” shall mean that certain Amended and Restated GE Digital Master Products and Services Agreement, dated as of November 13, 2018, between GE Digital LLC and BHGE (as amended, modified or supplemented from time to time).

“Amended and Restated Stockholders Agreement” shall mean that certain Amended and Restated Stockholders Agreement, dated as of November 13, 2018, between GE and BHGE (as amended, modified or supplemented from time to time).

“Amended and Restated Trademark License” shall mean that certain Amended and Restated Trademark License, dated as of November 13, 2018, between GE and BHGE (as amended, modified or supplemented from time to time).

“BOP Equipment” shall mean the grouping of the equipment (generators, heat recovery steam generators, environmental control systems solutions boilers, auxiliary and ancillary mechanical and electrical equipment and components).

“Business Day” shall mean a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Change in Control” shall mean, (i) with respect to BHGE or GE Power, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of its assets (other than to an Affiliate) to a Competitor, (ii) with respect to BHGE, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of the assets of the Turbomachinery & Process Solutions (TPS) business unit (other than to an Affiliate) to a Competitor, (iii) with respect to GE Power, any sale, transfer, assignment or other disposition (directly or indirectly) by such Person, whether in a single transaction or series of related transactions, of all or substantially all of the assets of the gas power systems (GPS) and power services (PS) business units (other than to an Affiliate) to a Competitor, or (iv) with respect to BHGE or GE Power, any consolidation, merger or reorganization of such Person with or into another entity or any other transaction (whether by way of sales of assets or equity interest or otherwise) as a result of which the holders of a Competitor’s outstanding equity interests possessing the voting power (under ordinary circumstances) to elect a majority of such Competitor’s board of directors (or similar governing body) immediately prior to such transaction beneficially own, directly or indirectly, (A) a majority of the equity, voting, beneficial or financial interests of the surviving entity, (B) the right to appoint or remove a majority of the board of directors or members of an equivalent management body of the surviving entity, or (C) the power to direct or cause the direction of the management and policies of the surviving entity.

“Competitor” shall mean each of the Persons set forth on Appendix 10 or any of their respective Affiliates or any entity that acquires control of these Persons or the majority of such Person’s relevant assets.

“Control” or “Controlling” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Controls Products” shall mean the systems, equipment, parts and components and Services for the Mark VIe and Mark VIeS (other than, for the avoidance of doubt, technological upgrades that would require more than a *de minimis* new product introduction investment from Supplier) manufactured by Supplier for HDGTs, in each case as more particularly described on Appendix 4.

“Distribution Agreement” shall mean that certain Distribution Agreement to be entered into prior to the Effective Date by Supplier and Purchaser, substantially on the terms set forth in the Distribution Agreement Term Sheets.

“Distribution Agreement Term Sheets” shall mean the term sheets attached as Appendix 7 that summarize the principal terms of the Distribution Agreement in respect of the Exclusive Products and the Exclusive Services.

“Effective Date” shall mean the Trigger Date.

“Exclusive Services” shall mean (a) HDGT Services, (b) HDGT Engineering Services, (c) Frame 5 Parts and Components and (d) Controls Products.

“Exclusive Service Category” shall mean, with respect to HDGTs and related Services, in each of the following individual categories: (a) combustion capital parts, (b) hot gas path capital parts, (c) compressor rotors, air foils and associated components, (d) structures, (e) repair services, (f) without duplication, all other Services, (g) HDGT Engineering Services and (h) Controls Products, in each case, excluding any Frame 5 Parts and Components.

“Exclusive Products” shall mean HDGT New Units.

“Frame 5 Parts and Components” shall mean commercially available parts and components for Frame 5 heavy duty gas turbine models, in each case as more particularly described on Appendix 5.

“GE Digital Offerings” shall have the meaning as set forth in the Amended and Restated Digital Agreement.

“GE Digital Services” shall have the same meaning as the term “Services” in the Amended and Restated Digital Agreement.

“Governmental Entity” shall mean any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

“HDGTs” shall mean heavy duty gas turbine models that are classified as Frame 6B, Frame 6F.01, Frame 7E, Frame 9E, Frame 7F, Frame 9F, Frame 7HA and Frame 9HA in Supplier’s manufactured gas turbine product portfolio.

“HDGT BOP Services” shall mean Services in respect of HDGT NU BOP Equipment.

“HDGT Engineering Services” shall mean those engineering activities as more particularly described on Appendix 3.

“HDGT New Units” shall mean new HDGT assembles and the associated core engine control software thereof, in each case as more particularly described on Appendix 1, and, for the purpose of this definition, expressly excluding BOP Equipment associated with such HDGT assemblies.

“HDGT NU BOP” shall mean BOP Equipment in respect of HDGT New Units.

“HDGT Services” means Services in respect of HDGTs (including for all purposes of this definition (i) the associated control system in respect of any HDGT New Units and (ii) replacement of commercially available control system cards (like-for-like replacement) on BHGE’s installed base as of the date hereof (which shall be agreed to by the Parties and attached hereto within thirty (30) days of the date hereof), in each case, with respect to Mark V and Mark VIe control systems) and, to the extent supplied by Suppliers, HDGT BOP Services.

“Law” shall mean any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

“Master Agreement” shall have the meaning set forth in the Recitals.

“O&G Segment” shall mean customers operating in the oil and gas industry for which the application is one or more of the following oil and gas activities for mechanical drive and/or, to the extent provided in the sentence below, power generation: (i) drilling, evaluation, completion and/or production; (ii) liquefied natural gas; (iii) compression and boosting liquids in upstream, midstream and downstream; (iv) pipeline inspection and pipeline integrity management; (v) processing in refineries and petrochemical plants (including fertilizer plants), in each case, subject to the exclusivity provisions and the exceptions thereto set forth in the Distribution Agreement. The Parties acknowledge that the O&G Segment includes the opportunity to sell Exclusive Products and Exclusive Services to customers otherwise within the O&G Segment (pursuant to one of the clauses of the preceding sentence) where fifty percent (50%) or less of the power generated by such Exclusive Products or Exclusive Services will be dispatched to the grid, but not where more than fifty percent (50%) of such power generated will be dispatched to the grid, such latter case being exclusively an opportunity of Supplier, in each case, subject to the exclusivity provisions and the exceptions thereto set forth in the Distribution Agreement.

“Party” shall mean Supplier and Purchaser individually, and “Parties” means Supplier and Purchaser collectively, and, in each case, the legal entities operating on their behalf and entering into POs hereunder, and further in each case their permitted successors and assigns.

“Person” shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

“POs” shall mean purchase orders issued by Purchaser or any of its Affiliates to Supplier or any of its Affiliates for Exclusive Products or Exclusive Services during the Term.

“Purchaser” shall have the meaning set forth in the Preamble.

“Regardless of Cause or Action” shall mean (to the maximum extent permitted by applicable Law), regardless of: cause, fault, default, negligence in any form or degree, strict or absolute liability, breach of duty (statutory or otherwise) of any person, including in each of the foregoing cases of the indemnified person, unseaworthiness of any vessel, or any defect in any premises/vessel; for all of the above, whether pre-existing or not and whether the damages, liabilities, or claims of any kind result from contract, warranty, indemnity, tort/extra-contractual or strict liability, quasi contract, Law, or otherwise.

“Representatives” shall mean the applicable Party’s respective directors, officers, members, employees, representatives, agents, attorneys, consultants, contractors, accountants, financial advisors and other advisors.

“Services” shall mean (i) provision of commercially available parts and components, repairs, upgrades, conversions, modifications, technical advisory services and training, installation, commissioning, operations and maintenance and maintenance services and (ii) additional services and related ancillary and auxiliary equipment and BOP Equipment (where supplied by Supplier) in each case for similar purpose and intent at the same site; including for all of the above for the avoidance of doubt in connection with any contractual service agreements, long term supply agreements, supply agreements, maintenance management programs, operations and maintenance or similar services agreements; but excluding, in each case, for all purposes any GE Digital Offerings and GE Digital Services.

“Subsidiary” shall mean with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

“Supplier” shall have the meaning set forth in the Preamble.

“Supplier Sourcing Share” shall have the meaning set forth in Section 3.04(b).

“Supplier Terms” shall mean each applicable Supplier’s terms and conditions for the sale of Exclusive Products and the provision of Exclusive Services, and as attached as Appendix 8 (part 8-1 in respect of HDGT New Units and Controls Products and part 8-2 in

respect to HDGT Services), with such amendments, modifications and supplements to each such applicable terms as Supplier may adopt from time to time, but solely to the extent such amendments, modifications and supplements are required by applicable Law and agreed by the Parties (which shall be incorporated in the existing Supplier Terms applicable to this Supply Agreement as agreed to in writing by the Parties).

“Supply Agreement” shall have the meaning set forth in the Preamble.

“Tax” shall mean any federal, state, provincial, local, foreign or other tax, import, duty or other governmental charge or assessment or escheat payments, or deficiencies thereof, including income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, windfall profits, gross receipts, value added, sales, use, excise, custom duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, real and personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers’ compensation, payroll, health care, withholding, estimated or other similar tax and including all interest and penalties thereon and additions to tax.

“Term” shall have the meaning set forth in Section 8.01.

“Termination Date” shall mean the date on which this Supply Agreement is terminated under Section 8.02.

“Trigger Date” shall have the meaning as set forth in the Amended and Restated Stockholders Agreement, dated as of November 13, 2018, between GE and BHGE (as amended, modified or supplemented from time to time).

ARTICLE II

SCOPE

Section 2.01 Scope. This Supply Agreement shall apply to all POs issued by Purchaser or any of its Affiliates to Supplier or any of its Affiliates for Exclusive Products or Exclusive Services on or following the Effective Date during the Term in compliance with the terms of this Supply Agreement.

ARTICLE III

MUTUALLY EXCLUSIVE SUPPLY OF EXCLUSIVE PRODUCTS AND EXCLUSIVE SERVICES

Section 3.01 Commitment.

(a) Exclusivity. Pursuant to Section 3.01(b) and Section 3.02, and subject in each case to Section 3.03, during the Term, effective as of the Effective Date, Supplier or any of its Affiliates acting on its behalf shall sell to Purchaser, and Purchaser or any of its Affiliates acting on its behalf shall purchase from Supplier, as Purchaser’s sole supplier, one hundred percent (100%) of Purchaser’s requirements of Exclusive Products and Exclusive Services in the O&G Segment.

(b) Purchasing Commitment. Purchaser expressly covenants and agrees that, during the Term, Purchaser shall not obtain Exclusive Products or Exclusive Services from any source other than Supplier. Unless otherwise agreed to by the Parties, Purchaser will not, manufacture, purchase, sell or distribute Exclusive Products or Exclusive Services in conjunction with any original equipment manufacturers, and will exclusively source its requirements of such Exclusive Products or Exclusive Services from Supplier; provided, however, that the obligation contained in this Section 3.01(b) shall exclude (x) parts and components that Purchaser as of the date hereof makes independently or sources independently from third party suppliers as set forth on Appendix 6; and (y) for the avoidance of doubt, any types of Services that Purchaser as of the date hereof performs independently or subcontracts to third party suppliers.

Section 3.02 Supplying Commitment. At all times during the Term, Supplier agrees to (a) possess and maintain the necessary capacity, machinery, personnel and resources to sell to Purchaser or any of its Affiliates at least the volume of Exclusive Products and Exclusive Services set forth in all outstanding Accepted POs and (b) make reasonable efforts to possess and maintain the necessary capacity, machinery, personnel and resources to sell to Purchaser or any of its Affiliates the volume of Exclusive Products and Exclusive Services set forth in all outstanding Purchaser Forecasts, as defined below.

Section 3.03 Termination of Exclusive Purchasing Commitment. Without prejudice to any other rights or remedies to which Purchaser may be entitled under this Supply Agreement or applicable Law, including the right to seek damages, specific performance and/or injunctive relief, upon written notice to Supplier, Purchaser shall no longer be bound by Section 3.01(a) and Section 3.01(b) (i) if Supplier materially and repeatedly defaults on the performance of its obligations under (x) Section 3.01(a) or Section 3.02 or (y) the Distribution Agreement and, in each case, is not able to cure such default within sixty (60) days following written notice of such default from Purchaser or (ii) upon the occurrence of a Change in Control of GE Power; provided, that if Supplier disputes that the default has occurred, then senior management representatives of the Parties shall meet, no later than fifteen (15) days following delivery of written notice from one Party to the other Party requesting such meeting, to attempt to resolve such dispute. The Parties agree to use all reasonable efforts to fully resolve the dispute and to find a cure within the cure periods set forth above, and if not so resolved or cured, the termination shall become effective.

Section 3.04 Termination of Exclusive Supplying Commitment. Without prejudice to any other rights or remedies to which Supplier may be entitled under this Supply Agreement or applicable Law, including the right to seek damages, specific performance and injunctive relief, upon written notice to Purchaser, Supplier shall no longer be bound by Section 3.01(a) if:

(a) Purchaser materially and repeatedly defaults on the performance of its obligations under (i) Section 3.01(a) and Section 3.01(b) or (ii) the Distribution Agreement and, in each case, is not able to cure such default within sixty (60) days following written notice of such default from Supplier; provided, that if Purchaser disputes that the default has occurred,

then senior management representatives of the Parties shall meet, no later than fifteen (15) days following delivery of written notice from one Party to the other Party requesting such meeting, to attempt to resolve such dispute. The Parties agree to use all reasonable efforts to fully resolve the dispute and to find a cure within the cure periods set forth above, and if not so resolved or cured, such termination shall become effective;

(b) Purchaser reduces in any given twenty-four (24)-month period the Supplier Sourcing Share with respect to any Exclusive Service Category (that it purchases pursuant to this Supply Agreement) by thirty percent (30%) as compared to the Supplier Sourcing Share with respect to such Exclusive Service Category purchased from Supplier in the most recently completed twenty-four (24) month period in respect of such Exclusive Service Category during the applicable Term, and Supplier (i) has available capacity to supply such Exclusive Service Category pursuant to the Supply Agreement and (ii) is not in material breach of this Supply Agreement (which such breach is incapable of being satisfied or cured by the Supplier within thirty (30) calendar days following receipt of written notice from the Purchaser of such breach); provided, that Supplier shall no longer be bound by Section 3.01(a) only with respect to such Exclusive Service Category. Upon reasonable request from Supplier, Purchaser shall provide to Supplier, in reasonable detail, the Supplier Sourcing Costs Share with respect to applicable time periods. For purposes of this Section 3.04(b), "Supplier Sourcing Share" means the amount of the sourcing costs incurred by Purchaser with respect to any Exclusive Service Category purchased by Purchaser from Supplier in any given period of time divided by the aggregate amount of the sourcing costs (including costs internally incurred by Purchaser) as measured by the aggregate sales volume for such Exclusive Service Category sold by Purchaser in the same measurement period; or

(c) Upon the occurrence of a Change in Control of BHGE.

ARTICLE IV

QUANTITIES AND PURCHASE ORDERS

Section 4.01 Forecasts. Commencing on the first November following the Effective Date, and on each subsequent anniversary thereof, during the Term, Purchaser shall periodically provide Supplier with a rolling forecast setting forth its purchase requirements for the following calendar year for each Exclusive Product and Exclusive Product Service (each a "Purchaser Forecast"). Purchaser shall provide at least quarterly updates to a Purchaser Forecast in the event there are material changes in a Purchaser Forecast. In addition, Purchaser and Supplier agree to meet every quarter to discuss Purchaser's forecasting and strategic plans so that the Parties can coordinate with respect to upcoming annual inventory needs.

Section 4.02 Orders. Purchaser shall deliver POs for the quantities of Exclusive Products or Exclusive Services Purchaser desires to purchase hereunder to standard lead time and cycle time targets (which targets the Parties shall agree to prior to the Effective Date), and shall be in effect for the following thirty-six (36) months of the Term in respect of the Exclusive Services and for twenty-four (24) months with respect to Exclusive Products. If the Parties are unable to agree to standard lead time and cycle time targets prior to the Effective Date, then such standard lead times and cycle time targets will be determined by mediation with a mutually

agreed upon mediator, and such determination led by the mediator shall be final and binding for the Parties for any such lead times and cycle time targets agreed to by the Parties in such mediation). The PO shall represent a binding commitment by Purchaser to purchase and, upon written acknowledgement of the PO (each, an "Accepted PO"), a binding commitment by Supplier to supply such Exclusive Product or Exclusive Product Service. For the avoidance of doubt, Supplier has an obligation to accept and acknowledge all POs from Purchaser that comply with the terms of this Supply Agreement and the Supplier Terms, in each case without modification, following agreement by Supplier on technical specifications in respect of such PO. Notwithstanding anything contained in this Supply Agreement or any PO, unless otherwise expressly agreed upon by the Parties in writing, no modification of this Supply Agreement shall be effected by the use of any Accepted PO or other form containing any terms and/or conditions that are inconsistent with those of this Supply Agreement (other than modifications as agreed to in accordance with Section 4.03(h)). The Parties hereby acknowledge and agree that, unless otherwise expressly agreed upon by the Parties in writing, any such inconsistent terms and conditions (other than modifications as agreed to in accordance with Section 4.03(h)) shall be void and of no force or effect against the Parties and in the event of any conflict between the terms and conditions contained in this Supply Agreement and any terms and conditions contained in any Accepted PO or other form, the terms and conditions contained in this Supply Agreement and the applicable Supplier Terms shall govern. The Steering Committee (as defined in the Distribution Agreement) shall review every one year during the Term established lead times and cycle times for Exclusive Products and Exclusive Services and shall implement any agreed modifications.

Section 4.03 PO Contents. POs issued by Purchaser or any of its Affiliates pursuant to this Supply Agreement shall contain:

- (a) a PO number;
- (b) an Exclusive Product or Exclusive Services description or reference and scope of supply;
- (c) the requested delivery date or dates or delivery forecast and delivery terms if different from the terms set forth in the applied Supplier Terms;
- (d) the applicable prices as determined in accordance with Section 7.01 of this Supply Agreement or as otherwise agreed in writing between the Parties;
- (e) the quantities to be released for delivery;
- (f) any applicable technical requirements;
- (g) any clauses required by applicable Law;
- (h) any clauses requested by Purchaser, including to comply with its customer terms, that are different from the Supplier Terms, which will be highlighted in the PO in order to ensure that Supplier is aware of and can expressly agree to and comply with such clauses; provided that any such different clauses accepted by Supplier must be expressly identified in Supplier's acknowledgement of the PO by clause or sub-clause number (as applicable); provided, further, that, in each case, Supplier is not required to agree to any such Purchaser requests; and

(i) a statement on the face of the PO that reads as follows: “The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Supply Agreement entered into by General Electric Company, a New York corporation, on behalf of its GE Power business, and Baker Hughes, a GE company, LLC, a Delaware limited liability company on November 13, 2018”; provided that the terms of this Supply Agreement shall apply notwithstanding the absence of such statement on the face of any PO between the Parties during the Term of this Supply Agreement.

Section 4.04 Modifications and Scheduling POs.

(a) All delivery dates, shipping instructions, quantities ordered and other like terms of an Accepted PO may be revised upon the issuance by Purchaser to Supplier of a change order in writing; provided that any and all changes set forth in such change orders must first be mutually agreed to by and between Purchaser and Supplier. If any such change results in an increase or decrease in the cost or time required for the performance of the work under the Accepted PO, there shall be a mutually agreed equitable adjustment of the Accepted PO price and the scheduled delivery date(s). Purchaser shall pay for all documented work that Supplier commenced for which Supplier has incurred costs under the Accepted PO prior to any quantities being decreased, provided that Supplier shall take commercially reasonable efforts to reduce such costs by re-using parts and components to the extent possible in its HDGT manufacturing business. Supplier shall not be obligated to proceed with any requested changed or extra work, or other terms, until the price of such change and its effect on the scheduled delivery date(s) have been agreed upon and effected by a change order.

(b) Supplier agrees to provide a general schedule (with detail reasonably sufficient for the complexity of the scope of supply of the application to Purchaser to verify the progress in light of Supplier’s commitment) and confirmation of completion/shipment date(s) at the time a PO is placed and accepted; provided that none of these schedules or confirmations shall modify any applicable agreed delivery date(s) set forth in the relevant POs as accepted by Supplier. Subject to appropriate safeguards for the protection of Supplier’s proprietary information and upon reasonable advance request, Supplier also agrees to allow Purchaser’s staff regular access to its facilities to review the Accepted PO status and quality, and to provide a monthly report on schedule status. In the event that any portion of Exclusive Products or Exclusive Services falls behind agreed delivery schedule in respect of the applicable Accepted PO, Supplier shall (i) without prejudice to Purchaser’s rights under the Supplier Terms, provide periodic written reasonably detailed report on action items as needed with regard to the status of the Accepted PO completion and (ii) allow for on-site expediting by Purchaser or an agent appointed by them.

Section 4.05 Acceptance of POs. All POs, acceptances, change orders and other writings or electronic communications between the Parties, regardless of whether stated on the face of the PO or not, shall be governed by this Supply Agreement.

Section 4.06 Frame 5 Arrangements. From the Effective Date, Supplier shall (a) deliver Frame 5 heavy duty gas turbine nozzles (of the type supplied to Purchaser as of the date hereof from GE Hungary's facility in Veresegyhaz, Hungary or such other facility of GE Power that can provide such nozzles) (the "Frame 5 Nozzles") (including any of Purchaser's finished goods inventory as of such delivery date) FCA GE Hungary's facility in Veresegyhaz, Hungary or such other facility of GE Power that can provide such Frame 5 Nozzles (Incoterms 2010) that Purchaser may order and (b) Purchaser shall sell to Seller, on a non-exclusive, non-committed supply basis, on such other terms as set forth in that certain Amended and Restated Supply Agreement, dated as of November 13, 2018, between BHGE and GE (whereby BHGE supplies GE with certain Seller Goods (as defined therein)) certain (x) equipment, parts and components and (y) equipment, parts and components for upgrades, in each case, for Frame 5 heavy duty gas turbine models at the applicable prices set forth on Appendix 11.

ARTICLE V

TERMS & CONDITIONS OF PURCHASE

Section 5.01 Terms & Conditions of Purchase.

(a) Purchases made by Purchaser of Exclusive Products or Exclusive Services shall be subject to the following:

(i) the terms of this Supply Agreement;

(ii) the applicable Supplier Terms; and

(iii) any additional terms contained in POs issued hereunder (including, on a PO by PO basis, any modifications to the Supplier Terms that the Parties may, from time to time, agree to in writing following negotiations as may be required to meet the specification and contractual requirements of Purchaser or Purchaser's end customer).

(b) In the event of a conflict in the construction of a PO, the following order of precedence will prevail:

(i) the terms of this Supply Agreement, excluding the applicable Supplier Terms;

(ii) the applicable Supplier Terms subject to any modifications pursuant to any Accepted PO agreed in accordance with Section 4.03(h);

(iii) subject to the limitations set forth in Section 5.02, Supplier's software license for the license of Supplier's software;

(iv) subject to the limitations set forth in Section 4.02, the terms of any Accepted POs issued hereunder; and

(v) drawings, specifications and related documents specifically incorporated by reference herein or in any PO.

Section 5.02 Certain Intellectual Property. Any terms and conditions relating to intellectual property rights set forth in (a) this Supply Agreement, (b) any Accepted POs issued hereunder or (c) the Supplier Terms that are inconsistent with the terms and conditions contained in the Distribution Agreement, shall be subordinate to the terms of the latter.

ARTICLE VI

ALLOCATION OF LIABILITY

Section 6.01 Limitation of Liability. Notwithstanding anything to the contrary contained in this Supply Agreement or the applicable Supplier Terms, the Parties hereby agree that neither Purchaser nor Supplier shall be liable to the other for any loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating cost, or any consequential, indirect, incidental, special or punitive damages Regardless of Cause or Action or claims of Purchaser or Purchaser's customers or Supplier or Supplier's other customers for the foregoing types of damages.

ARTICLE VII

PRICING, PAYMENT TERMS AND INVOICING

Section 7.01 Pricing and Payment Terms. Pricing for Exclusive Products and Exclusive Services shall be based on the methodology set forth on Appendix 1, Appendix 2, Appendix 3, Appendix 4 and Appendix 5. Charges in addition to those determined by the applicable pricing methodology shall be agreed to in writing by Purchaser and Supplier. The Steering Committee (as defined in the Distribution Agreement) shall periodically review pricing for Exclusive Products and Exclusive Services and shall consider any modifications necessitated by engineering and fleet costs, changes in product configuration or product specifications.

Section 7.02 Taxes.

(a) Pricing for Exclusive Products and Exclusive Services is exclusive of, and Purchaser shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Exclusive Products or Exclusive Services purchased by Purchaser pursuant to this Supply Agreement; provided that (i) to the extent such Taxes are required to be collected and remitted by Supplier, Purchaser shall pay such Taxes to such Supplier upon receipt of an invoice from such Supplier (if applicable, accompanied by documentation related to a claim made by a tax authority) and (ii) for the avoidance of doubt, such pricing shall be inclusive of, and Supplier shall bear, any income and similar Taxes imposed on or payable by Supplier. Supplier will cooperate with Purchaser with respect to any reasonable request to modify the process for the issuance of an invoice to allow Purchaser to reclaim taxes from the appropriate Tax authority.

(b) Cooperation The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 7.02.

ARTICLE VIII

TERM AND TERMINATION

Section 8.01 Term. The term of this Supply Agreement (a) with respect to the supply and purchase of HDGT New Units, shall commence on the Effective Date and, unless earlier terminated pursuant to Section 8.02, shall continue for a period of sixty (60) months (the "HDGT New Units Initial Term"), (b) (i) with respect to the provision of HDGT Services, Controls Products and Frame 5 Parts and Components, shall commence on the Effective Date and, unless earlier terminated pursuant to Section 8.02, shall continue for a period that is the later of (x) the twenty (20) year anniversary of this Supply Agreement or (y) the operating service life of the HDGT in respect of which each HDGT Service, Controls Product or Frame 5 Part and Component relates (collectively, "Exclusive Services Initial Term") and (c) with respect to the provision of HDGT Engineering Services, shall commence on the Effective Date and, unless earlier terminated pursuant to Section 8.02, shall continue for a period of five (5) years (the "Engineering Services Original Term"). Following the Engineering Services Original Term, this Supply Agreement shall automatically renew solely with respect to the supply of HDGT Engineering Services for an additional term of five (5) years (together with the Engineering Services Original Term, the "Engineering Services Initial Term"). Six (6) months prior to the expiration of each of the HDGT Units Initial Term, the Exclusive Services Initial Term and the Engineering Services Initial Term, the Parties shall commence good faith discussions for a written extension of such term taking into consideration all prior supply and sourcing arrangements between the Parties. The HDGT Units Initial Term, the Exclusive Services Initial Term, the Engineering Services Initial Term, as applicable, plus any renewal term(s) are herein referred to as the "Term". Upon the Termination Date, the terms of this Supply Agreement shall continue to govern all Accepted POs governed by this Supply Agreement that are entered into between the Parties prior to the Termination Date.

Section 8.02 Termination Events.

(a) Mutual Agreement. This Supply Agreement may be terminated upon the mutual written agreement of the Parties.

(b) Bankruptcy, Insolvency. Either Party may terminate this Supply Agreement immediately by written notice to the other Party upon the occurrence of any of the following events: (i) the other Party is or becomes insolvent or unable to pay its debts as they become due within the meaning of the United States Bankruptcy Code (or any successor statute) or any analogous foreign statute; (ii) the other Party appoints or has appointed a receiver for all or substantially all of its assets, or makes an assignment for the benefit of its creditors; (iii) the other Party files a voluntary petition under the United States Bankruptcy Code (or any successor statute) or any analogous foreign statute; or (iv) the other Party has filed against it an involuntary petition under the United States Bankruptcy Code (or any successor statute) or any analogous foreign statute, and such petition is not dismissed within ninety (90) days.

(c) Termination for Material Breach.

(i) In the event of a material breach by a Party of its other obligations hereunder (a "Material Breach"), the other Party (the "Non-breaching Party") shall provide written notice to the first Party (the "Breaching Party") as soon as reasonably practicable after the Non-breaching Party becomes aware of the occurrence of such Material Breach, which notice shall contain a description of such Material Breach in reasonable detail (a "Notice of Material Breach"). The failure or delay of the Non-breaching Party in delivery of a Notice of Material Breach shall not be deemed a waiver of any rights of the Non-breaching Party unless and to the extent such failure or delay materially and adversely affects the Breaching Party's ability to cure such Material Breach. For the avoidance of doubt, any breach of the exclusivity provisions under Section 3.03 or Section 3.04 shall constitute a Material Breach for purposes of this Section 8.02(c) and shall be addressed solely as set forth in Section 3.03 or Section 3.04, as applicable.

(ii) The Breaching Party shall have the automatic right during forty five (45) day period in respect of a Material Breach following receipt of a Notice of Material Breach to cure such material breach (the "Initial Cure Period"). Any efforts by the Breaching Party to cure shall not be deemed an admission that the Breaching Party has committed a Material Breach. If the Breaching Party has promptly and diligently taken reasonable steps to cure but such cure has not been completed within the Initial Cure Period, then the period to cure shall be extended for a commercially reasonable time not to exceed thirty (30) days in respect of a Material Breach to enable such cure to be completed (the "Extended Cure Period"), provided that, the cure period shall not be extended if, notwithstanding all reasonable efforts, such cure could not be affected within the Extended Cure Period.

(iii) If the Breaching Party disputes that a Material Breach has occurred, or if a cure is not possible within the Initial Cure Period (or, if applicable, the Extended Cure Period), then senior management representatives of the Parties shall meet, no later than fifteen (15) days following delivery of written notice from one Party to the other Party requesting such meeting, to attempt to resolve such dispute. The Parties agree to use all reasonable efforts to fully resolve the dispute and to find a cure within the Initial Cure Period (or, if applicable, the Extended Cure Period). The Parties may extend the duration of such dispute resolution proceedings for such period of time as may be mutually agreed in writing. If the Parties have not resolved such dispute by the end of thirty (30) days following the written notice requesting a dispute resolution meeting of senior management, then the Non-breaching Party may terminate the Supply Agreement by delivering written notice to such effect to the Breaching Party (the "Notice of Termination"). Termination shall be without prejudice to any rights or remedies to which Supplier or Purchaser may be entitled under this Supply Agreement or applicable Law, including the right to seek damages, specific performance and/or injunctive relief.

(d) Breaches of Accepted POs. For the avoidance of doubt, the breach of an individual Accepted PO shall not constitute a breach of this Supply Agreement; provided, however, Supplier may terminate this Supply Agreement upon notice to Purchaser: (i) for material and repeated breaches of Accepted POs (other than payment obligations under such Accepted PO) by Purchaser that Purchaser has not cured within one hundred eighty (180) days following written notice of default from Supplier, or (ii) defaults by Purchaser of its payment obligations under any Accepted POs, for outstanding undisputed amounts, from time to time, individually or in the aggregate, in excess of (A) \$20 million for Exclusive Products and (B) \$10 million for Exclusive Services, excluding agreed rejected materials or settled delivery issues.

(e) Termination of the Distribution Agreement. For the avoidance of doubt, this Supply Agreement shall not terminate (i) upon a termination of the Exclusive Products Appointment or the Exclusive Services Appointment (each as defined in the Distribution Agreement) or (ii) the termination of Supplier's or Purchaser's obligations under Section 3.01(a) or Section 3.01(b), respectively.

Section 8.03 Effect of Termination.

(a) Subject to Section 8.03(b), the expiration or earlier termination of this Supply Agreement shall not relieve any Party of any of its rights or liabilities arising prior to or upon such expiration or earlier termination, including under any pending Accepted POs executed between the Parties.

(b) Upon expiration or termination of this Supply Agreement, Purchaser's use of the name and trademarks of GE and/or its Affiliates, including the words "General Electric" or "GE" with respect to Exclusive Products and in connection with the provision of Exclusive Services shall be governed by the Amended and Restated Trademark License.

(c) The acceptance of any PO from, or the sale or provision of any Exclusive Products or Exclusive Services to Purchaser, after the expiration or termination of this Supply Agreement shall not be construed as a renewal or extension hereof, nor as a waiver of termination, but in the absence of a written agreement signed by one of the authorized representatives of Supplier herein, all such transactions shall be governed by provisions identical to the provisions of this Supply Agreement.

(d) Upon a termination of the Supply Agreement pursuant to Section 8.02(d), the Parties will use reasonable efforts to enter into a new supply agreement for Exclusive Products and Exclusive Services on terms that reflect pricing, standard terms, lead times and product scope consistent with the supply relationship of the Parties prior to the Effective Date.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Authority. Each Party represents that it has full power and authority to enter into and perform this Supply Agreement. Each Party represents that those persons signing this Supply Agreement on behalf of such Party are duly authorized Representatives of such Party and properly empowered to execute this Supply Agreement.

Section 9.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 9.02.

(a) If to Supplier:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (203) 286-2181
Email: jim.waterbury@ge.com

(b) If to Purchaser:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

Section 9.03 Entire Agreement, Waiver and Modification. This Supply Agreement, the applicable Supplier Terms and any Accepted POs issued hereunder are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof shall be binding upon a Party unless made in writing and executed by an authorized Representative of such Party.

Section 9.04 No Third-Party Beneficiaries. This Supply Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Supply Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of Supplier or Purchaser, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Supply Agreement.

Section 9.05 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Supply Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party. Each Party will comply with its own business code of conduct.

Section 9.06 2017 Supply Agreement. Effective as of the Effective Date, no Exclusive Product or Exclusive Service offered pursuant to this Supply Agreement shall be available for supply or purchase (as applicable) under the Amended and Restated Supply Agreement, dated as of November 13, 2018, between GE and BHGE.

Section 9.07 Governing Law; Dispute Resolution.

(a) This Supply Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

(b) The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Any dispute arising out of or in connection with this Supply Agreement or any POs issued under it between Purchaser and Supplier should be resolved as rapidly as reasonably possible pursuant to good faith discussion between the respective project or transaction level employees. If a dispute cannot be resolved between the project or transaction level employees within four (4) weeks of the dispute arising, the project or transaction level employees should submit the dispute to senior leadership of their respective businesses for resolution. If the dispute is nonetheless unresolved, the dispute resolutions procedures in (d) below shall apply.

(d) Any dispute arising out of or in connection with this Supply Agreement or an individual Accepted PO that cannot be settled by the negotiation procedure set forth in Section 9.07(c) shall be resolved in accordance with the dispute resolution provision in Supplier Terms.

(e) In the event of a breach of the covenants contained in Section 3.01(a) and Section 3.01(b), in addition to any other right or remedy afforded to the non-breaching Party under this Supply Agreement or under any applicable Law, (i) Supplier and Purchaser acknowledge and agree that it would be extremely difficult to accurately determine the amount of damages suffered by the non-breaching Party as a result of such breach and (ii) the Parties further agree that money damages may not be a sufficient remedy for any breach of the foregoing covenant, and that the non-breaching Party also shall be entitled to seek specific performance, injunctive relief or other equitable relief as a remedy for any such breach without the necessity of posting a bond or other security, except as may be expressly mandated under any applicable Law. Each of the foregoing remedies shall be in addition to and not in lieu of or at the exclusion of any and all other remedies available to the non-breaching Party under this Supply Agreement or at law or equity.

Section 9.08 Force Majeure. Neither Party shall be liable or considered in breach of its obligations under this Supply Agreement to the extent that such Party's performance is delayed or prevented, directly or indirectly, by any cause objectively beyond its reasonable control or reasonable planning, or by armed conflict, acts or threats of terrorism, epidemics, strikes, or acts or omissions of any governmental authority. If a force majeure event of the nature described above occurs, the schedule for such Party's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to promptly overcome the effect of the event.

Section 9.09 Confidentiality. In addition, and not in contravention, to the confidentiality provisions set forth in the Supplier Terms, the Parties agree as follows:

(a) In connection with this Supply Agreement, Supplier and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other Party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all pricing for Exclusive Products or Exclusive Services, (b) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this Section 9.09(a) shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its Representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its Representatives or its Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party with respect to such information; (iii) is independently developed by Receiving Party, its Representatives or its Affiliates, without reference to the Confidential Information as evidenced by written documents; or (iv) is approved for disclosure in writing by the Disclosing Party.

(b) The Receiving Party agrees, (i) to use the Confidential Information only in connection with this Supply Agreement and permitted use(s) and in connection with Exclusive Products and Exclusive Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its Representatives who have a need to know such information for such Party to perform its obligations under this Supply Agreement or in connection with the permitted use(s), including resale of HDGT New Units and HDGT Services to Purchaser's customers and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party further agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms comparable to this Section 9.09(b) before disclosing the Confidential Information.

(c) If the Receiving Party or any of its Affiliates or Representatives is required by Law, legal process or a Governmental Entity to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Section 9.09. If, absent the entry of a protective order or other similar remedy, the Receiving Party is based on the advice of its counsel legally compelled to disclose such Confidential Information, such Party may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed.

(d) Upon written request of the Disclosing Party, the Receiving Party shall promptly at its option either: (i) return all Confidential Information disclosed to it or (ii) destroy (with such destruction certified in writing by the Disclosing Party) all Confidential Information, without retaining any copy thereof, except to the extent retention is necessary for the limited purpose to enable permitted use(s) and maintenance of Exclusive Products and Exclusive Services. No such termination of this Supply Agreement or return or destruction of any Confidential Information will affect the confidentiality obligations of the Receiving Party all of which will continue in effect as provided in this Supply Agreement.

(e) No Party shall make any press release or similar public announcement with respect to this Supply Agreement or any of the matters referred to herein.

Section 9.10 Counterparts; Electronic Transmission of Signatures. This Supply Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 9.11 Survival. The provisions of Article V, Article VI, Article VII, Article VIII and Article IX of this Supply Agreement shall survive its termination.

Section 9.12 Assignment. Neither Purchaser nor Supplier shall be entitled to assign this Supply Agreement or any PO that incorporates this Supply Agreement to a third party non-Affiliate without the prior written consent of the other Party. Any assignee of Supplier or Purchaser shall be bound by the terms and conditions of this Supply Agreement.

Section 9.13 Rules of Construction. Interpretation of this Supply Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Appendix are references to the Articles, Sections, paragraphs and Appendices of this Supply Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Supply Agreement, including the Appendices and Exhibits hereto; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Supply Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic mail form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Supply Agreement are for reference purposes only and shall not affect in any way the meaning or

interpretation of this Supply Agreement; (j) Supplier and Purchaser have each participated in the negotiation and drafting of this Supply Agreement and all appendices and if an ambiguity or question of interpretation should arise, this Supply Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Supply Agreement; (k) a reference to any Person includes such Person's successors and permitted assigns; (l) any reference to "days" means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Supply Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 9.14 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or Representative of Supplier or Purchaser shall have any liability for any obligations or liabilities of such Party under this Supply Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.15 Audit. Supplier shall maintain a complete and correct set of records pertaining to expenses and other reimbursable costs that have been invoiced to Purchaser pursuant to the provision of Exclusive Products or Exclusive Services under this Supply Agreement and compliance with Law (if Exclusive Products or Exclusive Services being procured are in support of a United States government end customer or an end customer funded in whole or in part by the United States government) applicable to Supplier's performance under this Supply Agreement (the "Records"). During the Term of this Supply Agreement and for 12-months from such expiration or termination, upon reasonable prior notice and during normal business hours, at Purchaser's election and expense, to conduct one reasonable audit of the Records of Supplier through an audit conducted by an independent third party auditor. Supplier shall take all reasonable measures to ensure the safety of any auditor who is present on its premises.

Section 9.16 Export Law Compliance. Each Party shall be responsible for their compliance with applicable United States (or other jurisdictions as applicable) export laws, rules and regulations as related to their performance under this Supply Agreement.

Section 9.17 Severability. The invalidity or unenforceability of any term or provision of this Supply Agreement shall not affect the validity or enforceability of the remaining terms and provisions hereof and each provision of this Supply Agreement shall be valid and enforceable to the fullest extent permitted by Law.

Section 9.18 Subcontractor Flow Downs for United States Government Commercial Items Contracts. If Exclusive Products or Exclusive Services being procured by Purchaser are in support of a United States government end customer or an end customer funded in whole or part by the United States government, directly or through a prime contractor, Purchaser shall expressly identify such use of any Exclusive Product or Exclusive Product Service in the PO and as necessary will agree to include compliance as necessary with the terms and conditions applicable to services procured for the United States government located at the following link: <http://www.gesupplier.com/html/GEpolicies.htm>.

Section 9.19 Independent Contractors. The relationship of Supplier and Purchaser established by this Supply Agreement is that of independent contractors.

IN WITNESS WHEREOF, the Parties have caused this Supply Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

Project Panda
 Exclusive Distributor Agreement (Exclusive Products)
 Term Sheet

The following summarizes the principal terms of an Exclusive Distributor Agreement (the “Distribution Agreement”), proposed to be entered into among General Electric Company, a New York corporation, acting through its GE Power business unit (“GE Power”), and legal entities operating on its behalf, and Baker Hughes, a GE company, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (“BHGE”), pursuant to which GE Power will appoint BHGE, acting through its Affiliates to be its exclusive distributor of the Exclusive Products (as defined below) within the O&G Segment. GE Power shall sell to BHGE, and BHGE shall purchase from GE Power, as BHGE’s sole supplier, 100% of BHGE’s requirements of Exclusive Products pursuant to that certain HDGT Supply Agreement, dated as of November 13, 2018, between GE Power and BHGE (the “Supply Agreement”).

<p>Exclusivity</p>	<p>For the duration of the Term of the Distribution Agreement, in compliance with applicable Law, GE Power will appoint BHGE to be its exclusive distributor (exclusive also vis-à-vis GE Power) for the Exclusive Products within the O&G Segment (and BHGE may not provide, directly or indirectly, the Exclusive Products outside of the O&G Segment). In each case, such distribution exclusivity will require the same commitment as the supply and purchase exclusivity set forth in Section 3.01(a) and Section 3.02 of the Supply Agreement.</p> <p>The above exclusivity is subject to the following exceptions, where GE Power will have exclusivity (vis-à-vis BHGE):</p> <ul style="list-style-type: none"> • Opportunities to sell non-mechanical drive F (excluding 6F.01) HDGTs and HA HDGTs to customers within the O&G Segment including natural gas-based fertilizer customers; • Opportunities to sell HDGTs to customers within the O&G Segment where more than 50% of the power generated by such Exclusive Products will be dispatched to the grid; and • Opportunities to sell HDGTs to independent power producers (“IPPs”) end users within the O&G Segment that sell power to such IPPs’ end user, unless such end user specifies an American Petroleum Institute configuration. <p>In addition:</p> <ul style="list-style-type: none"> • BHGE shall have a non-exclusive right to purchase GE Power’s BOP Equipment in respect of Exclusive Products under the terms of the Supply Agreement. • GE Power shall have the right to communicate with customers within the O&G Segment that purchase gas turbines with a maximum rating of less than 20MW for plants at or below 25MW total plant size (“<u>Low MW HDGTs</u>”) from BHGE
---------------------------	--

	<p>for the purpose of providing products and services other than heavy duty gas turbines;</p> <p>For the avoidance of doubt, (a) sales within the O&G Segment of Low MW HDGTs are exclusive to BHGE and (b) sales outside of the O&G Segment of Low MW HDGTs shall be non-exclusive to either Party.</p> <ul style="list-style-type: none"> • BHGE shall be prohibited from manufacturing, purchasing or distributing HDGT spare parts in conjunction with any original equipment manufacturers within the O&G Segment, and will exclusively source such HDGT spare parts from GE Power; <u>provided, however</u>, that this obligation shall exclude parts and components that BHGE currently manufactures or sources independently from third party suppliers as set forth on an appendix to the Supply Agreement; and any types of Services that Purchaser as of the date hereof performs independently or subcontracts to third party suppliers. • The Parties acknowledge that the O&G Segment includes the opportunity to sell Exclusive Products to customers otherwise within the O&G Segment where fifty percent (50%) or less of the power generated by such Exclusive Products will be dispatched to the grid, but not where more than fifty percent (50%) of such power generated will be dispatched to the grid, such latter case being exclusively an opportunity of Supplier, in each case, subject to the exclusivity provisions and the exceptions thereto set forth in the Distribution Agreement. <p>BHGE will provide GE Power a customary right of first refusal to participate on any BHGE NPI development of heavy duty gas turbines.</p>
<p>Steering Committee</p>	<p>The parties shall establish no later than thirty (30) days following the date of the Distribution Agreement a governance council (a “<u>Steering Committee</u>”) that will oversee all aspects of the relationships contemplated by the Distribution Agreement. Each Party shall designate four (4) (or such other number as the parties mutually agree) persons to serve as members of such Steering Committee, which such persons shall be the respective Marketing or Sales Executives and Product Leadership Executives (collectively, the “<u>Senior Sales Leaders</u>”) of GE Power and BHGE, respectively.</p> <p>From time to time, as required, at mutually agreed locations or telephonically, but no less than quarterly, the Steering Committee shall meet to review, among other things:</p> <ul style="list-style-type: none"> • the prices of the Exclusive Products as provided in the Supply Agreement; • standard lead times and cycle time targets as provided in the Supply Agreement; • developments of HDGT New Units and Control Products, in each case, that are natural extensions or derivatives of such (“<u>Derivatives</u>”); and if BHGE elects to include such Derivatives in the Exclusive Products, the Steering Committee shall

	<p>discuss in good faith any adjustment to the pricing for the supply of such Derivatives;</p> <ul style="list-style-type: none"> • potential adoption by BHGE of a control product that is a technological upgrade that contemplates more than a de minimis new product introduction investment from Supplier or its affiliates (<i>e.g.</i>, a Mark VII) and its exclusive use in BHGE’s installed base, in each case subject to agreement on the scope of such exclusivity and pricing for such adoption, supply and exclusivity; and • any disputes between the parties. <p>The review, approval or disapproval of all decisions by the Steering Committee shall be made by unanimous consent of the members of the Steering Committee.</p> <p>The Steering Committee shall have the power to mediate disputes between or among the Senior Sales Leaders of GE Power and BHGE. In the event the Steering Committee does not reach agreement with respect to any dispute that requires a resolution, the Steering Committee may be enlarged to include additional members, which such persons shall be the P&L VP, CFO, General Manager or Vice President of GE Power and BHGE, respectively, in order to reach such resolution.</p>
Term	The term of the Distribution Agreement shall commence on the Trigger Date (as defined in the Amended and Restated Stockholders Agreement) and, unless earlier terminated, shall continue for a period of five years (the “ Term ”). Six months prior to the expiration of the Term, the parties shall commence good faith discussion regarding an extension of the Distribution Agreement in line with all prior supply and sourcing arrangements between the parties.
Business Associates	GE Power will not be restricted from entering into new agreements with business associates (“ BA s”) outside of the O&G Segment and maintaining its BA arrangements within the O&G Segment (i) as described in the Channel Agreement (Schedule A) and (ii) as existed on July 3, 2017.
Termination	The exclusivity arrangements under this Distribution Agreement may be terminated pursuant to Section 3.03, Section 3.04 or Article VIII, as applicable, of the Supply Agreement.
Engineering	<p>Technical and commercial support in ITO and pre-ITO (pre-RFP) will be provided free of charge through GE Power’s sales organization (for the avoidance of doubt, such services are the services 1 to 7 per the attached APPENDIX 3 entitled “HDGT Engineering Services Guidelines”).</p> <p>Specific engineering studies will be charged on a cost plus basis, with margin at 10%.</p>

	BHGE will be granted access to GE Power's engineering resources for the purpose of addressing customer field issues, on a cost plus basis (margin at 10%). Per the attached appendix entitled "Engineering Services Guidelines Attachment", engineering services will be provided on a cost-plus basis (margin at 10%).
Intellectual Property	Any intellectual property in respect of Exclusive Products shall be governed by the Amended and Restated Intellectual Property Cross License, dated as of November 13, 2018, between GE and BHGE.
Definitions	Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Supply Agreement.
Other Terms	All other terms and conditions necessary for a final Distribution Agreement and related agreements (<i>e.g.</i> , Termination, Applicable Law, Dispute Resolution, Construction, etc.) shall be as per the Supply Agreement.

Project Panda
 Exclusive Distributor Agreement (Exclusive Services)
 Term Sheet

The following summarizes the principal terms of an Exclusive Distributor Agreement (the “Distribution Agreement”), proposed to be entered into among General Electric Company, a New York corporation (“GE”), acting through its GE Power business unit (“GE Power”), and legal entities operating on its behalf, and Baker Hughes, a GE company, LLC, a Delaware limited liability company, on behalf of itself and its Affiliates (“BHGE”), pursuant to which GE Power will appoint BHGE, acting through its Affiliates to be its exclusive distributor of the Exclusive Services (as defined below) within the O&G Segment. GE Power shall sell to BHGE, and BHGE shall purchase from GE Power, as BHGE’s sole supplier, 100% of BHGE’s requirements of Exclusive Services pursuant to that certain HDGT Supply Agreement, dated as of November 13, 2018, between GE Power and BHGE (the “Supply Agreement”).

<p>Exclusivity</p>	<p>For the duration of the Term of the Distribution Agreement, in compliance with applicable Law, GE Power will appoint BHGE to be its exclusive distributor (exclusive also vis-à-vis GE Power) for the Exclusive Services within the O&G Segment. In each case, such distribution exclusivity will require the same commitment as the supply and purchase exclusivity set forth in <u>Section 3.01(a)</u> and <u>Section 3.02</u> of the Supply Agreement.</p> <p>The above exclusivity is subject to the following exceptions, where GE Power will have exclusivity (vis-à-vis BHGE):</p> <ol style="list-style-type: none"> 1. Opportunities to provide products and services for F and HA HDGTs and corresponding balance of plant (<i>i.e.</i>, Power Island equipment) (other than 6F.01 HDGTs and any F and HA HDGTs with a mechanical drive) within the O&G Segment; 2. Opportunities to provide products and services within the O&G Segment for gas turbine-based power generation plant equipment and other original equipment manufacturer Power Island equipment where more than 50% of the power generated will be dispatched to the grid; 3. Opportunities to provide products and services to independent power producers (“<u>IPPs</u>”) that sell power to such IPPs’ end users within the O&G Segment, unless such end user within the O&G Segment specifies an American Petroleum Institute configuration; and 4. Opportunities to provide products and services to certain heavy duty gas turbines in GE Power’s installed base within the O&G Segment as listed on Appendix 9-1 to the Supply Agreement. <p>In addition:</p> <ul style="list-style-type: none"> • BHGE may not provide, directly or indirectly, Exclusive Services outside of the
---------------------------	---

	<p>O&G Segment except to the extent BHGE is providing such Exclusive Services to certain heavy duty gas turbines in BHGE's installed base as listed on Appendix 9-2 to the Supply Agreement.</p> <ul style="list-style-type: none"> • GE Power shall have the right to communicate with customers within the O&G Segment that purchase gas turbines with a maximum rating of less than 20MW for plants at or below 25MW total plant size ("<u>Low MW HDGTs</u>") from BHGE for the purpose of providing products and services other than heavy duty gas turbines; <p style="padding-left: 40px;">For the avoidance of doubt, (a) sales within the O&G Segment of Low MW HDGTs are exclusive to BHGE and (b) sales outside of the O&G Segment of Low MW HDGTs shall be non-exclusive to either Party.</p> <ul style="list-style-type: none"> • BHGE shall be prohibited from manufacturing, purchasing or distributing Exclusive Services in conjunction with any original equipment manufacturers within the O&G Segment, and will exclusively source such Exclusive Services from GE Power; provided, however, that this obligation shall exclude parts and components that BHGE currently manufactures or sources independently from third party suppliers as set forth on an appendix to the Supply Agreement; and any types of Services that Purchaser as of the date hereof performs independently or subcontracts to third party suppliers. • The Parties acknowledge that the O&G Segment includes the opportunity to sell Exclusive Services to customers otherwise within the O&G Segment where fifty percent (50%) or less of the power generated by such Exclusive Services will be dispatched to the grid, but not where more than fifty percent (50%) of such power generated will be dispatched to the grid, such latter case being exclusively an opportunity of Supplier, in each case, subject to the exclusivity provisions and the exceptions thereto set forth in the Distribution Agreement. <p>BHGE will provide GE Power a customary right of first refusal to participate on any BHGE new product introduction ("<u>NPI</u>") development of heavy duty gas turbines.</p>
<p>Steering Committee</p>	<p>The parties shall establish no later than thirty (30) days following the date of the Distribution Agreement a governance council (a "<u>Steering Committee</u>") that will oversee all aspects of the relationships contemplated by the Distribution Agreement. Each Party shall designate four (4) (or such other number as the parties mutually agree) persons to serve as members of such Steering Committee, which such persons shall be the respective Marketing or Sales Executives and Product Leadership Executives (collectively, the "<u>Senior Sales Leaders</u>") of GE Power and BHGE, respectively.</p> <p>From time to time, as required, at mutually agreed locations or telephonically, but no less than quarterly, the Steering Committee shall meet to review, among other</p>

	<p>things:</p> <ul style="list-style-type: none"> • the prices of the Exclusive Services as provided in the Supply Agreement; • standard lead times and cycle time targets as provided in the Supply Agreement; and • any disputes between the parties. <p>The review, approval or disapproval of all decisions by the Steering Committee shall be made by unanimous consent of the members of the Steering Committee.</p> <p>The Steering Committee shall have the power to mediate disputes between or among the Senior Sales Leaders of GE Power and BHGE. In the event the Steering Committee does not reach agreement with respect to any dispute that requires a resolution, the Steering Committee may be enlarged to include additional members, which such persons shall be the P&L VP, CFO, General Manager or Vice President of GE Power and BHGE, respectively, in order to reach such resolution.</p>
Term	<p>The term of the Distribution Agreement shall commence on the Trigger Date (as defined in the Amended and Restated Stockholders Agreement) and, unless earlier terminated, shall continue for the later of (x) the twenty (20) year anniversary of the Distribution Agreement or (y) the operating service life of the HDGT in respect of which each Service relates (the “<u>Term</u>”). Six months prior to the expiration of the Term, the parties shall commence good faith discussion regarding an extension of the Distribution Agreement in line with all prior supply and sourcing arrangements between the parties.</p>
Business Associates	<p>GE Power will not be restricted from entering into new agreements with business associates (“<u>BA</u>s”) outside of the O&G Segment and maintaining its BA arrangements within the O&G Segment (i) as described in the Channel Agreement (Schedule A) and (ii) as existed on July 3, 2017.</p>
Termination	<p>The exclusivity arrangements under this Distribution Agreement may be terminated pursuant to Section 3.03, Section 3.04 or Article VIII, as applicable, of the Supply Agreement.</p>
Engineering	<p>Technical and commercial support in ITO and pre-ITO (pre-RFP) will be provided free of charge through GE Power’s sales organization.</p> <p>Specific engineering studies will be charged on a cost plus basis (margin at 10%).</p> <p>BHGE will be granted access to GE Power’s engineering resources for the purpose of addressing customer field issues, on a cost plus basis (margin at 10%). Per the</p>

	attached appendix entitled “Engineering Services Guidelines Attachment”, engineering services will be provided on a cost-plus basis (margin at 10%).
Intellectual Property	Any intellectual property in respect of Exclusive Services shall be governed by the Amended and Restated Intellectual Property Cross License, dated as of November 13, 2018, between GE and BHGE.
Frame 3/Frame 5 License	<p>Further, GE Power and BHGE shall enter into an amendment (“<u>Amendment</u>”) to that certain Agreement between Nuovo Pignone s.p.a. (“<u>Nuovo Pignone</u>”) and GE relating to Heavy Duty Gas Turbines, dated November 10, 1995, that certain Technical Assistance Agreement between GE and Nuovo Pignone dated August 31, 1995 and that certain Manufacturing Associate Agreement between GE and Nuovo Pignone dated April 8, 1988 (collectively, the “<u>Nuovo Pignone Agreements</u>”) as necessary to reflect the terms set forth herein whereby GE Power shall grant to BHGE the following:</p> <ol style="list-style-type: none"> 1. A worldwide, perpetual, non-transferrable, non-sublicensable (except as noted below), license under GE Power’s intellectual property for the Frame 3 and Frame 5 gas turbine in the O&G Segment to develop, make, have made, use, sell, commercialize and provide Services for, (i) Frame 3 and Frame 5 gas turbines and (ii) parts and components for use in Frame 3 and Frame 5 gas turbines (such license, the “<u>License</u>”), with Access to Technology (as defined below). “Access to Technology” shall mean, in connection with the License, access to Frame 3 and Frame 5 Engineering Licensed Tools (as defined therein) of GE Power pursuant to Section 6.05 of that certain Supply and Technology Development Agreement, dated as of November 13, 2018, by and among GE, acting through its GE Aviation business unit and the legal entities operating on its behalf, BHGE LLC and GE, on behalf of its GE Power business (the “<u>JV Supply Agreement</u>”); <u>provided, however</u>, Access to Technology shall be limited to BHGE and shall be non-transferrable, and no separate access to GE Power technology shall be granted; and <u>provided, further</u>, that the License shall not change or affect the scope or terms of any access to technology granted under the JV Supply Agreement. BHGE may permit its suppliers, contractors, distributors and consultants to exercise any or all of the rights and licenses granted to BHGE under the foregoing license on behalf of and at the direction of BHGE (and not for the benefit of such suppliers, contractors and consultants) and may request consent from GE Power to grant permissions to other third parties to exercise any or all of the rights and licenses granted to BHGE under the foregoing license, such consent not to be unreasonably withheld or delayed by GE Power. <p>Such license shall be exclusive (also vis-à-vis GE Power), in each case of (i) and (ii), solely within the O&G Segment (excluding where GE Power has exclusivity pursuant to the Exclusivity section herein (“<u>GE Power Exclusive Field</u>”)). The foregoing license shall be exclusive for a period of twenty (20) years commencing on the Effective Date (“<u>License Term</u>”),</p>

	<p>after which time the foregoing license shall be non-exclusive; <u>provided, however</u>, that such exclusivity shall terminate if (a) the Supplier Sourcing Share in respect of Frame 5 Parts and Components (as calculated pursuant to Section 3.04(b) of the Supply Agreement) reduces in any given twenty-four (24) month period during such License Term by 30% as compared to such Supplier Sourcing Share with respect to such Frame 5 Part and Component purchased from Supplier in the most recently completed twenty-four (24) month period during such License Term (a "<u>Triggering Reduction</u>") or (b) upon the occurrence of a Change in Control of BHGE (a "<u>Change of Control</u>") (such termination as a result of a Triggering Reduction or a Change of Control, in each case, a "<u>Termination of Exclusivity</u>"). The Parties agree that a Termination of Exclusivity shall be the sole and exclusive remedy for GE Power with respect to a Triggering Reduction or a Change of Control.</p> <p>The foregoing exclusivity shall be subject to GE Power retaining the limited right to develop, make, have made, supply and use (such use limited for the purposes set forth in clause (ii) below) Frame 3 and Frame 5 gas turbine parts and components to (i) perform its obligations under the Supply Agreement and (ii) service its installed base of heavy duty gas turbines fleet as listed on Appendix 9-1 to the Supply Agreement. For the avoidance of doubt, GE retains all rights within the GE Power Exclusive Field, including all rights to make, have made, supply, sell and use components for use in Frame 3 and Frame 5 gas turbines in the GE Power Exclusive Field. GE Power will consult with BHGE in good faith with respect to any NPIs in respect of Frame 3 and Frame 5 Parts and Components resulting from GE Power's development activities under the foregoing license retention. Further, GE Power's sublicensing of such rights in the GE Power Exclusive Field shall be subject to a right of first offer in favor of BHGE (on reasonably customary terms with reasonable customary timing) to perform such sublicensed service.</p> <p>Payments for the licenses above shall be equal to BHGE's ongoing payment obligations to GE pursuant to the Nuovo Pignone Agreements. The exclusivity granted to BHGE in the license above shall be subject to any licenses with third parties existing as of the date of the Supply Agreement, which shall be listed in a schedule to be agreed upon.</p> <p>If a final FR3/FR5 License between the Parties is not agreed upon by the Trigger Date, the terms included in this Section "FR3/FR5 License" of the term sheet shall become definitive between the Parties.</p>
Non-GE Components	<p>Each Party shall have the right to create their own supply chain for their respective segments by working directly with qualified suppliers for parts/components that GE Power or BHGE currently purchase fully from external suppliers for such segments (e.g., auxiliary skids, instrumentation, etc.). The parties shall identify the list of such parts and services for which they can maintain/establish a supply chain, which shall be strictly for their respective segment. BHGE shall require all suppliers to restrict their use of any GE Power intellectual property to be used</p>

	solely for the O&G Segment. Each Party shall grant access to each other's technical specs and supplier base as needed.
Technology Obsolescence	<p>If GE Power determines that parts/components are obsolete and GE Power will no longer supply such obsolete parts/component or a reasonable replacement or alternative part/component, then GE Power will provide to BHGE a nonexclusive, perpetual, worldwide, license for such parts/component at a mutually agreeable price.</p> <p>The foregoing shall not apply where parts/components have been upgraded and the prior parts/components are no longer commercially available.</p>
Definitions	Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Supply Agreement.
Other Terms	All other terms and conditions necessary for a final Distribution Agreement and related agreements (<i>e.g.</i> , Termination, Applicable Law, Dispute Resolution, Construction, etc.) shall be as per the Supply Agreement.

**AMENDED AND RESTATED
STOCKHOLDERS AGREEMENT**

dated as of

November 13, 2018

between

BAKER HUGHES, A GE COMPANY

and

GENERAL ELECTRIC COMPANY

Table of Contents

	<u>Page</u>
ARTICLE I DEFINITIONS	1
1.1 Certain Definitions	1
1.2 Other Terms	5
ARTICLE II TERM	6
2.1 Term and Termination	6
ARTICLE III CORPORATE GOVERNANCE MATTERS	7
3.1 Board Composition	7
3.2 Director Nomination Rights	7
3.3 Committees of the Company Board	8
3.4 Compliance with Organizational Documents	9
3.5 GE Agreement to Vote	9
ARTICLE IV OTHER AGREEMENTS	10
4.1 Confidentiality	10
4.2 Restrictions on Transferability and Acquisitions	12
4.3 Preemptive Rights	14
4.4 No Violations	16
4.5 Related Party Transactions	16
4.6 GE Policies	17
ARTICLE V FINANCIAL AND OTHER INFORMATION	17
5.1 Annual and Quarterly Financial Information; GE's Operating Reviews	17
5.2 GE Public Filings	18
5.3 Other Financial Reporting Matters	19
5.4 Exchange of Information	23
5.5 Ownership of Information	24
5.6 Compensation for Providing Information	24
5.7 Record Retention	24
5.8 Liability	24
5.9 Other Agreements Providing for Exchange of Information	25
5.10 Production of Witnesses; Records; Cooperation	25
5.11 Privilege	26
ARTICLE VI DISPUTE RESOLUTION	26
6.1 General Provisions	26
6.2 Consideration by Senior Executive and Conflicts Committee	27

Table of Contents
(Continued)

	<u>Page</u>
6.3 Attorneys' Fees and Costs	27
ARTICLE VII MISCELLANEOUS	27
7.1 Corporate Power; Fiduciary Duty	27
7.2 Governing Law	27
7.3 Force Majeure	27
7.4 Notices	28
7.5 Severability	28
7.6 Entire Agreement	28
7.7 Assignment; No Third-Party Beneficiaries	29
7.8 Amendment; Waiver	29
7.9 Interpretations	29
7.10 Privileged Matters	30
7.11 Counterparts; Electronic Transmission of Signatures	31
7.12 Enforceable by the Conflicts Committee	31
SCHEDULE 4.5(B) RELATED PARTY TRANSACTIONS POLICY	1
I. GENERAL REQUIREMENTS FOR RELATED PARTY TRANSACTIONS	1
II. REPORTING PROCESS FOR RELATED PARTY TRANSACTIONS INVOLVING THE GE GROUP	
III. REVIEW PROCESS FOR RELATED PARTY TRANSACTIONS	2
SCHEDULE 7.10(A)	1
SCHEDULE 7.10(E)	1

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

AMENDED AND RESTATED STOCKHOLDERS AGREEMENT, dated as of November 13, 2018 (this “Agreement”), between General Electric Company, a New York corporation (“GE”) and Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation (the “Company”). Certain terms used in this Agreement are defined in Section 1.1.

WITNESSETH:

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation (“BHI”), the Company, and Bear MergerSub, Inc., a Delaware corporation (“Merger Sub”), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, the Company, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the “Transaction Agreement”), GE and BHI have agreed to combine GE O&G (as defined in the Transaction Agreement) with BHI and have effected or agreed to effect the Transactions (as defined herein);

WHEREAS, pursuant to the Transactions contemplated by the Transaction Agreement, GE holds 100% of the issued and outstanding Class B Common Stock (as defined herein), constituting approximately 62.5% of the voting power of the issued and outstanding shares of Company Common Stock (as defined herein);

WHEREAS, GE and the Company entered into a Stockholders Agreement, dated as of July 3, 2017 (the “Original Effective Date”), as amended by the Amendment to the Stockholders Agreement, dated as of October 2, 2017 (together, the “Original Agreement”) in order to, *inter alia*, (i) set forth certain of their rights, duties and obligations as a result of the Transactions contemplated by the Transaction Agreement; (ii) provide for the management, operation and governance of the Company; and (iii) set forth restrictions on certain activities in respect of the Company Common Stock, corporate governance, and other related corporate matters; and

WHEREAS, GE and the Company (having received the approval of the Conflicts Committee) desire to amend and restate the Original Agreement in its entirety and provide for the rights and preferences set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Action” means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international Governmental Entity or any arbitration or mediation tribunal.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person; provided, however, that GE shall not be deemed to be an Affiliate of the Company or any of its Subsidiaries for purposes of this Agreement and neither the Company nor any of its Subsidiaries shall be deemed to be an Affiliate of GE or any of GE’s Subsidiaries (other than the Company and its Subsidiaries) for purposes of this Agreement.

“Amended and Restated Bylaws” means the Amended and Restated Bylaws of the Company, as amended from time to time.

“beneficially own” means, with respect to Company Common Stock, having “beneficial ownership” of such stock for purposes of Rule 13d-3 or 13d-5 promulgated under the Exchange Act, without giving effect to the limiting phrase “within sixty days” set forth in Rule 13d-3(1)(i). The terms “beneficial owner” and “beneficial ownership” shall have correlative meanings.

“Business Day” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Charter” means the Amended and Restated Certificate of Incorporation of the Company, as amended from time to time.

“Class A Common Stock” means the Class A common stock, \$0.0001 par value per share, of the Company.

“Class B Common Stock” means the Class B common stock, par value \$0.0001 per share, of the Company.

“Closing” has the meaning ascribed thereto in the Transaction Agreement.

“Company Board” means the board of directors of the Company.

“Company Common Stock” means, collectively, the Class A Common Stock and the Class B Common Stock.

“Company Group” means the Company, each Subsidiary of the Company from and after the Closing (in each case so long as such Subsidiary remains a Subsidiary of the Company) and each other Person that is controlled either directly or indirectly by the Company immediately after the Closing (in each case for so long as such Person continues to be controlled either directly or indirectly by the Company).

“Company Independent Director” means each director of the Company who (i) is an Independent Director and (ii) without limiting (i), (A) is not a GE Designee, (B) is not a current or former (x) member of the board of directors of GE or (y) officer or employee of any member

of the GE Group, (C) does not have and has not had any other substantial relationship with any member of the GE Group and (D) is designated by the Governance & Nominating Committee as a Company Independent Director.

“Company Securities” means (i) the Company Common Stock, (ii) any preferred stock of the Company, (iii) any other common stock issued by the Company and (iv) any securities convertible into or exchangeable for, or options, warrants or other rights to acquire, Company Common Stock or any other common or preferred stock issued by the Company.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

“Exchange Agreement” means that certain Exchange Agreement, dated as of the Original Effective Date, among GE, the Company and Newco LLC, as amended from time to time.

“Force Majeure” means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

“GAAP” means United States generally accepted accounting principles.

“GE Annual Statements” means the audited annual financial statements and annual reports to shareholders of any GE Group member.

“GE Group” means GE and each Person (other than any member of the Company Group) that is an Affiliate of GE from and after the Closing.

“GE O&G Subsidiary” has the meaning ascribed thereto in the Transaction Agreement.

“Governmental Entity” means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

“Group” means the GE Group or the Company Group, as the context requires.

“Independent Director” means a director who is independent under NYSE listing rules.

“Information” means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other Software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their

direction (including attorney work product), and other technical, financial, employee or business information or data.

“Law” means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

“Liabilities” means any debt, loss, damage, adverse claim, liability or obligation of any Person (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

“Newco LLC” means Baker Hughes, a GE company, LLC, a Delaware limited liability company.

“Newco LLC Agreement” means that certain Amended and Restated Limited Liability Company Agreement, dated as of the Original Effective Date, among Newco LLC and its members, as amended from time to time.

“NYSE” means the New York Stock Exchange.

“Other Stockholder” means a holder of Company Common Stock that is not a member of the GE Group.

“Parties” means GE and the Company.

“Person” means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

“Pro Rata Portion” means, with respect to GE, on any issuance date for Company Securities, the number of Company Securities equal to the product of (i) the total number of Company Securities to be issued by the Company on such date and (ii) the fraction determined by dividing (x) the number of shares of Company Common Stock owned by GE immediately prior to such issuance by (y) the total number of shares of Company Common Stock outstanding on such date immediately prior to such issuance.

“Ratings Agencies” means Moody’s Investors Service and Standard & Poor’s.

“Related Party Transaction” means any transaction between any member of the Company Group, on the one hand, and any member of the GE Group, or any director, officer, employee or “associate” (as defined in Rule 12b-2 promulgated under the Exchange Act) of any member of the GE Group, on the other hand.

“SEC” means the Securities and Exchange Commission.

“Securities Act” means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

“Software” means the object and source code versions of computer programs and associated documentation, training materials and configurations to use and modify such programs, including programmer, administrator, end user and other documentation.

“Subsidiary” means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

“Tax” has the meaning ascribed thereto in the Transaction Agreement.

“Transaction Documents” means, collectively, this Agreement, the Transaction Agreement, the Ancillary Agreements (as defined in the Transaction Agreement) and the Long-Term Ancillary Agreements (as defined in the Transaction Agreement).

“Transactions” has the meaning ascribed thereto in the Transaction Agreement.

“Transfer” means, directly or indirectly (whether by merger, operation of law or otherwise), to sell, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber any direct or indirect economic, voting or other rights in or to any Company Common Stock, including by means of (i) the Transfer of an interest in a Person that directly or indirectly holds such Company Common Stock or (ii) a hedge, swap or other derivative. “Transferred” and “Transferring” shall have correlative meanings.

“Trigger Date” means the later of (i) July 3, 2019 and (ii) the first date on which members of the GE Group cease to beneficially own more than fifty percent (50%) of the voting power of the outstanding Company Common Stock.

1.2 Other Terms. For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated.

Term	Section
20% Trigger Date Agreement	3.2(a)
BHI	Preamble
Company	Recitals
Company Auditors	Preamble
Company Confidential Information	5.3(h)(i)
Company Information	4.1(a)
Company Public Documents	5.3(g)
Company’s Knowledge	5.3(d)
Conflicts Committee	4.4(a)
Dispute	3.3(d)
Excluded Securities	6.1(a)
	4.3(a)

Term	Section
Governance & Nominating Committee	3.3(c)
GE	Preamble
GE Auditors	5.3(h)(i)
GE Confidential Information	4.1(b)
GE Designee	3.2(a)
GE Directors	3.1(a)
GE Policies	4.6(a)
GE Public Filings	5.2
GE's Knowledge	4.4(b)
Initial BHI Directors	3.1(a)
Initial Notice	6.2
Issuance Notice	4.3(b)
Lockup Period	4.2(a)(i)
Non-GE Designee	3.2(e)
Non-GE Directors	3.1(a)
Non-Privileged Deal Communications	7.10(c)
organizational documents	3.4
Original Agreement	Recitals
Original Effective Date	Recitals
Privilege	5.11
Privileged Communications	7.10(a)
Privileged Deal Communications	7.10(b)
Related Party Transactions Policy	4.5(b)
Representatives	4.1(a)
Response	6.2

ARTICLE II

TERM

2.1 Term and Termination. This Agreement is effective as of the Original Effective Date and shall terminate automatically in the event that the GE Group (a) no longer owns any shares of Company Common Stock or (b) owns 100% of the outstanding shares of Company Common Stock. Notwithstanding the foregoing, (a) the provisions of Section 4.1, Section 5.6, Section 5.7, Section 5.8, Section 5.10, Section 5.11, Article VI and Article VII shall survive the termination of this Agreement and (b) the provisions of Section 5.1 and Section 5.2 shall survive the termination of this Agreement for so long as any member of the GE Group is required, in accordance with GAAP or SEC reporting requirements and by virtue of its equity ownership in the Company, to include financial or other information about the Company Group in its financial statements, but only to the extent (x) directly relating to such financial or other information about the Company Group that any member of the GE Group is so required to include in its financial statements and (y) relating to a fiscal year in which members of the GE Group beneficially owned at least 10% of the outstanding shares of Company Common Stock on any date during such fiscal year.

ARTICLE III

CORPORATE GOVERNANCE MATTERS

3.1 Board Composition.

(a) The Company Board shall initially consist of eleven (11) members comprised of (i) six (6) directors, including the chairman of the Company Board, designated by GE in accordance with the Transaction Agreement (collectively, with their successors, the “GE Directors”), (ii) the Chief Executive Officer of BHI immediately prior to the Original Effective Date, and (iii) four (4) directors that are Independent Directors designated by BHI, and reasonably acceptable to GE, in accordance with the Transaction Agreement (collectively with (ii), the “Initial BHI Directors” and together with the successors of (ii) and (iii) appointed pursuant to this Agreement, who will be Company Independent Directors, the “Non-GE Directors”). On the date hereof, the Company Board shall consist of nine (9) members.

(b) For the avoidance of doubt, until the Trigger Date, the proportion of GE Directors to Non-GE Directors shall remain the same as that set forth in Section 3.1(a); provided, however, it being understood and agreed that the proportion of GE Directors and Non-GE Directors relative to the entire Company Board may decrease as a result of increases in the size of the Company Board to implement director designation rights granted to a seller or target company in connection with an arm’s length merger of or acquisition by any member of the Company Group.

3.2 Director Nomination Rights.

(a) In connection with any annual or special meeting of the stockholders of the Company at which directors shall be elected, (i) until the Trigger Date, GE shall have the right to designate five (5) persons for nomination by the Company Board for election to the Company Board and (ii) following the Trigger Date, but prior to the first date on which members of the GE Group cease to beneficially own at least twenty percent (20%) of the voting power of the outstanding Company Common Stock (the “20% Trigger Date”), GE shall have the right to designate one (1) person for nomination by the Company Board for election to the Company Board (each person so designated pursuant to (i) or (ii), a “GE Designee”). Subject to the first sentence of this Section 3.2(a), GE shall have full authority and ability to nominate, elect and remove the GE Designees. GE shall not designate any person to be a GE Designee who it believes does not meet the requirements for director nominees as set forth in the applicable policies of the Company relating to director qualification from time to time. The Company Board shall promptly and in good faith consider each GE Designee designated pursuant to this Section 3.2(a), applying the same standards as shall be applied for the consideration of other proposed nominees of the Company Board. In the event that the Company Board fails to approve the nomination of any GE Designee, GE shall have the right to designate an alternative GE Designee for consideration. For the avoidance of doubt, current or former employment of any GE Designee by GE or any of its Subsidiaries or service by any such GE Designee on the board of directors of GE or any of its Subsidiaries shall not disqualify such individual from serving on the Company Board as a GE Designee.

(b) Notwithstanding Section 3.2(a), until the Trigger Date, if the size of the Company Board shall, with GE's prior written approval or otherwise, be increased or decreased, GE shall have the right to designate one or more GE Designees to the Company Board such that the total number of GE Directors on the Company Board shall be proportional (rounded up to the nearest whole number) to the number of GE Directors on the Company Board set forth in Section 3.1(a).

(c) The Company shall cause each GE Designee and Non-GE Designee whose nomination has been approved to be included in the slate of nominees recommended by the Company Board to holders of Company Common Stock for election (including at any special meeting of stockholders held for the election of directors) and shall use its best efforts to cause the election of each such GE Designee and Non-GE Designee, including soliciting proxies in favor of the election of such persons.

(d) As to any GE Director designated pursuant to Section 3.2(a) (including clause (ii) thereof), in the event that such GE Director shall cease to serve as a director for any reason, and so long as GE has the right to designate such director, the vacancy resulting therefrom shall be filled by the Company Board with a substitute GE Director.

(e) From and after the Original Effective Date, in the event of a vacancy on the Company Board upon the death, resignation, retirement, disqualification, removal from office or other cause of any director who was not a GE Designee, the Governance & Nominating Committee shall have the sole right to fill such vacancy or designate a person for nomination for election to the Company Board to fill such vacancy (each such person, a "Non-GE Designee"); provided that with respect to any filling of vacancy or designation prior to the 20% Trigger Date, such individual is reasonably acceptable to GE.

(f) Until the Trigger Date, the Company shall avail itself of all available "controlled company" exceptions to the corporate governance listing standards of the NYSE, and, thereafter, the Company shall comply with the corporate governance listing standards of the NYSE, including those relating to the composition of the committees of the Company Board.

(g) For the avoidance of doubt, (i) GE shall have the right, in its sole discretion, to waive any and all of the rights granted to it under this Section 3.2, by delivery of written notice to the Company in accordance with Section 7.4, (ii) on (or prior to, but only effective upon) the Trigger Date and the 20% Trigger Date, each GE Designee shall deliver his or her resignation from the Company Board for consideration by the Conflicts Committee (provided, that one GE Designee, as designated by GE, shall be exempt from the requirements of this clause (ii) where the Trigger Date has occurred without the 20% Trigger Date also contemporaneously occurring) and (iii) GE shall have no right to designate a GE Designee after the 20% Trigger Date.

3.3 Committees of the Company Board.

(a) Audit Committee. The Company shall cause the Audit Committee of the Company Board to consist of three (3) directors, including at least one (1) Company Independent Director.

(b) Compensation Committee. The Company shall cause the Compensation Committee of the Company Board to consist of at least one (1) Non-GE Director.

(c) Governance & Nominating Committee. The Company shall cause the Governance & Nominating Committee of the Company Board ("Governance & Nominating Committee") to consist of five (5) directors, including at least three (3) Company Independent Directors.

(d) Conflicts Committee. The Governance & Nominating Committee shall have a subcommittee (the "Conflicts Committee") consisting solely of the Company Independent Directors. The Conflicts Committee (including, without limitation, in connection with any transactions under Section 4.2 or Section 4.5) shall be fully empowered to obtain assistance from employees of the Company, including its legal and financial staff, to retain independent legal, financial and other advisors as the committee deems reasonably necessary and to not approve any transaction or other matter submitted to the committee for approval (and such non-approval shall be binding on the Company Board), and shall have the authority and responsibilities set forth in this Agreement and as may otherwise be delegated to the Conflicts Committee by the Governance & Nominating Committee or the Company Board from time to time.

(e) Other Committee Composition. The number of Non-GE Directors on all committees of the Company Board not specified in this Section 3.3 shall be proportional (rounded down to the nearest whole number) to the number of Non-GE Directors on the Company Board; provided that each such committee shall have at least one (1) Company Independent Director.

3.4 Compliance with Organizational Documents. The Company shall, and shall cause each of its Subsidiaries to, take any and all actions reasonably necessary to ensure continued compliance by the Company and its Subsidiaries with the provisions of its respective certificate or articles of incorporation, bylaws or operating agreement, as the case may be (collectively, "organizational documents"), and this Agreement. The Company shall notify GE in writing promptly after becoming aware of any act or activity taken or proposed to be taken by the Company or any of its Subsidiaries which resulted or would result in non-compliance with any such organizational documents or this Agreement. For the avoidance of doubt, the provisions of Section 3.1 and Section 3.2 will apply only to the Company Board and not to any board of directors or similar governing body of any Subsidiary of the Company. The Company acknowledges that the Newco LLC Agreement provides that the Company shall take certain actions thereunder, which the Company hereby agrees to take in accordance with the terms of the Newco LLC Agreement as if it were a party thereto.

3.5 GE Agreement to Vote. From and after the Original Effective Date, GE shall, and shall cause each of its Affiliates to, (a) cause their respective shares of Company Common Stock to be present for quorum purposes at any Company stockholder meeting, (b) vote in favor of all Non-GE Designees and (c) not vote in favor of the removal of any Non-GE Director other than for cause.

ARTICLE IV

OTHER AGREEMENTS

4.1 Confidentiality.

(a)

(i) For a period of three (3) years following the Trigger Date or such longer period pursuant to the last sentence of this Section 4.1(a)(i), subject to Section 4.1(c) and except as contemplated by this Agreement or any Transaction Document, GE shall not, and shall cause its Subsidiaries and their respective officers, directors, employees, and other agents and representatives (collectively, "Representatives"), not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person, other than its Representatives or its Affiliates who reasonably need to know such information in providing services to any member of the GE Group, or use or otherwise exploit for its own benefit or for the benefit of any third party, any Company Confidential Information. If any uses or disclosures are made in connection with providing services to any member of the GE Group under this Agreement or any Transaction Document, then the Company Confidential Information so used or disclosed shall be used only as required to perform the services. The GE Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Company Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 4.1(a), any Information, material or documents relating to the business currently or formerly conducted, or proposed to be conducted, by any member of the Company Group furnished to or in possession of any member of the GE Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by any member of the GE Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "Company Confidential Information." "Company Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a use or disclosure by any member of the GE Group not otherwise permissible hereunder, (ii) GE can demonstrate it was or became available to any member of the GE Group from a source other than the Company or its Affiliates or (iii) is developed independently by a member of the GE Group without reference to the Company Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by such member of the GE Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any member of the Company Group with respect to such information. In the event any member of the GE Group receives Company Confidential Information after the Trigger Date, GE shall keep and shall cause its Representatives to keep such Company Confidential Information confidential until the later of (x) a period of one (1) year following the date such Company Confidential Information was disclosed to the GE Group and (y) the third anniversary of the Trigger Date.

(ii) Without limiting Section 4.1(a)(i), from the Original Effective Date until the Trigger Date, GE shall, and shall cause its Subsidiaries to (x) use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Company Confidential Information by them and their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care and (y) not use any Company Confidential Information to engage in a Competing Business (as defined in the Non-Competition Agreement) or to take any other action in violation of the Non-Competition Agreement (as defined in the Transaction Agreement) or otherwise in a manner materially detrimental to the interests of the Company; provided that, for the avoidance of doubt, following the Trigger Date the disclosure and use of Company Confidential Information shall be governed by Section 4.1(a)(i).

(b)

(i) For a period of three (3) years following the Trigger Date, subject to Section 4.1(c) and except as contemplated by this Agreement or any Transaction Document, the Company shall not, and shall cause its Affiliates and their respective Representatives, not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person, other than its Representatives or its Affiliates who reasonably need to know such information in providing services to the Company or any member of the Company Group, or use or otherwise exploit for its own benefit or for the benefit of any third party, any GE Confidential Information. If any uses or disclosures are made in connection with providing services to any member of the Company Group under this Agreement or any Transaction Document, then the GE Confidential Information so used or disclosed shall be used only as required to perform the services. The Company Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the GE Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 4.1(b), any Information, material or documents relating to the businesses currently or formerly conducted, or proposed to be conducted, by GE or any of its Affiliates (other than any member of the Company Group) furnished to or in possession of any member of the Company Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by the Company, any member of the Company Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "GE Confidential Information." "GE Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a use or disclosure by any member of the Company Group not otherwise permissible hereunder, (ii) the Company can demonstrate was or became available to any member of the Company Group from a source other than GE or its Affiliates or (iii) is developed independently by a member of the Company Group without reference to the GE Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by a member of the Company Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any member of the

GE Group with respect to such information. In the event any member of the Company Group receives GE Confidential Information after the Trigger Date, the Company shall keep and shall cause its Representatives to keep such GE Confidential Information confidential until the later of (x) a period of one (1) year following the date such GE Confidential Information was disclosed to the Company Group and (y) the third anniversary of the Trigger Date.

(ii) Without limiting Section 4.1(b)(i), from the Original Effective Date until the Trigger Date, the Company shall, and shall cause its Subsidiaries to (x) use the same degree of care to prevent and restrain the unauthorized use or disclosure of the GE Confidential Information by them and their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care and (y) not use any GE Confidential Information in a manner materially detrimental to the interests of GE; provided that, for the avoidance of doubt, following the Trigger Date the disclosure and use of GE Confidential Information shall be governed by Section 4.1(b)(i).

(c) If GE or its Affiliates, on the one hand, or the Company or its Affiliates, on the other hand, are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Entity or pursuant to applicable Law or stock exchange requirements to disclose or provide any Company Confidential Information or GE Confidential Information (other than with respect to any such information furnished pursuant to the provisions of Article V of this Agreement), as applicable, the Person receiving such request or demand, or so required by applicable Law or stock exchange requirements, shall use all reasonable efforts to provide the other Party with written notice of such request, demand or requirement as promptly as practicable under the circumstances so that such other Party shall have an opportunity to seek an appropriate protective order. The Party receiving such request or demand agrees to take, and cause its Representatives to take, at the requesting Party's expense, all other reasonable steps necessary to obtain confidential treatment by the recipient. Subject to the foregoing, the Party that received such request or demand may thereafter disclose or provide any Company Confidential Information or GE Confidential Information, as the case may be, to the extent required by such Law or stock exchange requirement (as so advised by counsel) or by lawful process or such Governmental Entity.

4.2 Restrictions on Transferability and Acquisitions.

(a) Lockup.

(i) For the period beginning on July 3, 2017 and ending on November 12, 2018 (the "Lockup Period"), no member of the GE Group shall Transfer or agree to Transfer any shares of Company Common Stock to any Person that is not an Affiliate of GE, unless approved by the Conflicts Committee.

(ii) Following the expiration of the Lockup Period, no member of the GE Group shall, without the prior written consent of the Conflicts Committee, Transfer or agree to Transfer any shares of Company Common Stock to a Person (that is not an

Affiliate of GE) or group (as such term is used in Section 13(d) of the Exchange Act) if such Person or group would beneficially own in excess of 15% of the voting power of the outstanding shares of Company Common Stock following such Transfer; provided, that such restrictions shall not apply to Transfers (A) pursuant to widely distributed public offerings of shares of Company Common Stock (including pursuant to “spin-off” and “split-off” transactions (a “Public Offering”)) and (B) permitted after the fifth anniversary of the Original Effective Date in accordance with Section 4.2(a)(iii).

(iii) Following the fifth anniversary of the Original Effective Date, the GE Group shall be permitted to Transfer (1) all of its Paired Interests (as defined in the Exchange Agreement) or (2) all of its shares of Class A Common Stock (after exchanging all of its Paired Interests into Class A Common Stock), to an unaffiliated third party subject to the following conditions: (A) the buyer must make an offer to purchase all shares of Company Common Stock held by each Other Stockholder for the same consideration (including, for the avoidance of doubt, cash or stock consideration, rights to contingent consideration, tax receivable agreements or the cash value thereof, and all other economic entitlements, but excluding any value associated with commercial transactions between the buyer and the Company similar to those between GE and the Company contemplated by the Transaction Documents) and on otherwise substantially the same terms and conditions and (B) if such offer does not result in the buyer owning 100% of the Company Common Stock, the buyer must either (x) agree to assume GE’s obligations under this Agreement or (y) enter into a stockholders agreement with the Company containing substantially the same terms and conditions as those contained herein; provided, that the foregoing restrictions shall not preclude the GE Group from Transferring all of its remaining Paired Interests (after exchanging them for shares of Class A Common Stock) at any time after the expiration of the Lockup Period in a transaction permitted by Section 4.2(a)(ii). In connection with any Transfer permitted by this Section 4.2(a)(iii), the Company Board (including, for the avoidance of doubt, the GE Directors), can approve in advance an acquisition contemplated by this Section for purposes of Section 203 of the Delaware General Corporation Law.

(b) Standstill.

(i) For a period of five (5) years beginning on the Original Effective Date (the “Standstill Period”), GE shall not, and shall cause its Representatives and Affiliates not to, directly or indirectly, in any manner, effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or otherwise participate in or knowingly encourage, any acquisition of Company Common Stock (including in derivative form) or any tender or exchange offer, merger, consolidation, business combination or other similar transaction involving the Company or any of its Subsidiaries that would result in GE and its Affiliates beneficially owning more than 65% of the voting power of the outstanding shares of Company Common Stock; provided that GE shall be permitted to make a private proposal to the Non-GE Directors that would not reasonably be expected to require the Company or any of its Affiliates to make any public announcement or other disclosure. The foregoing shall not prohibit:

(A) GE or any of its Representatives or Affiliates from acquiring Company Common Stock by way of stock splits, stock dividends, reclassifications, recapitalizations or other distributions by the Company to all holders of Company Common Stock on a pro rata basis;

(B) acquisitions by GE or any of its Representatives or Affiliates of Company Common Stock (x) approved by the Conflicts Committee or (y) pursuant to the exercise of the preemptive rights set forth in Section 4.3; or

(C) GE or any of its Affiliates from acquiring Company Common Stock pursuant to and in accordance with the terms of the Exchange Agreement and Section 3.03 or Section 3.05 of the Newco LLC Agreement.

(ii) Without limiting Section 4.2(b)(i), during the Standstill Period GE shall not, and shall cause its Representatives and Affiliates not to, directly or indirectly, in any manner, (A) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or otherwise participate in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC) to vote any Company Common Stock in connection with the election of the Non-GE Directors or the removal of any Non-GE Director, (B) solicit, knowingly encourage or knowingly facilitate, directly or indirectly, any third party to engage in any such solicitation, (C) make any public statement (or statement to an Other Stockholder) in support of any such third-party solicitation or against any of the Company's director nominees, (D) form, join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any Company Common Stock or (E) call, request the calling of, or otherwise seek or assist in the calling of a special meeting of the stockholders of the Company; provided that subclauses (D) and (E) shall only apply if taken in furtherance of the actions described in subclauses (A), (B) and (C) of this subsection (ii).

(c) Buyout Transaction. Any proposal by any member of the GE Group to acquire in a transaction or series of related transactions reasonably expected to result in the acquisition of all of the Company Common Stock held by Other Stockholders must be (i) subject to review, evaluation and prior written approval of the Conflicts Committee, and (ii) submitted for approval to the stockholders of the Company, with a non-waivable condition that a majority of the voting power of the outstanding shares of capital stock of the Company held by Other Stockholders approve the transaction (or equivalent tender offer condition).

(d) Legend. Any stock certificates representing the Company Common Stock held by GE or its Affiliates shall include a legend referencing the transfer restrictions set forth herein and in the Company's Charter.

4.3 Preemptive Rights.

(a) To the extent permitted under NYSE rules, the Company hereby grants to GE the right to purchase its Pro Rata Portion of any Company Securities (other than any Excluded Securities) that the Company may from time to time propose to issue or sell to any Person. For purposes of this Section 4.3, "Excluded Securities" means Company Securities issued in

connection with: (i) a grant to any existing or prospective consultants, employees, officers or directors pursuant to any stock option, employee stock purchase or similar equity-based plans or other compensation agreement; (ii) any acquisition by the Company of the stock, assets, properties or business of any Person; (iii) a stock split, stock dividend or any similar recapitalization; or (iv) any issuance of warrants or other similar rights to purchase Company Common Stock to lenders or other institutional investors in any arm's length transaction providing debt financing to the Company or any of its Subsidiaries. For the avoidance of doubt, to the extent stockholder approval is required under the NYSE rules for the issuance or sale of Company Securities as provided in this Section 4.3, (x) the Company may issue or sell Company Securities to such other Persons prior to obtaining such stockholder approval in accordance with Section 4.3(d), and (y) the Company shall use its reasonable best efforts to obtain such approval, and after receipt of such approval the Company shall issue or sell the Company Securities (if any) that GE has irrevocably elected to purchase to GE, on the terms set forth in the relevant Issuance Notice.

(b) The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in Section 4.3(a) to GE within five (5) Business Days following any meeting of the Company Board at which any such issuance or sale is approved or, if the approval of the Company Board is not required in connection with such issuance or sale, no less than ten (10) Business Days prior to the date of the proposed issuance or sale. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase Company Securities and shall set forth the material terms and conditions of the proposed issuance, including:

- (i) the number and class of the Company Securities to be issued and the percentage of the outstanding shares of capital stock of the Company such issuance would represent;
- (ii) the proposed issuance date, which shall be at least ten (10) Business Days from the date of the Issuance Notice; and
- (iii) the proposed purchase price per Company Security.

(c) GE shall for a period of ten (10) Business Days following the receipt of an Issuance Notice have the right to elect irrevocably to purchase its Pro Rata Portion of the Company Securities at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company. If, at the termination of such ten (10) Business Day period, GE shall not have delivered such notice to the Company, GE shall be deemed to have waived all of its rights under this Section 4.3 with respect to the purchase of such Company Securities. The closing of any purchase by GE shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice; provided, however, that the closing of any purchase by GE may be extended beyond the closing of the transaction in the Issuance Notice to the extent necessary to obtain any required approval or consent of a Governmental Entity or any other third party (and the Company and GE shall use their respective reasonable best efforts to obtain such approvals).

(d) Upon the expiration of the ten (10) Business Day period described in Section 4.3(c), the Company shall be free to sell such Company Securities that GE has not elected irrevocably to purchase on terms and conditions no more favorable to the purchasers thereof than those offered to GE in the Issuance Notice delivered in accordance with Section 4.3(b).

(e) The provisions of this Section 4.3 shall terminate on the Trigger Date.

4.4 No Violations.

(a) The Company covenants and agrees that it shall not, and shall cause its Subsidiaries not to, take any action or enter into any commitment or agreement which, to the Company's Knowledge, may reasonably be anticipated to result, with or without notice and with or without lapse of time or otherwise, in a contravention or event of default by any member of the GE Group of: (i) any provisions of applicable Law; (ii) any provision of the organizational documents of any member of the GE Group; or (iii) any judgment, order or decree of any Governmental Entity having jurisdiction over any member of the GE Group or any of its respective assets. For purposes of this Section 4.4(a), the "Company's Knowledge" means the actual knowledge of the executive officers of the Company.

(b) GE covenants and agrees that it shall not, and shall cause its Subsidiaries not to, take any action or enter into any commitment or agreement which, to GE's Knowledge, may reasonably be anticipated to result, with or without notice and with or without lapse of time or otherwise, in a contravention or event of default by any member of the Company Group of: (i) any provisions of applicable Law; (ii) any provision of the organizational documents of any member of the Company Group; or (iii) any judgment, order or decree of any Governmental Entity having jurisdiction over any member of the Company Group. For purposes of this Section 4.4(b), "GE's Knowledge" means the actual knowledge of the executive officers of GE.

(c) GE and the Company agree to provide to the other any information and documentation reasonably requested by the other for the purpose of evaluating and ensuring compliance with Sections 4.4(a) and Section 4.4(b) hereof.

(d) The provisions of this Section 4.4 shall terminate on the Trigger Date.

4.5 Related Party Transactions.

(a) All proposed Related Party Transactions contemplated by the Transaction Documents between the Company and any member of the GE Group have been approved by the Company Board in connection with its approval of the Original Agreement and this Agreement. Any amendments to or modifications or terminations of or material waivers, consents or elections under any Related Party Transactions (other than any Related Party Transactions under the Transaction Documents), shall require the prior written approval of the Conflicts Committee, subject to and consistent with the Related Party Transactions Policy (as defined below). Any material amendments or modifications or terminations of any of the Transaction Documents (including, for the avoidance of doubt, the schedules thereto, including the Related Party Transaction Policy) or material waivers, consents (other than any consents of the managing member of Newco LLC contemplated by the Newco LLC Agreement where no member of the

GE Group is a counterparty to or beneficiary of the matter in question, and such matter would not otherwise require the prior written approval of the Conflicts Committee under this Section 4.5(a) or the Related Party Transactions Policy) or elections of the Company's or Newco LLC's rights under any of the Transaction Documents (including, for the avoidance of doubt, the schedules thereto, including the Related Party Transaction Policy) shall require the prior written approval of the Conflicts Committee.

(b) All Related Party Transactions that are not contemplated by the Transaction Documents shall be governed by the policy set forth on Schedule 4.5(b) (the "Related Party Transactions Policy").

(c) Following the Original Effective Date, Related Party Transactions involving payments (individually or together with all substantially related payments) in excess of the Threshold (as defined in the Related Party Transactions Policy) shall be subject to the prior written approval of the Conflicts Committee, subject to and consistent with the Related Party Transactions Policy.

4.6 GE Policies.

(a) The policies of the Company Group shall not be inconsistent with the policies of GE provided to the Company (the "GE Policies"); provided, however, that in circumstances where a provision of the Company's Charter or Amended and Restated Bylaws or of any Transaction Document (including, for the avoidance of doubt, this Agreement) and a GE Policy would each apply, the provision in the Company's Charter or Amended and Restated Bylaws or Transaction Document shall control with respect to the Company Group.

(b) The Company shall take, and shall cause the other members of the Company Group to take, all commercially reasonable actions to cause its and the other members of the Company Group's compliance policies and procedures to (i) comply with all applicable Laws and (ii) not contravene GE's The Spirit and the Letter, as amended from time to time; provided that the Company may, with the approval of the Company Board, adopt a new Company code of conduct not inconsistent with GE's The Spirit and the Letter.

(c) The provisions of this Section 4.6 shall terminate on the Trigger Date.

ARTICLE V

FINANCIAL AND OTHER INFORMATION

Unless otherwise expressly provided, each of the covenants and agreements in this Article V shall terminate at the end of the fiscal year in which the Trigger Date occurs, subject to clause (b) of Section 2.1:

5.1 Annual and Quarterly Financial Information; GE's Operating Reviews.

(a) The Company shall, at any time during any fiscal year, use commercially reasonable efforts to deliver to GE the corporate, finance and financial planning and analysis data and supporting information and materials relating to the Company Group as GE may

reasonably request for such year and each of the first, second and third quarter of each year within the reasonable time periods specified by GE, which time periods shall be specified by GE in writing by no later than fifteen (15) days prior to the end of each fiscal year or quarter, as applicable. All annual consolidated financial statements of the Company and its Subsidiaries delivered to GE shall set forth in comparative form the consolidated figures for the previous fiscal year prepared in accordance with Regulation S-X. All quarterly consolidated financial statements of the Company and its Subsidiaries delivered to GE shall include financial statements for such quarterly periods and for the period from the beginning of the current fiscal year to the end of such quarter, setting forth in each case in comparative form for each such fiscal quarter of the Company the consolidated figures for the corresponding quarter and period of the previous fiscal year prepared in accordance with Article 10 of Regulation S-X. The information required to be delivered by this [Section 5.1](#) shall include a discussion and analysis by management of the Company's and its Subsidiaries' consolidated financial condition and results of operations for the requisite years and quarterly periods (as applicable), including an explanation of any material adverse change, all in reasonable detail and prepared in accordance with Item 303(a) or Item 303(b) of Regulation S-K (as applicable), and with respect to the yearly reports, prepared for inclusion in the annual report to stockholders of any member of the GE Group. The Company shall provide GE an opportunity to meet with management of the Company to discuss such information required to be delivered by this [Section 5.1](#) upon reasonable notice during normal business hours.

(b) (i) No later than the day prior to the day the Company publicly files its Annual Report on Form 10-K or Quarterly Report on Form 10-Q with the SEC, the Company shall deliver to GE the substantially final form of its Annual Report on Form 10-K or Quarterly Report on Form 10-Q, together with all certifications required by applicable Law by each of the chief executive officer and chief financial officer of the Company and, with respect to the Annual Report on Form 10-K, the form of opinion the Company's independent certified public accountants expect to provide thereon and (ii) the Company shall, if requested by GE, also deliver to GE all of the information required to be delivered by this [Section 5.1](#), with respect to each Subsidiary of the Company, which is itself required to file Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q with the SEC, with such information to be provided in the same manner and detail and on the same time schedule as the information with respect to the Company required to be delivered to GE pursuant to [Section 5.1\(a\)](#).

5.2 [GE Public Filings](#). The Company shall cooperate, and cause its accountants to cooperate, with GE to the extent reasonably requested by GE in the preparation of GE's press releases, public earnings releases, Quarterly Reports on Form 10-Q, Annual Reports to Shareholders, Annual Reports on Form 10-K, any Current Reports on Form 8-K and any amendments thereto and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by GE or any of its Subsidiaries with the SEC, any national securities exchange or otherwise made publicly available (collectively, "[GE Public Filings](#)"). The Company agrees to use commercially reasonable efforts to provide to GE all information that GE reasonably requests in connection with any such [GE Public Filings](#) or that, in the judgment of GE's legal department, is required to be disclosed therein under any Law. The Company agrees to use commercially reasonable efforts to provide such information in a timely manner to enable GE, as applicable, to prepare, print and release such [GE Public Filings](#) on such date as GE shall determine. If and to the extent reasonably requested by GE, the

Company shall diligently and promptly review all drafts of such GE Public Filings and prepare in a diligent and timely fashion any portion of such GE Public Filing pertaining to the Company or its Subsidiaries. Prior to any printing or public release of any GE Public Filing, an appropriate executive officer of the Company, shall, if requested by GE, confirm to the best of such officer's knowledge that the information provided by the Company relating to the Company Group in such GE Public Filing is accurate, true and correct in all material respects. Unless required by Law or GAAP or interpretations thereof, without the prior consent of GE, the Company shall not publicly release any financial or other information that conflicts with the information with respect to the Company, any Affiliate of the Company or the Company Group that is provided by the Company for any GE Public Filing.

5.3 Other Financial Reporting Matters.

(a) Maintenance of Books and Records. The Company shall, and shall cause each of its consolidated Subsidiaries to, (i) make and keep books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company and such Subsidiaries; (ii) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (x) transactions are executed in accordance with management's general or specific authorization; (y) transactions are recorded as necessary (1) to permit preparation of financial statements in conformity with GAAP or any other criteria applicable to such statements and (2) to maintain accountability for assets; and (z) access to assets is permitted only in accordance with management's general or specific authorization; and (iii) comply with the provisions of Section 404 of the Sarbanes-Oxley Act of 2002, so long as in effect.

(b) Fiscal Year. The Company shall, and shall cause each of its consolidated Subsidiaries to, maintain a fiscal year which commences on January 1 and ends on December 31 of each calendar year; provided that, if on the date hereof any consolidated Subsidiary of the Company has a fiscal year which ends on a date other than December 31, the Company shall use its reasonable best efforts to cause such Subsidiary to change its fiscal year to one which ends on December 31 if such change is reasonably practicable.

(c) Other Financial Information. Notwithstanding the occurrence of the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the voting power of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, the Company shall use commercially reasonable efforts to provide to GE upon reasonable request of GE such other financial information and analyses of the Company and its Subsidiaries that may be necessary, by virtue of its equity ownership in the Company, for any member of the GE Group to (1) comply with applicable financial reporting requirements or its customary financial reporting practices or (2) respond in a timely manner to any reasonable requests for information regarding the Company and its Subsidiaries received by GE from investors or financial analysts; provided, however, that neither GE nor any member of the GE Group shall disclose any material, non-public information of the Company except pursuant to policies and procedures mutually agreed upon by GE and the Company for the disclosure of such information and except as required by applicable Law. In connection therewith, the Company shall also permit GE, the GE Auditors and other Representatives of GE to discuss the affairs, finances and accounts of any member of the Company Group with the officers of the Company and the

Company Auditors, all at such times and as often as GE may reasonably request upon reasonable notice during normal business hours.

(d) Public Information and SEC Reports. The Company and each of its Subsidiaries that files information with the SEC shall use commercially reasonable efforts to timely file and cooperate with GE in preparing reports, notices and proxy and information statements to be sent or made available by the Company or such Subsidiaries to their security holders, all regular, periodic and other reports filed under Sections 13, 14 and 15 of the Exchange Act by the Company or such Subsidiaries and all registration statements and prospectuses to be filed by the Company or such Subsidiaries with the SEC or any securities exchange pursuant to the listed company manual (or similar requirements) of such exchange (collectively, “Company Public Documents”) and deliver to GE (to the attention of its senior securities counsel), no later than the date the same are printed for distribution to its shareholders, sent to its shareholders or filed with the SEC, whichever is earliest, final copies of all Company Public Documents (except to the extent publicly available via the SEC’s EDGAR system). Upon reasonable advance notice from GE of its planned filing date for any given period (including reasonable notice of any changes to such date), the Company shall use commercially reasonable efforts to file (x) its Quarterly Report on Form 10-Q with the SEC on or about the same day as GE’s planned filing date with the SEC for its quarterly reports for the corresponding period and (y) its Annual Report on Form 10-K with the SEC on or about the same day as GE’s planned filing date with the SEC for its annual reports for the corresponding period; provided, that in no event shall the Company file such report for any given period prior to GE’s filing of its own such report for the corresponding period, unless the Company is so required by Law. The Parties shall cooperate in preparing all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public, including information concerning material developments in the business, properties, results of operations, financial condition or prospects of the Company or any of its Subsidiaries. GE shall have the right to review, reasonably in advance of public release or release to financial analysts or investors (1) all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public that relate to financial or accounting matters and (2) all reports and other information prepared by the Company or any of its Subsidiaries for release to financial analysts or investors; provided, however, that neither GE nor any member of the GE Group shall disclose any material, non-public information of the Company except pursuant to policies and procedures mutually agreed upon by GE and the Company for the disclosure of such information and except as required by applicable Law; provided, further, that notwithstanding anything in this Article V to the contrary, after the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, GE shall have the right to review such press releases, public statements, reports and other information in advance if necessary, by virtue of its equity ownership in the Company, for any member of the GE Group to (1) comply with applicable financial reporting requirements or its customary financial reporting practices or (2) respond to any reasonable requests for information regarding the Company and its Subsidiaries received by GE from investors or financial analysts. No press release, report, registration, information or proxy statement, prospectus or other document which refers, or contains information with respect, to any member of the GE Group shall be filed with the SEC or otherwise made public or released to any financial analyst or investor by the Company or any of its Subsidiaries without the prior written consent of GE (which consent shall not be unreasonably withheld, conditioned or delayed) with respect to those

portions of such document that contain information with respect to any member of the GE Group, except as may be required by Law (in such cases the Company shall use its reasonable best efforts to notify the relevant member of the GE Group and to obtain such member's consent before making such a filing with the SEC or otherwise making any such information public).

(e) Meetings with Financial Analysts. The Company shall notify GE reasonably in advance of the date of all scheduled meetings and conference calls to be held between the Company and members of the investment community (including any financial analysts), and of any conferences to be attended by management of the Company with members of the investment community, and shall consult with GE as to the appropriate timing for all such meetings, calls and conferences. The Company shall not schedule such meeting or call or attend such conference on any date to which GE reasonably objects. The foregoing shall not require the Company to notify GE of one-on-one discussions between management of the Company and members of the investment community (including any financial analysts).

(f) Meetings with Ratings Agencies. The Company shall notify GE reasonably in advance of the date of all scheduled meetings and conference calls to be held between the Company and members of the Ratings Agencies, and shall consult with GE as to the appropriate timing for all such meetings, calls and conferences. The Company shall not schedule such meeting or call or attend such conference on any date to which GE reasonably objects. The foregoing shall not require the Company to notify GE of one-on-one discussions between management of the Company and members of the Ratings Agencies.

(g) Earnings Releases. GE agrees that, unless required by Law (and subject to the last sentence of this paragraph) or unless the Company shall have consented thereto, no member of the GE Group will publicly release any quarterly, annual or other financial information of the Company or any of its Subsidiaries ("Company Information") delivered to GE pursuant to this Article V prior to the time that GE publicly releases financial information of GE, for the relevant period. GE will consult with the Company on the timing of their annual and quarterly earnings releases and GE and the Company will give each other an opportunity to review the information therein relating to the Company and its Subsidiaries and to comment thereon; provided, that GE shall have the sole right to determine the timing of all such releases if GE and the Company disagree. Upon reasonable advance notice from GE, the Company shall use commercially reasonable efforts to publicly release its financial results for each annual and quarterly period on the day of GE's earnings release within a reasonable time following GE's release. If any member of the GE Group is required by Law to publicly release such Company Information prior to the public release of GE's financial information, GE will give the Company notice of such release of Company Information as soon as practicable but no later than two (2) days prior to such release of Company Information.

(h) GE Annual Statements.

(i) Coordination of Auditors' Opinions. The Company will use its commercially reasonable efforts to enable its independent certified public accountants (the "Company Auditors") to complete their audit such that they will date their opinion on the Company's audited annual financial statements on the same date that GE's independent certified public accountants (the "GE Auditors") date their opinion on the

GE Annual Statements, and to enable GE to meet its timetable for the printing, filing and public dissemination of the GE Annual Statements.

(ii) Access to Personnel and Working Papers. The Company will request the Company Auditors to make available to the GE Auditors both the personnel who performed or are performing the annual audit of the Company and, consistent with customary professional practice and courtesy of such auditors with respect to the furnishing of work papers, work papers related to the annual audit of the Company, in all cases within a reasonable time before the Company Auditors' opinion date, so that the GE Auditors are able to perform the procedures they consider necessary to take responsibility for the work of the Company Auditors as it relates to the GE Auditors' report on the GE Annual Statements, all within sufficient time to enable GE to meet its timetable for the printing, filing and public dissemination of the GE Annual Statements. If the GE Auditors identify, in any management letter or other correspondence in connection with the annual audit of GE, any issue with the accounting principles, any proposed adjustment or any similar area of concern with respect to the Company Group, GE shall promptly inform the Company and provide the Company with an excerpt of the applicable portions of such management letter or correspondence.

(i) Internal Auditors. The Company shall provide GE, the GE Auditors or other Representatives of GE reasonable access upon reasonable notice during normal business hours to the Company's and its Subsidiaries' books and records so that GE may conduct reasonable audits relating to the financial statements provided by the Company pursuant to this Article V, as well as to the internal accounting controls and operations of the Company and its Subsidiaries.

(j) Accounting Estimates and Principles. The Company will give GE reasonable notice of any proposed material change in accounting estimates or material changes in accounting principles from those in effect with respect to the Company Group, and will give GE notice immediately following adoption of any such changes that are mandated or required by the SEC, the Financial Accounting Standards Board or the Public Company Accounting Oversight Board. In connection therewith, the Company will consult with GE, and, if requested by GE, the Company will consult with the GE Auditors with respect thereto. As to material changes in accounting principles that could affect any member of the GE Group, the Company will not make any such changes without GE's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), excluding changes that are mandated or required by the SEC, the Financial Accounting Standards Board or the Public Company Accounting Oversight Board, if such a change would be sufficiently material to be required to be disclosed in the Company's financial statements as filed with the SEC or otherwise publicly disclosed therein. If GE so requests, the Company will be required to obtain the concurrence of the Company Auditors as to such material change prior to its implementation. GE will use its reasonable best efforts to promptly respond to any request by the Company to make a change in accounting principles and, in any event, in sufficient time to enable the Company to comply with its obligations under Section 5.1.

(k) Management Certification. The Company's chief executive officer and the Company's chief financial or accounting officer shall submit quarterly representations (with such changes thereto prescribed by GE consistent with representations furnished to GE by other

business units of GE or as otherwise required by changes to applicable Law or stock exchange requirements) attesting to the accuracy and completeness of the financial and accounting records referred to therein in all material respects and the establishment and maintenance of disclosure controls and procedures and internal control over financial reporting.

(l) Operating Review Process. The Company shall conduct its strategic and operational review process on a schedule that is consistent with that of GE's. GE acknowledges that, as a supplement to the information furnished by the Company to GE pursuant to Section 5.1, GE shall conduct its strategic and operational reviews of the Company through participation in meetings or other activities of the Company Board by the members of the Company Board that are designated for nomination by GE. To facilitate GE's participation in the process in this manner, the Company shall hold all of its regularly scheduled board meetings at which its strategic and operational reviews are discussed within a time frame consistent with GE's strategic and operational review process. GE shall make a good faith attempt to conduct all other reviews of the Company's operations, affairs, finances or results (other than those required to comply with applicable financial reporting requirements or its customary financial reporting practices) through participation in meetings or other activities of the Company Board by the members of the Company Board that are designated for nomination by GE. In connection with strategic, operational or other reviews, relevant GE personnel other than the members of the Company Board designated for nomination by GE may participate at GE's invitation. GE will notify the Company in advance of any such additional attendees.

(m) Accountants' Reports. The Company agrees that, notwithstanding the occurrence of the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, the Company will promptly upon receipt of written notice from GE, but in no event later than five (5) Business Days following the receipt thereof, deliver to GE copies of all reports submitted to the Company or any of its Subsidiaries by their independent certified public accountants, including each report submitted to the Company or any of its Subsidiaries concerning its accounting practices and systems and any comment letter submitted to management in connection with their annual audit and all responses by management to such reports and letters.

5.4 Exchange of Information. Notwithstanding the occurrence of the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, each of GE and the Company, on behalf of itself and the other members of its respective Group, agrees to use commercially reasonable efforts to provide, or cause to be provided, to the other, at any time after the Original Effective Date, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such respective Group which the requesting Party reasonably needs: (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party or a member of its Group (including under applicable securities or Tax Laws) by a Governmental Entity having jurisdiction over the requesting Party or such member of its Group; (ii) for use in any other judicial, regulatory, administrative, Tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Tax or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other; or (iii) subject to the foregoing clause (ii), to comply with its obligations under this Agreement or any Transaction Document;

provided, however, that in the event that any Party determines that any such provision of Information could be commercially detrimental, violate any Law or agreement, or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

5.5 Ownership of Information. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 5.4 shall be deemed to remain the property of the providing Group. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

5.6 Compensation for Providing Information. In connection with Information exchanged pursuant to Section 5.4 or a party's obligations under Section 5.10, the Party requesting Information or performance agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such Information or otherwise performing, to the extent that such costs are incurred for the benefit of the requesting Party. Except as may be otherwise specifically provided elsewhere in this Agreement, or in any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

5.7 Record Retention. To facilitate the possible exchange of Information pursuant to this Article V and other provisions of this Agreement, GE and the Company agree to use their reasonable best efforts to retain all Information in their respective possession or control in accordance with the policies of GE as in effect on the Original Effective Date, to the extent such policies are communicated in writing to the Company reasonably in advance, or such other policies as may be reasonably adopted by the appropriate Party after the Original Effective Date. Neither Party will destroy, or permit any of its Subsidiaries to destroy, any Information which the other Party may have the right to obtain pursuant to this Agreement prior to the fifth anniversary of the Original Effective Date without first using its reasonable efforts to notify the other Party of the proposed destruction and giving the other Party the opportunity to take possession of such Information prior to such destruction; provided, however, that in the case of any Information relating to Taxes or employee benefits, such period shall be extended to the expiration of the applicable statute of limitations (giving effect to any extensions thereof); provided further, however, no Party will destroy, or permit any of its Subsidiaries to destroy, any Information required to be retained by applicable Law.

5.8 Liability. No Party shall have any liability to any other Party in the event that any Information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the Party providing such Information. No Party shall have any liability to any other Party if any Information is destroyed after reasonable best efforts by such Party to comply with the provisions of Section 5.7.

5.9 Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article V are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth in any Transaction Document.

(b) Following the Trigger Date, in the event any Information provided by one Group to the other (other than Information provided pursuant to Section 5.7) is no longer needed for the purposes contemplated by any other Transaction Document or is no longer required to be retained by applicable Law, the receiving Party will promptly after request of the other Party either return to the other Party all Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party that it has destroyed such Information (and such copies thereof and such notes, extracts or summaries based thereon).

5.10 Production of Witnesses; Records; Cooperation.

(a) Except in the case of an adversarial Action by one Party against another Party, each of GE and the Company shall use its reasonable efforts to make available to each other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought under the Transaction Documents. The requesting Party shall bear all costs and expenses in connection therewith.

(b) Without limiting the foregoing, GE and the Company shall cooperate and consult to the extent reasonably necessary with respect to any Actions.

(c) Without limiting any provision of this Section 5.10, each of GE and the Company agrees to cooperate, and to cause each member of its respective Group to cooperate, with each other in the defense of any infringement or similar claim with respect to any intellectual property and shall not claim to acknowledge, or permit any member of its respective Group to claim to acknowledge, the validity or infringing use of any intellectual property of a third Person in a manner that would hamper or undermine the defense of such infringement or similar claim except as required by Law.

(d) The obligation of GE and the Company to provide witnesses pursuant to this Section 5.10 is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to provide as witnesses officers without regard to whether the witness or the employer of the witness could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 5.10(a)).

(e) In connection with any matter contemplated by this Section 5.10, GE and the Company will enter into a mutually acceptable joint defense agreement so as to maintain to the

extent practicable any applicable attorney-client privilege, work product immunity or other applicable privileges or immunities of any member of any Group.

5.11 Privilege. The provision of any information pursuant to this Article V shall not be deemed a waiver of any privilege, including privileges arising under or related to the attorney-client privilege or any other applicable privilege (a "Privilege"). Neither the Company or any member of the Company Group nor GE or any member of the GE Group will be required to provide any information pursuant to this Article V if the provision of such information would serve as a waiver of any Privilege afforded such information.

ARTICLE VI

DISPUTE RESOLUTION

6.1 General Provisions.

(a) Any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, or the validity, interpretation, breach or termination thereof (a "Dispute"), shall be resolved in accordance with the procedures set forth in this Article VI, which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified below.

(b) Commencing with a request contemplated by Section 6.2, all communications between the Parties or their Representatives in connection with the attempted resolution of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence for any reason (whether as an admission or otherwise), in any proceeding for the resolution of the Dispute.

(c) Except as provided in Section 6.1(f) in connection with any Dispute, the Parties expressly waive and forego any right to trial by jury.

(d) The specific procedures set forth below, including but not limited to the time limits referenced therein, may be modified by agreement of the Parties in writing.

(e) All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Article VI are pending. The Parties will take such action, if any, required to effectuate such tolling.

(f) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any other state court or federal court having subject matter jurisdiction located within the State of Delaware in connection with any such Dispute, and each Party hereby irrevocably agrees that all claims in respect of any such Dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such Dispute brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such Dispute

may be enforced in other jurisdictions by suit, on the judgment or in any other manner provided by Law.

(g) To the extent a Dispute under this Agreement is not resolved pursuant to Section 6.2 herein; a Party may bring such a Dispute in court in accordance with Section 6.1(f) of this Agreement.

6.2 Consideration by Senior Executive and Conflicts Committee. The Parties shall attempt in good faith to resolve any Dispute by negotiation between the CEO of GE, on the one hand, and the Conflicts Committee, on the other hand. Either Party may initiate the negotiation process by providing a written notice to the other (the "Initial Notice"). Fifteen (15) days after delivery of the Initial Notice, the receiving Party shall submit to the other a written response (the "Response"). The Initial Notice and the Response shall include (i) a statement of the Dispute and of each Party's position and (ii) the name and title of any person that will represent that Party and of any other person who will accompany such person. Such meeting may be in person or by telephone within ten (10) Business Days of the date of the Response to seek a resolution of the Dispute.

6.3 Attorneys' Fees and Costs. Each Party will bear its own attorneys' fees and costs incurred in connection with the resolution of any Dispute in accordance with this Article VI.

ARTICLE VII

MISCELLANEOUS

7.1 Corporate Power; Fiduciary Duty.

(a) GE represents on behalf of itself and the Company represents on behalf of itself, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(b) Notwithstanding any provision of this Agreement, none of GE or the Company shall be required to take or omit to take any act that would violate its fiduciary duties to any minority stockholders of the Company or any non-wholly-owned Subsidiary of GE or the Company, as the case may be (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned).

7.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York, except under Article III, to the extent the substantive Laws of the State of Delaware apply.

7.3 Force Majeure. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other Parties of the nature and extent of any such Force Majeure condition and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

7.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address or email address for a Party as shall be specified in a notice given in accordance with this Section 7.4:

If to GE, to:

General Electric Company
41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Email: jim.waterbury@ge.com

If to the Company, to:

Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
E-mail: will.marsh@bhge.com

7.5 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

7.6 Entire Agreement. This Agreement (including the annexes, exhibits and letters hereto) and the Transaction Documents constitute the entire agreement, and supersede all other prior agreements (including the Original Agreement) and understandings (both written and oral), among the Parties with respect to the subject matter hereof and thereof.

7.7 Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any Party without the prior written consent of the other Party. This Agreement is for the sole benefit of the Parties to this Agreement and the members of their respective Group and their permitted successors and assigns, including any Permitted Transferee (as defined in the Newco LLC Agreement) and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity (other than the Conflicts Committee pursuant to Section 7.8 or Section 7.12) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.8 Amendment; Waiver. No provision of this Agreement may be amended or modified except by a written instrument signed by all the Parties to such agreement; provided that any material amendment or modification of this Agreement shall require the prior written approval of the Conflicts Committee. Either Party may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided, that no waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving; provided, further, that any material waiver of any or all of the Company's rights granted under this Agreement shall require the prior written approval of the Conflicts Committee. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

7.9 Interpretations. When a reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article, Section or Schedule to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Any references in this Agreement to "the date hereof" refers to November 13, 2018. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to "this Agreement," "hereof," "herein," and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement and include any schedules, annexes, exhibits or other attachments to this Agreement. The word "or" shall be deemed to mean "and/or." All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. The Parties have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall

be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement or interim drafts of this Agreement.

7.10 Privileged Matters.

(a) Each of the Parties agrees, on its own behalf and on behalf of its directors, officers, employees and Affiliates, that the law firms listed on Schedule 7.10(a) (the “GE Law Firms”) may serve as counsel to GE and the other members of the GE Group, on the one hand, and the GE O&G Subsidiaries, on the other hand, in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the Transactions, and that, following consummation of the Transactions, the GE Law Firms may serve as counsel to the GE Group or any director, officer, employee or Affiliate of any member of the GE Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement, the other Transaction Documents or the Transactions notwithstanding such representation. In connection with any representation expressly permitted pursuant to the prior sentence, the Company hereby irrevocably waives and agrees not to assert, and agrees to cause the other members of the Company Group to irrevocably waive and not to assert any conflict of interest arising from or in connection with (i) prior representation of the GE O&G Subsidiaries by the GE Law Firms, and (ii) representation of any member of the GE Group prior to and after the Closing by the GE Law Firms. As to any privileged attorney-client communications between the GE Law Firms and any GE O&G Subsidiary prior to the Closing (collectively, the “Privileged Communications”), the Company, together with any of its Affiliates, successors or assigns, agrees that no such party may use or rely on any of the Privileged Communications in any action against or involving any of the Parties after the Closing.

(b) The Company further agrees, on behalf of itself and on behalf of the other members of the Company Group, that all privileged communications in any form or format whatsoever between or among the GE Law Firms, on the one hand, and GE, any other member of the GE Group or the GE O&G Subsidiaries, or any of their respective directors, officers, employees or other representatives, on the other hand, that relate to the negotiation, documentation and consummation of the Transactions, any alternative transactions to the Transactions presented to or considered by GE, any other member of the GE Group or the GE O&G Subsidiaries, or any dispute arising under this Agreement or the other Transaction Documents, unless finally adjudicated to be not privileged by a court of law (collectively, the “Privileged Deal Communications”), shall remain privileged after the Closing and that the Privileged Deal Communications and the expectation of client confidence relating thereto shall belong solely to GE, shall be controlled by GE, and shall not pass to or be claimed by the Company or any other member of the Company Group. The Company agrees that it will not, and that it will cause the other members of the Company Group not to, (i) access or use the Privileged Deal Communications, (ii) seek to have any member of the GE Group waive the attorney-client privilege or any other privilege, or otherwise assert that the Company or any other member of the Company Group has the right to waive the attorney-client privilege or other privilege applicable to the Privileged Deal Communications, or (iii) seek to obtain the Privileged Deal Communications or Non-Privileged Deal Communications (as defined below) from any member of the GE Group or the GE Law Firms.

(c) The Company further agrees, on behalf of itself and on behalf of the other members of the Company Group, that all communications in any form or format whatsoever between or among any of the GE Law Firms, GE, any other member of the GE Group or the GE O&G Subsidiaries, or any of their respective directors, officers, employees or other Affiliates or representatives that relate to the negotiation, documentation and consummation of the Transactions, any alternative transactions to the Transactions presented to or considered by GE, any other member of the GE Group or the GE O&G Subsidiaries, or any dispute arising under this Agreement and that are not Privileged Deal Communications (collectively, the “Non-Privileged Deal Communications”), shall also belong solely to GE, shall be controlled by GE and ownership thereof shall not pass to or be claimed by the Company or any other member of the GE Group.

(d) Notwithstanding the foregoing, in the event that a dispute arises between the Company or any other member of the Company Group, on the one hand, and a third party other than GE, any other member of the GE Group or their respective Affiliates, on the other hand, then the Company or such other member of the Company Group may assert the attorney-client privilege to prevent the disclosure of the Privileged Deal Communications to such third party; provided, however, that to the extent such dispute relates to this Agreement, the other Transaction Documents or the Transactions, none of the Company or any other member of the Company Group may waive such privilege without the prior written consent of GE. If the Company or any other member of the Company Group is legally required to access or obtain a copy of all or a portion of the Privileged Deal Communications, then the Company shall promptly (and, in any event, within three (3) Business Days) notify GE in writing (including by making specific reference to this Section 7.10(d)) so that GE can, at its sole cost and expense, seek a protective order, and the Company agrees to use commercially reasonable efforts to assist therewith.

(e) This Section 7.10 shall apply *mutatis mutandis* with respect to the representation by the law firms listed on Schedule 7.10(e) of the Conflicts Committee and any member of the Company Group (including BHI) and any successors thereof.

7.11 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

7.12 Enforceable by the Conflicts Committee. All of the Company’s and Newco LLC’s rights under this Agreement and the other Transaction Documents may be enforced by the Conflicts Committee; provided that nothing in this Agreement shall require the Conflicts Committee to act on behalf of, or enforce any rights of, the Company or Newco LLC. Any recovery in connection with an Action brought by the Conflicts Committee hereunder or thereunder shall be for the proportionate benefit of all Other Stockholders.

[The remainder of this page has been intentionally left blank; the next page is the signature page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name : Lee Whitley
Title: Corporate Secretary

AMENDED AND RESTATED SUPPLY AGREEMENT

dated as of November 13, 2018

between

GENERAL ELECTRIC COMPANY

and

BAKER HUGHES, A GE COMPANY, LLC

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	5
Section 1.01 Certain Defined Terms	5
ARTICLE II TERM AND TERMINATION	8
Section 2.01 Term	8
Section 2.02 Seller's Obligations on Termination of this Supply Agreement	8
ARTICLE III SCOPE	8
Section 3.01 Scope	8
ARTICLE IV PURCHASE AND SUPPLY OF SELLER GOODS	9
Section 4.01 Purchasing Commitment	9
Section 4.02 Supplying Commitment	9
ARTICLE V PURCHASE ORDERS	9
Section 5.01 Outstanding POs at Closing	9
Section 5.02 PO Contents	10
Section 5.03 Modifications and Scheduling POs	10
Section 5.04 Acceptance of POs	11
ARTICLE VI TERMS & CONDITIONS OF PURCHASE	11
Section 6.01 Terms & Conditions of Purchase	11
ARTICLE VII ALLOCATION OF LIABILITY	12
Section 7.01 Limitation of Liability	12
ARTICLE VIII PRICING, PAYMENT TERMS AND INVOICING	12
Section 8.01 Pricing and Payment Terms	12
Section 8.02 Invoicing	12
Section 8.03 Taxes	12
ARTICLE IX GENERAL PROVISIONS	13
Section 9.01 Authority	13
Section 9.02 Notices	13
Section 9.03 Entire Agreement, Waiver and Modification	14
Section 9.04 No Third-Party Beneficiaries	14
Section 9.05 Compliance with Laws and Regulations	14
Section 9.06 Governing Law; Dispute Resolution	14
Section 9.07 Confidentiality	15
Section 9.08 Counterparts; Electronic Transmission of Signatures	16
Section 9.09 Survival	16

Section 9.10	Assignment	16
Section 9.11	Rules of Construction	16
Section 9.12	Non-Recourse	17
Section 9.13	Audit	17
Section 9.14	Independent Contractors	17

APPENDICES

APPENDIX 1	Seller Goods & Pricing Schedule
APPENDIX 2	Seller Standard Terms
APPENDIX 3	Seller's Software License
APPENDIX 4	Integrity Guide for Suppliers, Contractors and Consultants and other requirements from the GE Supplier website
APPENDIX 5	Outstanding POs at Closing
APPENDIX 6	Certain Terms Governing Controls Seller Goods

SUPPLY AGREEMENT

This Amended and Restated Supply Agreement, dated as of November 13, 2018 (as amended, modified or supplemented from time to time in accordance with its terms, this "Supply Agreement"), is made by and between General Electric Company, a New York corporation ("GE" or "Seller"), on behalf of itself and the legal entities operating on its behalf, and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("BHGELLC" or "Buyer"), on behalf of itself and the legal entities operating on its behalf (each a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation ("Baker Hughes"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Baker Hughes, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have combined GE's oil and gas business ("GE O&G") with BHI to create Baker Hughes;

WHEREAS, pursuant to the Transaction Agreement, upon closing of the transaction, Baker Hughes began to operate as a public company traded on the New York Stock Exchange with approximately 62.5% of the voting stock owned by GE and approximately 37.5% of the voting stock owned by public shareholders;

WHEREAS, Buyer and Seller entered into a Supply Agreement, dated as of July 3, 2017 (the "Original Agreement" and the "Original Effective Date", respectively), under which Buyer agreed to license software or purchase from Seller certain products, equipment or component parts and related services as supplied to Buyer during the Baseline Period as more fully described on Appendix 1 and excluding all Excluded Products, as well as such other products, equipment, or component parts and related services or software as the Parties may agree from time to time (each such software, product, equipment and or component parts or related service being a "Seller Good" and, collectively, the "Seller Goods") and the Parties desire that this Supply Agreement and any POs issued, acknowledged and agreed to by Seller pursuant to this Supply Agreement establish the exclusive terms and conditions as to the transactions for the Seller Goods; and

WHEREAS, Buyer and Seller (having received the approval of the Conflicts Committee (as defined in the Stockholders Agreement)) desire to amend and restate the Original Agreement in its entirety, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. The following capitalized terms used in this Supply Agreement shall have the meanings set forth below:

“Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person; however, for purposes of this Supply Agreement, (i) Baker Hughes and its Subsidiaries shall not be considered affiliates of GE and (ii) GE and its Subsidiaries (except for the Subsidiaries of Baker Hughes) shall not be considered affiliates of Baker Hughes.

“Baker Hughes” shall have the meaning set forth in the Recitals.

“Baseline Period” shall mean the 12-month period immediately preceding October 30, 2016.

“Business Day” shall mean a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Buyer” shall have the meaning set forth in the Preamble.

“Control” or “Controlling” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Controls Seller Goods” means the Seller Goods listed in Appendix 1 under the heading “Controls – Baker Hughes Purchases from GE Divisions”; provided that, upon the effectiveness of the HDGT Supply Agreement, such Seller Goods are not for HDGTs (as defined in the HDGT Supply Agreement). For the avoidance of doubt, upon the effectiveness of the HDGT Supply Agreement, the sale by Seller to Buyer or any of its Affiliates of Controls Seller Goods that are for HDGTs are governed exclusively by the HDGT Supply Agreement.

“Excluded Products” shall mean any (i) GE Digital Services, including the GE entities-hosted Predix platform and related applications and (ii) any Professional or Consultancy Services.

“GE Digital Services” shall mean those products and services that are the subject of that certain GE Digital Master Products and Services Agreement, dated as of July 3, 2017, between GE Digital LLC and BHGELLC, as amended on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“GE O&G” shall have the meaning set forth in the Recitals.

“Governmental Entity” shall mean any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

“Group” shall mean with respect to either Party, such Party (either Buyer or Seller, as applicable), as well as its Affiliates and their respective shareholders, officers, directors, employees. For the avoidance of doubt, Group shall not include, in connection with the PO to which the Seller Goods relate, a Party’s customer, joint venture partners, joint interest owners, co-lessees, consortium members or other partners, or contractors and subcontractors of any tier in connection with such PO. “Buyer Group” and “Seller Group” shall be construed accordingly. Seller Group does not include any member of Buyer Group and Buyer Group does not include any member of Seller Group.

“HDGT Supply Agreement” means that certain Supply Agreement, dated as of November 13, 2018, between GE and BHGELLC (as amended, modified or supplemented from time to time in accordance with its terms).

“Initial Term” shall have the meaning set forth in Section 2.01.

“Law” shall mean any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

“Original Effective Date” shall have the meaning set forth in the Preamble.

“Party” shall mean Seller and Buyer individually, and “Parties” means Seller and Buyer collectively, and, in each case, the legal entities operating on their behalf and entering into POs hereunder, and further in each case their permitted successors and assigns.

“Person” shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

“POs” shall mean purchase orders issued by Buyer or any of its Affiliates to Seller for the Seller Goods during the Term.

“Professional or Consultancy Services” shall mean any service provided by or to GE or its Affiliates or by or to Baker Hughes or its Affiliates pursuant to a Long-Term Ancillary Agreement (as defined in the Transaction Agreement) but excluding this Supply Agreement.

“Regardless of Cause or Action” shall mean (to the maximum extent permitted by applicable Law), regardless of: cause, fault, default, negligence in any form or degree, strict or absolute liability, breach of duty (statutory or otherwise) of any person, including in each of the foregoing cases of the indemnified person, unseaworthiness of any vessel, or any defect in any premises/vessel; for all of the above, whether pre-existing or not and whether the damages, liabilities, or claims of any kind result from contract, warranty, indemnity, tort/extra-contractual or strict liability, quasi contract, Law, or otherwise.

“Representatives” shall mean the applicable Party’s respective directors, officers, members, employees, representatives, agents, attorneys, consultants, contractors, accountants, financial advisors and other advisors.

“Seller” shall have the meaning set forth in the Preamble.

“Seller Goods” shall have the meaning set forth in the Preamble.

“Seller’s Software License” shall mean each applicable license set forth on Appendix 3 hereto.

“Seller Standard Terms” shall mean each applicable Seller’s terms and conditions for sale or license of the Seller Goods and attached as Appendix 2 (for certain products, equipment or component parts and related services) and Appendix 3 (for certain Seller software, including software as a service (SaaS), embedded software, or software that is installed on Buyer’s equipment), including geographic variations for each such Seller Standard Terms as currently in use at the time of execution of the Original Agreement, in each case, with such amendments, modifications and supplements to each such applicable standard terms as the applicable Seller may adopt from time to time, but solely to the extent such amendments, modifications and supplements are required by applicable Law or as otherwise agreed to in writing by the Parties.

“Site” shall mean the premises where Seller Goods are used or services are performed, not including Seller’s premises from which it performs services.

“Stockholders Agreement” shall mean that certain Stockholders Agreement between GE and Baker Hughes dated as of July 3, 2017, as amended on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“Subsidiary” shall mean with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

“Supply Agreement” shall have the meaning set forth in the Preamble.

“Supply and Technology Development Agreement” shall mean that certain Supply and Technology Development Agreement, dated as of November 13, 2018, by and among GE, acting through its GE Aviation business unit and the legal entities operating on its behalf, BHGE LLC and GE, on behalf of its GE Power business.

“Tax” shall have the meaning set forth in the Transaction Agreement.

“Trigger Date” shall have the meaning set forth in the Stockholders Agreement.

ARTICLE II

TERM AND TERMINATION

Section 2.01 Term. The term of this Supply Agreement shall commence on the Original Effective Date and shall continue for a period of sixty (60) months (the "Initial Term"); provided that the Initial Term with respect to Controls Seller Goods shall not terminate prior to the day that is the fourth anniversary of the Trigger Date. Following the Initial Term, this Supply Agreement shall automatically renew on a yearly basis until the Trigger Date with respect to all Seller Goods other than the Controls Seller Goods (including the Initial Term, the "Term"). Upon the Trigger Date, the terms of this Supply Agreement shall continue to govern all POs governed by this Supply Agreement that are entered into between the Parties prior to the Trigger Date.

Section 2.02 Seller's Obligations on Termination of this Supply Agreement. Unless otherwise specified by Buyer, and to the extent not already provided for in any PO, upon Seller's receipt of a notice of termination of this Supply Agreement, Seller shall promptly: (a) stop work under any POs outstanding as of such notice date as directed in the notice; (b) place no further subcontracts/orders in respect of any such outstanding POs; (c) terminate, or if requested by Buyer assign, all such outstanding POs; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and materials required or produced expressly for such terminated POs that have been paid for in full by Buyer.

ARTICLE III

SCOPE

Section 3.01 Scope.

(a) This Supply Agreement shall apply to all POs issued by Buyer or any of its Affiliates to Seller for the (i) Seller Goods (other than Controls Seller Goods) on or following the Original Effective Date during the Term and (ii) the Controls Seller Goods following the Original Effective Date to the date that is the fourth anniversary of the Trigger Date. No pre-printed, click through, click wrap or reverse side terms and conditions included in document(s) of either Party, other than the Seller Standard Terms, shall be binding or have any legal effect whatsoever on this Supply Agreement and/or any POs. The terms governing (i) quantities and purchaser orders and (ii) terms and conditions of purchase, in each case, relating to Controls Seller Goods, shall be contained in Appendix 6. To the extent there is any conflict between the terms of this Supply Agreement and Appendix 6 with respect to such provisions, the terms of Appendix 6 shall control.

(b) Upon the effectiveness of the Supply and Technology Development Agreement, Buyer shall not be entitled to purchase any aero-derivative products, components and services from the GE Aviation business unit of GE pursuant to this Supply Agreement; such aero-derivative products, components and services shall only be available for purchase through the Supply and Technology Development Agreement.

(c) Upon the effectiveness of the HDGT Supply Agreement, Buyer shall not be entitled to purchase any heavy duty gas turbine products, components and services from the GE Power business unit of GE pursuant to this Supply Agreement; such heavy duty gas turbine products, components and services shall only be available for purchase through the Supply and Technology Development Agreement.

ARTICLE IV

PURCHASE AND SUPPLY OF SELLER GOODS

Section 4.01 Purchasing Commitment.

(a) During the Term, Buyer or any of its Affiliates acting on its behalf may purchase from Seller any or all of the Seller Goods.

(b) The Parties hereby acknowledge that the quantities of Seller Goods (i) are subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements and (ii) shall not, other than with respect to accepted POs, constitute a commitment or obligation by Buyer or any Affiliate to purchase any minimum percentage or volume of Seller Goods from Seller or any other entity.

Section 4.02 Supplying Commitment.

(a) Seller shall sell any or all of the Seller Goods to Buyer or any of its Affiliates pursuant to any POs accepted by Seller in its discretion in accordance with the terms of this Supply Agreement; *provided* that, with respect to the Controls Seller Goods, subject to Appendix 6 hereof, Seller shall be required to accept all POs issued by Buyer or any of its Affiliates, and to sell to Buyer or any of its Affiliates (as applicable) all Controls Seller Goods ordered thereunder.

(b) At all times during the Term, Seller agrees to possess and maintain the necessary capacity, machinery, personnel and resources to sell to Buyer or any of its Affiliates at least the volume of Seller Goods set forth in all outstanding POs accepted by Seller in its discretion pursuant to this Supply Agreement.

(c) Subject to the manufacturing and delivery forecasting provisions of the applicable PO, Seller shall not discriminate between Buyer, on the one hand, and any other customer of Seller, on the other, in the scheduling or the provision of any of the Seller Goods, but nothing in this Supply Agreement shall entitle Buyer to any priority over other customers in such scheduling or provision, unless such is expressly agreed to in writing by Buyer and Seller in the applicable PO.

ARTICLE V

PURCHASE ORDERS

Section 5.01 Outstanding POs at Closing. Seller shall fulfil all POs issued by Buyer and accepted by Seller in writing as of the Original Effective Date with respect to the

Seller Goods as set forth on Appendix 5, at the prices specified in such POs and upon the terms already in place; provided that such terms are in the ordinary course consistent with past practice during the Baseline Period. For any POs accepted on or following the Original Effective Date, this Supply Agreement will supersede any existing agreements between Buyer on the one hand, and Seller, on the other hand, for the purchase or license of Seller Goods.

Section 5.02 PO Contents. All purchases or licenses of the Seller Goods under this Supply Agreement shall be subject to the issuance of a PO by Buyer or any of its Affiliates and the acceptance of such PO by Seller pursuant to the applicable Seller Standard Terms. POs issued by Buyer or any of its Affiliates pursuant to this Supply Agreement shall contain at a minimum:

- (a) a PO number;
- (b) a Seller Good description or reference and scope of supply;
- (c) the required delivery date or dates or delivery forecast and delivery terms (determined consistently with the practices of the applicable Seller and Buyer during the Baseline Period with respect to such forecasting) if different from the terms set forth in the applied Seller Standard Terms;
- (d) the applicable prices as determined in accordance with Section 8.01 of this Supply Agreement or as otherwise agreed in writing between the Parties;
- (e) the quantities to be released for delivery;
- (f) any applicable technical requirements;
- (g) any clauses required by applicable Law;
- (h) any clauses requested by Buyer, including to comply with its customer terms, that are different from the Seller Standard Terms, which will be highlighted in the PO in order to ensure that Seller is aware of and can expressly agree to and comply with such clauses, and, provided that Seller is not required to agree to any such Buyer requests; and
- (i) a statement on the face of the PO that reads as follows: “The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Supply Agreement entered into by General Electric Company, a New York corporation and Baker Hughes, a GE company, LLC, a Delaware limited liability company on July 3, 2017”, or, in the case of POs issued after November 12, 2018, “The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Amended and Restated Supply Agreement entered into by General Electric Company, a New York corporation and Baker Hughes, a GE company, LLC, a Delaware limited liability company on November 13, 2018”; provided that the terms of this Supply Agreement shall apply notwithstanding the absence of such statement on the face of any PO between the Parties during the Term of this Supply Agreement.

Section 5.03 Modifications and Scheduling POs.

(a) All delivery dates, shipping instructions, quantities ordered and other like terms of a PO may be revised upon the issuance by Buyer to Seller of a change order in writing; *provided* that any and all changes set forth in such change orders must first be mutually agreed to by and between Buyer and Seller. If any such change results in an increase or decrease in the cost or time required for the performance of the work under the PO, there shall be a mutually agreed equitable adjustment of the PO price and the scheduled delivery date(s). Buyer shall pay for all work that Seller commenced for which the Seller has incurred costs under the PO prior to any quantities being decreased. Seller shall not be obligated to proceed with any requested changed or extra work, or other terms, until the price of such change and its effect on the scheduled delivery date(s) have been agreed upon and effected by a change order.

(b) Seller agrees to provide a general schedule and confirmation of completion/shipment date(s) at the time a PO is placed and accepted; *provided* that none of these schedules or confirmations shall modify any applicable agreed delivery date(s) set forth in the relevant POs as accepted by Seller. Subject to appropriate safeguards for the protection of Seller's proprietary information and upon reasonable advance request, Seller also agrees to allow Buyer's staff regular access to its facilities to review the PO status and quality, and to provide a bi-monthly report on schedule status. In the event that any portion of the Seller Goods falls behind schedule, Seller shall (a) provide a detailed schedule and verbal updates as needed with regard to the status of the PO completion and (b) allow for on-site expediting by Buyer or an agent appointed by them.

Section 5.04 Acceptance of POs. All POs, acceptances, change orders and other writings or electronic communications between the Parties, regardless of whether stated on the face of the PO or not, shall be (i) governed by this Supply Agreement and (ii) shall be deemed a separate and independent contract between Seller and Buyer from any other PO issued hereunder.

ARTICLE VI

TERMS & CONDITIONS OF PURCHASE

Section 6.01 Terms & Conditions of Purchase.

(a) Purchases made by Buyer of Seller Goods shall be subject to the following:

- (i) the terms of this Supply Agreement;
- (ii) the applicable Seller Standard Terms; and

(iii) subject to Section 5.02(h), any additional terms contained in POs issued hereunder (including, on a PO by PO basis, any modifications to the Seller Standard Terms that the Parties may, from time to time, agree to in writing following negotiations as may be required to meet the specification and contractual requirements of Buyer or Buyer's end customer).

(b) In the event of a conflict, the following order of precedence will prevail:

- (i) the terms of this Supply Agreement, excluding the applicable Seller Standard Terms and Seller's Software License;
- (ii) the terms of any POs issued hereunder;
- (iii) Seller's Software License for the license of Seller's software;
- (iv) the applicable Seller Standard Terms; and
- (v) drawings, specifications and related documents specifically incorporated by reference herein or in any PO.

ARTICLE VII

ALLOCATION OF LIABILITY

Section 7.01 Limitation of Liability. Notwithstanding anything to the contrary contained in this Supply Agreement or the applicable Seller Standard Terms, the Parties hereby agree that neither the Buyer nor the Seller shall be liable to the other for any loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating cost, or any consequential, indirect, incidental, special or punitive damages Regardless of Cause or Action or claims of Buyer's customers for the foregoing types of damages.

ARTICLE VIII

PRICING, PAYMENT TERMS AND INVOICING

Section 8.01 Pricing and Payment Terms.

(a) Pricing for the Seller Goods set forth on Appendix 1 shall be based on the methodology set forth thereon. Charges in addition to those determined by the applicable pricing methodology (including charges in respect of terms pursuant to Section 6.01(a)(iii)) shall be agreed to in writing by Buyer and Seller.

(b) Pricing for the Seller Goods not set forth on Appendix 1 shall be determined based on pricing methodologies used by Seller for pricing such Seller Goods during the Baseline Period and in the absence of past orders on an arms' length basis.

Section 8.02 Invoicing. Buyer shall pay or settle each invoice from Seller, either directly by wire transfer or through GE's inter-company settlement system, no later than 30 days after Buyer's receipt of Seller's invoice.

Section 8.03 Taxes.

(a) Pricing for Seller Goods is exclusive of, and Buyer shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Seller Goods purchased by Buyer pursuant to this Supply Agreement; *provided* that (i) to the extent such Taxes are required to be collected and remitted by Seller, Buyer shall pay such Taxes to such Seller upon receipt of an invoice from such Seller, and (ii) for the avoidance of doubt, such Pricing shall be inclusive of, and Seller shall bear, any income similar Taxes imposed on or payable by Seller.

(b) Cooperation The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 8.03.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Authority. Each Party represents that it has full power and authority to enter into and perform this Supply Agreement. Each Party represents that those persons signing this Supply Agreement on behalf of such Party are duly authorized Representatives of such Party and properly empowered to execute this Supply Agreement.

Section 9.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 9.02.

(a) If to Seller:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (203) 286-2181
Email: jim.waterbury@ge.com

(b) If to Buyer:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

Section 9.03 Entire Agreement, Waiver and Modification. This Supply Agreement, the applicable Seller Standard Terms and any POs issued hereunder are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof shall be binding upon a Party unless made in writing and executed by an authorized Representative of such Party.

Section 9.04 No Third-Party Beneficiaries. This Supply Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Supply Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of Seller or Buyer, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Supply Agreement.

Section 9.05 Compliance with Laws and Regulations.

(a) Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Supply Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party. Seller acknowledges that it has received, reviewed and agrees to follow the GE Integrity Guide for Suppliers, Contractors and Consultants, and other requirements of GE Suppliers hyperlinked or attached hereto as Appendix 4. The policies and procedures outlined in Appendix 4 shall apply to Baker Hughes or GE when it acts as Seller hereunder regardless of whether it has adopted or modified such policies.

(b) The PO price is based on Seller's design, manufacture and delivery of the Seller Goods pursuant to (a) its design criteria, manufacturing processes and procedures and quality assurance program, (b) those portions of industry specifications, codes and standards in effect as of the date of the PO that are applicable to the Seller Goods, and (c) United States Federal, State and local laws and rules of Governmental Entities in effect and applicable to the Seller Goods on the date of the PO.

Section 9.06 Governing Law; Dispute Resolution.

(a) This Supply Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

(b) The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Any dispute arising out of or in connection with this Supply Agreement or any POs issued under it between Buyer and Seller should be resolved as rapidly as reasonably possible pursuant to good faith discussion between the respective project or transaction level employees. If a dispute cannot be resolved between the project or transaction level employees within four (4) weeks of the dispute arising, the project or transaction level employees should submit the dispute to the leaders of their respective businesses for resolution. If the business leaders are unable to resolve the dispute promptly, it should be escalated to the Chief Executive Officer of Baker Hughes and the Chief Executive Officer of the relevant Tier 1 GE business (or such other equivalent officer as designated by such Tier 1 GE business Chief Executive Officer). If the dispute is nonetheless unresolved, the dispute resolutions procedures in (d) below shall apply.

(d) Any dispute arising out of or in connection with this Supply Agreement or an individual PO that cannot be settled by the negotiation procedure set forth in Section 9.06(c) shall be resolved in accordance with the dispute resolution provision in Seller Standard Terms.

Section 9.07 Confidentiality. In addition, and not in contravention, to the confidentiality provisions set forth in the Seller Standard Terms and the Transaction Agreement, the Parties agree as follows:

(a) In connection with this Supply Agreement, Seller and Buyer (as to information disclosed, the “Disclosing Party”) may each provide the other Party (as to information received, the “Receiving Party”) with Confidential Information. “Confidential Information” means (a) all pricing for Seller Goods, (b) all information that is designated in writing as “confidential” or “proprietary” by the Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as “confidential” or “proprietary” by the Disclosing Party at the time of oral disclosure and is confirmed to be “confidential” or “proprietary” in writing within 10 days after oral disclosure. The obligations of this Section 9.07 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its Representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its Representatives or its Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party with respect to such information; (iii) is independently developed by Receiving Party, its Representatives or its Affiliates, without reference to the Confidential Information as evidenced by written documents; or (iv) is approved for disclosure in writing by the Disclosing Party.

(b) The Receiving Party agrees, (i) to use the Confidential Information only in connection with this Supply Agreement and permitted use(s) and maintenance of the Seller Goods, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its Representatives who have a need to know such information for such Party to perform its obligations under this Supply Agreement or in connection with the permitted use(s) and maintenance of the Seller Goods, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party further agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Section 9.07 before disclosing the Confidential Information.

(c) If the Receiving Party or any of its Affiliates or Representatives is required by Law, legal process or a Governmental Entity to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Section 9.07. If, absent the entry of a protective order or other similar remedy, the Receiving Party is based on the advice of its counsel legally compelled to disclose such Confidential Information, such Party may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed.

(d) Upon written request of the Disclosing Party, the Receiving Party shall promptly at its option either: (i) return all Confidential Information disclosed to it or (ii) destroy (with such destruction certified in writing by the Disclosing Party) all Confidential Information, without retaining any copy thereof, except to the extent retention is necessary for the limited purpose to enable permitted use(s) and maintenance of the Seller Goods. No such termination of this Supply Agreement or return or destruction of any Confidential Information will affect the confidentiality obligations of the Receiving Party all of which will continue in effect as provided in this Supply Agreement.

(e) No Party shall make any press release or similar public announcement with respect to this Supply Agreement or any of the matters referred to herein.

Section 9.08 Counterparts; Electronic Transmission of Signatures. This Supply Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 9.09 Survival. The provisions of Article VI, Article VII, Article VIII, and Article IX of this Supply Agreement shall survive its termination.

Section 9.10 Assignment. Neither Buyer nor Seller shall be entitled to assign this Supply Agreement or any PO that incorporates this Supply Agreement to a third party non-Affiliate without the prior written consent of the other Party. Any assignee of Seller or Buyer shall be bound by the terms and conditions of this Supply Agreement.

Section 9.11 Rules of Construction. Interpretation of this Supply Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Appendix are references to the Articles, Sections, paragraphs and Appendices of this Supply Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Supply Agreement, including the Appendices and Exhibits hereto; (d) references to "\$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in this Supply Agreement shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to

“written” or “in writing” include in electronic mail form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Supply Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supply Agreement; (j) Seller and Buyer have each participated in the negotiation and drafting of this Supply Agreement and all appendices and if an ambiguity or question of interpretation should arise, this Supply Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Supply Agreement; (k) a reference to any Person includes such Person’s successors and permitted assigns; (l) any reference to “days” means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Supply Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 9.12 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or Representative of Seller or Buyer shall have any liability for any obligations or liabilities of such Party under this Supply Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.13 Audit. Seller shall maintain a complete and correct set of records pertaining to expenses and other reimbursable costs that have been invoiced to the Buyer pursuant to the provision of Seller Goods under this Supply Agreement and compliance with Law (if Seller Goods being procured are in support of a United States government end customer or an end customer funded in whole or in part by the United States government) applicable to Seller’s performance under this Supply Agreement (the “Records”). Upon the expiration or termination of this Supply Agreement, Buyer shall have the right, for 12-months from such expiration or termination, upon reasonable prior notice and during normal business hours, at Buyer’s election and expense, to conduct one reasonable audit of the Records of Seller through an audit conducted by an independent third party auditor. Seller shall take all reasonable measures to ensure the safety of any auditor who is present on its premises.

Section 9.14 Independent Contractors. The relationship of Seller and Buyer established by this Supply Agreement is that of independent contractors.

IN WITNESS WHEREOF, the Parties have caused this Supply Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

AMENDED AND RESTATED SUPPLY AGREEMENT

dated as of November 13, 2018

between

BAKER HUGHES, A GE COMPANY, LLC

and

GENERAL ELECTRIC COMPANY

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	5
Section 1.01 Certain Defined Terms	5
ARTICLE II TERM AND TERMINATION	7
Section 2.01 Term	7
Section 2.02 Seller's Obligations on Termination of this Supply Agreement	8
ARTICLE III SCOPE	8
Section 3.01 Scope	8
ARTICLE IV PURCHASE AND SUPPLY OF SELLER GOODS	8
Section 4.01 Purchasing Commitment	8
Section 4.02 Supplying Commitment	8
ARTICLE V PURCHASE ORDERS	9
Section 5.01 Outstanding POs at Closing	9
Section 5.02 PO Contents	9
Section 5.03 Modifications and Scheduling POs	10
Section 5.04 Acceptance of POs	11
ARTICLE VI TERMS & CONDITIONS OF PURCHASE	11
Section 6.01 Terms & Conditions of Purchase	11
ARTICLE VII ALLOCATION OF LIABILITY	11
Section 7.01 Limitation of Liability	11
ARTICLE VIII PRICING, PAYMENT TERMS AND INVOICING	12
Section 8.01 Pricing and Payment Terms	12
Section 8.02 Invoicing	12
Section 8.03 Taxes	12
ARTICLE IX GENERAL PROVISIONS	12
Section 9.01 Authority	12
Section 9.02 Notices	12
Section 9.03 Entire Agreement, Waiver and Modification	13
Section 9.04 No Third-Party Beneficiaries	13
Section 9.05 Compliance with Laws and Regulations	13
Section 9.06 Governing Law; Dispute Resolution	14
Section 9.07 Confidentiality	14

Section 9.08	Counterparts; Electronic Transmission of Signatures	16
Section 9.09	Survival	16
Section 9.10	Assignment	16
Section 9.11	Rules of Construction	16
Section 9.12	Non-Recourse	16
Section 9.13	Audit	17
Section 9.14	Independent Contractors	17
Section 9.15	Non-Solicitation Covenant	17

APPENDICES

APPENDIX 1	Seller Goods & Pricing Schedule
APPENDIX 2	Seller Standard Terms
APPENDIX 3	Seller's Software License
APPENDIX 4	Integrity Guide for Suppliers, Contractors and Consultants and other requirements from the GE Supplier website
APPENDIX 5	Outstanding POs at Closing
APPENDIX 6	Certain Terms Governing Controls Seller Goods

SUPPLY AGREEMENT

This Amended and Restated Supply Agreement, dated as of November 13, 2018 (as amended, modified or supplemented from time to time in accordance with its terms, this "Supply Agreement"), is made by and between Baker Hughes, a GE company, LLC, a Delaware limited liability company ("BHGELLC" or "Seller"), on behalf of itself and the legal entities operating on its behalf, and General Electric Company, a New York corporation ("GE" or "Buyer"), on behalf of itself and the legal entities operating on its behalf (each a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation ("Baker Hughes"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Baker Hughes, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have combined GE's oil and gas business ("GE O&G") with BHI to create Baker Hughes;

WHEREAS, pursuant to the Transaction Agreement, upon closing of the transaction, Baker Hughes began to operate as a public company traded on the New York Stock Exchange with approximately 62.5% of the voting stock owned by GE and approximately 37.5% of the voting stock owned by public shareholders;

WHEREAS, Buyer and Seller entered into a Supply Agreement, dated as of July 3, 2017 (the "Original Agreement" and the "Original Effective Date", respectively), under which Buyer agreed to license software or purchase from Seller certain products, equipment or component parts and related services as supplied to Buyer during the Baseline Period as more fully described on Appendix 1 and excluding all Excluded Products, as well as such other products, equipment, or component parts and related services or software as the Parties may agree from time to time (each such software, product, equipment and or component parts or related service being a "Seller Good" and, collectively, the "Seller Goods") and the Parties desire that this Supply Agreement and any POs issued, acknowledged and agreed to by Seller pursuant to this Supply Agreement establish the exclusive terms and conditions as to the transactions for the Seller Goods; and

WHEREAS, Buyer and Seller (having received the approval of the Conflicts Committee (as defined in the Stockholders Agreement)) desire to amend and restate the Original Agreement in its entirety, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Certain Defined Terms. The following capitalized terms used in this Supply Agreement shall have the meanings set forth below:

“Affiliate” shall mean, as to any Person, any other Person which, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person; however, for purposes of this Supply Agreement, (i) Baker Hughes and its Subsidiaries shall not be considered affiliates of GE and (ii) GE and its Subsidiaries (except for the Subsidiaries of Baker Hughes) shall not be considered affiliates of Baker Hughes.

“Baker Hughes” shall have the meaning set forth in the Recitals.

“Baseline Period” shall mean the 12-month period immediately preceding October 30, 2016.

“Business Day” shall mean a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Buyer” shall have the meaning set forth in the Preamble.

“Channel Agreement” means that certain Channel Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE and BHGE.

“Control” or “Controlling” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“Controls Seller Goods” means the Seller Goods listed in Appendix 1 under the heading “Controls – GE Division Purchases from Baker Hughes”.

“Excluded Products” shall mean any (i) GE Digital Services, including the GE entities-hosted Predix platform and related applications and (ii) any Professional or Consultancy Services.

“GE Digital Services” shall mean those products and services that are the subject of that certain GE Digital Master Products and Services Agreement, dated as of July 3, 2017, between GE Digital LLC and BHGELLC, as amended on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“GE O&G” shall have the meaning set forth in the Recitals.

“Governmental Entity” shall mean any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

“Group” shall mean with respect to either Party, such Party (either Buyer or Seller, as applicable), as well as its Affiliates and their respective shareholders, officers, directors, employees. For the avoidance of doubt, Group shall not include, in connection with the PO to which the Seller Goods relate, a Party’s customer, joint venture partners, joint interest owners, co-lessees, consortium members or other partners, or contractors and subcontractors of any tier in connection with such PO. “Buyer Group” and “Seller Group” shall be construed accordingly. Seller Group does not include any member of Buyer Group and Buyer Group does not include any member of Seller Group.

“Initial Term” shall have the meaning set forth in Section 2.01.

“Law” shall mean any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

“Non-Competition Agreement” shall mean that certain Non-Competition Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE and BHGE.

“Original Effective Date” shall have the meaning set forth in the Preamble.

“Party” shall mean Seller and Buyer individually, and “Parties” means Seller and Buyer collectively, and, in each case, the legal entities operating on their behalf and entering into POs hereunder, and further in each case their permitted successors and assigns.

“Person” shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

“POs” shall mean purchase orders issued by Buyer or any of its Affiliates to Seller for the Seller Goods during the Term.

“Professional or Consultancy Services” shall mean any service provided by or to GE or its Affiliates or by or to Baker Hughes or its Affiliates pursuant to a Long-Term Ancillary Agreement (as defined in the Transaction Agreement) but excluding this Supply Agreement.

“Regardless of Cause or Action” shall mean (to the maximum extent permitted by applicable Law), regardless of: cause, fault, default, negligence in any form or degree, strict or absolute liability, breach of duty (statutory or otherwise) of any person, including in each of the foregoing cases of the indemnified person, unseaworthiness of any vessel, or any defect in any premises/vessel; for all of the above, whether pre-existing or not and whether the damages, liabilities, or claims of any kind result from contract, warranty, indemnity, tort/extra-contractual or strict liability, quasi contract, Law, or otherwise.

“Representatives” shall mean the applicable Party’s respective directors, officers, members, employees, representatives, agents, attorneys, consultants, contractors, accountants, financial advisors and other advisors.

“Seller” shall have the meaning set forth in the Preamble.

“Seller Goods” shall have the meaning set forth in the Preamble.

“Seller’s Software License” shall mean each applicable license set forth on Appendix 3 hereto.

“Seller Standard Terms” shall mean each applicable Seller’s terms and conditions for sale or license of the Seller Goods and attached as Appendix 2 (for certain products, equipment or component parts and related services) and Appendix 3 (for certain Seller software, including software as a service (SaaS), embedded software, or software that is installed on Buyer’s equipment), including geographic variations for each such Seller Standard Terms as currently in use at the time of execution of the Original Agreement, in each case, with such amendments, modifications and supplements to each such applicable standard terms as the applicable Seller may adopt from time to time, but solely to the extent such amendments, modifications and supplements are required by applicable Law or as otherwise agreed to in writing by the Parties.

“Site” shall mean the premises where Seller Goods are used or services are performed, not including Seller’s premises from which it performs services.

“Stockholders Agreement” shall mean that certain Stockholders Agreement between GE and Baker Hughes dated as of July 3, 2017, as amended on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“Subsidiary” shall mean with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

“Supply Agreement” shall have the meaning set forth in the Preamble.

“Tax” shall have the meaning set forth in the Transaction Agreement.

“Trigger Date” shall have the meaning set forth in the Stockholders Agreement.

ARTICLE II

TERM AND TERMINATION

Section 2.01 Term. The term of this Supply Agreement shall commence on the Original Effective Date and shall continue for a period of sixty (60) months (the “Initial Term”); provided that the Initial Term with respect to Controls Seller Goods shall not terminate prior to

the day that is the fourth anniversary of the Trigger Date. Following the Initial Term, this Supply Agreement shall automatically renew on a yearly basis until the Trigger Date with respect to all Seller Goods other than the Controls Seller Goods (including the Initial Term, the “Term”). Upon the Trigger Date, the terms of this Supply Agreement shall continue to govern all POs governed by this Supply Agreement that are entered into between the Parties prior to the Trigger Date.

Section 2.02 Seller’s Obligations on Termination of this Supply Agreement. Unless otherwise specified by Buyer, and to the extent not already provided for in any PO, upon Seller’s receipt of a notice of termination of this Supply Agreement, Seller shall promptly: (a) stop work under any POs outstanding as of such notice date as directed in the notice; (b) place no further subcontracts/orders in respect of any such outstanding POs; (c) terminate, or if requested by Buyer assign, all such outstanding POs; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and materials required or produced expressly for such terminated POs that have been paid for in full by Buyer.

ARTICLE III

SCOPE

Section 3.01 Scope. This Supply Agreement shall apply to all POs issued by Buyer or any of its Affiliates to Seller for the (i) Seller Goods (other than Controls Seller Goods) on or following the Original Effective Date during the Term and (ii) the Controls Seller Goods following the Original Effective Date to the date that is the fourth anniversary of the Trigger Date. No pre-printed, click through, click wrap or reverse side terms and conditions included in document(s) of either Party, other than the Seller Standard Terms, shall be binding or have any legal effect whatsoever on this Supply Agreement and/or any POs. The terms governing (i) quantities and purchaser orders and (ii) terms and conditions of purchase, in each case, relating to Controls Seller Goods, shall be contained in Appendix 6. To the extent there is any conflict between the terms of this Supply Agreement and Appendix 6 with respect to such provisions, the terms of Appendix 6 shall control.

ARTICLE IV

PURCHASE AND SUPPLY OF SELLER GOODS

Section 4.01 Purchasing Commitment.

(a) During the Term, Buyer or any of its Affiliates acting on its behalf may purchase from Seller any or all of the Seller Goods.

(b) The Parties hereby acknowledge that the quantities of Seller Goods (i) are subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements and (ii) shall not, other than with respect to accepted POs, constitute a commitment or obligation by Buyer or any Affiliate to purchase any minimum percentage or volume of Seller Goods from Seller or any other entity.

Section 4.02 Supplying Commitment.

(a) Seller shall sell any or all of the Seller Goods to Buyer or any of its Affiliates pursuant to any POs accepted by Seller in its discretion in accordance with the terms of this Supply Agreement; *provided* that with respect to the Controls Seller Goods, subject to Appendix 6 hereof, Seller shall be required to accept all POs issued by Buyer or any of its Affiliates, and to sell to Buyer or any of its Affiliates (as applicable) all Controls Seller Goods ordered thereunder.

(b) At all times during the Term, Seller agrees to possess and maintain the necessary capacity, machinery, personnel and resources to sell to Buyer or any of its Affiliates at least the volume of Seller Goods set forth in all outstanding POs accepted by Seller in its discretion pursuant to this Supply Agreement.

(c) Subject to the manufacturing and delivery forecasting provisions of the applicable PO, Seller shall not discriminate between Buyer, on the one hand, and any other customer of Seller, on the other, in the scheduling or the provision of any of the Seller Goods, but nothing in this Supply Agreement shall entitle Buyer to any priority over other customers in such scheduling or provision, unless such is expressly agreed to in writing by Buyer and Seller in the applicable PO.

ARTICLE V

PURCHASE ORDERS

Section 5.01 Outstanding POs at Closing. Seller shall fulfil all POs issued by Buyer and accepted by Seller in writing as of the Original Effective Date with respect to the Seller Goods as set forth on Appendix 5, at the prices specified in such POs and upon the terms already in place; provided that such terms are in the ordinary course consistent with past practice during the Baseline Period. For any POs accepted on or following the Original Effective Date, this Supply Agreement will supersede any existing agreements between Buyer on the one hand, and Seller, on the other hand, for the purchase or license of Seller Goods.

Section 5.02 PO Contents. All purchases or licenses of the Seller Goods under this Supply Agreement shall be subject to the issuance of a PO by Buyer or any of its Affiliates and the acceptance of such PO by Seller pursuant to the applicable Seller Standard Terms. POs issued by Buyer or any of its Affiliates pursuant to this Supply Agreement shall contain at a minimum:

(a) a PO number;

(b) a Seller Good description or reference and scope of supply;

(c) the required delivery date or dates or delivery forecast and delivery terms (determined consistently with the practices of the applicable Seller and Buyer during the Baseline Period with respect to such forecasting) if different from the terms set forth in the applied Seller Standard Terms;

(d) the applicable prices as determined in accordance with Section 8.01 of this Supply Agreement or as otherwise agreed in writing between the Parties;

- (e) the quantities to be released for delivery;
- (f) any applicable technical requirements;
- (g) any clauses required by applicable Law;

(h) any clauses requested by Buyer, including to comply with its customer terms, that are different from the Seller Standard Terms, which will be highlighted in the PO in order to ensure that Seller is aware of and can expressly agree to and comply with such clauses, and, provided that Seller is not required to agree to any such Buyer requests; and

(i) a statement on the face of the PO that reads as follows: “The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Supply Agreement entered into by Baker Hughes, a GE company, LLC, a Delaware limited liability company and General Electric Company, a New York corporation on July 3, 2017” or, in the case of POs issued after November 12, 2018, “The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Amended and Restated Supply Agreement entered into by Baker Hughes, a GE company, LLC, a Delaware limited liability company and General Electric Company, a New York corporation on November 13, 2018”; provided that the terms of this Supply Agreement shall apply notwithstanding the absence of such statement on the face of any PO between the Parties during the Term of this Supply Agreement.

Section 5.03 Modifications and Scheduling POs.

(a) All delivery dates, shipping instructions, quantities ordered and other like terms of a PO may be revised upon the issuance by Buyer to Seller of a change order in writing; provided that any and all changes set forth in such change orders must first be mutually agreed to by and between Buyer and Seller. If any such change results in an increase or decrease in the cost or time required for the performance of the work under the PO, there shall be a mutually agreed equitable adjustment of the PO price and the scheduled delivery date(s). Buyer shall pay for all work that Seller commenced for which the Seller has incurred costs under the PO prior to any quantities being decreased. Seller shall not be obligated to proceed with any requested changed or extra work, or other terms, until the price of such change and its effect on the scheduled delivery date(s) have been agreed upon and effected by a change order.

(b) Seller agrees to provide a general schedule and confirmation of completion/shipment date(s) at the time a PO is placed and accepted; provided that none of these schedules or confirmations shall modify any applicable agreed delivery date(s) set forth in the relevant POs as accepted by Seller. Subject to appropriate safeguards for the protection of Seller’s proprietary information and upon reasonable advance request, Seller also agrees to allow Buyer’s staff regular access to its facilities to review the PO status and quality, and to provide a bi-monthly report on schedule status. In the event that any portion of the Seller Goods falls behind schedule, Seller shall (a) provide a detailed schedule and verbal updates as needed with regard to the status of the PO completion and (b) allow for on-site expediting by Buyer or an agent appointed by them.

Section 5.04 Acceptance of POs. All POs, acceptances, change orders and other writings or electronic communications between the Parties, regardless of whether stated on the face of the PO or not, shall be (i) governed by this Supply Agreement and (ii) shall be deemed a separate and independent contract between Seller and Buyer from any other PO issued hereunder.

ARTICLE VI

TERMS & CONDITIONS OF PURCHASE

Section 6.01 Terms & Conditions of Purchase.

(a) Purchases made by Buyer of Seller Goods shall be subject to the following:

- (i) the terms of this Supply Agreement;
- (ii) the applicable Seller Standard Terms; and

(iii) subject to Section 5.02(h), any additional terms contained in POs issued hereunder (including, on a PO by PO basis, any modifications to the Seller Standard Terms that the Parties may, from time to time, agree to in writing following negotiations as may be required to meet the specification and contractual requirements of Buyer or Buyer's end customer).

(b) In the event of a conflict, the following order of precedence will prevail:

- (i) the terms of this Supply Agreement, excluding the applicable Seller Standard Terms and Seller's Software License;
- (ii) the terms of any POs issued hereunder;
- (iii) Seller's Software License for the license of Seller's software;
- (iv) the applicable Seller Standard Terms; and
- (v) drawings, specifications and related documents specifically incorporated by reference herein or in any PO.

ARTICLE VII

ALLOCATION OF LIABILITY

Section 7.01 Limitation of Liability. Notwithstanding anything to the contrary contained in this Supply Agreement or the applicable Seller Standard Terms, the Parties hereby agree that neither the Buyer nor the Seller shall be liable to the other for any loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating cost, or any consequential, indirect, incidental, special or punitive damages Regardless of Cause or Action or claims of Buyer's customers for the foregoing types of damages.

ARTICLE VIII

PRICING, PAYMENT TERMS AND INVOICING

Section 8.01 Pricing and Payment Terms.

(a) Pricing for the Seller Goods set forth on Appendix 1 shall be based on the methodology set forth thereon. Charges in addition to those determined by the applicable pricing methodology (including charges in respect of terms pursuant to Section 6.01(a)(iii)) shall be agreed to in writing by Buyer and Seller.

(b) Pricing for the Seller Goods not set forth on Appendix 1 shall be determined based on pricing methodologies used by Seller for pricing such Seller Goods during the Baseline Period and in the absence of past orders on an arms' length basis.

Section 8.02 Invoicing. Buyer shall pay or settle each invoice from Seller, either directly by wire transfer or through GE's inter-company settlement system, no later than 30 days after Buyer's receipt of Seller's invoice.

Section 8.03 Taxes.

(a) Pricing for Seller Goods is exclusive of, and Buyer shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Seller Goods purchased by Buyer pursuant to this Supply Agreement; provided that (i) to the extent such Taxes are required to be collected and remitted by Seller, Buyer shall pay such Taxes to such Seller upon receipt of an invoice from such Seller, and (ii) for the avoidance of doubt, such Pricing shall be inclusive of, and Seller shall bear, any income similar Taxes imposed on or payable by Seller.

(b) Cooperation The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 8.03.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Authority. Each Party represents that it has full power and authority to enter into and perform this Supply Agreement. Each Party represents that those persons signing this Supply Agreement on behalf of such Party are duly authorized Representatives of such Party and properly empowered to execute this Supply Agreement.

Section 9.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 9.02.

(a) If to Seller:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

(b) If to Buyer:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (203) 286-2181
Email: jim.waterbury@ge.com

Section 9.03 Entire Agreement, Waiver and Modification. This Supply Agreement, the applicable Seller Standard Terms and any POs issued hereunder are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof shall be binding upon a Party unless made in writing and executed by an authorized Representative of such Party.

Section 9.04 No Third-Party Beneficiaries. This Supply Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Supply Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of Seller or Buyer, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Supply Agreement.

Section 9.05 Compliance with Laws and Regulations.

(a) Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Supply Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party. Seller acknowledges that it has received, reviewed and agrees to follow the GE Integrity Guide for Suppliers, Contractors and Consultants, and other requirements of GE Suppliers hyperlinked or attached hereto as Appendix 4. The policies and procedures outlined in Appendix 4 shall apply to Baker Hughes or GE when it acts as Seller hereunder regardless of whether it has adopted or modified such policies.

(b) The PO price is based on Seller's design, manufacture and delivery of the Seller Goods pursuant to (a) its design criteria, manufacturing processes and procedures and quality assurance program, (b) those portions of industry specifications, codes and standards in effect as of the date of the PO that are applicable to the Seller Goods, and (c) United States Federal, State and local laws and rules of Governmental Entities in effect and applicable to the Seller Goods on the date of the PO.

Section 9.06 Governing Law; Dispute Resolution.

(a) This Supply Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

(b) The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Any dispute arising out of or in connection with this Supply Agreement or any POs issued under it between Buyer and Seller should be resolved as rapidly as reasonably possible pursuant to good faith discussion between the respective project or transaction level employees. If a dispute cannot be resolved between the project or transaction level employees within four (4) weeks of the dispute arising, the project or transaction level employees should submit the dispute to the leaders of their respective businesses for resolution. If the business leaders are unable to resolve the dispute promptly, it should be escalated to the Chief Executive Officer of Baker Hughes and the Chief Executive Officer of the relevant Tier 1 GE business (or such other equivalent officer as designated by such Tier 1 GE business Chief Executive Officer). If the dispute is nonetheless unresolved, the dispute resolutions procedures in (d) below shall apply.

(d) Any dispute arising out of or in connection with this Supply Agreement or an individual PO that cannot be settled by the negotiation procedure set forth in Section 9.06(c) shall be resolved in accordance with the dispute resolution provision in Seller Standard Terms.

Section 9.07 Confidentiality. In addition, and not in contravention, to the confidentiality provisions set forth in the Seller Standard Terms and the Transaction Agreement, the Parties agree as follows:

(a) In connection with this Supply Agreement, Seller and Buyer (as to information disclosed, the “Disclosing Party”) may each provide the other Party (as to information received, the “Receiving Party”) with Confidential Information. “Confidential Information” means (a) all pricing for Seller Goods, (b) all information that is designated in writing as “confidential” or “proprietary” by the Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as “confidential” or “proprietary” by the Disclosing Party at the time of oral disclosure and is confirmed to be “confidential” or “proprietary” in writing within 10 days after oral disclosure. The obligations of this Section 9.07 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its Representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its Representatives or its Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party’s knowledge, subject to a confidentiality obligation to the Disclosing Party with respect to such information; (iii) is independently developed by Receiving Party, its Representatives or its Affiliates, without reference to the Confidential Information as evidenced by written documents; or (iv) is approved for disclosure in writing by the Disclosing Party.

(b) The Receiving Party agrees, (i) to use the Confidential Information only in connection with this Supply Agreement and permitted use(s) and maintenance of the Seller Goods, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its Representatives who have a need to know such information for such Party to perform its obligations under this Supply Agreement or in connection with the permitted use(s) and maintenance of the Seller Goods, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party further agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Section 9.07 before disclosing the Confidential Information.

(c) If the Receiving Party or any of its Affiliates or Representatives is required by Law, legal process or a Governmental Entity to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Section 9.07. If, absent the entry of a protective order or other similar remedy, the Receiving Party is based on the advice of its counsel legally compelled to disclose such Confidential Information, such Party may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed.

(d) Upon written request of the Disclosing Party, the Receiving Party shall promptly at its option either: (i) return all Confidential Information disclosed to it or (ii) destroy (with such destruction certified in writing by the Disclosing Party) all Confidential Information, without retaining any copy thereof, except to the extent retention is necessary for the limited purpose to enable permitted use(s) and maintenance of the Seller Goods. No such termination of this Supply Agreement or return or destruction of any Confidential Information will affect the confidentiality obligations of the Receiving Party all of which will continue in effect as provided in this Supply Agreement.

(e) No Party shall make any press release or similar public announcement with respect to this Supply Agreement or any of the matters referred to herein.

Section 9.08 Counterparts: Electronic Transmission of Signatures. This Supply Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 9.09 Survival. The provisions of Article VI, Article VII, Article VIII, and Article IX of this Supply Agreement shall survive its termination.

Section 9.10 Assignment. Neither Buyer nor Seller shall be entitled to assign this Supply Agreement or any PO that incorporates this Supply Agreement to a third party non-Affiliate without the prior written consent of the other Party. Any assignee of Seller or Buyer shall be bound by the terms and conditions of this Supply Agreement.

Section 9.11 Rules of Construction. Interpretation of this Supply Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Appendix are references to the Articles, Sections, paragraphs and Appendices of this Supply Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Supply Agreement, including the Appendices and Exhibits hereto; (d) references to “\$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Supply Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic mail form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Supply Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supply Agreement; (j) Seller and Buyer have each participated in the negotiation and drafting of this Supply Agreement and all appendices and if an ambiguity or question of interpretation should arise, this Supply Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Supply Agreement; (k) a reference to any Person includes such Person’s successors and permitted assigns; (l) any reference to “days” means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Supply Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 9.12 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or Representative of Seller or Buyer shall have any liability for any obligations or liabilities of such Party under this Supply Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.13 Audit. Seller shall maintain a complete and correct set of records pertaining to expenses and other reimbursable costs that have been invoiced to the Buyer pursuant to the provision of Seller Goods under this Supply Agreement and compliance with Law (if Seller Goods being procured are in support of a United States government end customer or an end customer funded in whole or in part by the United States government) applicable to Seller's performance under this Supply Agreement (the "Records"). Upon the expiration or termination of this Supply Agreement, Buyer shall have the right, for 12-months from such expiration or termination, upon reasonable prior notice and during normal business hours, at Buyer's election and expense, to conduct one reasonable audit of the Records of Seller through an audit conducted by an independent third party auditor. Seller shall take all reasonable measures to ensure the safety of any auditor who is present on its premises.

Section 9.14 Independent Contractors. The relationship of Seller and Buyer established by this Supply Agreement is that of independent contractors.

Section 9.15 Non-Solicitation Covenant. During the last two years of the term of the Mark VIe Controls Products Upgrade Channel (as such term is defined in the Channel Agreement), neither Buyer nor any of its Affiliates shall, directly or indirectly, solicit for employment or hire any individual employed by Seller or any of its Affiliates who devotes a majority of his or her working time to Control Systems Activities (as such term is defined in the Non-Competition Agreement) in any of the following job categories: (a) the general manager, the chief engineer, and the sales leader, (b) the product line managers and the sales managers, and (c) the level I and level II engineers. Notwithstanding the foregoing, this Section 9.15 shall not prohibit Buyer or any of its Affiliates from (x) hiring any individuals who were terminated by Seller or any of its Affiliates, or (y) engaging in any general solicitations to the public or general advertising not directly targeted at the employees of Seller or any of its Affiliates and hiring any such employee who responds thereto.

IN WITNESS WHEREOF, the Parties have caused this Supply Agreement to be executed on the date first written above by their respective duly authorized officers.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

General Electric Company
41 Farnsworth Street
Boston, MA 02210

RE: Amended and Restated Non-Competition Agreement

Ladies and Gentlemen:

This amended and restated non-competition agreement (this “**Agreement**”) is entered into as of November 13, 2018, by and between GENERAL ELECTRIC COMPANY, a New York corporation (“**GE**”) and BAKER HUGHES, A GE COMPANY, a Delaware corporation (“**Newco**” and, together with GE, the “**Parties**”).

The Parties desire to amend and restate that certain Non-Competition Agreement, dated as of July 3, 2017, by and between GE and Newco (the “**Original Agreement**”), on the terms set forth herein. Pursuant to Section 6 of the Original Agreement, the actions contemplated herein have been approved in writing by the Conflicts Committee or its authorized designee.

Newco and GE hereby agree as follows:

1. Non-Competition Covenant. Except as permitted pursuant to Section 2, from the Closing, for the period beginning on the Closing Date and ending on the second anniversary of the Trigger Date, no member of the GE Group shall own, manage, operate or engage in, directly or indirectly, a Competing Business anywhere in the world.

2. Exceptions to Non-Competition Covenant.

(a) Notwithstanding Section 1, and without implicitly agreeing that the following activities would be subject to the provisions of Section 1, nothing in Section 1 shall preclude, prohibit or restrict any member of the GE Group from engaging in any manner in any: (i) Existing Business; (ii) De Minimis Business; (iii) Financial Services Business; (iv) Additive Activities; (v) IIOT Enabling Activities; (vi) Control Systems Activities; or (vii) IST Activities.

(b) With respect to the Competing Business of any After-Acquired Business, no member of the GE Group shall be subject to the restrictions set forth in Section 1 with respect to such Competing Business, so long as (i) 50% or less of the revenue of such After-Acquired Business in the most recently completed calendar year was generated from such Competing Business, and (ii) prior to the expiration of the Post-Acquisition Period, (A) the applicable member of the GE Group executes a definitive agreement for, and consummates, the Sale of all (but not less than all) of the Competing Business (in accordance with Section 3(a)) or of all (but not less than all) of the O&G Contractual Obligations of the Non-Segregable Competing Business (in accordance with Section 3(c)), as applicable, or (B) the Competing Business of such After-Acquired Business complies with the non-competition covenant described in Section 1 (subject to any applicable exceptions in Section 2). For the avoidance of doubt, nothing in this Agreement shall limit the ability of the GE Seller to operate the Competing Business during the applicable Post-Acquisition Period prior to the expiration thereof.

3. Competing Business.

(a) Unless otherwise agreed by the Parties, subject to Section 3(b), prior to any Sale of a Competing Business, the applicable member of the GE Group (the “**GE Seller**”) shall first, as soon as reasonably practicable following the consummation of the acquisition of such Competing Business by the GE Seller and within the applicable Post-Acquisition Period, deliver a written notice (the “**Offer Notice**”) to Newco or its designated Subsidiary (the “**Newco Buyer**”) setting forth (i) the price for all (but not less than all) of such Competing Business (which such price shall be the fair market value, as reasonably determined by GE, taking into consideration, as applicable, the terms upon which the GE Group acquired such Competing Business) and (ii) any other material terms and conditions of the proposed Sale. The receipt of the Offer Notice by the Newco Buyer shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such Competing Business to the Newco Buyer at the price and on the terms as set forth in the Offer Notice (the “**Offer**”). The Offer shall remain open and irrevocable for a period of sixty (60) days after receipt of such Offer Notice by the Newco Buyer (the “**Offer Period**”). The Newco Buyer shall have, during the Offer Period, reasonable access to the properties and books and records of such Competing Business as is customary for comparable transactions, subject to a customary confidentiality agreement. If the Newco Buyer accepts the Offer at any time prior to the expiration of the Offer Period by written notice delivered to, and received by, the GE Seller, the GE Seller and the Newco Buyer shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms’ length basis and consistent with the terms of the Offer Notice, the other terms and conditions (to the extent not otherwise specified in the Offer Notice) of, and enter into, the definitive agreement for the Sale by the GE Seller to the Newco Buyer of all (but not less than all) of such Competing Business. The GE Seller and the Newco Buyer shall consummate the Sale of all (but not less than all) of such Competing Business by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after any applicable regulatory approvals have been obtained, any required notices have been filed or made and any waiting periods imposed by the applicable Governmental Entities necessary to consummate such Sale have expired or been terminated (such approval, notices and waiting periods collectively, the “**Regulatory Conditions**”). In the event that the Newco Buyer does not notify the GE Seller in writing of its desire to accept the Offer prior to the expiration of the Offer Period, or such Sale of such Competing Business from the GE Seller to the Newco Buyer is not consummated for any other reason, the GE Seller shall thereafter use its commercially reasonable efforts to consummate the Sale of all (but not less than all) of such Competing Business to a third party; provided that, such Competing Business is Sold (x) for an amount not less than the offer price included in the Offer Notice and (y) otherwise on terms and conditions no less favorable in the aggregate to the GE Seller than those specified in the Offer Notice. In the event the GE Seller fails to so consummate the Sale of all (but not less than all) of such Competing Business to a third party, the GE Seller shall promptly deliver a revised written notice to the Newco Buyer (the “**Revised Offer Notice**”) setting forth (A) the revised price for all (but not less than all) of such Competing Business (which such price shall be the fair market value, as reasonably determined by GE, taking into consideration, as applicable, the terms upon which the GE Group acquired such Competing Business) and (B) any other material terms and conditions of the proposed Sale. The receipt of the Revised Offer Notice by the Newco Buyer shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such Competing Business to the Newco Buyer at the price as set forth in the Revised Offer Notice (the “**Revised Offer**”).

The Revised Offer shall remain open and irrevocable until the expiration of thirty (30) days after receipt of such Revised Offer Notice by the Newco Buyer (the “**Revised Offer Period**”). If the Newco Buyer accepts the Revised Offer at any time prior to the expiration of the Revised Offer Period by written notice delivered to, and received by, the GE Seller, the GE Seller and the Newco Buyer shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms’ length basis and consistent with the terms of the Revised Offer Notice the other terms and conditions (to the extent not otherwise specified in the Revised Offer Notice) of, and enter into, the definitive agreement for the Sale by the GE Seller to the Newco Buyer of all (but not less than all) of such Competing Business. The GE Seller and the Newco Buyer shall consummate the Sale of all (but not less than all) of such Competing Business by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. In the event that the Newco Buyer does not accept the Revised Offer Notice, or such Sale of the Competing Business from the GE Seller to the Newco Buyer is not consummated for any other reason, the GE Seller shall thereafter continue to use its commercially reasonable efforts to consummate the Sale of all (but not less than all) of such Competing Business to a third party; provided that, such Competing Business is Sold (x) for an amount not less than the offer price included in the Revised Offer Notice and (y) otherwise on terms and conditions no less favorable in the aggregate to the GE Seller than those specified in the Revised Offer Notice. To the extent the GE Seller continues to fail to so consummate the Sale of all (but not less than all) of such Competing Business to a third party, the GE Seller shall continue to deliver further revised written offer notices to the Newco Buyer with respect to such Competing Business, and in the event that a Sale of such Competing Business from the GE Seller to the Newco Buyer is not consummated, the GE Seller shall thereafter continue to use its commercially reasonable efforts to consummate the Sale of all (but not less than all) of such Competing Business to a third party, in each case, in accordance with the applicable provisions of this Section 3(a). For avoidance of doubt, such Competing Business shall not be subject to the provisions of Section 1 until the expiration of the applicable Post-Acquisition Period.

(b) With respect to the Competing Business of any After-Acquired Business, GE may elect, in its sole discretion, to undertake a reasonable determination as to whether such Competing Business is unreasonably burdensome to Sell taking into account in such objective determination, among other appropriate considerations, as applicable, the (A) feasibility of separation of technological architecture or the digital offering, if any, in a manner that would not significantly impair its functionality or value; (B) feasibility of separation of shared manufacturing or service infrastructure; and (C) operational complexity for provision of support or other services. If GE elects to undertake such a determination, the applicable GE Seller shall deliver to the Conflicts Committee, as soon as reasonably practicable, and in any event, no later than the date of the consummation of the acquisition of such Competing Business by the GE Seller, a written notice (the “**Consultation Notice**”) (i) of such acquisition of such Competing Business by the GE Seller and (ii) setting forth in reasonable detail such GE Seller’s conclusion that such Competing Business is unreasonably burdensome to Sell. For a period of twenty (20) days following the receipt of the Consultation Notice (the “**Consultation Period**”), the Conflicts Committee shall have reasonable access to the copies of the relevant diligence materials of the Competing Business of such After-Acquired Business, subject to a customary confidentiality agreement, setting forth the basis for the GE Seller’s conclusion and shall consult with the GE Seller in good faith with respect to such conclusion.

The GE Seller shall take into consideration reasonable justifications of the Conflicts Committee that such Competing Business is not unreasonably burdensome to Sell. In the event that the GE Seller and the Conflicts Committee both agree that such Competing Business is unreasonably burdensome to Sell, such Competing Business shall be deemed a Non-Segregable Competing Business and shall be subject to the process set forth in Section 3(c) (a “**Non-Segregable Determination**”). If the GE Seller and the Conflicts Committee after good faith effort fail to come to an agreement as to whether such Competing Business is unreasonably burdensome to Sell prior to the expiration of the Consultation Period, the parties shall submit such Dispute for resolution under the procedures set forth in Section 3(d). A final determination under such procedures that such Competing Business is unreasonably burdensome to Sell shall constitute a Non-Segregable Determination for all purposes hereunder. In the absence of a Non-Segregable Determination, such Competing Business shall not be considered a Non-Segregable Competing Business for any purpose hereunder and shall be subject in all respects to the process set forth in Section 3(a). Notwithstanding anything to the contrary contained herein, no Competing Business of an After-Acquired Business shall be considered a Non-Segregable Competing Business or be eligible for the process set forth in Section 3(c) if more than twenty percent (20%) or \$350 million of its revenue in the most recently completed calendar year was generated from the Competing Business.

(c) In the event of a Non-Segregable Determination, the GE Seller shall deliver a written notice (the “**O&G Contractual Obligations Offer Notice**”) to the Newco Buyer setting forth (i) the list of the O&G Contractual Obligations of such Non-Segregable Competing Business then in effect and (ii) the price for all (but not less than all) of such O&G Contractual Obligations (which such price shall be the fair market value, as reasonably determined by GE in good faith based on the aggregate purchase price paid or payable by GE for the After-Acquired Business, taking into consideration, as applicable, the terms upon which the GE Group acquired such Non-Segregable Competing Business). The receipt of the O&G Contractual Obligations Offer Notice by the Newco Buyer shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such O&G Contractual Obligations to the Newco Buyer at the price and on the terms as set forth in the O&G Contractual Obligations Offer Notice (the “**O&G Contractual Obligations Offer**”). The O&G Contractual Obligations Offer shall remain open and irrevocable for a period of sixty (60) days after receipt of such O&G Contractual Obligations Offer Notice by the Newco Buyer (the “**O&G Contractual Obligations Offer Period**”). The Newco Buyer shall have, during the O&G Contractual Obligations Offer Period, reasonable access to the copies of such O&G Contractual Obligations, subject to customary confidentiality agreement. If the Newco Buyer accepts the O&G Contractual Obligations Offer at any time prior to the expiration of the O&G Contractual Obligations Offer Period by written notice delivered to, and received by, the GE Seller, the parties shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms’ length basis and consistent with the terms of the O&G Contractual Obligations Offer the other terms and conditions (to the extent not otherwise specified in the O&G Contractual Obligations Offer Notice) of (A) the Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer and (B) the segment strategy of serving the customers’ requirements, it being understood that the Newco Buyer shall serve as the Leading Party (as defined in the Channel Agreement) with respect to all (but not less than all) of the O&G Products and Services in the applicable O&G Activities of such Non-Segregable Competing Business pursuant to a Competing Products and Services Channel (as defined in the Channel Agreement), and enter into a definitive agreement for such Sale as soon as reasonably practicable thereafter.

The GE Seller and the Newco Buyer shall consummate such Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. The O&G Contractual Obligations of such Non-Segregable Competing Business shall not be subject to the terms and conditions of this Agreement or the Channel Agreement (including, for avoidance of doubt, the allocation and other provisions set forth in the applicable Channel Policies under the Channel Agreement) until the GE Seller and the Newco Buyer consummate a Sale of all (but not less than all) of such O&G Contractual Obligations, and in the event that the Newco Buyer does not notify the GE Seller in writing of its desire to accept the O&G Contractual Obligations Offer prior to the expiration of the O&G Contractual Obligations Offer Period, the terms and conditions of this Agreement and the Channel Agreement shall continue to be inapplicable to such Non-Segregable Competing Business, and nothing herein shall limit the ability of the GE Seller to operate such Non-Segregable Competing Business. Unless otherwise agreed by the Parties, any Non-Segregable Competing Business acquired by any member of the GE Group following the Trigger Date shall not be considered a Competing Business for all purposes of this Agreement and the Channel Agreement, and no member of the GE Group shall be subject to the restrictions set forth in Section 1 with respect to such Non-Segregable Competing Business.

(d) In the event (i) the GE Seller and the Conflicts Committee after good faith effort fail to come to an agreement as to whether a Competing Business is unreasonably burdensome to Sell prior to the expiration of the Consultation Period or (ii) the Newco Buyer disagrees with any matter in respect of a O&G Contractual Obligations Offer for all (but not less than all) of such O&G Contractual Obligations after a good faith effort to come to an agreement (in the case of both clause (i) and (ii), a “**O&G Contractual Obligations Dispute**”), the Newco Buyer shall submit to GE Seller a written notice of such disagreement in reasonable detail, including, if applicable, the price at which the Newco Buyer proposes to purchase such O&G Contractual Obligations, and the GE Seller and the Newco Buyer shall submit for final resolution to a nationally recognized consulting firm mutually acceptable to both parties (the “**Segregation Expert**”) their respective written submissions setting forth in reasonable detail their respective views as to the correct nature of the O&G Contractual Obligations Dispute, including the price for such O&G Contractual Obligations, if applicable, and reflecting any discussions between the parties. To the extent the O&G Contractual Obligations Dispute includes a dispute as to the purchase price applicable to such O&G Contractual Obligations, the parties shall instruct the Segregation Expert to determine which of the parties’ respective written submissions most closely reflects the fair market value for such O&G Contractual Obligations, and taking into consideration, as applicable, the aggregate purchase price paid or payable by GE for the After-Acquired Business and the terms upon which the GE Group acquired such Non-Segregable Competing Business. With respect to such valuation issues, the Segregation Expert shall determine the fair market value for such O&G Contractual Obligations within thirty (30) days following its appointment by the parties by selecting either of the prices set forth in the parties’ respective written submissions, and taking into consideration, as applicable, the aggregate purchase price paid or payable by GE for the After-Acquired Business and the terms upon which the GE Group acquired such Non-Segregable Competing Business. The decision by the Segregation Expert in accordance with this Section 3(d) shall be final and binding on each party. Each party shall bear the costs and expenses of the Segregation Expert equally.

For avoidance of doubt, the O&G Contractual Obligation Dispute resolution in this Section 3 shall be subject to the prohibition on the parties to commence or voluntarily participate in a court action or proceeding prior to the Trigger Date, as set forth in Section 8(b).

(e) The receipt by the Newco Buyer of a written notice from the GE Seller of the final resolution by the Segregation Expert under the procedures set forth in Section 3(d) with respect to such O&G Contractual Obligations shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such O&G Contractual Obligations to the Newco Buyer at the price and on the terms as set forth in such written notice (the “**Final Offer**”). The Final Offer shall remain open and irrevocable until the expiration of ten (10) days after receipt by the Newco Buyer of the Final Offer (the “**Final Offer Period**”). If the Newco Buyer accepts the Final Offer at any time prior to the expiration of the Final Offer Period by written notice delivered to, and received by, the GE Seller, the parties shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms’ length basis consistent with the terms of the Final Offer the other terms and conditions (to the extent not otherwise specified in the Final Offer) of (x) the Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer and (y) the segment strategy of serving the customers’ requirements, it being understood that the Newco Buyer shall serve as the Leading Party (as defined in the Channel Agreement) with respect to all (but not less than all) of the O&G Products and Services in the applicable O&G Activities of such Non-Segregable Competing Business pursuant to a Competing Products and Services Channel (as defined in the Channel Agreement), and enter into a definitive agreement for such Sale as soon as reasonably practicable thereafter. The GE Seller and the Newco Buyer shall consummate such Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. In the event that the Newco Buyer does not notify the GE Seller in writing of its desire to accept the Final Offer prior to the expiration of the Final Offer Period, the terms and conditions of this Agreement and the Channel Agreement shall continue to be inapplicable to such Non-Segregable Competing Business, and nothing herein shall limit the ability of the GE Seller to operate such Non-Segregable Competing Business.

4 . Supply Agreement. During the period of two (2) years following the Trigger Date (the “**Tail Period**”), if a member of the Newco Group (the “**Newco Purchaser**”) reduces in any given six-month period (which period starts at any point of time after the Trigger Date) the GE Sourcing Costs Share with respect to any Seller Good that it purchases from a member of the GE Group (the “**GE Supplier**”) pursuant to the Supply Agreement by thirty percent (30%) as compared to the GE Sourcing Costs Share with respect to such Seller Good purchased from GE Supplier in the most recently completed calendar year prior to the Trigger Date, and the GE Supplier (a) has available capacity to supply such Seller Good pursuant to the Supply Agreement and (b) is not in material breach of the Supply Agreement (which such breach is incapable of being satisfied or cured by the GE Supplier within thirty (30) calendar days following receipt of written notice from the Newco Purchaser of such breach), then Section 1 shall no longer restrict the GE Supplier from selling such Seller Good during the remainder of the Tail Period. Upon reasonable request from the applicable GE Supplier, Newco shall, or shall cause the applicable Newco Purchaser to, provide to the applicable requesting GE Supplier, in reasonable detail, the GE Sourcing Costs Share with respect to applicable time periods. For purposes of this Section 4, “**GE Sourcing Costs Share**” means the quotient of (a) the amount of the sourcing costs incurred by the Newco Purchaser with respect to any Seller Good (as defined in the Supply Agreement) purchased by the Newco Purchaser from the GE Supplier in any given period of time *divided by* (b) the aggregate amount of the sourcing costs incurred by the Newco Group with respect to such Seller Good purchased by the Newco Group from the GE Group and third party suppliers in the same period of time.

5 . Remedies. The covenants and undertakings contained in this Agreement relate to matters which are of a special, unique and extraordinary character and a violation of the terms will cause irreparable injury to Newco, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Accordingly, the remedy at law for any breach of this Agreement will be inadequate. Therefore, Newco will be entitled, subject to Section 8 (including the prohibition on the Parties to commence or voluntarily participate in a court action or proceeding prior to the Trigger Date, as set forth in Section 8(b) and Section 3(d), to an injunction, restraining order or other equitable relief from any court of competent jurisdiction in the event of a breach of this Agreement without the necessity of posting any bond or other indemnity. The rights and remedies provided by this Section 5 are cumulative and in addition to any other rights and remedies which Newco may have hereunder or at law or in equity.

6 . Amendment; Waiver. No provision of this Agreement may be amended or modified except by written instrument signed by all the Parties to such agreement; provided that any material amendment or modification of this Agreement shall require the prior written approval of the Conflicts Committee or its authorized designee. Either Party may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided that no waiver by either Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving; provided, further, that any waiver of any or all of Newco's material rights granted under this Agreement shall require the prior written approval of the Conflicts Committee or its authorized designee. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

7 . Assignment; No Third Party Beneficiary. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. This Agreement is for the sole benefit of the Parties to the Agreement and the members of their respective Group and their permitted successors and assigns (but not any Person (or its Affiliates) that purchases the products, parts, equipment, services, technology or systems from any member of the Newco Group or the GE Group under this Agreement), and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. Dispute Resolution.

(a) Except with respect to any Dispute pursuant to Section 3, any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, or the validity, interpretation, breach or termination thereof, (a "**Dispute**"), shall be resolved in accordance with the procedures set forth in this Section 8, which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified below.

The Parties shall attempt in good faith to resolve any Dispute by negotiation between the senior business leader or officer of the applicable GE business or unit, on the one hand, and the Conflicts Committee, on the other hand (or their respective authorized designees). Either Party may initiate the negotiation process by providing a written notice to the other (the “**Initial Notice**”). Fifteen (15) days after delivery of the Initial Notice, the receiving Party shall submit to the other a written response (the “**Response**”). The Initial Notice and the Response shall include (i) a statement of the Dispute and of each Party’s position and (ii) the name and title of any person that will represent that Party and of any other person who will accompany such person. Such meeting may be in person or by telephone within ten (10) Business Days of the date of the Response to seek a resolution of the Dispute. If a Dispute is not resolved by negotiation as provided above within thirty (30) days from the delivery of the Response, then either Party may submit the Dispute for resolution by mediation pursuant to the CPR Institute for Dispute Resolution (the “**CPR**”) Model Mediation Procedure as then in effect. The Parties will select a mediator from the CPR Panels of Distinguished Neutrals. If the Parties are unable to select a mutually agreeable mediator within twenty (20) days following the submission of the Dispute to the CPR, the CPR shall select the mediator from the CPR Panels of Distinguished Neutrals. Either Party at commencement of the mediation may ask the mediator to provide an evaluation of the Dispute and the Parties’ relative positions.

(b) If a Dispute is not resolved by mediation within thirty (30) days of the selection of a mediator (unless the mediator chooses to withdraw sooner), the dispute shall be resolved through arbitration. Either Party may submit the Dispute to be finally resolved by arbitration pursuant to the CPR Rules for Non-Administered Arbitration as then in effect (the “**CPR Arbitration Rules**”). The Parties consent to a single, consolidated arbitration for all known Disputes existing at the time of the arbitration and for which arbitration is permitted. The neutral organization for purposes of the CPR Arbitration Rules will be the CPR. The arbitral tribunal shall be composed of three (3) arbitrators, of whom each Party shall appoint one (1) in accordance with the “screened” appointment procedure provided in Rule 5.4 of the CPR Arbitration Rules, and the third arbitrator shall be nominated by agreement of the two party-nominated arbitrators. The arbitration shall be conducted in New York City. Each Party shall be permitted to present its case, witnesses and evidence, if any, in the presence of the other Party. A written transcript of the proceedings shall be made and furnished to the Parties. The arbitrators shall determine the Dispute in accordance with the Law of the State of New York, without giving effect to any conflict of law rules or other rules that might render such Law inapplicable or unavailable, and shall apply this Agreement and the Transaction Documents according to their respective terms; provided, however, that the provisions of this Agreement relating to arbitration shall in any event be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The Parties agree to be bound by any award or order resulting from any arbitration conducted in accordance with this Section 8 and further agree that judgment on any award or order resulting from an arbitration conducted under this Section 8 may be entered and enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of Section 3(d), prior to the Trigger Date, no Party will commence or voluntarily participate in any court action or proceeding concerning a Dispute, and following the Trigger Date, only (i) for enforcement, (ii) to restrict or vacate an arbitral decision based on the grounds specified under applicable Law or (iii) for interim relief. For purposes of the foregoing, with respect to such action following the Trigger Date, the Parties submit to the non-exclusive jurisdiction of the courts of the State of New York.

(c) In addition to the authority otherwise conferred on the arbitral tribunal, the tribunal shall have the authority to make such orders for interim relief, including injunctive relief, as it may deem just and equitable. The tribunal shall further have the authority to resolve any challenge to its jurisdiction, including challenges to the existence of a valid arbitration agreement or the scope of this agreement. If the tribunal shall not have been appointed, either Party may seek interim relief from a court having jurisdiction if the award to which the applicant may be entitled may be rendered ineffectual without such interim relief. Upon appointment of the tribunal following any grant of interim relief by a court, the tribunal may affirm or disaffirm such relief, and the Parties will seek modification or rescission of the court action as necessary to accord with the tribunal's decision. Each Party will bear its own attorneys' fees and costs incurred in connection with the resolution of any Dispute in accordance with this Section 8. Commencing with a request contemplated by this Section 8, all communications between the Parties or their Representatives in connection with the attempted resolution of any Dispute, including any mediator's evaluation, shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the resolution of the Dispute. The Parties expressly waive and forego any right to (i) any special, indirect, incidental, punitive, consequential, exemplary, statutorily enhanced or similar damages, in excess of compensatory damages (provided that liability for any such damages to the extent awarded to a third party shall be considered direct damages and for the avoidance of doubt compensatory damages shall include lost profits to the extent awarded) and (ii) trial by jury. The specific procedures set forth in this Section 8, including but not limited to the time limits referenced therein, may be modified by agreement of the Parties in writing. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 8 are pending. The Parties will take such action, if any, required to effectuate such tolling.

9. Miscellaneous. The provisions of Sections 7.2 (Governing Law), 7.4 (Notices), 7.5 (Severability), 7.6 (Entire Agreement), 7.9 (Interpretations) (but excluding the entire sentence "References to a Person are also to its permitted successors and assigns" in that Section) and 7.11 (Counterparts; Electronic Transmission of Signatures) of the Stockholders Agreement are hereby incorporated into this Agreement *mutatis mutandis*, as if references to the Stockholders Agreement were references to this Agreement. Upon receipt of a reasonable written information request from Newco regarding compliance by the GE Group with the provisions of this Agreement specified in such request, GE shall provide to Newco reasonably necessary information in respect thereof.

10. Certain Definitions. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in that certain Stockholders Agreement, dated as of July 3, 2017, between GE and Newco, as amended and restated on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms, the "**Stockholders Agreement**"). The following capitalized terms used in this Agreement shall have the meaning set forth below:

“**Additive Activities**” means offering for sale, lease or distribution or otherwise providing, either directly or indirectly, to any customer (including O&G Companies and competitors of Newco) regardless of end user or end segment, materials, machines, processes, practices, software, data or designs that can be used in Additive Manufacturing of products, or any products of Additive Manufacturing themselves, subject to the exceptions set forth on Schedule C. For purposes of this definition, “**Additive Manufacturing**” means the process of joining materials to make objects from 3D model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies.

“**After-Acquired Business**” means any business activity that would violate Section 1 that is acquired from any Person or is carried on by any Person that is acquired by or combined with any member of the GE Group, in each case, after the Closing Date.

“**Benefit Plan Activities**” means any investment or ownership interest in a Person through an employee benefit or pension plan.

“**Capital Markets and Treasury Activities**” means any activity undertaken in connection with efforts by any Person to raise for or on behalf of any Person capital from any public or private source and any activities undertaken by the Treasury Function of any member of the GE Group, including obtaining or arranging debt issuance and other external or intercompany funding transactions (including equity transactions and capital raising for or on behalf of any Person from any public or private source), providing for or arranging cash management banking activities, carrying out investments of excess cash, carrying out hedging or derivative transactions, providing or arranging for credit support and related services (including advice), in each case primarily for the benefit of any such member of the GE Group and its respective non-consolidated joint ventures.

“**Channel Agreement**” means that certain agreement entered into by the Parties as of July 3, 2017, as amended and restated on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“**Closing**” means the consummation of the transactions contemplated by the Transaction Agreement.

“**Closing Date**” means the date of the Closing.

“**Competing Business**” means a business that sells (i) O&G Products and Services to companies engaged in the oil and gas industry (but excluding their Affiliates or business units, as applicable, that are not engaged) for use in the O&G Activities or (ii) the O&G Products and Services listed on Schedule B.

“**Control**” or “**Controlling**” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Control Systems Activities**” means any activity relating to programmable logic controllers, distributed control systems or computerized numerical controls (including system components such as field agents (hardware and software that serves as a secure bi-directional data conduit between the “Edge” controller and a database), process instrumentation, analytical devices, control valves, actuation and motion)) integrating sensors and controls either across enterprises or localized on equipment, in each case, providing automation of manufacturing enterprises and processes, including hardware and software optimization and supervisory control and data acquisition and analysis; provided that (a) such Control Systems Activity is not principally designed for, or principally intended for, sale or, solely with respect to related software (excluding any equipment or component embedded software), licensing, in the Competing Business and (b) the sales revenue for such Control System Activity from sales for use in the O&G Activities (without taking into account any sales or supply to the Newco Group) does not exceed thirty five percent (35%) of its revenues from all sales (without taking into account any sales or supply to the Newco Group), in each case, (i) during the period commencing on the Closing Date and ending on December 31, 2017 or (ii) during any subsequent calendar year.

“**De Minimis Business**” means any (a) venture capital business activity involving minority equity investment (including any sale of equity derivatives) by any member of the GE Group in any Person in which (i) the GE Group collectively holds not more than twenty-five percent (25) percent of the outstanding voting securities or similar equity interests or (ii) the amount invested by the GE Group collectively is less than \$100 million, provided, in either such case, that the GE Group does not (x) have the right to designate a majority, or such higher amount constituting a controlling number, of the members of the board of directors (or similar governing body) of such Person and (y) manage or operate the business of such Person or make significant proprietary assets (including the Retained Names and Retained Marks (as defined in Schedule 7.14(d)(i) to the Transaction Agreement) and any non-public information derived from Company Group) available to such Person for use in such Person’s business or (b) venture which has been approved by the Conflicts Committee (or its authorized designee).

“**Default Recovery Activities**” means the exercise of any rights or remedies in connection with any Capital Markets and Treasury Activity, Financing Activity, Insurance Activity, Leasing, Other Financial Services Activity or Securities Activity (whether such rights or remedies arise under any agreement relating to such activity, under applicable Law or otherwise) including any foreclosure, realization or repossession or ownership of any collateral, business assets or other security for any Financing Activity (including the equity in any entity or business), Insurance Activity or Other Financial Services Activity or any property subject to Leasing.

“**Existing Business**” means any business conducted or investment held by any member of the GE Group (including any joint venture agreement to which any member of the GE Group is a party (a “**GE Group JV**”)), including as set forth on Schedule A, that the GE Group or any GE Group JV can reasonably demonstrate by ordinary course business documents or systems was, as of the Signing Date (a) conducted or held by the GE Group or such GE Group JV or (b) contemplated or being developed or designed by the GE Group or such GE Group JV, and including without limitation, with respect to both clauses (a) and (b), any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the general scope of the applicable business or investment.

“**Financial Services Business**” means the (i) Capital Markets and Treasury Activities, (ii) Default Recovery Activities, (iii) Financing Activities, (iv) Leasing, (v) Other Financial Services Activities, (vi) Securities Activities, (vii) Insurance Activities or (viii) Benefit Plan Activities.

“**Financing Activities**” means the making, entering into, purchase of, or participation in (including syndication or servicing activities) (i) secured or unsecured loans, conditional sales agreements, debt instruments or transactions of a similar nature or for similar purposes, (ii) non-voting preferred equity investments, and (iii) investments as a limited partner in a partnership or as a member of a limited liability company in which another person who is not an Affiliate is a management member. For the avoidance of doubt, “Financing Activities” includes any financing, documented in the form of loans or leases or otherwise, with respect to any equipment manufactured, assembled or sold (in each case, in whole or in part) by GE or any of its Affiliates or any Intellectual Property (as defined in the Transaction Agreement), software, data or technology related thereto or any services provided in respect of any of the foregoing.

“**GE Group**” means GE and its Subsidiaries from time to time other than Newco and its Subsidiaries; provided that any Person who at any time is a member of the GE Group shall cease being a member of the GE Group if at any time it is no longer a Subsidiary of GE; provided, further that “GE Group” shall not include (i) any Person that purchases assets, operations or a business from a member of the GE Group if such Person is not a Subsidiary of GE after such transaction is consummated, and (ii) any Subsidiary of GE in which a Person who is not an Affiliate of GE holds equity interests and with respect to whom a member of the GE Group, on the Closing Date, has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) which exclude GE’s ability to impose on the subject Subsidiary such a non-competition obligation. For clarity, any references to an applicable business unit of GE or other member of the GE Group shall be also to the successor of such business unit or member within the GE Group.

“**GE O&G**” means GE’s Oil & Gas business described in the segment disclosures in GE’s annual report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2015, as reflected in the GE O&G Financial Statements.

“**Horizontal Digital Offerings**” means digital products, parts, equipment, services, technology and systems that are offered by the members of the GE Group other than the GE Digital business unit.

“**IIoT Enabling Activities**” means any activity, asset, device, software or service, including the offering for sale, distribution, use or provision of such activities, devices, assets, software or services, which connect, sense, measure, coordinate, manage, test, control, automate or communicate between or among industrial assets (including healthcare assets) or which store, process, analyze, manage, secure or transfer industrial data (including complex healthcare data) including for data acquisition, data analysis or data exchange among assets or processors and including local, distributed, networked or cloud-based supervisory data acquisition and control systems, human-machine interface systems, system optimization techniques, condition monitoring, predictive maintenance, asset performance management systems, asset monitoring systems, operational optimization systems, operational security systems, and communication techniques and algorithms in connection with such assets, data, and activities; provided that (a) such IIoT Enabling Activity is not principally designed for, or principally intended for, sale or, solely with respect to related software (excluding any equipment or component embedded software), licensing, in the Competing Business and (b) the sales revenue for such IIoT Enabling Activity from sales for use in the O&G Activities (without taking into account any sales or supply to the Newco Group) does not exceed thirty five percent (35%) of its revenues from all sales (without taking into account any sales or supply to the Newco Group), in each case, (i) during the period commencing on the Closing Date and ending on December 31, 2017 or (ii) during any subsequent calendar year.

“**Insurance Activities**” means any insurance activity involving the sale of any product or service determined to constitute insurance, assurance or reinsurance by the Laws in effect in any jurisdiction in the world, the conduct of any insurance brokerage activities or services or the provision of insurance advisory services, business processes or software.

“**Interim Period**” means the period beginning on the Signing Date and ending on the Closing Date.

“**IST Activities**” means any activity relating to developing, designing, engineering, marketing, manufacturing, supplying, repairing and servicing industrial steam turbines, in each case conducted with the assets transferred to GE or its Affiliates, from and after, the consummation of the transactions contemplated by the term sheet attached hereto as Schedule D.

“**Leasing**” means the rental, leasing, or financing under operating leases, finance leases or hire purchase or rental agreements, of property (other than O&G Products and Services), whether real, personal, tangible or intangible.

“**Non-Segregable Competing Business**” means, with respect to any After-Acquired Business, the Competing Business thereof which would be unreasonably burdensome, as determined in accordance with Section 3(b), to Sell.

“**O&G Activities**” means the following oil and gas activities: (i) exploration (including seismic surveying), drilling, evaluation (including reservoir and reserves analysis), completion, well intervention, stimulation or production in and of reservoirs; (ii) liquefied natural gas; (iii) compression and boosting liquids (*i.e.*, pumps) in upstream, midstream and downstream; (iv) pipeline inspection, pipeline commissioning and pipeline integrity management; (v) processing in refineries and petrochemical (including fertilizer) plants; or (vi) production chemicals in the upstream and additive chemicals in the downstream.

“**O&G Contractual Obligations**” means, with respect to an After-Acquired Business, the contractual obligations of the Non-Segregable Competing Business thereof that are applicable to the sale by such Non-Segregable Competing Business of (a) all O&G Products and Services to companies engaged (but excluding their Affiliates or business units, as applicable, that are not engaged) in the oil and gas industry or (b) the O&G Products and Services listed on Schedule B (and, in each case, all of the related infrastructure necessary to perform such contractual obligations, including reasonably allocable cost of restructuring necessary for, and providing such infrastructure support) in order to serve third party end-user customers’ requirements with respect to all (but not less than all) of the related O&G Products and Services.

“**O&G Products and Services**” means products, parts, equipment, services, technology and systems (including for avoidance of doubt software) (a) for use in the O&G Activities (including Horizontal Digital Offerings) or (b) listed on Schedule B, and solely with respect to clause (b), which Newco can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date, (i) GE O&G was engaged in the sale thereof or (ii) were contemplated or being designed by GE O&G, including any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology or system listed on Schedule B, and excluding, with respect to both clauses (a) and (b), the products, parts, equipment, services, technology and systems of GE Digital Business unit.

“**Other Financial Services Activities**” means the offering, sale, distribution or provision, directly or through any distribution system or channel, of any financial products, financial services, asset management services, including investments on behalf of GE’s financial services affiliates purely for financial investment purposes, investments for the benefit of third party and client accounts, credit card products or services, vendor financing and trade payables services, back-office billing, processing, collection and administrative services or products or services related or ancillary to any of the foregoing.

“**Post-Acquisition Period**” means, with respect to any After-Acquired Business, the twenty-four (24) months immediately following the consummation of the purchase or other acquisition of such After-Acquired Business in accordance with the definitive documentation thereof or, in the case of any purchase or acquisition during the Interim Period (with the consent of Baker Hughes Incorporated, such consent not to be unreasonably withheld, delayed or conditioned), twenty-four (24) months following the Closing Date; provided that if (i) a definitive agreement has been entered into with respect to a Sale of all (but not less than all) of the After-Acquired Business, (ii) all conditions to the consummation of such Sale have been satisfied as required by the applicable definitive agreement except for the satisfaction of the applicable Regulatory Conditions or any other conditions the condition precedent to the satisfaction of which is satisfaction of the applicable Regulatory Conditions, and (iii) the applicable member of the GE Group has complied in all material respects with its respective obligations under Section 3 of this Agreement or any obligation in connection with satisfaction of such Regulatory Conditions, then the Post-Acquisition Period with respect to such After-Acquired Business shall not expire until the earlier of (A) termination of such definitive agreement and (B) five days after the satisfaction of such Regulatory Conditions.

“**Sale**” or “**Sell**” means the sale, disposition, divestment, conveyance or other transfer or conveyance of legal or beneficial interest whether voluntarily or by operation of law.

“**Securities Activities**” means any activity, function or service (without regard to where such activity function or service actually occurs) which, if undertaken or performed (i) in the United States would be subject to the United States federal securities Laws or the securities Laws of any state of the United States or (ii) outside of the United States within any other jurisdiction in the world, would be subject to any Law in any such jurisdiction governing, regulating or pertaining to the sale, distribution or underwriting of securities or the provision of investment management, financial advisory or similar services.

“**Signing Date**” means October 30, 2016.

“**Supply Agreement**” means that certain Supply Agreement, dated as of July 3, 2017, between GE and Newco, as amended and restated on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“**Transaction Agreement**” means that certain Transaction Agreement and Plan of Merger, dated October 30, 2016, among GE, Baker Hughes Incorporated, Newco and Bear MergerSub, Inc. (as amended, modified or supplemented from time to time in accordance with its terms).

“**Treasury Function**” means the treasury unit of any member of the GE Group including any personnel under the direct or indirect management of the treasurer of such member, and such unit’s agents or representatives, or any other unit of the group comprising such member and its Subsidiaries performing a similar treasury function for any other part of the group comprising such member and its Subsidiaries, and its agents or representatives.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

General Electric Company
41 Farnsworth Street
Boston, MA 02210

RE: Amended and Restated Channel Agreement

Ladies and Gentlemen:

This amended and restated channel agreement (this “**Agreement**”) is entered into as of November 13, 2018, by and between GENERAL ELECTRIC COMPANY, a New York corporation (“**GE**”) and BAKER HUGHES, A GE COMPANY, a Delaware corporation (“**Newco**” and, together with GE, the “**Channel Partners**”).

Reference is hereby made to that certain Amended and Restated Non-Competition Agreement, dated as of November 13, 2018, by and between GE and Newco (as amended, restated or otherwise modified from time to time in accordance with the terms thereof, the “**Non-Competition Agreement**”). Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Non-Competition Agreement.

The Channel Partners desire to amend and restate that certain Channel Agreement, dated as of July 3, 2017, by and between GE and Newco (the “**Original Agreement**”), on the terms set forth herein. Pursuant to Section 12 of the Original Agreement, the actions contemplated herein have been approved in writing by the Conflicts Committee or its authorized designee.

Newco and GE hereby agree as follows:

1. Channel Allocation. The Channel Partners hereby agree, subject to the terms and conditions herein, to the following allocation of certain segments and related strategies (collectively, the “**Channels**”):

a. For the sale of gas turbines (other than reciprocating engines, such as Jenbacher and Waukesha and developments thereof), steam turbines, ex-Rateau compressors, and the related services, in each case, as set forth on Schedule A (collectively, the “**Power Channel**”), the responsibility for performing as the Leading Party shall be in accordance with Schedule A:

b. For the sale of various Industrial Internet of Things software, hardware, hosted services and professional services provided by the GE Digital business unit (“**GE Digital**”) from time to time, including the offerings to customers of Predix Platform/APM, Wurdtech services, Intelligent Platform Monitoring Services (Advisory Intelligence), the Meridium Platform APM, ServiceMax, Brilliant Manufacturing, Gateway Devices, Cyber-security Products (ATP and Opshield) and GlobalCare Support (collectively, the “**GE Digital Offerings**”) (the “**GE Digital Offerings Channel**”), the responsibility for performing as the Leading Party shall be in accordance with Schedule B:

c. For the sale of technological upgrades and spare parts for the Mark VIe integrated control, protection and monitoring system for generator and mechanical drive applications of gas and steam turbines and its prior models (collectively, the “**Legacy Mark VIe**”) (the “**Mark VIe Controls Products Upgrade Channel**”), the responsibility for performing as the Leading Party shall be in accordance with Schedule C:

d. Newco shall be the Leading Party for the sale of products, parts, equipment, services, technology and systems listed on Schedule D, to the extent, in each case: (i) such products, parts, equipment, services, technology and systems are (A) sold as an individual item or (B) if sold as part of a Solution Offering, constitute at least a majority of the aggregate estimated or projected value of such Solution Offering and (ii) Newco can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (A) GE O&G was engaged in the sale thereof or (B) such products, parts, equipment, services, technology and systems were contemplated or being developed or designed by GE O&G, including, in the case of both clauses (i) and (ii), any reasonably foreseeable enhancements or extensions thereof, including by further investments therein, provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology and system listed on Schedule D (each, an “**O&G Products Channel**”);

e. [Intentionally omitted]; and

f. In the event (i) Newco exercises, prior to the Trigger Date, its right of first offer to purchase all (but not less than all) of the O&G Contractual Obligations pursuant to Section 3(c) or Section 3(e) of the Non-Competition Agreement or (ii) Newco or GE accepts the applicable Channel Seller’s offer to Sell all (but not less than all) of the Channel Contractual Obligations pursuant to Section 3 of this Agreement (collectively, the “**Competing Products and Services Channel**”), the Channel Partners shall negotiate those terms and conditions of the Channel allocation in respect of the Competing Products and Services Channel to the extent not set forth in the applicable offer notice, in good faith, on an arms’ length basis and consistent with the terms of the applicable offer notice.

2. Term and Termination.

a. Channel Terms: Unless the Channel Partners expressly agree otherwise in an amendment to this Agreement, the term of (i) each of the Power Channel, the GE Digital Offerings Channel and O&G Products Channel shall expire on the Trigger Date, (ii) the Mark VIe Controls Products Upgrade Channel shall expire on the fourth anniversary of the Trigger Date, (iii) the Additives Channel shall expire on the date hereof, it being agreed and understood by the parties hereto that this Agreement shall no longer be applicable to the GE Additives business unit of GE (“**GE Additive**”) and neither Newco nor GE Additive shall be restricted thereby with respect to any Additive Activities and (iv) the Competing Products and Services Channel shall be agreed by the Channel Partners, but in any event, shall expire on or before the Trigger Date.

b. Agreement Term. This Agreement commenced on the date of the Original Agreement and shall terminate automatically upon the expiration of the term of the last Channel remaining in effect.

c. Additional Arms' Length Distribution Arrangements. With respect to any Channel the term of which expires on the Trigger Date but not earlier, prior to the Trigger Date, the Channel Partners shall use their respective good faith efforts to negotiate the terms and conditions of distribution agreements with respect to each such Channel, subject to applicable Law, for a period commencing on the Trigger Date and ending on the second anniversary of the Trigger Date, consistent with the scope of the applicable Channel Policy and with arms' length pricing and other arms' length terms.

3. Channel Competing Business.

a. Unless otherwise agreed by the Channel Partners, with respect to any Channel Competing Business acquired by any member of the GE Group or Newco Group, as applicable, prior to the Trigger Date, the party who acquired such Channel Competing Business (the "**Channel Seller**") shall deliver, as soon as reasonably practicable following the consummation of the acquisition of such Channel Competing Business by the Channel Seller and before the expiration of the applicable Post-Acquisition Period, an written notice (the "**Channel Contractual Obligations Offer Notice**") to the other Channel Partner hereunder (the "**Channel Buyer**") setting forth (i) the list of the Channel Contractual Obligations of such Channel Competing Business then in effect, (ii) the price for all (but not less than all) of such Channel Contractual Obligations (which such price shall be the fair market value, as reasonably determined by the Channel Seller, taking into consideration, as applicable, the terms upon which the Channel Seller acquired such Channel Competing Business), and (iii) the applicable Channel or Channels, if any, to which the Channel Products will be allocated under this Agreement. The receipt of the Channel Contractual Obligations Offer Notice by the Channel Buyer shall constitute an exclusive offer by the Channel Seller to Sell all (but not less than all) of such Channel Contractual Obligations to the Channel Buyer at the price and on the terms as set forth in the Channel Contractual Obligations Offer Notice (the "**Channel Contractual Obligations Offer**"). The Channel Contractual Obligations Offer shall remain open and irrevocable for a period of sixty (60) days after receipt of such Channel Contractual Obligations Offer Notice by the Channel Buyer (the "**Channel Contractual Obligations Offer Period**"). The Channel Buyer shall have, during the Channel Contractual Obligations Offer Period, reasonable access to such Channel Contractual Obligations, subject to a customary confidentiality agreement. If the Channel Buyer accepts the Channel Contractual Obligations Offer at any time prior to the expiration of the Channel Contractual Obligations Offer Period by written notice delivered to, and received by, the Channel Seller, the Channel Partners shall negotiate in good faith, on an arms' length basis and consistent with the terms of the Channel Contractual Obligations Offer Notice the other terms and conditions (to the extent not otherwise specified in the Channel Contractual Obligations Offer Notice) of (A) the Sale of all (but not less than all) of such Channel Contractual Obligations by the Channel Seller to the Channel Buyer and (B) the segment strategy of serving the customers' requirements with respect to all (but not less than all) of the related Channel Products of such Channel Competing Business, it being understood that the Channel Buyer shall be the Leading Party for such Channel, and enter into a definitive agreement for such Sale as soon as reasonably practicable thereafter. The Channel Seller and the Channel Buyer shall consummate such Sale of all (but not less than all) of such Channel Contractual Obligations by the Channel Seller to the Channel Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. Such Channel Contractual Obligations shall not be subject to the terms and conditions of this Agreement (including, for avoidance of doubt, the allocation and other provisions set forth in the applicable Channel Policies) until the Channel Seller and the Channel Buyer consummate a Sale of all (but not less than all) of such Channel Contractual Obligations, and in the event that the Channel Buyer does not notify the Channel Seller in writing of its desire to purchase all (but not less than all) of such Channel Contractual Obligations prior to the expiration of the Channel Contractual Obligations Offer Period, the terms and conditions of this Agreement shall continue to be inapplicable to such Channel Competing Business and nothing herein shall limit the ability of the Channel Seller to operate such Channel Competing Business.

b. In the event the Channel Buyer disagrees with the price set forth in the Channel Contractual Obligations Offer Notice, such price shall be determined in accordance with the provisions set forth in Section 3(d) and Section 3(e) of the Non-Competition Agreement *mutatis mutandis*, as if references to the O&G Contractual Obligations were references to the Channel Contractual Obligations.

4. Sales Opportunity Commercial Review. Until the Change of Control Date:

a. The Channel Partners hereby agree that each Channel Partner's respective sales teams for the applicable Channel (the "**Channel Sales Teams**") shall work to identify third party end-user customer bids, tenders, purchase orders or requests for proposal or similar sales opportunities (collectively, "**Sales Opportunities**"). The Channel Sales Teams shall meet to discuss the current Sales Opportunities, bidding history, win rate, product offerings of each Channel Partner and other related matters, and review competitive landscape and offerings to determine if there is a need for more competitive solutions, designs, practice or standard modifications or enhancements. The Channel Sales Teams shall seek to agree with respect to the projects or programs that will be approached by the Channel Partners individually or jointly. The Channel Sales Teams shall collaborate in order to determine the most effective execution path (including project management, requisition engineering, installation and commissioning support, product support, and development of operation and maintenance manuals) to offer the most effective solution to the customer and allow one of the Channel Partners to win the Sales Opportunity. Such collaboration shall include leveraging the technology and experience of each Channel Partner (including prior transactional and other relationship experience that a Channel Partner may have with the given customer), supporting the Leading Party in presenting comprehensive solutions to the customer, and coordinating all aspects of the development and details (financial, operational and otherwise) associated with each Sales Opportunity.

b. Unless otherwise expressly agreed by the Channel Partners, the review of Sales Opportunities shall occur at least once every calendar quarter. A specific Sales Opportunity may be brought by either Channel Partner for a case-by-case exigent review during such other time as the Channel Partners may agree.

Upon the Change of Control Date, and without any further actions by any party, the provisions of Sections 4(a) and (b) will no longer apply.

5. Opportunity Based Exceptions. Until the Change of Control Date, except to the extent provided in the applicable Channel Policy, (a) in the event the Leading Party elects not to participate in any Sales Opportunity or recognizes, in its reasonable discretion, that the other Channel Partner has a more competitive offering (including price and other commercial considerations such as vendor list requirements, delivery, performance and other technical specifications, including form, fit and function), superior technological expertise or better access to the opportunity, (b) in the event of a change in customer business relationship of the Leading Party that adversely affects such Channel Partner's ability to continue as the Leading Party, or (c) if during the pre-bid phase, the end-user customer is not interested in a package or solution (whether sold in one or more individual contracts) offered by the Leading Party, or if a package offer made (whether in one or more individual contracts) proves not competitive but the customer is still interested in a "specific product only" bid by a member of the GE Group or a member of the Newco Group, as applicable, then, in each case, the Leading Party shall negotiate in good faith the transfer of such Sales Opportunity to the Channel Partner best positioned to succeed in such Sales Opportunity and the sale of the related products, parts, equipment, services, technology and systems. The leaders of the Channel Sales Teams for the applicable Channel of each Channel Partner shall agree in writing (including by email or otherwise) and coordinate on such transfer.

Upon the Change of Control Date, and without any further actions by any party, the first sentence of Section 5 shall be amended and restated as follows: "Except to the extent provided in the applicable Channel Policy, (a) in the event the Leading Party elects not to participate in any Sales Opportunity or recognizes, in its reasonable discretion, that the other Channel Partner has superior technological expertise or better access to the opportunity (including delivery, performance and other technical specifications), (b) in the event of a change in customer business relationship of the Leading Party that adversely affects such Channel Partner's ability to continue as the Leading Party, or (c) if during the pre-bid phase, the end-user customer is not interested in a package or solution (whether sold in one or more individual contracts) offered by the Leading Party, or if a package offer made (whether in one or more individual contracts) proves not competitive but the customer is still interested in a "specific product only" bid by a member of the GE Group or a member of the Newco Group, as applicable, then, in each case, the Leading Party shall negotiate in good faith the transfer of such Sales Opportunity to the Channel Partner best positioned to succeed in such Sales Opportunity and the sale of the related products, parts, equipment, services, technology and systems."

6. Proposal Responsibility and Support. Except to the extent provided in the applicable Channel Policy hereto, the Leading Party shall be responsible for the preparation and the content of all budgetary and firm proposals and/or bids in respect of a Sales Opportunity issued by it. To the extent not specifically agreed by the Channel Partners pursuant to a purchase order under the Supply Agreement, if applicable, or provided in the applicable Channel Policy hereto, the applicable Channel Sales Teams shall negotiate in good faith the terms of necessary performance guarantees, subcontracting scope, product development and adaptation required by the applicable Sales Opportunity, which such terms shall be agreed based on such specific Sales Opportunity.

7. Cooperation and Consultation.

a. Each Channel Partner (represented by the applicable Senior Sales Leaders) shall continue to monitor the Channel allocations set forth in this Agreement to respond to changes in external and internal environments to best position the Channel Partners in respect of each Channel to effectively serve customers' requirements. Until the Change of Control Date, the Channel Partners expect the Channel allocations to be as dynamic as necessary to respond to the changed circumstances, including the following: (i) technological development of the product offerings or additional product offerings of the Channel Partners, including which business funded and has taken the risk for the development of the new technology; (ii) external changes in the either Channel Partner's segment and their impact on the then current Channels; (iii) changes in either Channel Partner's business models; (iv) changes and transformations in customer business lines and focus; (v) acquisitions and divestitures of the applicable Channel Partner; (vi) cost efficiencies; (vii) change in the support infrastructure of a Channel Partner in respect of a Channel offering or allocation; and (viii) the preferred approach to be competitive and meeting customer objectives.

Upon the Change of Control Date, and without any further actions by any party, the second sentence of Section 7(a) shall be amended and restated as follows: "The Channel Partners expect the Channel allocations to be as dynamic as necessary to respond to the changed circumstances, including the following: (i) external changes in the either Channel Partner's segment and their impact on the then current Channels; (ii) changes and transformations in customer business lines and focus; (iii) acquisitions and divestitures of the applicable Channel Partner; and (iv) change in the support infrastructure of a Channel Partner in respect of a Channel offering or allocation."

b. Until the Change of Control Date, without prejudice to the terms of the Non-Competition Agreement, prior to the Trigger Date, the GE Group and Newco hereby agree to discuss from time to time potential opportunities in the joint pursuit of commercially attractive business initiatives for O&G Products and Services.

Upon the Change of Control Date, and without any further actions by any party, the provisions of Section 7(b) will no longer apply.

8. Governance. Until the Change of Control Date, and except as expressly provided in the applicable Channel Policy:

a. The Channel Partners shall establish in respect of each Channel, no later than fifteen (15) days following the Closing Date, and maintain during the term of each such Channel, a governance council (a "**Channel Governance Council**") that will oversee all aspects of the relationship contemplated by such Channel pursuant to this Agreement. With respect to each Channel, each Channel Partner shall, in respect of such Channel, designate four (4) (or such other number as the Channel Partners mutually agree) persons to serve as members of each such Channel Governance Council, which such persons shall be the respective Marketing or Sales Executives and Product Leadership Executives (collectively, the "**Senior Sales Leaders**") of the GE Group and Newco (provided that such Senior Sales Leaders of Newco shall not be GE appointed executives) in respect of such Channel and will provide the other Channel Partner with relevant contact information (name, address, telephone number, e-mail address and facsimile number, if any) for such Senior Sales Leaders. Each Channel Partner may, in respect of each Channel, from time to time, substitute another Senior Sales Leader as its designated member of the applicable Channel Governance Council. Notwithstanding the foregoing, the Channel Partners will use good faith efforts to ensure the continuity in office of their respective members of each Channel Governance Council.

b. From time to time, as required, and at mutually agreed locations or telephonically, each Channel Governance Council shall meet to review the Channel allocations under this Agreement to address any outstanding issues or unresolved disputes arising out of, or related to, the allocation of rights and responsibilities provided for herein. The meetings shall be intended to provide a mechanism for the exchange of information among the Channel Partners and their representatives and review of various Channel allocation activities.

c. The review, approval or disapproval of all decisions by each Channel Governance Council shall be made by unanimous consent of the members of such Channel Governance Council of each Channel Partner. In addition to coordination of activities to be taken under this Agreement, each Channel Governance Council shall assume any other responsibilities which are mutually agreed upon by the Channel Partners.

d. Each Channel Governance Council shall have the power to mediate disputes between or among the Senior Sales Leaders of the GE Group and Newco in respect of the applicable Channel. In the event any Channel Governance Council does not reach agreement with respect to any dispute that requires a resolution, such Channel Governance Council may be enlarged to include additional members, which such persons shall be P&L VP, CFO Leader, General Manager or Vice President of the members of the GE Group and Newco, in order to reach such resolution. This Agreement or the applicable Channel Policies shall be amended to reflect such decision, if applicable.

e. Notwithstanding anything in this Agreement to the contrary (including, without limitation, Sections 4, 5, 7 and 8 hereof), the Channel Partners hereby agree that any action that would both (i) have the effect of adversely modifying Newco's rights or obligations under this Agreement and (ii) qualify as a Related Party Transaction at or above the Threshold if such action was between any member of the Company Group, on the one hand, and any member of the GE Group, on the other hand, shall be treated as a Related Party Transaction at or above the Threshold and shall require the prior written approval of the Conflicts Committee or the authorized designee thereof in accordance with Section 4.5 of the Stockholders Agreement. Capitalized terms used in this Section 7(e) but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Stockholders Agreement.

Upon the Change of Control Date, and without any further actions by any party, this Section 8 shall be amended and restated as follows:

“(a) Any dispute arising out of or in connection with this Agreement between the Channel Partners should be resolved as rapidly as reasonably possible pursuant to good faith discussion between the respective Channel marketing, sales and product leaders (“Channel Employees”). If a dispute cannot be resolved between the Channel Employees within four (4) weeks of the dispute arising, it shall be escalated to the Chief Executive Officer of Baker Hughes and the Chief Executive Officer of the relevant Tier 1 GE business (or such other equivalent officer as designated by such Tier 1 GE business Chief Executive Officer).

(b) Notwithstanding anything in this Agreement to the contrary (including, without limitation, Sections 4, 5, 7 and 8 hereof), the Channel Partners hereby agree that any action pursuant to Section 8(a) or Section 12 that would both (i) have the effect of adversely modifying Newco's rights or obligations under this Agreement and (ii) qualify as a Related Party Transaction at or above the Threshold if such action was between any member of the Company Group, on the one hand, and any member of the GE Group, on the other hand, shall be treated as a Related Party Transaction at or above the Threshold and shall require the prior written approval of the Conflicts Committee or the authorized designee thereof in accordance with Section 4.5 of the Stockholders Agreement."

9. Expenses. Each Channel Partner will be responsible for, and will pay, all expenses incurred by such Channel Partner in connection with the performance of its obligations under this Agreement, except as expressly otherwise agreed by the Channel Partners.

10. Intellectual Property. That certain Intellectual Property Cross-License Agreement, dated as of July 3, 2017, between GE and Baker Hughes, a GE company, LLC, as amended and restated on the date hereof and as further amended from time to time in accordance with the terms thereof (the "**IP Cross-License Agreement**") shall govern grants of licenses to Newco of any intellectual property of GE related to the products, parts, equipment, services, technology and systems listed on Schedule D that is used by GE O&G to manufacture and sell such products, parts, equipment, services, technology and systems as of the Closing Date.

11. Conflicts. In the event of a conflict or inconsistency between any applicable Channel Policy and the Non-Competition Agreement, to the extent any activity is permitted by the terms of the Non-Competition Agreement to be conducted by a member of the GE Group but is expressly allocated to Newco pursuant to any Channel Policy, such Channel Policy shall prevail and control to the extent of such conflict or inconsistency. In the event of any other conflict or inconsistency between this Agreement and the Non-Competition Agreement, the Non-Competition Agreement shall prevail and control in all respects, provided that only the exceptions contained in Section 2 of the Non-Competition Agreement that are set forth on Schedule E with respect to each Channel set forth thereon shall not apply in this Agreement. Notwithstanding anything contrary contained in this Agreement, the Parties acknowledge and agree that nothing in the Non-Competition Agreement shall preclude any member of the GE Group from engaging in activities prior to the termination of this Agreement, to the extent such activities are expressly permitted by the terms of this Agreement, including any amendments or modifications to any Channel Policy or any new Channel Policies (including, for avoidance of doubt, the activities allocated to the GE Group pursuant to the terms of the Power Channel).

12. Miscellaneous. The provisions of Section 7.3 (Force Majeure) of the Stockholders Agreement are hereby incorporated into this Agreement *mutatis mutandis*, as if references to the Stockholders Agreement were references to this Agreement, and the provisions of Sections 5 (Remedies), 6 (Amendment; Waiver), 7 (Assignment; No Third Party Beneficiary), 8 (Dispute Resolution) and 9 (Miscellaneous) (except for Section 7.6 of the Stockholders Agreement), of the Non-Competition Agreement are hereby incorporated into this Agreement *mutatis mutandis*, as if references to the Non-Competition Agreement were references to this Agreement.

13. Definitions. The following capitalized terms used in this Agreement shall have the meaning set forth below:

“**Acquired Channel Competitor**” means, with respect to any After-Acquired Business, such After-Acquired Business, or an Affiliate or a business unit thereof, as applicable, which is primarily engaged in the Channel Competing Business.

“**Affiliate**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**Change of Control Date**” means the first date on which members of the GE Group (as defined in the Stockholders Agreement) cease to beneficially own more than fifty percent (50%) of the voting power of the outstanding Company Common Stock.

“**Channel Competing Business**” means a business that is engaged in the activities allocated to the applicable Channel Buyer by the terms of the Power Channel, GE Digital Offerings Channel, Mark VIe Controls Products Upgrade Channel, O&G Products Channel or a previously established Competing Products and Services Channel pursuant to this Agreement.

“**Channel Contractual Obligations**” means, with respect to an Acquired Channel Competitor, the contractual obligations of the Channel Competing Business thereof that are applicable to the sale by such Competing Business of all Channel Products (and all of the related infrastructure necessary to perform such contractual obligations, including reasonably allocable cost of restructuring necessary for, and providing such infrastructure support) in order to serve third party end-user customers’ requirements with respect to all (but not less than all) of the related Channel Products.

“**Channel Policies**” means Schedule A, Schedule B, Schedule C and Schedule D, and any other Schedule with respect to a Channel that may become a part of this Agreement.

“**Channel Products**” means products, parts, equipment, services, technology and systems for use in the applicable Channel Competing Business.

“**Closing**” shall have the meaning ascribed to it in the Transaction Agreement.

“**Closing Date**” shall have the meaning ascribed to it in the Transaction Agreement.

“**Company Common Stock**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**GE O&G**” shall have the meaning ascribed to it in the Transaction Agreement.

“**Group**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**Leading Party**” means the applicable member of the Newco Group or the GE Group that will market to, accept tenders and orders from, and sell to third-party end-user customers or such other parties identified on Schedule F and otherwise take responsibility for leading the customers’ accounts in accordance with this Agreement and the applicable Channel Policies. For the avoidance of doubt, no member of the GE Group shall be the Leading Party hereunder with respect to any Channel except (i) to the extent expressly set forth in the applicable Channel Policy, (ii) otherwise agreed by the Channel Partners subject to Section 8(e) of this Agreement or (iii) with respect to the Competing Products and Services Channel, to the extent GE has accepted

Newco's offer to Sell all (but not less than all) of the applicable Channel Contractual Obligations pursuant to Section 3 and such Sale has been consummated.

“**Person**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**Related Party Transaction**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**Solution Offering**” means the sale of products, parts, equipment, services, technology and systems to third party end-user customers as part of a broader equipment or service solution or system for such customer or as part of a repair, replacement, enhancement or upgrade of such broader solution or system.

“**Stockholders Agreement**” means that certain Stockholders Agreement, dated as of July 3, 2017, between GE and Newco, as amended and restated on the date hereof (as further amended, modified or supplemented from time to time in accordance with its terms).

“**Subsidiary**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**Threshold**” shall have the meaning ascribed to it in the Stockholders Agreement.

“**Transaction Agreement**” that certain Transaction Agreement and Plan of Merger, dated October 30, 2016, among GE, Baker Hughes Incorporated, Newco and Bear MergerSub, Inc. (as amended, modified or supplemented from time to time in accordance with its terms).

“**Trigger Date**” shall have the meaning set forth in the Stockholders Agreement.

14. Interim Rules and Procedures. Promptly following the date hereof, the Channel Partners shall work together in good faith, with the assistance of legal counsel, to establish rules and procedures that would apply for the period between the Change of Control Date and July 3, 2019 if the Change of Control Date is prior to July 3, 2019, to ensure that the activities of the Channel Partners with respect to the Channels are in compliance with applicable Laws, including applicable antitrust and competition Laws.

15. Entire Agreement. This Agreement (including the annexes, exhibits and letters hereto) constitutes the entire agreement, and supersedes all other prior agreements (including the Original Agreement) and understandings (both written and oral), among the Parties with respect to the subject matter hereof and thereof.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Channel Partners have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

AMENDED AND RESTATED INTERCOMPANY SERVICES AGREEMENT

dated as of November 13, 2018

between

GENERAL ELECTRIC COMPANY

and

BAKER HUGHES, A GE COMPANY, LLC

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	5
Section 1.01 Certain Defined Terms	5
ARTICLE II SERVICES AND DURATION	15
Section 2.01 GE Services to be Provided	15
Section 2.02 Baker Hughes Services to be Provided	16
Section 2.03 Services in Effect on the Closing Date and Purchase Orders for Services	17
Section 2.04 Duration of Services	18
Section 2.05 Additional GE Provided Services	19
Section 2.06 Additional Baker Hughes Provided Services	19
Section 2.07 Limitations on the Provision of Services	20
ARTICLE III PERFORMANCE OF SERVICES	20
Section 3.01 R&D Services and Statements of Work	20
Section 3.02 Project Change	22
Section 3.03 Replacement of Project Leaders	23
Section 3.04 Subcontracting	23
Section 3.05 Review and Reporting Requirements	23
Section 3.06 License to Background IP and R&D Services Foreground IP	24
Section 3.07 Ownership of Intellectual Property	25
Section 3.08 Patent Prosecution and Costs	25
Section 3.09 Portfolio Reviews for R&D Services Foreground IP	25
Section 3.10 License to Transferred R&D Services Foreground IP and Accessed Intellectual Property	26
Section 3.11 Governmental Restrictions and Approvals; Certain Other Restrictions	26
Section 3.12 Third-Party IP	26
Section 3.13 Collaborations	27
Section 3.14 Reservation of Rights	28
ARTICLE IV OTHER ARRANGEMENTS	28
Section 4.01 Intercompany Service Managers	28
Section 4.02 Software and Software Licenses	29
Section 4.03 Local Implementing Agreements	30
Section 4.04 Corporate Policies	30
Section 4.05 Limitations with Respect to the GE Materials	30

ARTICLE V ADDITIONAL AGREEMENTS	31
Section 5.01 System Resources and Security	31
Section 5.02 Access	32
Section 5.03 GE and Baker Hughes Global Services Contracts	33
Section 5.04 Shared Facilities	33
Section 5.05 Shared Manufacturing Arrangements; Financial Services	36
Section 5.06 Costs and Disbursements	37
Section 5.07 Readjustment of Services	39
Section 5.08 No Right to Set-Off	39
Section 5.09 Taxes	39
ARTICLE VI STANDARD FOR SERVICE	40
Section 6.01 Standard for Service	40
Section 6.02 Consents; Compliance with Law; Professional Services	41
Section 6.03 Maintenance	41
Section 6.04 Modifications and Discontinuances	41
Section 6.05 Disclaimer of Warranties	42
Section 6.06 Compliance with Laws and Regulations	42
Section 6.07 No Reporting Obligations	42
ARTICLE VII LIMITED LIABILITY AND INDEMNIFICATION	43
Section 7.01 General Indemnification	43
Section 7.02 Exclusion of Consequential Damages	43
Section 7.03 Exclusive Remedy	43
ARTICLE VIII DISPUTE RESOLUTION	43
Section 8.01 Dispute Resolution	43
ARTICLE IX TERM AND TERMINATION	44
Section 9.01 Term and Termination	44
Section 9.02 Termination Charges	45
Section 9.03 Effect of Termination	45
Section 9.04 Force Majeure	46
ARTICLE X GENERAL PROVISIONS	46
Section 10.01 Independent Contractors	46
Section 10.02 Subcontractors	46
Section 10.03 Treatment of Confidential Information	47
Section 10.04 Audit	48
Section 10.05 Further Assurances	48
Section 10.06 Notices	48
Section 10.07 Entire Agreement	49
Section 10.08 No Third-Party Beneficiaries	49
Section 10.09 Amendment; Waiver	49

Section 10.10	Governing Law	50
Section 10.11	Counterparts; Electronic Transmission of Signatures	50
Section 10.12	Assignment	50
Section 10.13	Rules of Construction	50
Section 10.14	Non-Recourse	51
Section 10.15	Export Law Compliance	51
Section 10.16	Integrity	51
Section 10.17	Subcontractor Flow Downs for United States Government Commercial Items Contracts	51

SCHEDULES

SCHEDULE 2.01(a)	Administrative Services
SCHEDULE 2.01(b)	GE Provided Umbrella Services
SCHEDULE 2.01(c)	List of current technology research and development services between GE Global Research and GE O&G
SCHEDULE 2.02(b)	Baker Hughes Provided Umbrella Services
SCHEDULE 3.01(c)	Form of Statement of Work
SCHEDULE 3.13(a)	Form of Collaboration Agreement
SCHEDULE 3.13(d)	List of Collaboration Agreements
SCHEDULE 4.01(a)	GE Services Manager
SCHEDULE 4.01(b)	Baker Hughes Services Manager
SCHEDULE 5.04(a)	GE Facilities
SCHEDULE 5.04(b)	Baker Hughes Facilities
SCHEDULE 5.04(c)	Specified Facilities
SCHEDULE 5.05(a)	Shared Manufacturing Arrangements
SCHEDULE 5.05(b)	Factoring or Similar Monetization of Accounts Receivable
SCHEDULE 5.06(g)	Wiring Instructions

INTERCOMPANY SERVICES AGREEMENT

This Amended and Restated Intercompany Services Agreement, dated as of November 13, 2018 (as amended, modified or supplemented from time to time in accordance with its terms, this "Agreement"), is made between General Electric Company, a New York corporation ("GE"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Baker Hughes").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation ("BHGE"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, BHGE, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have combined GE's oil and gas business ("GE O&G") with BHI to create BHGE;

WHEREAS, pursuant to the Transaction Agreement, upon closing of the transaction, BHGE began to operate as a public company traded on the New York Stock Exchange with approximately 62.5% of the voting stock owned by GE and approximately 37.5% of the voting stock owned by public shareholders;

WHEREAS, in furtherance of the transactions contemplated by the Transaction Agreement, GE and Baker Hughes entered into a Intercompany Services Agreement, dated as of July 3, 2017 (the "Original Agreement"), under which (i) GE agreed to provide or cause to be provided to Baker Hughes (and/or its Affiliates on or after the Closing Date, collectively hereinafter referred to as the "Baker Hughes Entities") certain services and (ii) Baker Hughes agreed to provide or cause to be provided to GE (and/or its Affiliates on the Closing Date immediately after giving effect to the Closing, collectively hereinafter referred to as the "GE Entities") certain services, in each case of (i) and (ii), in accordance with the terms and subject to the conditions set forth herein; and

WHEREAS, GE and Baker Hughes (having received the approval of the Conflicts Committee (as defined in the Stockholders Agreement) desire to amend and restate the Original Agreement in its entirety, on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Transaction Agreement.

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

“Administrative Services” shall have the meaning set forth in Section 2.01(a)(i).

“Additional Baker Hughes Provided Services” shall have the meaning set forth in Section 2.06.

“Additional GE Provided Services” shall have the meaning set forth in Section 2.05.

“Additional Services” means the Additional GE Provided Services and the Additional Baker Hughes Provided Services, as applicable.

“Aeroderivatives Supply and Technology Development Agreement” means that certain Supply and Technology Development Agreement entered into by GE, acting through its GE Aviation business unit and the legal entities operating on its behalf, Baker Hughes, and GE, on behalf of its GE Power business, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms).

“Affiliate” means any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity

“Ancillary Agreements” shall have the meaning ascribed to it in the Transaction Agreement

“Agreement” shall have the meaning set forth in the Preamble.

“Background IP” means Intellectual Property and Technology owned, Controlled, created or acquired by or on behalf of a Party or its Affiliates prior to the applicable date of the provision of a Service.

“Baker Hughes” shall have the meaning set forth in the Preamble.

“Baker Hughes Entities” shall have the meaning set forth in the Recitals.

“Baker Hughes Facilities” shall have the meaning set forth in Section 5.04(a).

“Baker Hughes Global Services Contract” means each contract or other arrangement or agreement (whether for the purchase or supply of goods or services) set forth below, between or among Baker Hughes or its Affiliates, on the one hand, and a third party, on the other hand, which contract or other arrangement or agreement is multi-national, regional or global in scope, and by virtue of such scope is applicable to, and was entered into by the parties thereto in consideration of its applicability to, more than one Baker Hughes Entity, or one or more of Baker Hughes or its Affiliates, in each case, in respect of:

- (i) certain master purchase and sale agreements for the sale and purchase of certain goods and services (other than those provided for under the Supply Agreement), as mutually identified and agreed to by the parties; and
- (ii) joint tendering by the Baker Hughes Entities for business of or services to certain third parties, as mutually identified and agreed to by the parties.

“Baker Hughes Provided Collaboration Services” means the services to be provided by any Baker Hughes Entity under any Collaboration Agreement.

“Baker Hughes Provided Deliverable” means any deliverable or work product to be delivered by a Baker Hughes Entity to the applicable R&D Services Recipients as specified in a Baker Hughes Statement of Work.

“Baker Hughes Provided Facility Service” means an arrangement in which Baker Hughes has granted, or has caused one or more of its Affiliates to grant, to GE a limited license to use and access space at a Baker Hughes Facility under Section 5.04.

“Baker Hughes Provided R&D Services” means specialized and tailored technology research and development services, related to one or more GE Entity’s service or product offerings, offered by the applicable Affiliate or division of Baker Hughes on a contracted basis to a GE Entity.

“Baker Hughes Provided R&D Services Foreground IP” means all Intellectual Property and Technology created in the course of the performance of the Baker Hughes Provided R&D Services, including that which is reflected in all research records, laboratory notebooks, technical reports and experimental results.

“Baker Hughes Provided Services” means all services to be provided by any Baker Hughes Entity pursuant to this Agreement, including the Baker Hughes Provided Technology Access, Baker Hughes Provided Umbrella Services, Baker Hughes Provided R&D Services, Baker Hughes Provided Facility Services, Baker Hughes Provided Collaboration Services and Additional Baker Hughes Provided Services.

“Baker Hughes Provided Technology Access” means GE’s confidential access to any Baker Hughes Entity’s proprietary Technology or related developments or enhancements thereto, in each case, related or applicable to one or more GE Entities’ operations, products or service offerings (including Directed Industry R&D) in a manner in which GE and its Affiliates received similar access from GE O&G during the Baseline Period (for the avoidance of doubt, such access shall not include Baker Hughes Provided R&D Services). For the avoidance of doubt, the Baker Hughes Provided Technology Access includes GE’s and its Affiliates’ access to such items of Baker Hughes Incorporated or any of its Affiliates immediately prior to the Closing.

“Baker Hughes Provided Umbrella Services” shall have the meaning set forth in Section 2.02(b).

“Baker Hughes Services Manager” shall have the meaning set forth in Section 4.01(b).

“Baker Hughes Statement of Work” shall have the meaning set forth in Section 3.01(b).

“Baseline Period” means the 12-month period immediately preceding October 30, 2016.

“BHGE” shall have the meaning set forth in the Recitals.

“Business” shall have the same meaning as the term “GE O&G” set forth in the Transaction Agreement.

“Business Day” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“CA Services” means, collectively, GE Provided Technology Access and the Administrative Services.

“Change of Control Date” shall have the meaning ascribed to it in that certain Channel Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time) between GE and BHGE (the “Channel Agreement”).

“Closing” shall have the meaning ascribed to it in the Transaction Agreement.

“Collaboration” means any research and technology collaboration between a GE Entity, on the one hand, and a Baker Hughes Entity, on the other, related to one or more product or service offerings.

“Collaboration Agreement” means an agreement executed hereunder to formalize a Collaboration and substantially in the form of Schedule 3.13(a). Collaboration Agreements shall include the agreements listed on Schedule 3.13(d).

“Collaboration Services” means the Baker Hughes Provided Collaboration Services and GE Provided Collaboration Services, as applicable.

“Confidential Information” shall have the meaning set forth in Section 10.03(a).

“Control” or “Controlled” means, with respect to Intellectual Property or Technology, the right to grant a license or sublicense to such Intellectual Property or Technology as provided for herein without (i) violating the terms of any agreement or other arrangement with any third party, (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the party being granted any such license or sublicense being deemed a breach or default affecting the rights of the party granting such license or sublicense or (iii) requiring the payment of material compensation to any third party.

“Controls Tools” means GE Power’s product documentation, product software, product support announcements and current requisition tools, in each case, excluding (i) any software source code or any information used to invent, develop or otherwise modify such software or any of the foregoing and (ii) any such tools of any other GE business unit, including, for the avoidance of doubt, GE Aviation.

“Corporate Assessment” means the annual payment of (i) \$55 million by Baker Hughes to GE from the Effective Date through December 31, 2018, and (ii) \$27.5 million (prorated on a monthly basis for any partial period thereof) from January 1, 2019 through the day that is ninety (90) days following the Trigger Date, in each case, for so long as the CA Services are provided during the Term, as amended from time to time per Section 5.06(a) hereunder.

“Deliverable” means a GE Provided Deliverable or Baker Hughes Provided Deliverable, as applicable.

“Directed Industry R&D” means continuous scientific research and development with application to the oilfield services industry equipment and service offerings, including optimization technology, end-to-end Software workflows and solutions, customizable framework applications, imaging, acoustic, pressure and sensor technology, telemetry, geophysics and geological modelling and materials science.

“Dockets” means invention disclosures the substance of which is not intended by the owning Party to be protected by trade secret law, pending patent applications and issued patents, in each case, owned by the applicable Party.

“Facilities” shall have the meaning set forth in Section 5.04(c).

“Facility Costs” shall have the meaning set forth in Section 5.06(d).

“Force Majeure” means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence and prudence the Party affected was unable to prevent, including acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, the following shall not be deemed Force Majeure events: general adverse changes or fluctuations in the markets in which the Provider operates; financial distress or insufficient financial capability of the Provider to perform the PO, Baker Hughes Statement of Work or GE Statement of Work; or events involving a previous or existing condition at or before the PO, Baker Hughes Statement of Work or GE Statement of Work date.

“GE” shall have the meaning set forth in the Preamble.

“GE Digital Master Products and Services Agreement” means that certain GE Digital Master Products and Services Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE Digital LLC and Baker Hughes.

“GE Entities” shall have the meaning set forth in the Recitals.

“GE Facilities” shall have the meaning set forth in Section 5.04(a).

“GE Global Research” means GE’s Global Research organization.

“GE Global Services Contract” means each contract or other arrangement or agreement (whether for the purchase or supply of goods or services) set forth below, between or among GE or its Affiliates (including, for this purpose, GE O&G prior to Closing), on the one hand, and a third party, on the other hand, which contract or other arrangement or agreement is multi-national, regional or global in scope, and by virtue of such scope is applicable to, and was entered into by the parties thereto in consideration of its applicability to, more than one GE Entity, or one or more of GE or its Affiliates, other than just GE O&G, in each case, in respect of:

- (i) certain master purchase and sale agreements for the sale and purchase of certain goods and services (other than those provided for under the Supply Agreement), as mutually identified and agreed to by the parties; and
- (ii) joint tendering by the GE Entities for business of or services to certain third parties, as mutually identified and agreed to by the parties.

“GE Materials” shall have the meaning set forth in Section 4.04(a).

“GE Provided Collaboration Services” means the services to be provided by any GE Entity under any Collaboration Agreement.

“GE Provided Control Tools Access” means Specified BHGE Personnel’s confidential access to Controls Tools solely to the extent that are both (i) used as of the date hereof by such Specified BHGE Personnel and (ii) reasonably necessary for the sole purpose of performing Baker Hughes’ obligations and exercising Baker Hughes’ rights under the Mark VIe Control Products Upgrade Channel pursuant to the Channel Agreement; provided, that, granting such access shall not obligate a GE Entity to provide Highly Confidential Information to Baker Hughes.

“GE Provided Deliverable” means any deliverable or work product to be delivered by GE Global Research to the applicable R&D Services Recipients as specified in a GE Statement of Work.

“GE Provided Facility Service” means an arrangement in which GE has granted, or has caused one or more of its Affiliates to grant, to Baker Hughes a limited license to use and access space at a GE Facility under Section 5.04.

“GE Provided R&D Services” means specialized and tailored technology research and development services related to any Baker Hughes Entity’s business and operations (including its equipment and service development and offerings) through GE Global Research on a contracted basis.

“GE Provided R&D Services Foreground IP” means all Intellectual Property and Technology created in the course of performance of GE Provided R&D Services, including that which is reflected in all research records, laboratory notebooks, technical reports, experimental results.

“GE Provided Services” means all services to be provided by any GE Entity pursuant to this Agreement, including the CA Services, GE Provided Umbrella Services, GE Provided R&D Services, GE Provided Facility Services, GE Provided Collaboration Services and Additional GE Provided Services.

“GE Provided Technology Access” means Baker Hughes’s confidential access to any GE Entity’s (other than GE Digital’s) proprietary Technology or related developments or enhancements thereto (other than such proprietary Technology or related developments or enhancements thereto that is subject to the Aeroderivatives Supply and Technology Development Agreement or the HDGT Supply Agreement), in each case, related or applicable to one or more Baker Hughes Entities’ operations, products or service offerings (including Directed Industry R&D) in a manner in which GE O&G received similar access from GE and its Affiliates during the Baseline Period (for the avoidance of doubt, such access shall not include GE Provided R&D Services). For the avoidance of doubt, the GE Provided Technology Access includes Baker Hughes Incorporated’s and its Affiliates’ access to such items of GE or any of its Affiliates immediately prior to the Closing.

“GE Provided Umbrella Services” shall have the meaning set forth in Section 2.01(b).

“GE Services Manager” shall have the meaning set forth in Section 4.01(a).

“GE Statement of Work” shall have the meaning set forth in Section 3.01(a).

“Governmental Authority” means any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

“HDGT Supply Agreement” means that certain Supply Agreement entered into by GE and Baker Hughes, a GE company LLC, dated as of the date hereof (as amended, modified or supplemented from time to time in accordance with its terms).

“Highly Confidential Information” means Confidential Information of a Party: (i) (A) that is distributed only among a certain limited set of individuals pursuant to such Party’s written data classification policy or guideline; and (B) that is appropriately classified with the Party’s top level data classification pursuant to the terms of such Party’s written data classification policy or guideline or (ii) where, if such Confidential Information is disclosed or used improperly, such disclosure would reasonably be expected to have a material and adverse impact on such Party or any business unit thereof with respect to lost revenues, lost profits, loss of trade secret value, reputational risk and/or any other material and adverse non-quantitative risks.

“Interest Rate” means the prime rate published in the eastern edition of *The Wall Street Journal* or a comparable newspaper if *The Wall Street Journal* shall cease publishing the prime rate, as of 11:00 a.m. (Eastern time) on each day during the period for which interest is to be paid.

“Indemnified Parties” means, as the case may be, the Party being indemnified, its Affiliates and Representatives, each of whom shall be deemed a third-party beneficiary hereof.

“Intellectual Property” means all the following whether arising under the Laws of the United States or of any other jurisdiction: (i) patents, patent applications (including patents issued thereon), including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions; (ii) copyrights in works of authorship of any type (including copyrights in Software), mask work rights and design rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by applicable international treaties or conventions, all moral and common law rights thereto, and all other intellectual property rights associated therewith; (iii) trade secrets; (iv) database, computer program and other digital media applications and registrations; and (v) all other industrial and intellectual property rights arising from, or in respect to, Technology.

“IP Cross-License Agreement” means that certain IP Cross-License Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE and Baker Hughes.

“Law” means any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

“Local Agreements” shall have the meaning set forth in Section 4.03.

“Long-Term Ancillary Agreements” shall have the meaning ascribed to it in the Transaction Agreement.

“Losses” means all losses, damages, costs, expenses, and liabilities actually suffered or incurred and paid (including reasonable attorneys’ fees).

“Mark VIe Controls Products Upgrade Channel” has the meaning ascribed to such term in the Channel Agreement.

“Master Agreement” means that certain Master Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE, BHGE and Baker Hughes.

“Party” means GE and Baker Hughes individually, and “Parties” means GE and Baker Hughes collectively, and, in each case, their permitted successors and assigns.

“Portfolio Reviews” shall have the meaning set forth in Section 3.09(a).

“POs” means purchase orders issued by GE or Baker Hughes or any of their Affiliates to GE or Baker Hughes or any of their Affiliates, as the case may be, for Umbrella Services or Additional Baker Hughes Provided Services, as the case may be, during the Term.

“Project” means any specific research and development activities identified as a “Project” in the applicable GE Statement of Work or Baker Hughes Statement of Work.

“Project Leader” shall have the meaning set forth in Section 3.01(e)(v).

“Provider” means the Party or its Subsidiary or Affiliate providing a service under this Agreement.

“Producer Price Index” means the Producer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics or any substitute index hereafter adopted by the United States Department of Labor.

“R&D Services” means the GE Provided R&D Services and the Baker Hughes Provided R&D Services, as applicable.

“R&D Services Foreground IP” means the GE Provided R&D Services Foreground IP and Baker Hughes Provided R&D Services Foreground IP, as applicable.

“R&D Services Provider” means a Person providing R&D Services pursuant to this Agreement.

“R&D Services Recipient” means a Person to which R&D Services are being provided pursuant to this Agreement.

“Recipient” means the Party or its Subsidiary or Affiliate to whom a service under this Agreement is being provided.

“Representative” of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such person.

“Schedule” means each of Schedule 2.01(a)(i), Schedule 2.01(b), Schedule 2.01(c), Schedule 2.02(b), Schedule 3.01(c), Schedule 3.13(a), Schedule 3.13(d), Schedule 4.01(a), Schedule 4.01(b), Schedule 5.04(a), Schedule 5.04(b), Schedule 5.04(c), Schedule 5.05(a), Schedule 5.05(b), and Schedule 5.06(g).

“Services” means the GE Provided Services and/or the Baker Hughes Provided Services.

“Service Charges” means Umbrella Service Charges, R&D Fees, Facility Costs, Collaboration Costs, Additional Service Fees and the Corporate Assessment, as applicable.

“Shared Manufacturing Arrangement” shall have the meaning set forth in Section 5.05(a).

“Software” means computer software, programs and databases in any form, including (as applicable in context) source code, object code, operating systems, specifications, data, database management code, utilities, graphical user interfaces, software engines, software platforms, data formats, versions thereof, and related materials, documentation, developer notes, comments and annotations.

“Specified BHGE Personnel” means employees of Baker Hughes’ Digital Solutions division that have confidential access as of the date hereof to product documentation, product software, product support announcements and current requisition tools, in each case, for the sole purpose of performing Baker Hughes obligations under the Mark VIe Control Products Upgrade Channel pursuant to the Channel Agreement.

“Statement of Work” means a GE Statement of Work or Baker Hughes Statement of Work, as applicable.

“Stockholders Agreement” means that certain Stockholders Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE and BHGE.

“Supply Agreement” means that certain Supply Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE and Baker Hughes.

“Systems” means, collectively, the GE or Baker Hughes Intranet, as applicable, or such other computer software (owned or licensed), networks, hardware, technology or computer-based resources.

“Tax” shall have the meaning ascribed to it in the Transaction Agreement.

“Taxing Authority” means any Governmental Authority responsible for the administration or the imposition of any Tax.

“Technology” means, collectively, designs, formulae, algorithms, procedures, methods, products, services, techniques, ideas, know-how, results of research and development, Software, descriptions, flow-charts, documentation (including user manuals and other training documentation), tools, data, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein.

“Technology Access” means the Baker Hughes Provided Technology Access and the GE Provided Technology Access, as applicable.

“Technology Center Agreement” means that certain agreement among General Electric Company’s China Technology Center in Shanghai, China, General Electric Company’s John F. Welch Technology Center in Bangalore, India and SUEZ, a French société anonyme.

“Term” shall have the meaning set forth in Section 9.01(a).

“Termination Charges” means any and all fees or expenses (which may include breakage fees, early termination fees or charges, or minimum volume charges) owed to any unaffiliated third-party provider as a result of an early termination or reduction of a service provided hereunder.

“Trademark License Agreement” means that certain Trademark License Agreement, dated as of July 3, 2017, as amended and restated as of the date hereof (as it may be further amended, supplemented or modified from time to time), between GE and BHGE.

“Transaction Agreement” shall have the meaning ascribed to it in the Recitals.

“Trigger Date” shall have the meaning ascribed to it in the Stockholders Agreement.

“TSA Services” means Services in respect of the Facilities and each Umbrella Service designated on Schedule 2.01(b) or Schedule 2.02(b) as terminable upon sixty (60) days’ prior written notice to the Provider of such Umbrella Service of such termination.

“Umbrella Service Charges” shall have the meaning set forth in Section 5.06(b).

“Umbrella Services” means the GE Provided Umbrella Services and the Baker Hughes Provided Umbrella Services, as applicable.

ARTICLE II

SERVICES AND DURATION

SECTION 2.01 GE Services to be Provided. Subject to the terms and conditions of this Agreement, and without limiting any other Services contemplated by this Agreement, GE shall provide (or cause to be provided) to the Baker Hughes Entities the following services:

(a) Administrative Services and GE Provided Technology Access. GE shall continue the arrangements and processes in effect between GE or any of its Affiliates or divisions (in each case excluding GE O&G), on the one hand, and GE Oil & Gas (“GE O&G”), on the other hand, during the Baseline Period in providing to the Baker Hughes Entities (at the Baker Hughes Entities’ option), during the Term, as supplemental (not as a replacement) to the Baker Hughes Entities’ existing service infrastructure, services in each of the following areas:

(i) both (A) services as provided by GE's Global Growth Organization to GE O&G during the Baseline Period and (B) general corporate administrative services (in each case, as further described on Schedule 2.01(a)(i)) (collectively, the "Administrative Services"); and

(ii) GE Provided Technology Access subject to Section 10.03(e) and the following:

(A) any of the GE Entities, upon request, shall automatically grant GE Provided Technology Access to any of the Baker Hughes Entities hereunder as a CA Service provided in consideration of the Corporate Assessment, provided that: (x) granting such GE Provided Technology Access involves a level of assistance in terms of time, effort and/or cost that has been provided during the ordinary course of dealings between GE O&G and the GE Entities during the Baseline Period without the requirement for a written statement of work, purchase order or similar documentation; and (y) granting such GE Provided Technology Access would not require such GE Entity to provide or communicate Highly Confidential Information to such Baker Hughes Entity.

(b) GE Provided Umbrella Services. GE shall continue the service arrangements and processes in effect between GE or any of its Affiliates or divisions (in each case excluding GE O&G), on the one hand, and GE O&G, on the other hand, during the Baseline Period by providing to the Baker Hughes Entities (at the Baker Hughes Entities' option and for the applicable Umbrella Service Charge), during the Term, access to the service arrangements made available by GE or any of its Affiliates or divisions to GE O&G during the Baseline Period as further described on Schedule 2.01(b) (the "GE Provided Umbrella Services").

(c) GE Provided R&D Services. GE shall continue the arrangements and processes in effect between GE Global Research and GE O&G during the Baseline Period by providing to the Baker Hughes Entities (at the Baker Hughes Entities' option), during the Term, GE Provided R&D Services as further described in Article III hereof. The technology research and development services and arrangements between GE Global Research and GE O&G set forth on Schedule 2.01(c) that have been entered into prior to the Closing Date shall survive in accordance with the terms thereof and shall be subject to Section 10.03(e) if such substantially similar confidentiality is not otherwise provided therein.

(d) Collaborations. If granting the technology access to a Baker Hughes Entity does not fall into Section 2.01(a)(ii)(A) above, then such access shall not be included as a CA Service provided in consideration for the Corporate Assessment and the relevant GE Entity and Baker Hughes Entity shall use good faith efforts to reach agreement upon the terms of a Collaboration Agreement in accordance with Section 3.13, including, if necessary, proposing modifications to the proposed request in order to reach such agreement.

SECTION 2.02 Baker Hughes Services to be Provided. Subject to the terms and conditions of this Agreement, and without limiting any other Services contemplated by this Agreement, Baker Hughes shall provide (or cause to be provided) to the GE Entities the following services:

(a) Baker Hughes Provided Technology Access. Subject to the terms and conditions of this Agreement, Baker Hughes shall provide (or cause to be provided) to GE the Baker Hughes Provided Technology Access, subject to Section 10.03(f) and the following:

(A) any of the Baker Hughes Entities, upon request, shall automatically grant Baker Hughes Provided Technology Access to any of the GE Entities, provided that: (x) granting such Baker Hughes Provided Technology Access involves a level of assistance in terms of time, effort and/or cost that has been provided during the ordinary course of dealings between GE O&G and the GE Entities during the Baseline Period without the requirement for a written statement of work, purchase order or similar documentation; and (y) granting such Baker Hughes Provided Technology Access would not require such Baker Hughes Entity to provide or communicate Highly Confidential Information to such GE Entity.

(b) Baker Hughes Provided Umbrella Services. Baker Hughes shall continue the service arrangements and processes in effect between GE O&G, on the one hand, and GE or any of its Affiliates or divisions (in each case excluding GE O&G), on the other hand, during the Baseline Period by providing to the GE Entities (at the GE Entities' option and for the applicable Umbrella Service Charge), during the Term, access to the service arrangements made available by GE O&G to GE or any of its Affiliates or divisions (in each case excluding GE O&G) during the Baseline Period as further described on Schedule 2.02(b) (the "Baker Hughes Provided Umbrella Services").

(c) Baker Hughes Provided R&D Services. Baker Hughes, to the extent not prohibited by any third party agreement, shall provide to the GE Entities (at the GE Entities' option), during the Term, Baker Hughes Provided R&D Services as further described in Article III hereof.

(d) Collaborations(e). If granting the technology access to a GE Entity does not fall into Section 2.02(a)(A) above, then the relevant GE Entity and Baker Hughes Entity shall use good faith efforts to reach agreement upon the terms of a Collaboration Agreement in accordance with Section 3.13, including, if necessary, proposing modifications to the proposed request in order to reach such agreement.

SECTION 2.03 Services in Effect on the Closing Date and Purchase Orders for Services.

(a) Services in Effect on the Closing Date. Effective as of the Closing Date, (i) GE shall be entitled to receive Baker Hughes Provided Services (other than Baker Hughes Provided Collaboration Services and Baker Hughes Provided R&D Services) in accordance with the processes, procedures and workflows in effect between GE O&G and GE during the Baseline Period and (ii) Baker Hughes shall be entitled to receive the GE Provided Services (other than GE Provided Collaboration Services and GE Provided R&D Services) in accordance with the processes, procedures and workflows in effect between GE O&G and GE during the Baseline Period.

(b) Purchase Orders from Baker Hughes to GE: Scheduling.

(i) With respect to each Additional GE Provided Service, Baker Hughes may submit, from time to time, a written request for service (including a PO as applicable) to the GE Services Manager for the initiation of each such service. All such written requests shall contain elements and specifications consistent with each Party's past practice. Each such written request shall be deemed to incorporate by reference the terms and conditions of this Agreement and be numbered and dated.

(ii) Not later than ten (10) Business Days following the GE Services Manager's receipt of such a written request, the GE Services Manager shall determine with the Baker Hughes Services Manager a service provision plan with respect to such Additional GE Provided Service and the inception date for such service. In all respects, the Parties agree to cooperate in good faith in reasonably scheduling the location, timing and dates for the Services. Baker Hughes agrees to use reasonable efforts to provide GE with as much advance notice as is practicable regarding Baker Hughes's scheduling needs.

(iii) The GE Entities (including, for the avoidance of doubt, GE Global Research) shall not discriminate between Baker Hughes, on the one hand, and any other division or business of GE, on the other hand, in the scheduling of the provision of any GE Provided Service; provided, that (A) nothing in this Agreement shall entitle Baker Hughes to any priority over other GE divisions and businesses in such scheduling and (B) in the provision of any GE Provided Services pursuant to this Agreement provided by a division or business unit of GE, such division or business or product unit of GE may give priority to its own product lines or businesses over Baker Hughes in the scheduling of the provision of such GE Provided Service.

(c) Purchase Orders from GE to Baker Hughes: Scheduling.

(i) With respect to each Additional Baker Hughes Provided Service, GE may submit, from time to time, a written request for service (including a PO as applicable) to the Baker Hughes Services Manager for the initiation of each such service. All such written requests shall contain elements and specifications consistent with each Party's past practice. Each such written request shall be deemed to incorporate by reference the terms and conditions of this Agreement and be numbered and dated.

(ii) Not later than ten (10) Business Days following the Baker Hughes Services Manager's receipt of a PO, the Baker Hughes Services Manager shall determine with the GE Services Manager a service provision plan with respect to such Additional Baker Hughes Provided Service and the inception date for such service. In all respects, the Parties agree to cooperate in good faith in reasonably scheduling the location, timing and dates for the Services. GE agrees to use reasonable efforts to provide Baker Hughes with as much advance notice as is practicable regarding GE's scheduling needs.

(iii) The Baker Hughes Entities shall not discriminate between GE, on the one hand, and any division or business of Baker Hughes, on the other hand, in the scheduling of the provision of any Baker Hughes Provided Service; provided, that (A) nothing in this Agreement shall entitle GE to any priority over any Baker Hughes divisions and businesses in such scheduling and (B) in the provision of any Baker Hughes Provided Services pursuant to this Agreement provided by a division or business or product unit of Baker Hughes such division or business or product unit may give priority to its own product lines or business units over GE in the scheduling of the provision of such Baker Hughes Provided Services.

SECTION 2.04 Duration of Services. Subject to the terms of this Agreement, each Provider shall provide or cause to be provided to the applicable Recipients each Service until the date on which such Service is terminated under Article IX hereof; provided, however, on and after the Change of Control Date, subject to Section 5.06 of the Master Agreement, neither Party nor its Affiliates shall be obligated to provide any Service which, if provided, would result in the breach of any third party contract necessary for the provision of such Service; provided, further, that the Parties will work together in good faith to identify alternative approaches with respect to such Services not provided.

SECTION 2.05 Additional GE Provided Services.

(a) After the Closing Date, if Baker Hughes identifies a service that any GE Entity provided to the Business during the Baseline Period that Baker Hughes reasonably needs in order for the Business to continue to operate in substantially the same manner in which the Business operated during the Baseline Period, and such service was not included in Schedule 2.01(a)(i) or Schedule 2.01(b) (other than because the Parties agreed in writing that such service shall not be provided), then Baker Hughes and GE shall negotiate in good faith to provide such requested service as an Umbrella Service (such additional services, the "Additional GE Provided Services"). The Provider shall provide such Additional GE Provided Services to the Recipient as the GE Services Manager and the Baker Hughes Services Manager can mutually agree in writing. In the event that the Parties reach an agreement with respect to providing such Additional GE Provided Services, such Additional GE Provided Services shall be deemed Umbrella Services hereunder and, accordingly, the Party requested to provide such Additional GE Provided Services shall provide such Additional GE Provided Services, or cause such Additional GE Provided Services to be provided (following written agreement on any incremental fees, if any, and termination date with respect to such Additional GE Provided Services), in each case, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the extension of the period of duration of any GE Provided Service may be considered Additional GE Provided Services. For Additional GE Provided Services identified within twenty-four months of Closing, GE will give due consideration to a request for a termination notice period of less than seven and a half (7.5) months.

(b) GE shall give due consideration to a request by Baker Hughes for it to provide a service that GE provides to each of its other divisions that is not provided to Baker Hughes because it was not a service provided to the Business during the Baseline Period.

SECTION 2.06 Additional Baker Hughes Provided Services. After the Closing Date, if GE identifies a service that the Business provided to GE during the Baseline Period that GE reasonably needs in order to continue to operate in substantially the same manner in which it operated during the Baseline Period, and such service was not included in Schedule 2.02(b) (other than because the Parties agreed in writing that such service shall not be provided), then Baker Hughes and GE shall negotiate in good faith to provide such requested service as an Umbrella Service (such additional services, the “Additional Baker Hughes Provided Services” and together with the Additional GE Provided Services, the “Additional Services”). The Provider shall provide such Additional Baker Hughes Provided Services to the Recipient as the Baker Hughes Services Manager and the GE Services Manager can mutually agree in writing. In the event that the Parties reach an agreement with respect to providing such Additional Baker Hughes Provided Services, such Additional Baker Hughes Provided Services shall be deemed Umbrella Services hereunder and, accordingly, the Party requested to provide such Additional Baker Hughes Provided Services shall provide such Additional Baker Hughes Provided Services, or cause such Additional Baker Hughes Provided Services to be provided (following written agreement on any incremental fees, if any, and termination date with respect to such Additional Baker Hughes Provided Services), in each case, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the extension of the period of duration of any Baker Hughes Provided Service may be considered Additional Baker Hughes Provided Services. For Additional Baker Hughes Provided Services identified within twenty-four months of Closing, Baker Hughes will give due consideration to a request for a termination notice period of less than seven and a half (7.5) months.

SECTION 2.07 Limitations on the Provision of Services.

(a) Notwithstanding anything to the contrary set forth herein, GE shall not be required to provide or cause to be provided any Umbrella Service beyond the scope (in terms of volume and quantity) and manner in which the Services were provided during the Baseline Period. Subject to the terms and conditions hereof, the Parties shall cooperate in good faith to address the provision of Services in the event of material changes in the Business from the Baseline Period.

(b) Except as expressly provided in the Transaction Agreement, in any Ancillary Agreement or any Long-Term Ancillary Agreement, unless required in connection with the performance of or delivery of any Service, Baker Hughes shall cease using (and shall cause its employees to cease using) any services made available by the GE Entities to the Business or their personnel prior to the Closing Date and the GE Entities shall cease using (and shall cause their employees to cease using) any services made available by the Business to the GE Entities or their personnel prior to the Closing Date.

ARTICLE III

PERFORMANCE OF SERVICES

SECTION 3.01 R&D Services and Statements of Work.

(a) GE Global Research and any Baker Hughes Entities may agree from time to time on certain GE Provided R&D Services to be provided by GE Global Research to such Baker Hughes Entities in accordance with the terms and conditions of this Agreement and certain statements of work issued by one or more Baker Hughes Entity and accepted by GE Global Research, or other written agreements or correspondence (whether or not referring to this Agreement) to be entered into by or exchanged between GE Global Research and such Baker Hughes Entities (each, a “GE Statement of Work”).

(b) Baker Hughes and any GE Entities may agree from time to time on certain Baker Hughes Provided R&D Services to be provided by Baker Hughes or its Affiliates to such GE Entities in accordance with the terms and conditions of this Agreement and certain statements of work issued by one or more GE Entity and accepted by Baker Hughes, or other written agreements or correspondence (whether or not referring to this Agreement) to be entered into by or exchanged between Baker Hughes and such GE Entities (each, a “Baker Hughes Statement of Work”).

(c) Nothing in this Agreement shall be deemed to obligate a Party to enter into a Statement of Work.

(d) The applicable R&D Services Recipients and R&D Services Providers shall execute a separate Statement of Work for each Project.

(e) All Statements of Work must be in writing and signed by a duly authorized representative of each of the applicable R&D Services Providers and R&D Services Recipients prior to the commencement of any R&D Services under such Statement of Work. Each Statement of Work shall be: (i) deemed a separate agreement between the applicable R&D Services Providers and R&D Services Recipients, and shall be an independent obligation from any other Statement of Work, (ii) deemed to incorporate by reference the terms and conditions of this Agreement, and (iii) numbered and dated. Statements of Work may be in the form set forth in Schedule 3.01(c), and should contain the following elements:

(i) a statement of the scope and objective of the Project;

(ii) a detailed description of the R&D Services to be performed;

(iii) identification of the Deliverables and schedule for delivery;

(iv) projected total and annual funding levels for each identified Project, including the funding level for each R&D Services Recipient, GE, Baker Hughes and/or any Governmental Authority and any specified funding limitations;

(v) for each identified Project, the name of the person designated by each Party (each, a “Project Leader”) to serve on such Party’s behalf as the primary contact between the Parties for such Project;

(vi) the review and reporting requirements as described under Section 3.05.

(vii) the term of such Statement of Work, including any renewal options, termination rights and related notice periods;

- (viii) the personnel, services, material or other resources that the applicable R&D Services Recipients shall provide to enable or support the R&D Services and any other obligations of such R&D Services Recipients;
- (ix) identification of applicable export control and government security classifications for the Project(s);
- (x) a statement identifying any Persons or business units that are co-sponsoring the applicable R&D Services under such Statement of Work;
- (xi) provisions for post-Project disposal, sale, or use of any equipment acquired for any Project(s);
- (xii) provisions regarding ownership of R&D Services Foreground IP;
- (xiii) any provisions regarding restrictions on the use of any Intellectual Property relevant to such Statement of Work, which shall limit the licenses granted in Section 3.06 and shall control over any provisions related to Intellectual Property in any PO; and
- (xiv) such other provisions as are applicable to a specific Statement of Work (which may include representations, warranties and indemnification provisions; provided that in such case, the Provider shall be entitled to adjust the price of such applicable R&D Services to reflect any such risk allocation included in the Statement of Work.

(f) The relevant content of any research records, laboratory notebooks, technical reports, progress reports, invention records, meeting minutes, and other similar business records arising in the course of performance of R&D Services under such Statement of Work shall be owned by the party that owns the related R&D Services Foreground IP pursuant to the terms of this Agreement or such Statement of Work, as applicable, to the extent that such business records are created during the term of this Agreement with respect to R&D Services and relate solely to the provision of R&D Services. The R&D Services Provider may retain copies of any such business records owned by a R&D Services Recipient following the expiration or termination of this Agreement, subject in all respects to the confidentiality restrictions referenced in Article X.

(g) In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Statement of Work, the terms and conditions of this Agreement shall prevail, unless a Statement of Work specifically references the provisions of this Agreement that are inconsistent therewith (or it is reasonably apparent from the face of the Statement of Work that such provisions were meant to be specifically referenced and were inadvertently not so referenced), in which case the terms and conditions of such Statement of Work shall prevail. The Parties shall modify any provisions of this Agreement to the extent necessary to comply with the local Laws of the jurisdiction in which such Statement of Work is executed or the local Laws of the jurisdiction(s) where the R&D Services are rendered while reflecting, to the maximum extent possible, the intent of the Parties reflected herein.

(h) The Parties shall use reasonable efforts in good faith to reach agreement on Statements of Work for each calendar year during the Term by November 1 of the prior calendar year, to facilitate the R&D Services Providers' allocation of resources in advance. Nothing in this Section 3.01(h) shall preclude the Parties from entering into mutually acceptable Statements of Work at other times.

SECTION 3.02 Project Change. If either a R&D Services Provider or a R&D Services Recipient proposes changes in a Project, the R&D Services Providers and R&D Services Recipients for the applicable Statement of Work shall discuss such changes, but no changes shall be binding unless mutually agreed upon in writing. If the applicable R&D Services Providers and R&D Services Recipients do not agree to any changes proposed with respect to a given Project, either the R&D Services Providers or the R&D Services Recipients may terminate that Project upon providing the other party with at least forty-five (45) days' prior written notice of their intention to terminate, provided that the R&D Services Providers or the R&D Services Recipients, as applicable, shall reimburse the other party for any and all reasonable, direct and documented costs of the early termination; provided, further that the R&D Services Providers and the R&D Services Recipients shall exercise reasonable efforts in good faith to mitigate and reduce such costs, including applying resources to other Projects, where feasible. Other than with respect to the foregoing right of termination, if the R&D Services Recipients fail to agree on a change, the Project scope, funding, timing, and other items shall remain, and the R&D Services shall proceed, as specified in the applicable Statement of Work.

SECTION 3.03 Replacement of Project Leaders. Except as otherwise mutually agreed to in writing in the applicable Statement of Work, each party to a Statement of Work may, in its sole discretion, appoint an adequately qualified new or alternate Project Leader for each Project to manage its obligations hereunder. Each party to a Statement of Work agrees to provide the other parties with written notification, in advance if practical, if and when such party appoints a new or alternate Project Leader.

SECTION 3.04 Subcontracting. A R&D Services Provider may (a) subcontract to a third party that is not its Affiliate up to 15% of the R&D Services on any Statement of Work and (b) subcontract any amount of the R&D Services on any Statement of Work to an Affiliate, in each case of (a) and (b), without the consent of the applicable R&D Services Recipients; provided that such R&D Services Provider shall (i) ensure that R&D Services that it subcontracts to a third party shall be provided in a manner and of a quality consistent with the R&D Services provided by such R&D Services Provider, (ii) ensure that it will not subcontract to a third party any rights that conflict with any (x) Intellectual Property ownership rights referenced in this Agreement or an applicable Statement of Work or (y) the confidentiality restrictions referenced in Article X and (iii) in all cases remain primarily responsible for its obligations hereunder with respect to the scope of the R&D Services, the standard for services as set forth in Article VI hereof and the content of the R&D Services provided to the R&D Services Recipients.

SECTION 3.05 Review and Reporting Requirements.

(a) From time to time as the Parties agree, R&D Services Providers shall hold technical Project reviews. The reporting requirements for each Project shall be specified in the Statement of Work.

(b) The following legal notice shall be affixed to each report furnished by GE Global Research to the Baker Hughes Entities hereunder and resulting from this Agreement which may be distributed other than to the Baker Hughes Entities or GE Global Research:

“This report was prepared by General Electric Company, acting through its Global Research Center (GE Global Research) as an account of work sponsored in whole or in part by [General Electric Company and/or *Baker Hughes Entity*]. Information contained in this report may include confidential technical information which is the property of [General Electric Company and/or *Baker Hughes Entity*]. Neither General Electric Company, nor *Baker Hughes Entity*, nor any person acting on their behalf:

- (i) makes any warranty or representation, express or implied, with respect to the use of any information contained in this report, or that the use of any information, apparatus, method, or process disclosed in this report may not infringe privately-owned rights; or
- (ii) assumes any liabilities with respect to the use of, or for damages resulting from the use of, any information, apparatus, method, or process disclosed in this report.”

(c) The following legal notice shall be affixed to each report furnished by Baker Hughes or its applicable Affiliate to the GE Entities hereunder and resulting from this Agreement which may be distributed other than to the GE Entities or Baker Hughes:

“This report was prepared by Baker Hughes, acting through its applicable affiliate or division, as an account of work sponsored in whole or in part by Baker Hughes and/or *GE Entity*. Information contained in this report may include confidential technical information which is the property of Baker Hughes and/or *GE Entity*. Neither Baker Hughes, nor *GE Entity*, nor any person acting on their behalf:

- (i) makes any warranty or representation, express or implied, with respect to the use of any information contained in this report, or that the use of any information, apparatus, method, or process disclosed in this report may not infringe privately-owned rights; or
- (ii) assumes any liabilities with respect to the use of, or for damages resulting from the use of, any information, apparatus, method, or process disclosed in this report.”

SECTION 3.06 License to Background IP and R&D Services Foreground IP.

(a) Baker Hughes hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the GE Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense (except pursuant to Section 3.04), to any of its or their Background IP and R&D Services Foreground IP, in each case, that is Controlled by Baker Hughes or its Affiliates, solely as applicable, to perform the GE Provided R&D Services to be provided by GE Global Research under an applicable GE Statement of Work (whether or not listed in the applicable GE Statement of Work) for the term of such applicable GE Statement of Work.

(b) GE hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the Baker Hughes Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense (except pursuant to Section 3.04), to any of its or their Background IP and R&D Services Foreground IP, in each case, that is Controlled by GE or its Affiliates solely, as applicable, to perform the Baker Hughes Provided R&D Services to be provided by the Baker Hughes Entities under an applicable Baker Hughes Statement of Work (whether or not listed in the applicable Baker Hughes Statement of Work) for the term of such applicable Baker Hughes Statement of Work.

SECTION 3.07 Ownership of Intellectual Property.

(a) Any Intellectual Property created by or on behalf of a Provider or jointly by or on behalf of the Parties during the provision of Technology Access and any Umbrella Services listed under the categories of “Engineering Services” or “IT” under Schedule 2.01(b) or Schedule 2.02(b) shall be owned by such Provider.

(b) Any Intellectual Property developed in connection with a Collaboration shall be owned by the party specified in the applicable Collaboration Agreement.

(c) Ownership of any R&D Services Foreground IP shall be agreed upon by the Parties in the applicable Statement of Work.

(d) Any Intellectual Property created during the provision of any Service (other than Technology Access, R&D Services, Collaboration Services and any Umbrella Services listed under the categories of “Engineering Services” or “IT” under Schedule 2.01(b) or Schedule 2.02(b)) by or on behalf of a Provider, (i) without joint inventorship by the Recipient, shall be owned by such Provider and (ii) with joint inventorship by the Recipient, shall be owned jointly by such Provider and Recipient.

SECTION 3.08 Patent Prosecution and Costs. Unless otherwise agreed to in the relevant Statement of Work and subject to Section 3.09, the designated owner of the R&D Services Foreground IP arising under a particular Statement of Work shall have the option of preparing, filing, and prosecuting patent applications, and for maintaining all U.S. and foreign patents and patent applications thereon, including the payment of any fees applicable to the foregoing. Each Party shall be responsible for managing its own inventor remuneration program, if it so chooses to have one, including making any payments due to its personnel in connection with any Intellectual Property developed in connection with the Services provided hereunder. Each Party shall remain responsible for inventor remuneration required by local laws for its own inventors in connection with any Intellectual Property developed in connection with the services provided hereunder.

SECTION 3.09 Portfolio Reviews for R&D Services Foreground IP.

(a) The Parties shall provide agreed reports no less than twice per year setting forth a review of the portfolio of R&D Services Foreground IP (“Portfolio Reviews”). In each Portfolio Review report, the owner of each Docket of R&D Services Foreground IP shall inform the other Party about whether it will: (i) prepare, file, prosecute, or maintain (including no longer accepting responsibility for any such costs and fees), as the case may be, any patents or patent applications on that Docket of R&D Services Foreground IP during the upcoming six (6)-month period; or (ii) make public, as part of a defensive publication or otherwise, that Docket of R&D Services Foreground IP.

(b) If either Party decides to no longer prepare, file, prosecute or maintain, as the case may be, patents or patent applications based on any R&D Services Foreground IP Dockets, the other Party shall have the option to prepare and/or assume ownership of such patent or patent application, for no additional consideration to such first Party. If such other Party exercises this option and acquires ownership of such patent or patent application, such first Party shall execute all documents reasonably required to vest all of their right, title and control in the patent or patent application in such other Party, and shall deliver the relevant dockets, invention disclosures, file wrappers, and similar materials for the transferred patent or patent application to such other Party.

(c) If any Party decides to make public any R&D Services Foreground IP that is not the subject of a pending patent application, such Party shall provide notice to the other Party and an opportunity for such other Party to remove any of its Confidential Information from such public disclosure. Such other Party shall have ninety (90) days from receipt of such notice to respond. If such other Party does not respond during such ninety (90) day period, the first Party’s public disclosure shall be deemed approved.

(d) Without limiting the generality of the foregoing Section 3.09(a), Section 3.09(b) and Section 3.09(c), each Party shall use their reasonable efforts in good faith to provide the other Party written notice of their intention not to file, prosecute, or maintain any Docket of R&D Services Foreground IP at least ninety (90) days prior to any known statutory bar dates, cut-off dates, abandonment dates, statutory office action response dates, hearings, or other equivalent deadlines set by any United States or foreign court, or by U.S. Patent and Trademark Office or foreign equivalent office, with respect to such docket.

SECTION 3.10 License to Transferred R&D Services Foreground IP and Accessed Intellectual Property. If a Party transfers ownership of any R&D Services Foreground IP under Section 3.09 or any Intellectual Property that a Party is granted access to pursuant to this Agreement, such Intellectual Property shall be licensed pursuant to the IP Cross-License Agreement. For the avoidance of doubt, nothing herein shall grant the recipient of such technology access any broader rights to use the Intellectual Property or technology accessed therefrom than the rights provided under the IP Cross-License Agreement.

SECTION 3.11 Governmental Restrictions and Approvals; Certain Other Restrictions. The assignments, restrictions and licenses contemplated in Section 3.06, Section 3.07, Section 3.10 and Section 3.13 of this Agreement shall be subject to any required Governmental Authority approvals, disclosures, restrictions or reservations, including any of the foregoing that arise out of the funding of any Statement of Work, in whole or in part, by a Governmental Authority. The Parties shall use reasonable efforts in good faith to obtain any and all such approvals that may be required and to ensure any required disclosures are timely made. GE’s obligation to provide GE Provided R&D Services and services pursuant to a Collaboration shall be subject to any restrictions set forth in the Technology Center Agreement.

SECTION 3.12 Third-Party IP. If a R&D Services Provider requires any license or other rights to third-party Intellectual Property or Technology in order to provide R&D Services, such R&D Services Provider shall notify the applicable R&D Services Recipients in writing as soon as practicable after such R&D Services Provider identifies such a requirement. The Parties acknowledge and agree that there can be no assurance that such licenses or other rights will be successfully obtained or obtained on acceptable terms and, where such licenses or other rights are identified after a Statement of Work has been entered into, the applicable R&D Services Recipients and R&D Services Provider shall agree to work together in good faith to resolve the issue, which may include changing the scope of or terminating such Statement of Work.

SECTION 3.13 Collaborations.

(a) A GE Entity, on the one hand, and a Baker Hughes Entity, on the other, may agree from time to time to enter into a Collaboration pursuant to the terms of a Collaboration Agreement in a form substantially similar to the Collaboration Agreement set forth on Schedule 3.13(a); provided that any research and technology collaboration with GE's Digital division shall be governed by the terms of the GE Digital Master Products and Services Agreement. Collaboration Agreements should contain the following elements:

(i) projected total and annual funding levels for the collaboration, including the funding level for any Baker Hughes Entity, GE Entity and/or any Governmental Authority and any specified funding limitations;

(ii) provisions regarding ownership of Intellectual Property developed in connection with the collaboration;

(iii) if applicable, provisions regarding restrictions on the use of any Intellectual Property relevant to such Collaboration Agreement which shall limit the licenses granted in this Section 3.13;

(iv) if applicable, provisions regarding additional protections for Highly Confidential Information;

(v) the term of such Collaboration Agreement, including any renewal options, termination rights and related notice periods;
and

(vi) such other provisions as are applicable to a specific Collaboration Agreement (which may include representations, warranties and indemnification provisions; provided that in such case, the Provider shall be entitled to adjust the price of such applicable Collaboration Services to reflect any such risk allocation included in the Collaboration Agreement.

(b) Baker Hughes hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the GE Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense, to any of its or their Background IP that is Controlled by the Baker Hughes or its Affiliates, solely as applicable, to perform the obligations of the GE Entities under the applicable Collaboration Agreement.

(c) GE hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the Baker Hughes Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense, to any of its or their Background IP that is Controlled by the GE or its Affiliates, solely as applicable, to perform the obligations of the Baker Hughes Entities under the applicable Collaboration Agreement.

(d) The Parties have entered into the Collaboration Agreements listed on Schedule 3.13(d) prior to the Closing Date which shall be governed by the terms and conditions of this Agreement.

(e) In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Collaboration Agreement, the terms and conditions of this Agreement shall prevail, unless a Collaboration Agreement specifically references the provisions of this Agreement that are inconsistent therewith (or it is reasonably apparent from the face of the Collaboration Agreement that such provisions were meant to be specifically referenced and were inadvertently not so referenced), in which case the terms and conditions of such Collaboration Agreement shall prevail. The Parties shall modify any provisions of this Agreement to the extent necessary to comply with the local Laws of the jurisdiction in which such Collaboration Agreement is executed or the local Laws of the jurisdiction(s) where the provisions of such agreement are performed while reflecting, to the maximum extent possible, the intent of the Parties reflected herein.

SECTION 3.14 Reservation of Rights.

(a) All rights not expressly granted by a Party or its Affiliates hereunder are reserved by such Party and its Affiliates. Without limiting the generality of the foregoing, the Parties and their Affiliates expressly acknowledge that nothing contained herein, including, for the avoidance of doubt, any GE Provided Technology Access and Baker Hughes Provided Technology Access, shall be construed or interpreted as a grant, by implication or otherwise, of any rights or licenses other than the rights and licenses expressly set forth in this Article III. The rights and licenses granted in this Article III are subject to, and limited by, any and all licenses, rights, limitations and restrictions with respect to the applicable Intellectual Property or Technology that have been previously granted to or otherwise obtained by any third party prior to the time such Intellectual Property or Technology is assigned or licensed hereunder.

(b) Except as expressly contemplated in any of the other Long-Term Ancillary Agreements, the Parties acknowledge and agree that the terms and conditions of this Agreement do not extend to, or grant rights to either Party under, any of the other Long-Term Ancillary Agreements and any additional agreements entered into thereunder, including the GE Digital Master Products and Services Agreement.

(c) Notwithstanding anything herein to the contrary, this Agreement shall not require GE Digital LLC to provide any Services to the Baker Hughes Entities nor contemplates any access to GE Digital's Intellectual Property or Technology by the Baker Hughes Entities, and the only Services to be provided by GE Digital and access to such of its assets shall be pursuant to the GE Digital Master Products and Services Agreement.

ARTICLE IV

OTHER ARRANGEMENTS

SECTION 4.01 Intercompany Service Managers.

(a) GE hereby appoints and designates the Intercompany Service Manager, or Managers as the case may be, as indicated in Schedule 4.01(a) (the "GE Services Manager"), who will be directly responsible for coordinating and managing the delivery of the GE Provided Services and receipt of the Baker Hughes Provided Services, and have authority to act on GE's behalf with respect to matters relating to this Agreement. The GE Services Manager will work with the personnel of the GE Entities to periodically address issues and matters raised by Baker Hughes relating to this Agreement.

(b) Baker Hughes hereby appoints and designates the Intercompany Service Manager, or Managers as the case may be, as indicated in Schedule 4.01(b) (the "Baker Hughes Services Manager"), who will be directly responsible for coordinating and managing the receipt of the GE Provided Services and delivery of the Baker Hughes Provided Services, and have authority to act on Baker Hughes's behalf with respect to matters relating to this Agreement. The Baker Hughes Services Manager will work with the personnel of Baker Hughes to periodically address issues and matters raised by GE relating to this Agreement.

(c) Notwithstanding the requirements of Section 10.06, all communications from (i) Baker Hughes to GE or (ii) GE to Baker Hughes pursuant to this Agreement regarding material matters (including disputes) that arise with respect to the Services shall be made through the GE Services Manager or the Baker Hughes Services Manager, as applicable, or such other individual or individuals as specified by the GE Services Manager or the Baker Hughes Services Manager, in writing and delivered to GE or Baker Hughes, as applicable, by email with receipt confirmed. Each Party agrees to notify the other Party of the appointment of a different GE Services Manager or Baker Hughes Services Manager, as applicable, if necessary, in accordance with Section 10.06.

SECTION 4.02 Software and Software Licenses.

(a) If and to the extent requested by a Party, the other Party shall use its reasonable efforts in good faith to assist such first Party in its efforts to obtain licenses (or other appropriate rights) to use, duplicate and distribute, as necessary, certain Software necessary for a Provider to provide, or a Recipient to receive, Services; provided, however, that such first Party shall identify the specific types and quantities of any such Software licenses; provided, further, that the other Party shall not be required to pay any fees or other payments or incur any obligations to enable such first Party to obtain any such license or rights in addition to the fees and payments payable by the other Party in respect of any non-seat based enterprise-wide licenses as of the Closing Date; and provided, further, that the other Party shall not be required to seek broader rights or more favorable terms for such first Party than those applicable to GE or Baker Hughes, as the case may be, prior to the Closing Date or as may be applicable to GE or Baker Hughes from time to time hereafter. The Parties acknowledge and agree that there can be no assurance that GE's or Baker Hughes's efforts will be successful or that GE or Baker Hughes will be able to obtain such licenses or rights on acceptable terms or at all and, where GE or Baker Hughes enjoys rights under any enterprise, site or similar license grant, the Parties acknowledge that such license typically precludes partial transfers or assignments or operation of a service bureau.

(b) With respect to the provision of any GE or Baker Hughes internal tools or Software (internal or third-party), both Parties will be required to comply with any and all data configuration requirements or modifications applied to all GE or Baker Hughes businesses as directed by GE or Baker Hughes, as applicable. Subject to Section 6.04(b), neither Party will be required to maintain any internal or third-party Software or tools should it (or its businesses) migrate to new programs.

SECTION 4.03 Local Implementing Agreements. The Parties recognize and agree that there may be a need to document the Services in various jurisdictions outside of the United States from time to time. The Parties shall enter into, or cause their respective Affiliates to enter into, local implementing agreements ("Local Agreements") for Services in such jurisdictions, countries or geographical regions as a Party may reasonably request from time to time. Without limiting the generality of the foregoing, should there be any conflict between any term or condition of a Local Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. The Parties agree to cooperate in implementing any such Local Agreement in a manner that does not subject a Provider to income Taxes in a jurisdiction other than those jurisdictions under the laws of which such Provider is organized or is, before the implementation of such Local Agreement, a Tax resident.

SECTION 4.04 Corporate Policies.

(a) GE shall provide Baker Hughes with access to, and hereby grants Baker Hughes the right to use, those corporate policies and manuals (excluding manuals for products or technology) published on the GE Intranet or listed in Schedule 2.01(a) and Schedule 2.01(b) (collectively, the "GE Materials"). Baker Hughes may create materials based on the GE Materials for distribution to employees, suppliers and customers of Baker Hughes for use in the operation of the Business in substantially the same manner as such materials were used during the Baseline Period. It is understood and agreed that GE makes no representation or warranty, express or implied, as to the accuracy or completeness of the GE Materials or as to the suitability of the GE Materials for use by Baker Hughes in respect of its business, the Business or otherwise.

(b) Notwithstanding the foregoing, the text of any materials based upon the GE Materials created by Baker Hughes on behalf of its business or the Business (the "Baker Hughes Materials") may not contain any references to GE except to the extent licensed under the terms of the Trademark License Agreement entered into under the terms of the Transaction Agreement.

(c) Subject to the restrictions set forth in Section 4.04(a) and Section 4.04(b), Baker Hughes's rights to create and use materials based on GE Materials granted pursuant to this Section 4.04 are perpetual and shall survive expiration or termination of this Agreement.

SECTION 4.05 Limitations with Respect to the GE Materials.

(a) GE shall have no obligation (i) to notify Baker Hughes of any changes or proposed changes to any of the GE Materials, (ii) to include Baker Hughes in any consideration of proposed changes to any of the GE Materials, (iii) to provide draft changes of any of the GE Materials to Baker Hughes for review and comment or (iv) to provide Baker Hughes with any updated materials relating to any of the GE Materials. Baker Hughes acknowledges and agrees that, except as expressly set forth above and as between the Parties, GE reserves all rights in, to and under, including all Intellectual Property rights with respect to, the GE Materials and no rights with respect to ownership or use, except as otherwise expressly provided herein, shall vest in Baker Hughes. Baker Hughes shall own all Baker Hughes Materials created in accordance with the terms of this Agreement. Further, Baker Hughes agrees to take reasonable efforts to ensure that the GE Materials are not used for any purpose other than the purposes set forth above, provided, that Baker Hughes shall only be required to take those actions it would consider advisable with respect to protecting the use of Baker Hughes's proprietary or sensitive business materials of a similar nature. In the event that GE determines that Baker Hughes has not materially complied with some or all of its obligations with respect to any or all of the GE Materials, GE may terminate Baker Hughes's rights with respect to such GE Materials upon written notice to Baker Hughes if such material non-compliance remains uncured for a period of thirty (30) days after receipt by Baker Hughes of a written notice thereof from GE and, in such case, GE shall be entitled to require any such GE Materials in Baker Hughes's possession and control to be returned to GE or destroyed (with such destruction certified in writing to GE) promptly after such termination.

(b) If Baker Hughes determines to cease to avail itself of any of the GE Materials referred to in this Article IV or upon termination of any period during which Baker Hughes is permitted to use any of the GE Materials pursuant to Section 4.05(a), GE and Baker Hughes shall cooperate in good faith to take reasonably appropriate actions to effectuate such determination or termination and protect GE's rights and interests in the GE Materials. For the avoidance of doubt, Baker Hughes shall be permitted to use, in perpetuity, any Baker Hughes Materials created in accordance with the terms of this Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01 System Resources and Security.

(a) Except as otherwise expressly provided in the Transaction Agreement, in any Ancillary Agreement, or any Long-Term Ancillary Agreement, or unless required in connection with the performance of or delivery of a Service, each Party shall have the discretion to determine whether to provide to the other Party access and connectivity to the Intranet of such first Party and other owned or licensed Software, networks, hardware or technology of such first Party and its Affiliates or computer-based resources which require a password or are available on a secured access basis. Each Party shall ensure that such access shall be used by such personnel only for the purposes contemplated by, and subject to the terms of, this Agreement, or as otherwise determined by the Parties, and shall access and use only those Systems for which such Party has been granted the right to access and use. In the event that any Service is terminated, the applicable Party's access to the System required solely in connection with the performance of or delivery of such terminated Service shall also be terminated.

(b) If, at any time, a Party determines that any of its personnel has sought to circumvent, or has circumvented, the other Party's or its Affiliates' system security policies, procedures and requirements, or that any of its unauthorized personnel has accessed the Systems, or that any of its personnel has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or Software of the other Party, such first Party shall promptly terminate any such person's access to the Systems and immediately notify the GE Services Manager or Baker Hughes Services Manager, as applicable. In addition, each Party shall have the right to deny personnel of the other Party access to its Systems upon notice to the other Party in the event that such first Party reasonably believes that such personnel have engaged in any of the activities set forth above or otherwise pose a security concern. Each Party shall use its reasonable efforts in good faith to cooperate with the other Party in investigating any apparent unauthorized access to the Systems. GE and Baker Hughes agree to use their respective reasonable efforts in good faith to cooperate and fully implement the provisions of this Section 5.01 promptly.

(c) In the event of a cyber incident for which a Party reasonably believes its Intranet or other information technology-related resources have been or could be compromised by a malicious threat actor, the other Party agrees that such first Party may take all steps it deems necessary and/or advisable in its sole and absolute discretion to remediate the cyber incident, including termination of or blocking the other Party's, its Affiliates' and its and their personnel's access and connectivity to the Intranet or such other information technology-related resources. If a Party reasonably believes any of the other Party's, its Affiliates or its or their personnel has failed to comply with the security guidelines of such first Party and its Affiliates, the other Party agrees that such first Party may, upon notice to the other Party describing such non-compliance, block the other Party's access and connectivity to the Intranet or such other information technology-related resources until such time as the other Party has remedied such non-compliance in a manner satisfactory to such first Party in its sole discretion.

(d) In the event that any Deliverable under this Agreement includes executable binary code (other than in the ordinary course of the performance of information technology Services and with respect to any Statement of Work), GE or Baker Hughes, as applicable, shall have the right to conduct a cybersecurity assessment of the applicable Deliverables, intended to identify potential cybersecurity vulnerabilities in such Deliverables.

SECTION 5.02 Access.

(a) Baker Hughes shall, and shall cause its Affiliates to, allow GE and its Representatives reasonable access to the facilities of Baker Hughes necessary for GE to fulfill its obligations under this Agreement.

(b) GE shall, and shall cause its Affiliates to, allow Baker Hughes and its Representatives reasonable access to the facilities of GE necessary for Baker Hughes to fulfill its obligations under this Agreement.

(c) Notwithstanding the other rights of access of the Parties under this Agreement, each Party shall, and shall cause its Affiliates to, afford the other Party, its Affiliates and its Representatives, following not less than ten (10) Business Days' prior written notice from the other Party, reasonable access during normal business hours to the facilities, information, systems, infrastructure, and personnel of the relevant Providers as reasonably necessary for the other Party to verify the adequacy of internal controls over information technology, reporting of financial data and related processes employed in connection with the Services, including in connection with verifying compliance with Section 404 of the Sarbanes-Oxley Act of 2002; provided, however, such access shall not unreasonably interfere with any of the business or operations of such Party or its Affiliates.

SECTION 5.03 GE and Baker Hughes Global Services Contracts.

(a) Notwithstanding Section 6.02 of the Transaction Agreement, following the Closing Date, each Party shall, as mutually agreed, (i) allow and cause the other Party to continue as a participating party under all GE Global Services Contracts or Baker Hughes Global Services Contracts (that do not by their terms automatically terminate as to the other Party as a result of the Closing), as applicable, with the same benefits and obligations as GE O&G, Baker Hughes or GE, as applicable, had in respect of such GE Global Services Contracts or Baker Hughes Global Services Contracts, as applicable, during the Baseline Period and (ii) cooperate with the other Party to approach each third-party counterparty to a GE Global Services Contract or Baker Hughes Global Services Contract, as applicable, in respect of which, the other Party, as of the Closing Date, may not qualify for continued participation, to allow for the other Party's continued participation under such GE Global Services Contract or Baker Hughes Global Services Contract, as applicable, in accordance with the terms thereof, in each case, without further payment or consideration by the GE Entities or Baker Hughes Entities, as applicable, for such continued participation by the other Party.

(b) GE's or Baker Hughes's obligation to pay any amount under this Section 5.03 in respect of any GE Global Services Contract or Baker Hughes Global Services Contract, as applicable, shall be determined consistent with the methodology applied in respect of GE's, GE O&G's or Baker Hughes's participation, as applicable, during the Baseline Period, and each Party's participation shall constitute an Umbrella Service for purposes of this Agreement.

SECTION 5.04 Shared Facilities.

(a) GE hereby grants to Baker Hughes a limited license to use and access space at certain facilities and to continue to use certain equipment located at such facilities (including use of office security and badge services) (the “GE Facilities”), for substantially the same purposes as used in the Business during the Baseline Period. Baker Hughes hereby grants, or shall cause one or more of its Affiliates to grant, to GE a limited license to use and access space at certain facilities and to continue to use certain equipment located at such facilities (including use of office security and badge services) (the “Baker Hughes Facilities”), for substantially the same purposes as used by the GE Entities other than the Business during the Baseline Period. For the avoidance of doubt, at each of the GE Facilities and the Baker Hughes Facilities, GE and Baker Hughes, as the case may be, shall, in addition to providing access and the right to use such facilities, provide to the personnel of GE and Baker Hughes, as the case may be, substantially all ancillary services that are provided as of Closing Date to its own employees at such facility, as well as such additional services as it may provide from time to time if the same are requested and agreed, such as, by way of example and not limitation, reception, general repair and maintenance (subject to the immediately following sentence), janitorial, security (subject to the immediately following sentence), mail delivery and telephony services, access to duplication, facsimile, printing and other similar office services, and use of cafeteria, breakroom, restroom and other similar facilities. Unless otherwise expressly agreed by the Parties, such ancillary services (i) shall not include research and development services or medical services and (ii) shall only include (A) in the case of security, those services provided in connection with shared areas of a GE Facility or a Baker Hughes Facility, as the case may be, it being understood that the Provider shall not provide security services to Recipient-specific areas of the Provider’s facility (to the extent that it is reasonably practicable for Recipient to provide such services with respect to any such Recipient-specific area) or security passes that permit entrance to Provider-specific areas of Recipient’s facility and (B) in the case of maintenance services, those services historically provided that are general in nature and within the scope of customary maintenance of ordinary wear and tear.

(b) [Intentionally omitted].

(c) The Parties shall permit only their authorized Representatives, contractors, invitees or licensees, to use the Baker Hughes Facilities and GE Facilities (collectively, the “Facilities”), as applicable, except as otherwise permitted by the other Party in writing. If GE or Baker Hughes desires that the other should vacate a Facility, or GE or Baker Hughes desire to vacate a facility, the other party shall be consulted as soon as reasonably practicable following such decision, and its views taken into consideration in good faith. Notwithstanding the fact that the Parties are occupying each other’s Facilities pursuant to a license, the Parties agree that such license is coupled with an interest and each Party waives the right to terminate such license at will. Instead, the Parties shall jointly develop a timeline to vacate the Facility, which timeline shall consider any lease expiration date in each case, as set forth in Section 5.06 of the Master Agreement. Each Party shall, and shall cause its respective Affiliates, Representatives, contractors, invitees or licensees to, vacate the other Party’s Facilities at or prior to the earlier of (i) the agreed date and (ii) the termination of such Service pursuant to Article IX hereof, and shall deliver over to the other Party or its Affiliates, as applicable, the Facilities in the same repair and condition at that date as on the Closing Date, ordinary wear and tear excepted; provided, however, that in the event that the third-party lease for a Facility specifies otherwise, the Party vacating a Facility shall deliver over such Facility in such repair and condition (consistent with Recipient’s past practices and taking into account the date that the Party began its occupation of such Facility) as set forth in the third-party lease. All tangible Baker Hughes assets that are located at a GE Facility shall be removed from such property at Baker Hughes’s

expense and in a manner so as not to unreasonably interfere with the operations of GE and to not cause damage to such property or any facility located thereon. All tangible GE assets that are located at a Baker Hughes Facility shall be removed from such property at GE's expense and in a manner so as not to unreasonably interfere with the operations of Baker Hughes and to not cause damage to such property or any facility located thereon.

(d) In addition to the access rights provided under Section 5.02 hereof, the Parties or their Affiliates, or the landlord in respect of any third-party lease, shall have reasonable access to their respective Facilities from time to time as reasonably necessary for the security and maintenance thereof in accordance with past practice and the terms of any third-party lease agreement, if applicable. To the extent that the Recipient is not insured in respect of a specific liability coverage pursuant to the GE corporate insurance program, the Recipient agrees to maintain commercially appropriate and customary levels (consistent with Recipient's past practices and in no event less than what is required by the landlord under the relevant lease agreement) of property and liability insurance in respect of the Facilities they occupy and the activities conducted thereon and to be responsible for, and to indemnify and hold harmless the Provider in accordance with Article VII hereof (and subject to the limitations set forth in Article VII) in respect of, the acts and omissions of its Representatives, contractors, invitees and licensees. **EACH PARTY HEREBY WAIVES ALL RIGHTS OF RECOVERY, CLAIMS AND CAUSES OF ACTION AGAINST THE OTHER AND THEIR AFFILIATES FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE REAL OR PERSONAL PROPERTY OF SUCH PARTY BY REASON OF FIRE, THE ELEMENTS OR ANY OTHER CAUSE THAT COULD BE INSURED AGAINST UNDER THE TERMS OF A STANDARD POLICY OF PROPERTY INSURANCE AND FOR ANY LOSSES COVERED BY WORKERS' COMPENSATION LAWS AND BENEFITS, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF THE OTHER PARTY, ITS AGENTS, OFFICERS, DIRECTORS EMPLOYEES AND CONTRACTORS.**

(e) Each of the Parties shall, and shall cause its Affiliates, Representatives, contractors, invitees and licensees to, comply with (i) all Laws applicable to their use or occupation of any Facility including those relating to environmental and workplace safety matters, (ii) the Party's applicable site rules, regulations, policies and procedures, and (iii) any applicable requirements of any third-party lease governing any Facility. The Parties shall not make, and shall cause their respective Affiliates and Representatives, contractors, invitees and licensees to refrain from making, any material alterations or improvements to the Facilities except with the prior written approval of the other Party or its Affiliates, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall provide heating, cooling, electricity and other utility services for the respective Facilities substantially consistent with levels provided immediately prior to the Closing Date.

(f) The rights granted pursuant to this Section 5.04 shall be in the nature of a license and shall not create a leasehold (or right to grant a sublicense or sub-leasehold to any unaffiliated third party) or other estate or possessory rights in Baker Hughes or GE, or their respective Affiliates, Representatives, contractors, invitees or licensees, with respect to the Facilities.

(g) To the extent included in the pricing methodology for such Facility or any applicable provision of the relevant lease, if any, the owner or lessee of each Facility will be responsible for (i) payment of all property taxes and special assessments, (ii) payment of any taxes on rental income, and (iii) making any alterations or repairs required by any insurer or required to comply with laws, codes and ordinances, including, without limitation, building codes, fire codes and accessibility laws, except only to the extent that such alterations or repairs are triggered by unrelated work being performed by the Party to which the license to occupy is granted.

(h) The Parties intend that the use of the GE Facilities and the Baker Hughes Facilities shall be governed by the terms of this Agreement for such period as determined pursuant to the Facilities timeline developed in accordance with Section 5.04(c), and any existing lease between any GE Entity and GE O&G is hereby terminated and of no further force or effect. If continued use and access of a Facility is needed pursuant to such Facilities timeline significantly beyond twenty-four (24) months from the date of this Agreement, or earlier as determined by the current lease expiration date of a leased Facility, the Parties shall enter into leases, with regard to owned Facilities or subleases, with regard to leased Facilities (to the extent permitted under the terms of any lease covering the relevant GE-leased or Baker Hughes-leased Facility) or other arrangements as promptly as possible to grant GE or Baker Hughes, as applicable, the same access to the Facilities as GE or Baker Hughes, as applicable, was being provided immediately prior to the twenty-four (24) month anniversary of this Agreement, in each case, on terms mutually agreed by the parties in accordance with the terms of any master lease (if any). This Agreement shall continue in effect with regard to any such Facility beyond the initial twenty-four (24) months while GE and Baker Hughes are negotiating a lease, sublease or other arrangement concerning such Facility, pursuant to the Facilities plan agreed in accordance with Section 5.04(c). Upon the entry into any such lease, sublease or other arrangement with respect to a Facility, this Agreement, including any obligation to pay Facility Costs under this Agreement, shall terminate with respect to such Facility and all ongoing obligations of the tenant or subtenant shall be as expressly provided under the terms of such lease, sublease or other arrangement. Each such Facility arrangement or related sublease shall constitute a GE Provided Facility Service or Baker Hughes Provided Facility Service, as applicable, for purposes of this Agreement.

(i) Notwithstanding anything to the contrary contained in this Section 5.06, neither party shall be obligated to compensate any third party, commence or participate in any Action or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to be bound by any obligation or, except in the case of a sublease, remain secondarily or contingently liable for any liability) to any third party in respect of any necessary third party consent or approval or any sublease arrangement.

SECTION 5.05 Shared Manufacturing Arrangements: Financial Services.

(a) With respect to a mutual determination by the Parties following the Closing Date to continue an arrangement for the production of any equipment or component part on a manufacturing line that is shared by one or more GE Entities, on the one hand, and one or more Baker Hughes Entities, on the other hand, in each case set forth on Schedule 5.05(a) (each, a “Shared Manufacturing Arrangement”), such Shared Manufacturing Arrangements shall continue in accordance with the terms of Section 5.06 of the Master Agreement, and each such Shared Manufacturing Arrangement shall constitute an Umbrella Service for purposes of this Agreement.

(b) With respect to a mutual determination by the Parties following the Closing Date to continue an arrangement for accounts payable and accounts receivable factoring programs between one or more GE Entities, on the one hand, and one or more Baker Hughes Entities, on the other hand, in each case set forth on Schedule 5.05(b) (each, a “Factoring Arrangement”), such Factoring Arrangement shall continue in full force and effect, notwithstanding Section 6.02 or 7.04 of the Transaction Agreement, and the fees in respect of such Factoring Arrangements shall be calculated on the same basis and methodology as provided under the related Factoring Arrangement, and each such Factoring Arrangement shall constitute an Umbrella Service for purposes of this Agreement.

SECTION 5.06 Costs and Disbursements.

(a) CA Services Costs. Except as otherwise provided in this Agreement, the CA Services shall be provided to the Recipient in consideration for the quarterly payment of the annual Corporate Assessment. The Corporate Assessment shall be fixed at a price of \$55 million annually until December 31, 2018. Thereafter, the Corporate Assessment shall be reduced to \$27.5 million per year, and shall be prorated on a monthly basis for the applicable portion of such year that the CA Services have been provided. The obligation of Baker Hughes to pay the Corporate Assessment shall terminate ninety (90) days following the Trigger Date. For the avoidance of doubt, (i) the Corporate Assessment shall not include (and the Recipient shall be liable for) costs and expenses incurred by the Recipient arising from its use of the services or the product thereof after the services are performed by the Provider to the same extent the Recipient had provided itself such service (e.g., the cost incurred by the Recipient to maintain and transact out of a bank account, after the bank account is opened by the Provider on behalf of the Recipient) including any reasonable third-party costs (in each case calculated without markup or margin) that arise in connection with the provision of an Administrative Service and is consistent, to the extent practicable and in compliance with Law, with the past practice of GE in providing such Administrative Service during the Baseline Period; provided that, prior to the Trigger Date, GE shall use its commercially reasonable efforts (such efforts not to include making any payments or accommodations) to obtain all consents and approvals from third-party vendors to ensure that BHGE continues to receive the GE Provided Services, and if any such approval or consent cannot be obtained, to secure an alternative arrangement reasonably satisfactory to BHGE and (ii) the Corporate Assessment shall be payable regardless of whether a PO is made.

(b) Umbrella Services Costs. Except as otherwise provided in this Agreement, a Recipient of Umbrella Services shall pay to the Provider of such Umbrella Services a fee based on actual usage of each Umbrella Service by the Recipient and priced equal to the cost to the Provider of providing such Umbrella Service (calculated without markup or margin) but, in any event, consistent with past practices (and, if applicable, as reflected in the GE O&G Financial Statements); provided that any GE Provided Umbrella Services listed under the category “Engineering Services” under Schedule 2.01(b) will be provided at the applicable price set forth in Schedule 2.01(b) (each fee constituting an “Umbrella Service Charge” and,

collectively, “Umbrella Service Charges”); provided that if the Provider is required under applicable Law (including to avoid any applicable penalties) to charge any markup or margin in order to provide a Umbrella Service, a reasonably appropriate markup or margin shall be included in, and increase, the relevant Umbrella Service Charge solely to the extent necessary to comply with applicable Law. In the event a Party reasonably changes the pricing methodology for a particular Service, the other Party agrees that the associated Service Charge shall be adjusted consistent with the new methodology provided that such first Party is implementing the same change with respect to all of its businesses or divisions that utilize the Service.

(c) R&D Services Costs. Subject to Section 3.01(e)(xiv), the Baker Hughes Entities shall pay the fees, costs and expenses to GE Global Research for GE Provided R&D Services and the GE Entities shall pay the fees, costs and expenses to the Baker Hughes Entities for Baker Hughes Provided R&D Services (each individually, “R&D Fees”) as set forth in each Statement of Work. The payment of R&D Fees shall not be contingent on the payer’s satisfaction as to the results of any R&D Services. Without limiting the generality of Section 3.01(e), (i) GE Provided R&D Services shall be provided by GE Global Research at GE Global Research’s then-current then-effective rates that it generally charges to businesses of GE and its Affiliates, which may be adjusted from time to time consistent with past practices and (ii) Baker Hughes Provided R&D Services shall be provided at the then-current, then-effective rates that are generally charged to Baker Hughes Entities or unincorporated business units thereof for such services, which may be adjusted from time to time consistent with past practice. The Baker Hughes Entities and the GE Entities will bear all direct personnel costs (including salary, benefits, insurance, travel and lodging, etc.) associated with their own respective personnel involved with work undertaken under this Agreement.

(d) Facility Costs. The Baker Hughes Entities shall pay the actual costs and expenses to the GE Entities for GE Facilities and the GE Entities shall pay the actual costs and expenses to the Baker Hughes Entities for Baker Hughes Facilities (each individually, “Facility Costs”), consistent with the pricing methodology as charged immediately prior to the Closing; provided that if the Provider is required under applicable Law (including to avoid any applicable penalties) to charge any markup or margin in order to provide a Service, a reasonably appropriate markup or margin shall be included in, and increase, the relevant Facility Cost. Facility Costs shall be subject to annual increases consistent with actual increases in charges that (i) GE or Baker Hughes is applying to other GE Entities or Baker Hughes Entities in the same facility or (ii) are being applied by GE or Baker Hughes to similar facilities across each of their businesses.

(e) Collaboration Costs. Subject to Section 3.13(a)(vi), the Baker Hughes Entities and the GE Entities shall pay the fees, costs and expenses owed by such parties under any applicable Collaboration Agreements (such fees, costs and expenses, “Collaboration Costs”), in each case in accordance with and subject to the terms of such Collaboration Agreements.

(f) Additional Baker Hughes Provided Services Costs. The Recipients of Additional Baker Hughes Provided Services shall pay to the Provider of such Additional Baker Hughes Provided Services the fees agreed upon for such Additional Baker Hughes Provided Service in accordance with Section 2.06 (each fee constituting an “Additional Service Fee” and, collectively, “Additional Service Fees”).

(g) Providers shall invoice Recipients using the intercompany billing system of GE and its Affiliates (which shall continue to be settled through such intercompany billing system for so long as the intercompany billing system is made available under this Agreement). To the extent there are any Additional Services for which no charging methodology has been identified, the Parties shall mutually agree on the applicable charges in advance. Providers shall invoice Recipients monthly in arrears, unless otherwise agreed in writing between the GE Services Manager and the Baker Hughes Services Manager, for any Services provided by a Provider hereunder. All payments are due within thirty (30) calendar days of receipt of such invoices by wire transfer to the accounts specified on Schedule 5.06(g). To the extent consistent with past practice with respect to Services rendered outside the United States, payments may be required to be made in local currency. If the payer fails to pay such amount by the required date, the payer may be obligated to pay to the payee, in addition to the amount due, interest at an interest rate of 0.5% per month over the Interest Rate, compounded monthly, accruing from the date the payment was due through the date of actual payment. As soon as practicable after receipt of any reasonable written request by the payer, the payee shall provide the payer with data and documentation supporting the calculation of a particular Service Charge for the purpose of verifying the accuracy of such calculation.

SECTION 5.07 Readjustment of Services. Subject to the terms of this Agreement, in the event that (i) Umbrella Service Charges in respect of an Umbrella Service are prepaid by either Party for any period following the Closing and (ii) subsequent to such prepayment by such Party, both Parties reach an agreement for (x) the transfer to Baker Hughes of certain GE employees (whose primary function was, prior to such transfer, performance of services substantially equivalent to such prepaid Umbrella Service then received by Baker Hughes pursuant to this Agreement), or (y) the planned scope of such prepaid Umbrella Service is reduced by GE or Baker Hughes, as applicable, due to a change in business requirements not reasonably foreseeable at the time such PO was initiated, subject to Section 9.01(b), GE shall reimburse to Baker Hughes, or Baker Hughes shall reimburse to GE, as applicable, such portion of such prepayment equal to the pro-rated allocation of the Umbrella Service Charge for such Umbrella Service over the remaining days of the prepayment period in accordance with the allocation methodology mutually agreed by the Parties or as set forth on Schedule 2.01(b) or Schedule 2.02(b).

SECTION 5.08 No Right to Set-Off. The payer shall pay the full amount of Service Charges owed by it, and shall not set-off, counterclaim or otherwise withhold any amount owed to the payee under this Agreement on account of any obligation owed by the payee to the payer that has not been finally adjudicated, settled or otherwise agreed upon by the Parties in writing. For the avoidance of doubt, any amounts processed through the GE intercompany billing system as a net settlement shall not be deemed a set-off.

SECTION 5.09 Taxes.

(a) Sales Tax or Other Transfer Taxes. Service Charges are exclusive of, and payer shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Service Charges payable by payer pursuant to this Agreement; provided that (i) to the extent such Taxes are required to be collected and remitted by the payee with respect to such Service Charges, the payer shall pay such Taxes to the payee upon receipt of an invoice from the payee, and (ii) for the avoidance of doubt, such Service Charges shall be inclusive of, and the payer shall not bear, any income and similar Taxes imposed on or payable by the payee.

(b) Withholding Tax or Other Similar Taxes. If any withholding or deduction from any payment under this Agreement by a payer in relation to any Service is required in respect of any Taxes pursuant to any applicable Law, payer will: (i) make any such required withholding or deduction from the amount payable to payee, (ii) timely pay the withheld or deducted amount referred to in clause (i) to the relevant Governmental Authority in accordance with applicable Law; (iii) promptly forward to payee a withholding tax certificate evidencing such payment by the payer to the Governmental Authority, and (iv) to the extent that the payee cannot, after exerting its reasonable best efforts, obtain a credit for, or a refund of, the withholding or deduction, the payer will increase the amount payable such that payee receives an amount equal to the amount of the Service Charges in respect of that Service as if no such withholding or deduction had been made (including any withholding or deduction applicable to any increased payment made pursuant to this clause (iv)); provided, that if the payee subsequently receives such a credit for, or a refund of, the withholding or deduction, then the payee shall promptly remit to the payer any additional amount previously paid by the payer pursuant to clause (iv).

(c) Cooperation. The Parties will take reasonable steps to cooperate to (i) minimize the imposition of, and the amount of, Taxes described in this Section 5.09, and (ii) obtain a credit for, or a refund of, any withholding or deduction made pursuant to Section 5.09(b).

(d) Tax Planning or Tax Advisory Services. Notwithstanding anything to the contrary contained in this Agreement, without limiting Section 6.05, no Services provided under this Agreement shall include or be deemed to be, or relied upon by a Party or any of its Affiliates as, tax or accounting advice, the Parties and their Affiliates shall assume all risks and liability arising from or relating to the use of and reliance upon such services and the Parties make no representations or warranties with respect to such tax planning or tax or accounting advisory services.

ARTICLE VI

STANDARD FOR SERVICE

SECTION 6.01 Standard for Service.

(a) Provided that the applicable GE Entities are not restricted by Law, GE agrees that the GE Entities will provide the GE Provided Services to the applicable Baker Hughes Entity in accordance with all requirements, regulations, codes, standards, specifications and other requirements agreed between the applicable Baker Hughes Entities and GE Entities, and with the same standard of care, skill and diligence with which, and at the same service levels (for the avoidance of doubt, without limiting the GE's ability to realize productivity and technological efficiencies so long as such performance is maintained) at which, they have performed such services for GE O&G during the Baseline Period, and, if such service was not previously provided for GE O&G, for their Affiliates with respect to the same service.

(b) Provided that the applicable Baker Hughes Entities are not restricted by Law, Baker Hughes agrees that the Baker Hughes Entities will provide the Baker Hughes Provided Services to the applicable GE Entities in accordance with all requirements, regulations, codes, standards, specifications and other requirements agreed between the applicable Baker Hughes Entities and GE Entities, and with the same standard of care, skill and diligence with which, and at the same service levels (for the avoidance of doubt, without limiting the applicable Baker Hughes Entity's ability to realize productivity and technological efficiencies so long as such performance is maintained) at which, they have performed such services for GE during the Baseline Period and, if such service was not previously provided for GE, for their subsidiaries or unincorporated business units thereof with respect to the same service.

(c) GE Global Research shall provide GE Provided R&D Services to the R&D Services Recipients under any GE Statements of Work in a manner consistent with the research and development services provided by GE Global Research to GE O&G for similar work during the Baseline Period.

(d) In the event there is any restriction on the Provider by Law that would restrict the nature, quality, or standard of care applicable to delivery of the Services to be provided, the Provider shall use its reasonable efforts in good faith to provide such Services in a manner as closely as possible to the standards described in this Section 6.01.

SECTION 6.02 Consents; Compliance with Law; Professional Services. If the provision of any Service requires the consent or approval of any third party, the Provider shall be solely responsible for obtaining such consent or approval; provided that the Recipient shall provide commercially reasonable support, as requested by the Provider, in obtaining such consent or approval. In the event such consent or approval cannot be obtained, GE and Baker Hughes agree to negotiate in good faith an acceptable substitute Service that shall be subject to the terms and conditions of this Agreement. Neither a Party nor its Affiliates shall be obligated to provide any Services which, if provided, would violate any Law. The provision of any legal services shall be subject to the consideration of the maintenance of attorney-client privilege for both GE and Baker Hughes and any potential conflicts of interest. Each of GE and Baker Hughes agrees to execute customary engagement letters, joint defense or common interest agreements in the event either party deems such agreement necessary; provided that the failure to do so shall not be deemed a waiver of privilege nor shall it be considered a failure to provide a Service.

SECTION 6.03 Maintenance. Either Party and its Affiliates shall have the right to shut down temporarily for maintenance purposes the operation of any facilities or systems providing any Service whenever in such Party's judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes; provided that (i) to the extent practicable such Party shall provide advance written notice of any such shut down or other interruption reasonably far in advance and cooperate in good faith to minimize any disruption to the Service or the other Party's business and (ii) the other Party shall not be charged for such Service to the extent that it is not provided during such shutdown.

SECTION 6.04 Modifications and Discontinuances.

(a) The GE Provided Services are not exclusive and are part of corporate programs that GE provides to its business divisions. It is understood that GE may modify a GE Provided Service to the extent the same modification is made with respect to the entirety of GE's provision of such GE Provided Service to any GE Entity and any other Person to whom any GE Entities provide such GE Provided Service; provided, however, that, in such event, (a) GE must provide notice of the modification to Baker Hughes as soon as reasonably practicable, (b) GE shall cooperate in good faith with Baker Hughes to minimize the disruption to Baker Hughes's business and (c) the Parties shall discuss in good faith whether the applicable Service Charge shall be adjusted to reflect any such modification. Baker Hughes may modify a Baker Hughes Provided Service; provided, however, that, in such event, (i) Baker Hughes must provide notice of the modification to GE as soon as reasonably practicable, (ii) Baker Hughes shall cooperate in good faith with GE to minimize the disruption to GE's business and (iii) the Parties shall discuss in good faith whether the applicable Service Charge shall be adjusted to reflect any such modification. GE's and Baker Hughes's responsibilities set forth herein shall be amended as reasonably necessary to conform to any such modifications made pursuant to this Section 6.04, and GE and Baker Hughes, as applicable, shall use its reasonable efforts in good faith to comply with any such amendments. Subject to the terms in this Agreement, in providing the Services, GE or Baker Hughes, as applicable, may use any information systems, hardware, Software, processes and procedures it deems necessary or desirable in its reasonable discretion. Modifications to Statements of Work shall be provided for under Article III.

(b) To the extent that either GE or Baker Hughes generally reduces or discontinues a service (which shall not include GE Provided Technology Access, Baker Hughes Provided Technology Access, GE Provided R&D Services or Baker Hughes Provided R&D Services), (i) the reducing or discontinuing Party will provide the other with notice as soon as reasonably practicable and (ii) the Parties shall discuss in good faith a reasonable time period for transition to avoid business disruption.

SECTION 6.05 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01 AND SUBJECT TO THE LIMITATIONS IN ARTICLE VII, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED AS-IS, THAT THE RECIPIENTS ASSUME ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO THEIR USE OF AND RELIANCE UPON THE SERVICES AND EACH PROVIDER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01, PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF THE INTERCOMPANY SERVICES FOR A PARTICULAR PURPOSE AND RECIPIENTS HEREBY ACKNOWLEDGE SUCH DISCLAIMER.

Section 6.06 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party.

SECTION 6.07 No Reporting Obligations. Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto and except as required by Law, no Party hereto nor any of their respective Affiliates, nor any of their respective Representatives, shall be obligated, pursuant to this Agreement or any Schedule hereto, as part of or in connection with the Services, as a result of storing or maintaining any data referred to herein or in any Schedule hereto, or otherwise, to prepare or deliver any notification or report to any Governmental Authority (including any Taxing Authority) or other Person on behalf of the other Party or any of its Affiliates, or any of their respective Representatives or the Business.

ARTICLE VII

LIMITED LIABILITY AND INDEMNIFICATION

SECTION 7.01 General Indemnification. Nothing contained in this Agreement shall protect or be deemed to protect the Indemnified Parties against or entitle or be deemed to entitle the Indemnified Parties to indemnification in respect of, any liability to such other Party or its security holders to which the Provider would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of the Indemnified Parties' duties or by reason of the reckless disregard of the Indemnified Parties' duties and obligations under this Agreement. Notwithstanding the foregoing, solely with respect to TSA Services, each Party and its Affiliates shall be liable to fully indemnify, defend and hold harmless the other Party and its Affiliates, its and their respective Representatives, successors and assigns, each of whom shall be deemed a third-party beneficiary hereof, for such first Party's material breach with respect to the rights and obligations in this Agreement in respect of such TSA Services, gross negligence, willful misconduct or in the event of any claim from a third party that the provision of the TSA Services by such first Party under this Agreement infringes, misappropriates or otherwise violates any of such third-party's Intellectual Property rights.

SECTION 7.02 Exclusion of Consequential Damages. Notwithstanding any other provision contained in this Agreement, no Party, nor its Affiliates, nor its or their respective Representatives, successors or assigns, shall be liable to the other Party or their Affiliates and their Representatives, successors or assigns, for any incidental, punitive, special, indirect, multiple or consequential damages connected with or resulting from performance or non-performance of this Agreement; provided, that any such damages paid with respect to a third-party claim shall be considered direct damages.

SECTION 7.03 Exclusive Remedy. The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for the TSA Services (other than claims arising from willful misfeasance, bad faith or gross negligence on the part of a Party hereto in the performance of such Party's duties in respect of the TSA Services) for any breach of any agreement or obligation set forth herein or otherwise relating to the TSA Services, shall be pursuant to the indemnification provisions set forth in this Article VII.

ARTICLE VIII

DISPUTE RESOLUTION

SECTION 8.01 Dispute Resolution.

(a) Any dispute arising out of or in connection with this Agreement between GE and Baker Hughes should be resolved as rapidly as possible by discussion between the GE Services Manager and the Baker Hughes Services Manager. If a dispute cannot be resolved between the GE Services Manager and the Baker Hughes Services Manager within four (4) weeks of the dispute arising, the GE Services Manager and the Baker Hughes Services Manager should escalate the dispute to the appropriate senior officer reporting directly to the Chief Executive Officer of Baker Hughes and the appropriate senior officer reporting directly to the Chief Executive Officer of GE to negotiate in good faith for an additional twenty (20) days (or such longer period as the Parties may agree). If at the end of such time such Persons are unable to resolve such dispute amicably, then such dispute shall be resolved in accordance with the dispute resolution process referred to in Section 8.01(b), provided that such dispute resolution process shall not modify or add to the remedies available to the Parties under this Agreement.

(b) If the Parties are unable to resolve a dispute in accordance with Section 8.01(a), then either Party to the dispute may within fifteen (15) days thereafter submit such dispute for non-binding mediation administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The mediation will be conducted by a single mediator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the mediator, and in scheduling the mediation. Such Parties agree that they will participate in the mediation in good faith, and that they will share equally in the costs of utilizing the AAA and the mediator. The place of mediation will be New York, New York. If the dispute has not been resolved pursuant to such mediation procedure within thirty (30) days of the initiation of such procedure, except where such time has been extended by the mutual written agreement of the Parties to the dispute, then the controversy will be submitted to the AAA for binding arbitration in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The arbitration will be conducted by a single arbitrator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the arbitrator, and in scheduling the arbitration. Should the Parties be unable to come to agreement as to the arbitrator, the Parties shall request AAA to appoint an arbitrator. Such Parties further agree that they will participate in the arbitration in good faith, and that they will share equally in the costs of utilizing the AAA and the arbitrator. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. Unless otherwise agreed by such Parties, the mediator will be disqualified from serving as the arbitrator in the dispute.

ARTICLE IX

TERM AND TERMINATION

SECTION 9.01 Term and Termination.

(a) This Agreement shall commence immediately upon its execution on the Closing Date and shall terminate (i) ninety (90) days following the Trigger Date with respect to all services under this Agreement other than GE Provided Technology Access and Baker Hughes Provided Technology Access and (ii) upon the Trigger Date with respect to Baker Hughes Provided Technology Access (the “Term”).

(b) (i) Without prejudice to a Recipient’s rights with respect to a Force Majeure, a Recipient may from time to time terminate this Agreement (x) with respect to the CA Services, in whole but not in part and (y) with respect to any Umbrella Services, in whole (by Service line item) or by any portion: (A) for any reason or no reason upon providing, in the case of the CA Services, at least 60 days’ prior written notice, and, in the case of the Umbrella Services, either (i) seven and a half (7.5) months’ prior written notice or (ii) for those Umbrella Services designated as such on Schedule 2.01(b) or Schedule 2.02(b), sixty (60) days’ prior written notice, to the Provider of such termination; (B) if the Provider of such Services has failed to perform any of its material obligations under this Agreement with respect to such Services, and such failure shall continue to exist forty-five (45) days after receipt by the Provider of written notice of such failure from the Recipient; or (C) immediately upon mutual agreement of the Parties; and (ii) a Provider may terminate this Agreement with respect to one (1) or more Services, in whole but not in part, at any time upon prior written notice to the Recipient if the Recipient has failed to perform any of its material obligations under this Agreement relating to such Services, and such failure shall be continued uncured for a period of forty-five (45) days after receipt by the Recipient of a written notice of such failure from the Provider. The relevant Schedule shall be updated to reflect any terminated Service. In the event that any Service is terminated other than at the end of a month, the Service Charge associated with such Service shall be pro-rated appropriately.

SECTION 9.02 Termination Charges. Upon termination or reduction of any Service pursuant to Section 9.01(b)(i)(A) or Section 9.01(b)(ii), prior to the termination or reduction of such Service (in the case of a termination or reduction pursuant to Section 9.01(b)(ii)) or prior to the required notification period in Section 9.01(b)(i)(A) (in the case of a termination or reduction pursuant to Section 9.01(b)(i)(A)), the Parties shall determine and mutually agree upon any applicable Termination Charges to be invoiced.

SECTION 9.03 Effect of Termination. Upon termination of any Service, whether in whole or in part, pursuant to this Agreement, the Provider of the terminated Service will have no further obligation to provide such Service and the relevant Recipient will have no obligation to pay any future Service Charges relating to such Service; provided that the Recipient shall remain obligated to the relevant Provider for the (x) Service Charges and any other fees, costs and expenses owed and payable in respect of Services provided prior to the effective date of termination and (y) Termination Charges. In connection with termination of any Service, the provisions of this Agreement not relating solely to such terminated Service shall survive any

such termination, and in connection with a termination of this Agreement, Article I, Article VII (with respect to the limitations set forth therein and including liability in respect of any indemnifiable Losses under this Agreement arising or occurring on or prior to the date of termination), Article VIII, Article IX, Article X, all confidentiality obligations under this Agreement and liability for all due and unpaid Service Charges and Termination Charges shall continue to survive indefinitely. The provision of GE Provided Control Tools Access shall survive termination of this Agreement and expire on the fourth anniversary of the Trigger Date (the “**Controls Tools Access Period**”); provided, that such GE Provided Control Tools Access shall be subject to the applicable terms and conditions of this Agreement but shall not include access to any proprietary Technology and related developments and enhancements thereto that is subject to the Aeroderivatives Supply and Technology Development Agreement or the HDGT Supply Agreement. Any access to such proprietary Technology and related developments and enhancements thereto shall be provided subject to the Aeroderivatives Supply and Technology Development Agreement or the HDGT Supply Agreement, as applicable; provided, further, that, from the date hereof through January 31, 2019, the Parties shall work together in good faith to agree to the Controls Tools that are both (i) used as of the date hereof by any Specified BHGE Personnel and (ii) reasonably necessary for the sole purpose of performing Baker Hughes’ obligations or exercising Baker Hughes’ rights under the Mark VIe Control Products Upgrade Channel pursuant to the Channel Agreement (the “**Controls Tools List**”). Any access by Baker Hughes to GE’s Global Research Center in connection with GE Provided Control Tools Access shall be subject to individual statements of work to be negotiated by the Parties on a case-by-case basis with no obligation for either Party to enter into any such statement of work.

SECTION 9.04 Force Majeure.

(a) No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. Each Party (or such Person) shall exercise its reasonable efforts in good faith to minimize the effect of Force Majeure on its obligations, and the standard of care that a Party shall provide in delivering a Service after a Force Majeure shall be substantially the same as the standard of care that the Party provides to its Affiliates and its other business components with respect to such Service.

(b) During the period of a Force Majeure, the applicable Recipient shall be entitled to seek an alternative service provider with respect to such Service, and shall be entitled to permanently terminate the same (and shall be relieved of the obligation to pay Service Charges for such Service throughout the duration of such Force Majeure) if a Force Majeure shall continue to exist for more than fifteen (15) consecutive days, it being understood that such Recipient shall not be required to provide any advanced notice of such termination to the Provider.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 Independent Contractors. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties or their Affiliates and that all Services are provided by a Provider, its Affiliates and their designees in each case, as an independent contractor. In matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents and such employees or agents will not be considered employees or agents of any other Party, nor will they be required to report to management of any other Party or be deemed to be under the management or direction of any other Party. No Party will have any right, power or authority to create any obligation, express or implied, on behalf of any other Party except to the extent expressly provided herein.

SECTION 10.02 Subcontractors. Subject to Section 3.04, a Provider may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) such Provider shall use the same degree of care in selecting any such subcontractor as it would if such contractor was being retained to provide similar services to the Provider; and (b) such Provider shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the standard for the Services as set forth in Article VII hereof and the content of the Services provided to the Recipient.

SECTION 10.03 Treatment of Confidential Information.

(a) The Parties shall not, and shall cause all other Persons providing Services or having access to confidential and proprietary information of the other Party ("Confidential Information") not to, disclose to any other Person or use, except for purposes of this Agreement, any Confidential Information of the other Party; provided, however, that Confidential Information shall not include information (i) previously known by such Person on a non-confidential basis prior to its disclosure; (ii) subsequently made public other than as a result of a disclosure in breach of this Agreement; or (iii) independently developed by such Person (without reference to the Confidential Information and without using knowledge gained from GE and GE O&G's previous affiliation prior to Closing); and provided, further, that each Party may disclose Confidential Information of the other Party, to the extent permitted by applicable Law: (i) in the case of GE's Corporate Audit Staff or Technical Accounting Group, to GE's audit committee after giving Baker Hughes written notice of such disclosure five (5) Business Day in advance of such disclosure; (ii) to its Representatives and Affiliates on a need-to-know basis in connection with the performance of such Party's obligations under this Agreement; (iii) in any report, statement, testimony, authorization or approval request, notice, filing or other submission to any Governmental Authority having jurisdiction over the disclosing Party; or (iv) in order to comply with applicable Law, or in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing Party in the course of any litigation, investigation or administrative proceeding. In the event that a Party becomes legally compelled (based on advice of counsel) by Law, deposition, interrogatory, request for documents subpoena, civil investigative demand or similar judicial or administrative process to disclose any Confidential Information of the other Party, such disclosing Party shall provide the other Party with prompt prior written notice of such requirement, and, to the extent reasonably practicable,

cooperate with the other Party (at such other Party's expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing Party may furnish only that portion of the Confidential Information that has been legally compelled, and shall exercise its reasonable efforts in good faith (at such other Party's expense) to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) Each Party shall, and shall cause its Representatives to protect the Confidential Information of the other Party by using the same degree of care to prevent the unauthorized disclosure of such as the Party uses to protect its own confidential information of a like nature, and in no event less than commercially reasonable care.

(c) Each Party shall direct its Representatives to comply with the same restrictions on use and disclosure of Confidential Information as bind such Party in advance of the disclosure of any such Confidential Information to such Representatives. Each Party shall be responsible for any failure by its Representatives to comply with the restrictions on use and disclosure of Confidential Information contained herein.

(d) Each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of Services.

(e) With respect to the provision of GE Provided Technology Access and GE Provided R&D Services pursuant to Section 2.01, only those employees of Baker Hughes who need to know such information and who otherwise meet any applicable citizenship or other security qualifications required by Law shall be granted access and, prior to being granted access, will be advised of the confidential nature of the Intellectual Property made available to Baker Hughes and directed to abide by the terms of this Agreement and further, if requested in writing by GE, shall enter into a non-disclosure agreement acknowledging the same provided that in any case, Baker Hughes shall be responsible for any breach of this Agreement by such of its employees.

(f) With respect to the provision of Baker Hughes Provided Technology Access and Baker Hughes Provided R&D Services pursuant to Section 2.02, only those employees of GE who need to know such information and who otherwise meet any applicable citizenship or other security qualifications required by Law shall be granted access and, prior to being granted access, will be advised of the confidential nature of the Intellectual Property made available to GE and directed to abide by the terms of this Agreement and further, if requested in writing by Baker Hughes, shall enter into a non-disclosure agreement acknowledging the same provided that in any case, GE shall be responsible for any breach of this Agreement by such of its employees.

SECTION 10.04 Audit. Not more than once each calendar year during the term of this Agreement, upon thirty (30) days' advance written notice, either Party may audit (or cause an independent third-party auditor to audit), during regular business hours and in a manner that complies with the building and security requirements of the Party being audited, the books,

records and facilities of the other Party pertaining solely to the provision of Services to the extent necessary to determine such Party's compliance with this Agreement. Any audit conducted under this Section 10.04 shall not interfere unreasonably with the operations of such Party. The Party requesting the audit shall pay the costs of conducting such audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement, and may only be disclosed pursuant to Section 10.03.

SECTION 10.05 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

SECTION 10.06 Notices. Except with respect to routine communications by the GE Services Manager and the Baker Hughes Services Manager under Section 4.01, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 10.06.

(a) If to GE:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (203) 286-2181
Email: jim.waterbury@ge.com

(b) If to Baker Hughes:

Baker Hughes, a GE company, LLC
17201 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

SECTION 10.07 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

SECTION 10.08 No Third-Party Beneficiaries. Except as provided in Article VIII with respect to Indemnified Parties, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of any Party or its Affiliates, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 10.09 Amendment; Waiver. No provision of this Agreement, including any Schedules hereto, may be amended, supplemented, waived or modified except by a written instrument making specific reference hereto signed by all the Parties. No waiver of any breach of or non-compliance with this Agreement shall be deemed to be a waiver of any other or subsequent breach or non-compliance. No consent from any Indemnified Parties (in each case other than the Parties) shall be required to amend this Agreement.

SECTION 10.10 Governing Law. This Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

SECTION 10.11 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

SECTION 10.12 Assignment. This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void; provided, however, GE or Baker Hughes may assign any or all of its rights and obligations under this Agreement to receive certain Umbrella Services (as may be mutually agreed to by GE and Baker Hughes, but in no event shall include legal, accounting, financial or tax advice services or other services that are not customary for the transition of a business to an unrelated third party) in connection with a sale or disposition of any assets or lines of business of GE or Baker Hughes; provided that (a) such right to receive such Umbrella Services is for a limited period of time not to exceed twelve (12) months and solely in order to transition the business being divested, and (b) the transferee of such assets shall enter into an agreement with price adjustments and terms and conditions customary for the provision of such services to an unrelated third party in order to transition a divested business.

SECTION 10.13 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Schedule are references to the Articles, Sections, paragraphs and Schedules of this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Agreement, including the Schedules hereto; (d) references to “\$” means U.S. dollars; (e) the word “including” and words of similar import when used in this Agreement means “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) GE and Baker Hughes have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Agreement; (k) a reference to any Person includes such Person’s successors and permitted assigns; (l) any reference to “days” means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

SECTION 10.14 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of GE or Baker Hughes shall have any liability for any obligations or liabilities of such party under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

SECTION 10.15 Export Law Compliance. Each Party shall be responsible for their compliance with applicable United States (or other jurisdictions as applicable) export laws, rules and regulations as related to their performance under this Agreement.

SECTION 10.16 Integrity. Each Party covenants that it is committed to unyielding integrity and will act in a manner consistent with the GE Integrity Guide for Suppliers, Contractors and Consultants, a copy of which is available in several languages at the following link: <http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm> and the Baker Hughes Suppliers’ Code of Conduct, as may be amended or substituted from time to time.

SECTION 10.17 Subcontractor Flow Downs for United States Government Commercial Items Contracts. If the Services being procured by either Party are in support of a United States government end customer or an end customer funded in whole or part by the United States government, directly or through a prime contractor, such Party shall expressly identify such use of any Service in the PO and as necessary will agree to include compliance as necessary with the terms and conditions applicable to services procured for the United States government located at the following link: <http://www.gesupplier.com/html/GEPolicies.htm>.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

**AMENDED AND RESTATED GE DIGITAL
MASTER PRODUCTS AND SERVICES AGREEMENT**

dated as of November 13, 2018

between

GE DIGITAL LLC

and

BAKER HUGHES, A GE COMPANY, LLC

TABLE OF CONTENTS

	Page
Article I DEFINITIONS	8
Section 1.01 Certain Defined Terms	8
Article II APPOINTMENT; SERVICES AND SERVICES MANAGERS	15
Section 2.01 Appointed Reseller; Exclusivity	15
Section 2.02 [Intentionally Left Blank]	16
Section 2.03 GE Digital Offerings to be Provided	16
Section 2.04 Duration of Services	18
Section 2.05 Request for New Services	18
Section 2.06 Service Managers	19
Section 2.07 Local Implementing Agreements	19
Section 2.08 Marketing and Publicity	19
Article III STATEMENTS OF WORK	20
Section 3.01 Entering into Statements of Work	20
Section 3.02 Project Change	21
Section 3.03 Replacement of Project Leaders	21
Section 3.04 Subcontracting	21
Article IV GE DIGITAL OFFERINGS	22
Section 4.01 GE Digital Offerings	22
Section 4.02 [Intentionally Left Blank]	22
Section 4.03 Baker Hughes' Responsibilities	22
Section 4.04 [Intentionally Left Blank]	25
Section 4.05 Software	25
Section 4.06 Customer Agreements for Professional Services	25
Section 4.07 [Intentionally Left Blank]	25
Section 4.08 [Intentionally Left Blank]	25
Section 4.09 Access	26
Article V INTELLECTUAL PROPERTY	26
Section 5.01 License to Baker Hughes Intellectual Property and Content	26
Section 5.02 License for Baker Hughes Use	27
Section 5.03 Access for Product Development	27
Section 5.04 [Intentionally Left Blank]	27
Section 5.05 IP Ownership	27
Section 5.06 Governmental Restrictions and Approvals	28
Section 5.07 Third-Party IP	28
Section 5.08 Open Source	28

Article VI OTHER ARRANGEMENTS		29
Section 6.01	Third-Party Software and Software Licenses	29
Article VII ADDITIONAL AGREEMENTS		29
Section 7.01	Security and Data Privacy	29
Section 7.02	Costs	30
Section 7.03	No Right to Set Off	31
Section 7.04	Taxes	31
Article VIII STANDARD FOR SERVICES; INDEMNITY		33
Section 8.01	Standard for Services	33
Section 8.02	Compliance with Law; Professional Services	33
Section 8.03	[Intentionally Left Blank]	33
Section 8.04	[Intentionally Left Blank]	33
Section 8.05	Indemnification for Certain Intellectual Property Infringement	33
Section 8.06	Indemnification Procedure	34
Section 8.07	Disclaimer of Warranties	34
Section 8.08	Limitations of Liability	35
Section 8.09	No Reporting Obligations	36
Article IX GOVERNANCE; DISPUTE RESOLUTION		36
Section 9.01	Governance	36
Section 9.02	Governance Council	36
Section 9.03	Dispute Resolution	37
Article X TERM AND TERMINATION		38
Section 10.01	Term and Termination	38
Section 10.02	Termination Charges	38
Section 10.03	Effect of Termination	38
Section 10.04	Termination Assistance Services	39
Section 10.05	Force Majeure	39
Article XI GENERAL PROVISIONS		40
Section 11.01	Independent Contractors	40
Section 11.02	Treatment of Confidential Information	40
Section 11.03	Audit	41
Section 11.04	Further Assurances	41
Section 11.05	Notices	41
Section 11.06	Entire Agreement	42
Section 11.07	No Third-Party Beneficiaries	42
Section 11.08	Amendment; Waiver	42
Section 11.09	Governing Law	42

Section 11.10	Counterparts; Electronic Transmission of Signatures	42
Section 11.11	Assignment	42
Section 11.12	Rules of Construction	43
Section 11.13	Non-Recourse	43
Section 11.14	Export Law Compliance	43
Section 11.15	The GE Integrity Guide for Suppliers, Contractors and Consultants	43
Section 11.16	Subcontractor Flow Downs for United States Government Commercial Items Contracts	44
Section 11.17	No Conflict	44
Section 11.18	Source Code Escrow	44

SCHEDULES

SCHEDULE 2.01-1	Baker Hughes Channel SIC Codes and Descriptions
SCHEDULE 2.01-2	Baker Hughes Named Customers List
SCHEDULE 2.01-3	GE Digital Installed Customer Base List
SCHEDULE 2.03(a)	GE Digital Offerings
SCHEDULE 2.04(b)	End of Life Policy
SCHEDULE 2.05(a)	Form of Request for New Services
SCHEDULE 2.06(a)	GE Digital Services Manager
SCHEDULE 2.06(b)	Baker Hughes Services Manager
SCHEDULE 3.01(a)	Form of Statement of Work
SCHEDULE 4.05(a)	Hosted Services Documentation
SCHEDULE 4.08(e)	Service Level Agreement; Remedies; Reporting
SCHEDULE 7.02(a)	Post-MPSA Trigger Date Pricing
SCHEDULE 7.02(b)	Wiring Instructions
SCHEDULE A	Core Requirements

**AMENDED AND RESTATED GE DIGITAL
MASTER PRODUCTS AND SERVICES AGREEMENT**

This Amended and Restated GE Digital Master Products and Services Agreement (“this Agreement”) is entered into by and between GE Digital LLC, having its place of business at 2623 Camino Ramon, San Ramon, CA 94583 (“GE Digital”) and Baker Hughes, a GE company, LLC, a Delaware limited liability company (“Baker Hughes”), on this November 13, 2018.

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among General Electric Company, a New York corporation (“GE”), Baker Hughes Incorporated, a Delaware corporation (“BHI”), BHGE (as defined below) and Bear MergerSub, Inc., a Delaware corporation (“Merger Sub”), as amended by the Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, BHGE, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “Transaction Agreement”), GE and BHI agreed to combine GE O&G (as defined in the Transaction Agreement) with BHI;

WHEREAS, the transactions contemplated by the Transaction Agreement were consummated on July 3, 2017 (the “Effective Date”), including entry into that certain GE Digital Master Products and Services Agreement, dated as of July 3, 2017, by and between GE Digital and Baker Hughes (the “Original Agreement”), whereby GE Digital has provided or caused to be provided to Baker Hughes Entities certain digital products and services related to Baker Hughes’ digital business;

WHEREAS, GE and Baker Hughes desire to restructure their existing relationships to facilitate BHGE’s ability to operate as an independent and standalone company, and to enter into certain other mutually-beneficial long-term arrangements (the “Restructuring”), with certain modifications to their relationship to be effective as of November 13, 2018 (the “MPSA Trigger Date”);

WHEREAS, GE, GE Digital and Baker Hughes have agreed that Baker Hughes will act as GE Digital’s exclusive channel to market, distribute and resell the GE Digital Offerings in the agreed upon Baker Hughes Channel, subject to the terms and conditions set forth herein; and in connection with the same, Baker Hughes will make certain commitments, as further described herein;

WHEREAS, in connection with the Restructuring, GE Digital and Baker Hughes desire to enter into this Agreement, which amends and restates the Original Agreement in its entirety; and

WHEREAS, the Parties agree that the provision and use of digital products and services related to Baker Hughes’ digital business shall be governed by the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Transaction Agreement.

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

“AAA” shall have the meaning set forth in Section 9.03(b).

“Acceptable Use Policy” means the document currently available at <https://www.predix.io/legal/acceptable-use-policy>, which shall apply to the Predix platform, as it may be reasonably updated along the same topics by GE from time to time and not preempted by any Transaction Document.

“Add-On Services” shall have the meaning set forth in Section 2.03(d)(ii) herein.

“Affiliate” means any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (i) references to GE’s “Affiliates” shall be deemed to exclude the Baker Hughes Entities and (ii) references to the Baker Hughes Entities’ “Affiliates” shall be deemed to exclude GE and its subsidiaries that are not within the Baker Hughes Entities.

“Agreement” shall have the meaning set forth in the Preamble.

“Ancillary Agreements” shall have the meaning ascribed to it in the Transaction Agreement.

“Baker Hughes” shall have the meaning set forth in the Preamble.

“Baker Hughes Application” means a Software application that is developed by or on behalf of Baker Hughes that works in conjunction with one or more GE Digital Offerings.

“Baker Hughes Channel” means (i) a company that is primarily engaged in the O&G Activities in the oil and gas industry; (ii) entities defined by one or more of the SIC codes set forth in Schedule 2.01-1 or, to the extent a SIC code does not apply in a particular jurisdiction, entities whose business fits the description of such SIC codes in Schedule 2.01-1; and (iii) the customer accounts set forth in the Baker Hughes Named Customers List. For avoidance of doubt, the Baker Hughes Channel excludes the customer accounts set forth in the GE Digital Installed Customer Base List.

“Baker Hughes Content” means information, documentation, and Software provided by Baker Hughes and/or Baker Hughes Customers for use in connection with the GE Digital Offerings.

“Baker Hughes Customers” shall mean a third party to whom a Baker Hughes Entity sells or purports to sell a GE Digital Offering in accordance with the terms herein.

“Baker Hughes Data” shall have the meaning set forth in Section 8.05(b).

“Baker Hughes Entities” shall mean, collectively, Baker Hughes and its Affiliates on the Effective Date.

“Baker Hughes Infringement Claim” shall have the meaning set forth in Section 8.05(a).

“Baker Hughes Intellectual Property” means Intellectual Property and Technology owned or Controlled by a Baker Hughes Entity relating to a particular GE Digital Offering.

“Baker Hughes Named Customer List” shall have the meaning set forth in Section 2.01(d).

“Baker Hughes Services Manager” shall have the meaning set forth in Section 2.06(b).

“BHGE” means Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation and an Affiliate of Baker Hughes.

“Business Day” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

“Channel Agreement” means that certain Channel Agreement, dated as of the Effective Date (as it may be amended, amended and restated, supplemented or otherwise modified from time to time), between GE and BHGE.

“Charges” shall have the meaning set forth in Section 7.02(a)(i).

“Claim” means any claim, audit, examination, action, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), assessment, arbitration, mediation, investigation, hearing, charge, complaint, demand, notice or proceeding. Claim shall include Baker Hughes Infringement Claims and GE Infringement Claims.

“Closing” shall have the meaning ascribed to it in the Transaction Agreement.

“Confidential Information” shall have the meaning set forth in Section 11.02(a).

“Continuing Services” shall have the meaning given in Section 2.03(b)(i).

“Control” or “Controlled” means the right to grant a license or sublicense to such Intellectual Property or Technology as provided for herein without (i) violating the terms of any agreement or other arrangement with any third party, (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the party being granted any such license or sublicense being deemed a breach or default affecting the rights of the party granting such license or sublicense or (iii) requiring the payment of material compensation to any third party.

“Core Requirement” means any of the terms and conditions associated with the GE Digital T&Cs or GE Digital Offerings specifications set forth at Schedule A.

“Data Protection Plan” shall have the meaning set forth in Section 7.01(a).

“Deliverable” means any work product and/or other results of Professional Services in each case of the foregoing to be delivered by GE Digital or its subsidiaries to Baker Hughes or to a Baker Hughes Customer, as specified in a Statement of Work.

“Discount Threshold” shall have the meaning set forth in Section 7.02(a)(ii).

“Dispute” shall have the meaning set forth in Section 9.03(a).

“Effective Date” shall have the meaning set forth in the Recitals.

“Enabling Tools” shall have the meaning set forth in Section 11.18(c).

“Escrow Agent” shall have the meaning set forth in Section 11.18(a).

“Escrow Agreement” shall have the meaning set forth in Section 11.18(a).

“Escrow Software” shall have the meaning set forth in Section 11.18(a).

“Feedback” shall have the meaning set forth in Section 5.01.

“Force Majeure” means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence and prudence the Party affected was unable to prevent, including acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, the following shall not be deemed Force Majeure events: general adverse changes or fluctuations in the markets in which GE Digital operates; financial distress or insufficient financial capability of GE Digital to perform the Request for New Services, Order or Statement of Work; storms, floods and failures of energy sources the effects or extent of which would have been mitigated by reasonable diligence and prudence; or events involving a previous or existing condition at or before the Request for New Services, Order or Statement of Work date.

“GE” shall have the meaning set forth in the Recitals.

“GE Digital” shall have the meaning set forth in the Preamble.

“GE Digital Development Software” means GE Digital IIOT development tools (DevOps Tools) that GE Digital makes generally available to third parties, partners, resellers or other GE businesses for application development for the Predix platform, including DevOps Tools development environments.

“GE Digital Infringement Claim” shall have the meaning set forth in Section 8.05(b).

“GE Digital Installed Customer Base List” shall have the meaning set forth in Section 2.01(d).

“GE Digital Offerings” means any and all GE Hardware, GE Software, GE Hosted Services and Professional Services, excluding ServiceMax products and services (which may only be subject to this Agreement on a case-by-case basis, as mutually agreed in an Order or Statement of Work).

“GE Digital Services Manager” shall have the meaning set forth in Section 2.06(a).

“GE Digital T&Cs” shall have the meaning set forth in Section 4.03(e).

“GE Entities” shall mean, collectively, GE and its Affiliates on the Effective Date immediately after giving effect to the Closing.

“GE Hardware” means hardware equipment that is provided by GE Digital to Baker Hughes, along with any associated Maintenance and Support Services.

“GE Hosted Services” means GE Digital’s hosted Software, platform, and monitoring services, as described in the Hosted Services Documentation, along with any associated Maintenance and Support Services, excluding ServiceMax products and services (which may only be subject to this Agreement on a case-by-case basis, as mutually agreed in an Order or Statement of Work). Current examples of GE Hosted Services include Predix, Predix Essentials and cloud-hosted APM.

“GE Software” means on-premise Software that is provided by GE Digital to Baker Hughes, as described in Section 4.05, along with any associated Maintenance and Support Services. Current examples of GE Software include, but are not limited to, Predix Machine, Meridium, Predix Private Cloud, Smart Signal, Edge, Historian, IGS, SCADA and on-premise versions of APM software.

“Governing Council” shall have the meaning set forth in Section 9.02(a).

“Governmental Authority” means any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

“Highly Confidential Information” means Confidential Information of a Party: (i) (A) that is distributed only among a certain limited set of individuals pursuant to such Party’s written data classification policy or guideline; (B) that is appropriately classified with the Party’s top level data classification pursuant to the terms of such Party’s written data classification policy or guideline; and (C) that such Party has a good faith belief will help generate material value for such Party or (ii) where, if such Confidential Information is disclosed or used improperly, such disclosure would reasonably be expected to have a material and adverse impact on such Party or any business unit thereof with respect to lost revenues, lost profits, loss of trade secret value, reputational risk and/or any other material and adverse non-quantitative risks.

“Hosted Services Documentation” means the published documentation for the GE Hosted Services, as described in Schedule 4.05(a).

“IIOT” means the industrial internet of things.

“Indemnified Party” shall have the meaning set forth in Section 8.06.

“Indemnifying Party” shall have the meaning set forth in Section 8.06.

“Intellectual Property” means all the following whether arising under the Laws of the United States or of any other jurisdiction: (i) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions; (ii) copyrights in works of authorship of any type (including copyrights in Software), mask work rights and design rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by applicable international treaties or conventions, all moral and common law rights thereto, and all other intellectual property rights associated therewith; (iii) trade secrets; (iv) trademarks; and (v) all other industrial and intellectual property rights arising from, or in respect to, Technology.

“Intercompany Services Agreement” means the Intercompany Services Agreement between Baker Hughes and General Electric Company dated the Effective Date (as it may be amended, amended and restated, supplemented or otherwise modified from time to time).

“KPIs” shall have the meaning set forth in Section 9.02(b).

“Law” means any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

“Leading Party” means any of Baker Hughes or its Affiliates, on the one hand, or GE Digital or its Affiliates, on the other, that will market to, accept tenders and orders from, and sell to third-party end-user customers or such other parties identified on Schedule 2.01-2 and Schedule 2.01-3 and otherwise take responsibility for leading the customers’ accounts.

“Local Agreements” shall have the meaning set forth in Section 2.07.

“Long-Term Ancillary Agreements” shall have the meaning ascribed to it in the Transaction Agreement.

“Maintenance and Support Services” means the maintenance and support services provided by GE Digital in accordance with Schedule 4.08(e) herein.

“Monitored Equipment” means the equipment of Baker Hughes and/or Baker Hughes Customers to be monitored with GE Hosted Services hereunder.

“MPSA Trigger Date” shall have the meaning set forth in the Recitals.

“Net Revenue” shall have the meaning set forth in Schedule 7.02(a).

“New Services” shall have the meaning given in Section 2.03(b)(ii).

“Non-Standard T&Cs” shall have the meaning set forth in Section 4.03(e).

“O&G Activities” means the following oil and gas activities: (i) drilling, evaluation, completion and/or production; (ii) liquefied natural gas; (iii) compression and boosting liquids in upstream, midstream and downstream; (iv) pipeline inspection and pipeline integrity management; or (v) processing in refineries and petrochemical plants (including fertilizer plants).

“Open Source Software” means software for which the source code is generally made publicly available, and that is licensed under the terms of various published open source software license agreements or copyright notices accompanying such software.

“Order” means a request for GE Digital Offerings that has made by a Baker Hughes Entity.

“Original Agreement” shall have the meaning ascribed to it in the Recitals.

“Party” means GE Digital and Baker Hughes individually, and “Parties” means GE Digital and Baker Hughes collectively, and, in each case, their permitted successors and assigns.

“Person” means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

“Post-MPSA Trigger Date Pricing” means the revenue share and pricing arrangements set forth in Schedule 7.02(a).

“Predix Market Place” means the market place for applications and services running on the Predix Platform, offered by GE Digital, its Affiliates and third parties, and hosted by GE Digital at www.predix.io.

“Professional Services” shall mean delivery, installation, data science, consulting, or implementation services, excluding hosted or managed software or platform services.

“Project” means any specific research and/or development activities related to Software, hardware or other technology identified as a “Project” in the applicable Statement of Work.

“Project Leader” shall have the meaning set forth in Section 3.01(a)(v).

“Relationship Manager” shall have the meaning set forth in Section 2.06(a).

“Representative” of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such person.

“Request for New Services” shall have the meaning set forth in Section 2.05(a).

“Restructuring” shall have the meaning set forth in the Recitals.

“Roadmap” shall have the meaning set forth in Section 4.08(d).

“Schedules” means the schedules attached to this Agreement, including each of Schedule 2.01-1, Schedule 2.01-2, Schedule 2.01-3, Schedule 2.03(a), Schedule 2.04(b), Schedule 2.05(a), Schedule 2.06(a), Schedule 2.06(b), Schedule 4.05(a), Schedule 4.08(e), Schedule 7.02(a), Schedule 7.02(b), and Schedule A.

“Services” shall have the meaning set forth in Section 2.03(b).

“Services Foreground IP” means all Intellectual Property (other than trademarks and other source indicators) and Technology created in the course of performance or provision of Professional Services, including that which is reflected in all research records, laboratory notebooks, technical reports, and experimental results.

“SLA” shall have the meaning set forth in Section 4.08(e).

“Software” means computer software, programs and databases in any form, including (as applicable in context) source code, object code, operating systems, specifications, libraries, data, databases, database management code, utilities, graphical user interfaces, software engines, software platforms, data formats, versions thereof, and related documentation, developer notes, comments and annotations.

“Statement of Work” shall have the meaning set forth in Section 3.01(a).

“Stockholders Agreement” means that certain Stockholders Agreement, dated as of the Effective Date (as it may be amended, amended and restated, supplemented or otherwise modified from time to time), between GE and BHGE.

“Tax” shall have the meaning ascribed to it in the Transaction Agreement.

“Technology” means, collectively, designs, formulae, algorithms, procedures, methods, products, services, techniques, ideas, know-how, results of research and development, Software, descriptions, flow-charts, documentation (including user manuals and other training documentation), tools, data, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein.

“Term” shall have the meaning set forth in Section 10.01(a).

“Termination Assistance Services” shall have the meaning set forth in Section 10.04.

“Termination Charges” means the charges that the Parties agree shall apply in the event of a termination of an Order or Statement of Work, or otherwise any and all out-of-pocket fees or expenses (which may include breakage fees, early termination fees or charges, or minimum volume charges) owed to any unaffiliated third-party provider as a direct result of an early termination.

“Third-Party Services” has the meaning defined in Section 4.03(d).

“Transaction Agreement” shall have the meaning ascribed to it in the Recitals.

“Transaction Document” means the Transaction Agreement, any Ancillary Agreement or any Long-Term Ancillary Agreement.

ARTICLE II

APPOINTMENT; SERVICES AND SERVICES MANAGERS

Section 2.01 Appointed Reseller; Exclusivity. Provided Baker Hughes procures all of its GE Digital Offerings and comparable functional and technical software, hardware and professional services software solutions and services in the Baker Hughes Channel exclusively from GE Digital, then:

(a) Baker Hughes will be the Leading Party and the exclusive provider for all GE Digital Offerings for a company that, together with its Affiliates and business units, is primarily engaged in the Baker Hughes Channel (a “Third Party Customer”). With regards to any Affiliate or business unit within such Third Party Customer that purchases non-Baker Hughes Channel products and services, Baker Hughes will retain account control for such Third Party Customer but will refer to GE Digital any prospective sales opportunities for the purchase of GE Digital Offerings for such non-Baker Hughes Channel products and services.

(b) With respect to a customer that is not a Third Party Customer that has an Affiliate or business unit that purchases products and services in the Baker Hughes Channel, GE Digital will retain account control for such non-Third Party Customer but will refer to Baker Hughes those prospective sales opportunities with regards to the products and services in the Baker Hughes Channel.

(c) If Baker Hughes believes that GE Digital is unable to provide to Baker Hughes a GE Digital Offering in accordance with the terms set forth herein, Baker Hughes will notify GE Digital in writing of the comparable product offering it wishes to purchase from an unaffiliated third party (“Proposed Exception Purchase”). If Baker Hughes and GE Digital are unable to negotiate an alternate solution, GE Digital may elect in its discretion to approve Baker Hughes’ Proposed Exception Purchase.

(d) The applicable obligations of GE Digital set forth herein in respect of the GE Digital Offerings shall not apply to any reseller or distributor of GE Digital or its Affiliates, including without limitation any ISV, System Integrator and Technical Partners (each, as defined in the Channel Agreement) appointed by GE Digital before or after the effective date of this agreement.

Section 2.02 [Intentionally Left Blank]

Section 2.03 GE Digital Offerings to be Provided.

(a) Subject to the terms and conditions of this Agreement, including Sections 2.05(b) and 4.01, GE Digital shall provide (or cause to be provided) to the Baker Hughes Entities during the Term the GE Digital Offerings that GE Digital provides to its partners, resellers and other GE businesses, but at a minimum, GE Digital will, during the Term, and subject to its End of Life Policy, offer the products and services set forth in Schedule 2.03(a) herein, all in accordance with the SLA set forth in Schedule 4.08(e). Notwithstanding the foregoing, a limited release of a limited version of a product by GE Digital will not be deemed a GE Digital Offering that is provided to partners, resellers and other GE businesses for the purposes of this Section 2.03.

(b) Subject to the terms and conditions of this Agreement, GE Digital shall provide (or cause to be provided) to the Baker Hughes Entities during the Term the following services (each, a “Service” and, collectively, the “Services”):

(i) ongoing services (including Maintenance and Support Services), Technology and GE Digital Offerings that have been agreed upon and described in any written statements of work, purchase orders, agreements with Baker Hughes Customers, or similar documentation, and entered into prior to, and in effect as of, the MPSA Trigger Date (the “Continuing Services”);

(ii) GE Digital Offerings that are requested by the Baker Hughes Entities after the MPSA Trigger Date pursuant to Section 2.05 (the “New Services”).

(c) For the avoidance of doubt: (i) the provision of GE Digital Offerings shall not require GE Digital to disclose any Highly Confidential Information, and the Parties will work in good faith to reach an arrangement that allows the provision of GE Digital Offerings without such disclosure; and (ii) none of the GE Digital Offerings shall include any services inconsistent with applicable Laws or GE Digital's legal obligations (including, but not limited to, applicable data protection Laws, export control Laws, or GE compliance policies).

(d) The following terms and conditions shall apply to each category of Services:

(i) Subject to Section 2.03(d)(ii) below, Continuing Services shall be provided by GE Digital in accordance with, and governed in all respects by, the terms and conditions set forth in the Original Agreement immediately prior to the MPSA Trigger Date;

(ii) Any purchase order, renewal (whether automatic or otherwise), agreement or similar documentation entered into after the MPSA Trigger Date with Baker Hughes or an existing (as of the MPSA Trigger Date) Baker Hughes Customer, even in respect of Continuing Services, that adds one or more SKUs not previously provided to Baker Hughes or such Baker Hughes Customer (the "Add-On Services") will be subject to the terms and conditions of this Agreement as of the date of such purchase order, renewal (whether automatic or otherwise), agreement or similar documentation. For the avoidance of doubt, the terms and conditions agreed for Rosneft phase 1 delivery and BP prior to the MPSA Trigger Date shall be governed in all respects by the terms and conditions of the Original Agreement.

(iii) Subject to Baker Hughes providing L1 and L2 Maintenance and Support Services per Schedule 7.02(a) herein, GE Digital shall provide L3 Maintenance and Support Services to Baker Hughes and all Baker Hughes Customers existing as of the MPSA Trigger Date upon the next renewal (whether automatic or otherwise) of such customer contract. GE Digital shall not require that any Baker Hughes Customer upgrade or modify the terms of any Maintenance and Support Services included in the Continuing Services, all of which shall be provided in accordance with the terms of this Agreement.

(iv) New Services shall be provided by GE Digital in accordance with, and governed in all respects by, the terms and conditions as set forth in this Agreement.

(e) The pricing for each of the Services is as follows:

(i) The pricing for Continuing Services will be determined by the statements of work, purchase orders, agreements with Baker Hughes Customers, or similar documentation that is in effect prior to the MPSA Trigger Date, unless otherwise agreed by the Parties in writing, in which case such lower pricing shall apply;

(ii) The pricing for Add-On Services will be determined in accordance with Section 7.02.

- (iii) The pricing for New Services will be determined in accordance with Section 7.02.

Section 2.04 Duration of Services.

(a) Subject to the terms of this Agreement, GE Digital shall provide or cause to be provided to the respective Baker Hughes Entity each Continuing Service, Add-On Service or New Service agreed to by the Parties until the date on which such Continuing Service, Add-On Service or New Service expires or is terminated in accordance with the applicable Order, Statement of Work or similar documentation, or is terminated pursuant to Article X. For the avoidance of doubt, GE Digital will continue to provide or cause to be provided the Continuing Services, Add-On Services or New Services required under any Order, Statement of Work or similar documentation entered into prior to the date of termination of this Agreement, for the duration agreed in such Order, Statement of Work or similar documentation, even upon expiration of this Agreement.

(b) GE Digital will continue to update, upgrade and maintain the GE Digital Offerings in the ordinary course of business, and shall not replace, sunset or discontinue any of the same except as set forth in the GE Digital End of Life Policy, a preliminary copy of which has been provided to Baker Hughes as of the date hereof and which shall be finalized by GE Digital within thirty (30) days of the date hereof in a form substantially similar to that set forth at Schedule 2.04(b) (the "End of Life Policy"). For avoidance of doubt, GE Digital shall not provide notice of replacement, sunsetting or discontinuation less than that provided for in the End of Life Policy. GE Digital shall work with Baker Hughes and any applicable Baker Hughes Customer in good faith to support Baker Hughes or such Baker Hughes Customer in order to mitigate the effect of such replacement, sunset, or discontinuation.

Section 2.05 Request for New Services.

(a) Any Baker Hughes Entity may submit, from time to time, a written request having the form of Schedule 2.05(a) and signed by a duly authorized representative of Baker Hughes to the GE Digital Services Manager for the initiation of a New Service to be provided by GE Digital (each, a "Request for New Services"). Each Request for New Services shall be deemed to incorporate by reference the terms and conditions of this Agreement and be numbered and dated. Requests for New Services shall contain the following information to facilitate the proper accounting of such Service:

- (i) a detailed description of the services to be performed;
- (ii) identification of the desired start date and anticipated end date for the requested service;
- (iii) with respect to each service, the anticipated resources necessary for the provision of such service; and
- (iv) Baker Hughes' location at which such service will be rendered, if applicable.

(b) GE Digital and the requesting Baker Hughes Entity shall negotiate in good faith to agree upon the terms for the New Services requested in the Request for New Services and, if such terms are agreed upon, GE Digital and the requesting Baker Hughes Entity shall jointly enter into a Statement of Work in accordance with Article III or an Order in accordance with Article IV, provided that GE Digital shall not be obligated to accept any Request for New Services except to the extent that an Order is for on-premise APM (Classic Meridium), Classic Smart Signal, or cloud-based APM or Predix Private Cloud that is being made commercially available by GE Digital to its partners, resellers or other GE businesses at the time such Order is made, and no such negotiation will be required for the same; provided, further, that (i) such Order is based on GE Digital's standard product or service descriptions, specifications and terms and conditions, and (ii) for purposes of this Section 2.05(b), a limited release of a limited version of a product will not be deemed an offering that is "commercially available." At a minimum, during the Term and subject to its End of Life Policy, GE Digital will offer the products and services set forth in Schedule 2.03(a) herein.

Section 2.06 Service Managers.

(a) Each Party shall appoint a relationship manager who shall act as the primary liaison between Baker Hughes and GE Digital for all matters related to this Agreement and shall have overall responsibility for ensuring each Party's performance of its responsibilities and obligations as set forth in this Agreement (each, a "Relationship Manager"). The roles and responsibilities of the Relationship Managers are further set forth in Section 9.01 herein. GE Digital hereby appoints and designates the service manager, or managers as the case may be, as indicated in Schedule 2.06(a) (the "GE Digital Services Manager"). Baker Hughes hereby appoints and designates the service manager, or managers as the case may be, as indicated in Schedule 2.06(b) (the "Baker Hughes Services Manager").

(b) Each Party agrees to notify the other Party of the appointment of a different GE Digital Services Manager or Baker Hughes Services Manager, as applicable, if necessary, in accordance with the governance procedure set forth in Section 9.01.

Section 2.07 Local Implementing Agreements. The Parties recognize and agree that there may be a need to document the GE Digital Offerings provided hereunder in various jurisdictions outside of the United States from time to time. The Parties shall enter into, or, as appropriate, cause their respective Affiliates to enter into, local implementing agreements ("Local Agreements") for GE Digital Offerings to be provided hereunder in such jurisdictions as a Party may reasonably request from time to time; provided, however, that the execution or performance of any such Local Agreement shall in no way alter or modify any term or condition hereof nor the effect thereof. Without limiting the generality of the foregoing, should there be any conflict between any term or condition of a Local Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. The Parties agree to cooperate in implementing any such Local Agreement in a manner that does not subject GE Digital or any of its Affiliates to income Taxes for the provision of GE Digital Offerings in a jurisdiction other than those jurisdictions under the laws of which GE Digital or such Affiliate is organized or is, before the implementation of such Local Agreement, a Tax resident.

Section 2.08 Marketing and Publicity. During the Term, Baker Hughes shall not (a) authorize or otherwise participate in any publicity or public statement that disparages or otherwise has an adverse impact on the GE Digital Offerings, or (b) authorize or otherwise participate in any publicity or public statement promoting the use or adoption of a third party product or service competitive with the GE Digital Offerings or any business relationship relating thereto, provided that, with respect to the foregoing subsection (b), Baker Hughes may participate in promotional activities and events involving Baker Hughes Customers that use an offering that is competitive with a GE Digital Offering.

ARTICLE III
STATEMENTS OF WORK

Section 3.01 Entering into Statements of Work.

(a) GE Digital and any Baker Hughes Entity may mutually agree (which agreement will not be unreasonably withheld or delayed) from time to time on Professional Services to be provided by GE Digital to such Baker Hughes Entity or Baker Hughes Customer in accordance with the terms and conditions of this Agreement and such other terms as agreed upon by the Parties and set forth in a statement of work to be entered into by GE Digital and the applicable Baker Hughes Entity(ies) (each, a “Statement of Work”). All Statements of Work must be in writing and signed by a duly authorized representative of each of GE Digital and the applicable Baker Hughes Entity prior to the commencement of any Professional Services under such Statement of Work. Each Statement of Work shall be: (A) deemed a separate agreement between GE Digital and the respective Baker Hughes Entity, and shall be an independent obligation from any other Statement of Work, (B) deemed to incorporate by reference the terms and conditions of this Agreement, and (C) numbered and dated. Statements of Work may be in the form set forth in Schedule 3.01(a), and may contain the following elements:

- (i) a statement of the scope and objective of the Project;
- (ii) a detailed description of the Professional Services to be performed;
- (iii) identification of the Deliverables and schedule for delivery;
- (iv) projected total and annual funding levels for each identified Project, including the funding level for each Baker Hughes Entity, GE Digital and/or any Governmental Authority and any specified funding limitations;
- (v) for each identified Project, the name of the Person designated by each Party (each, a “Project Leader”) to serve on such Party’s behalf as the primary contact between the Parties for such Project;
- (vi) the term of such Statement of Work, including any renewal options;

- (vii) the personnel, services, material or other resources that the applicable Baker Hughes Entity shall provide to enable or support the services and any other obligations of such Baker Hughes Entity;
- (viii) identification of applicable export control and government security classifications for the Project(s);
- (ix) a statement identifying any Persons that are co-sponsoring the applicable services under such Statement of Work;
- (x) provisions for post-Project disposal, sale, or use of any equipment acquired for any Project(s);
- (xi) provisions regarding ownership of, and (sub)license rights to, Services Foreground IP, if different than those set forth in Section 5.05 herein;
- (xii) any provisions regarding restrictions on the use of any Intellectual Property relevant to such Statement of Work, which shall limit the licenses granted in Article V; and
- (xiii) such other special provisions as are unique to a specific Statement of Work.

Section 3.02 Project Change. If either GE Digital or the applicable Baker Hughes Entity proposes changes in a Project, GE Digital and the applicable Baker Hughes Entity for the applicable Statement of Work shall discuss such changes, but no changes shall be binding unless mutually agreed upon in writing. Other than with respect to the foregoing right of election, if GE Digital and the applicable Baker Hughes Entity fails to agree on a change, the Project scope, funding, timing, and other items shall remain, and the Professional Services shall proceed, as specified in the applicable Statement of Work.

Section 3.03 Replacement of Project Leaders. Except as otherwise mutually agreed to in writing in the applicable Statement of Work, each Party to a Statement of Work may, in its sole discretion, appoint an adequately and similarly qualified new or alternate Project Leader for each Project to manage its obligations hereunder; provided that any new Project Leader appointed by GE Digital requires Baker Hughes' prior written consent, which shall not be unreasonably withheld or delayed. Subject to the foregoing, each Party to a Statement of Work agrees to provide the other Parties with written notification if and when such Party appoints a new or alternate Project Leader.

Section 3.04 Subcontracting. GE Digital may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) any subcontractor engaged to perform Professional Services after the MPSA Trigger Date requires Baker Hughes' prior written approval, which shall not be unreasonably withheld or delayed; (b) GE Digital shall use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to GE Digital, and no less than a reasonable degree of care and diligence; and (c) GE Digital shall in all cases remain primarily responsible for and liable for the performance of all of its obligations hereunder and the actions or omissions of its subcontractors.

ARTICLE IV

GE DIGITAL OFFERINGS

Section 4.01 GE Digital Offerings. Baker Hughes may submit Orders with respect to GE Hardware, GE Software or GE Hosted Services, subject to the applicable terms and conditions of this Agreement and the applicable Order. If accepted by GE Digital in its sole discretion, such Orders shall be binding upon the Parties and incorporate the terms and conditions of this Agreement. GE Digital will not refuse acceptance on any Order to the that extent such Order is for on-premise APM (Classic Meridium), Classic Smart Signal, or cloud-based APM or Predix Private Cloud that is being made commercially available by GE Digital to its partners, resellers or other GE businesses at the time the Order is made, provided that (i) such Order is based on GE Digital's standard product or service descriptions, specifications and terms and conditions and (ii) for purposes of this Section 4.01, a limited release of a limited version of a product will not be deemed an offering that is "commercially available." For the avoidance of doubt, Orders may be based on requests for such GE Digital Offerings that Baker Hughes receives from Baker Hughes Customers. If such an Order is accepted by GE Digital, GE Digital shall provide the requested GE Hardware, GE Software or GE Hosted Services to the relevant Baker Hughes Entity(ies) or to pass on to the requesting Baker Hughes Customer. At a minimum, during the Term and subject to its End of Life Policy, GE Digital will offer the products and services set forth in Schedule 2.03(a) herein.

Section 4.02 [Intentionally Left Blank]

Section 4.03 Baker Hughes' Responsibilities.

(a) As between the Parties, except as set forth herein, Baker Hughes is solely responsible for the development, content, operation, maintenance, and use of Baker Hughes Content and Monitored Equipment. As between the Parties, Baker Hughes is responsible for securing all necessary rights and permissions to provide Baker Hughes Content to GE Digital and to use Baker Hughes Content with the GE Hosted Services or other GE Digital Offerings. For example, as between the parties, Baker Hughes is solely responsible for:

(i) the technical operation of Baker Hughes Content, including ensuring that calls Baker Hughes makes to or from any Baker Hughes Application or service are compatible with the GE Hosted Services;

(ii) compliance of Baker Hughes Content with the Acceptable Use Policy, Data Protection Plan, and applicable Hosted Services Documentation provided to Baker Hughes in writing;

(iii) compliance by Baker Hughes with all applicable Laws, executive orders and court orders in using the GE Hosted Services;

(iv) any claims relating to Baker Hughes Content, except for (A) claims arising from any unauthorized, accidental, or unlawful loss, access, or disclosure of Baker Hughes Content from the GE Digital Offerings that is unrelated to any act or omission by Baker Hughes or (B) Baker Hughes Infringement Claims (as defined in [Section 8.05\(a\)](#));

(v) the accuracy and completeness of Baker Hughes Content; and

(vi) proper handling and processing of notices sent to Baker Hughes (or any of Baker Hughes' Affiliates) by any person claiming that Baker Hughes Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

(b) Baker Hughes' credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE Digital or selected by Baker Hughes for accessing the GE Hosted Services, to the extent applicable, are for Baker Hughes' and Baker Hughes Customers use only and Baker Hughes may not, and shall require that Baker Hughes Customers shall not, share, sell, transfer, or sublicense them to any other entity or person, except that Baker Hughes may disclose Baker Hughes' credentials to Baker Hughes' agents and subcontractors performing work on Baker Hughes' behalf. Other than as set forth herein to the contrary, Baker Hughes is responsible for any use of Baker Hughes' credentials and for notifying GE Digital promptly of any breach of security related to Baker Hughes' credentials of which it becomes aware. Each Party is responsible for complying with all security requirements communicated to the other Party in writing and for its respective obligations for securing such Party's systems and networks as described in the Data Protection Plan. Baker Hughes is responsible for personnel or third parties to whom Baker Hughes grants permission to access or use its account(s). Neither Party shall (i) tamper with or take any action to circumvent any security feature or attempt to exceed authorized access provided by the other Party on its systems or networks; (ii) interfere with or disrupt the integrity or performance (other than performance degradation by normal use) of the other Party's systems or networks or the data contained therein; or (iii) knowingly or recklessly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If a Party becomes aware of any violation of this provision, such Party shall immediately address such violations and concurrently notify the other Party, and the Parties shall use reasonable efforts in good faith to cooperate in investigating any such apparent violation of this provision. GE Digital reserves the right to temporarily suspend any access or permissions if it deems such action necessary to prevent malicious attack or imminent damage to its network or other customers, provided GE Digital (i) shall promptly notify Baker Hughes, (ii) take all reasonable actions to mitigate the effects of such attack or damage and (iii) reasonably cooperate with Baker Hughes to restore such access or permissions after such a condition has been addressed.

(c) Except as expressly provided in a Statement of Work or Order or in the SLA (as defined in [Section 4.08\(e\)](#)), Baker Hughes is solely responsible for providing Internet connectivity for Baker Hughes' facilities as necessary to access and use the GE Hosted Services (including all ISP charges). Subject to GE Digital's compliance with the SLA, GE Digital does not and cannot control the flow of data to or from GE Digital's network and other portions of the Internet; such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt Baker Hughes' connections to the Internet (or portions thereof). Although GE Digital shall use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, GE Digital cannot guarantee that such events will not occur.

(d) If specified on GE Digital's Web sites for the GE Hosted Services, third parties may offer independent services, including hosted application services ("Third-Party Services"), directly to Baker Hughes or Baker Hughes Customers under a separate agreement, and Baker Hughes' written acceptance of such offers constitutes a separate agreement solely between Baker Hughes (or the Baker Hughes Customer) and the third-party provider thereof. If Baker Hughes or a Baker Hughes Customer subscribes to Third-Party Services, Baker Hughes consents to GE Digital sharing with the third-party provider, subject to confidentiality terms contained in any agreements with such third party provider: (i) Baker Hughes contact and account information, (ii) Baker Hughes Content in connection with Baker Hughes' use of the Third-Party Services, and (iii) additional information, if any, disclosed in writing to Baker Hughes in connection with the Third-Party Services.

(e) The terms and conditions in this Agreement and the Order(s) applicable to the GE Hosted Services apply to Baker Hughes when using the GE Hosted Services for its internal use and to Baker Hughes Customers when using Baker Hughes Applications hosted or provided using the GE Hosted Services. When Baker Hughes uses the GE Hosted Services to host and provide GE Digital Offerings to a Baker Hughes Customer, Baker Hughes shall cause such Baker Hughes Customer to agree to terms and conditions in accordance with the following: All offers and quotations made by Baker Hughes to potential customers will be issued in Baker Hughes' name only. When proposing GE Digital Offerings to Baker Hughes Customers, Baker Hughes shall provide the Baker Hughes Customer with GE Digital's standard end customer terms and conditions for the applicable GE Digital Offerings, which shall be attached to the applicable accepted Order or Statement of Work, or otherwise substantially similar terms and conditions ("GE Digital T&Cs"), except where the Parties mutually agree to provide different or additional terms and conditions ("Non-Standard T&Cs") to a Baker Hughes Customer.

(f) Notwithstanding the foregoing, Baker Hughes may offer Non-Standard T&Cs to Baker Hughes Customers with respect to the GE Digital Offerings, provided that: (i) such Non-Standard T&Cs do not affect a Core Requirement of the GE Digital T&Cs or product specifications, except with GE Digital's prior written agreement, and (ii) Baker Hughes assumes the sole risk and liability for such Non-Standard T&Cs. If Baker Hughes desires that Non-Standard T&Cs be reflected back-to-back in the accepted Order or Statement of Work entered into between Baker Hughes and GE Digital, then Baker Hughes shall notify GE Digital during the negotiation with the potential Baker Hughes Customer and request that the back-to-back Non-Standard T&Cs be attached to or incorporated in the applicable accepted Order or Statement of Work. GE Digital agrees to cooperate and work in good faith with Baker Hughes to review and timely respond to Baker Hughes' requests for Non-Standard T&Cs.

(g) The Parties will agree on a deal-by-deal basis the extent to which Non-Standard T&Cs will be reflected back-to-back in the Order or Statement of Work entered into between Baker Hughes and GE Digital and the back-to-back Non-Standard T&Cs shall be attached to or incorporated into the applicable Order or Statement of Work. In no event shall GE Digital be responsible for any obligation or liability that is not documented in an accepted Order or Statement of Work that has been signed by GE Digital.

Section 4.04 [Intentionally Left Blank]

Section 4.05 Software. Unless otherwise specified in a Statement of Work or Order, GE Software shall be made available by GE Digital for electronic download by Baker Hughes or as otherwise agreed by the Parties. GE Digital shall be deemed to have delivered GE Software when GE Digital makes the GE Software available for download by Baker Hughes and notifies Baker Hughes of such availability. If a Statement of Work or Order specifies that Software is to be delivered to Baker Hughes on physical media, then delivery of physical media shall be made FCA GE Digital's facility (Incoterms 2010). No title to the GE Software is transferred.

Section 4.06 Customer Agreements for Professional Services. Baker Hughes may engage GE Digital to perform Professional Services for Baker Hughes Customers in accordance with agreed upon Statements of Work. Baker Hughes' provision of Professional Services to Baker Hughes Customers may be provided under terms and conditions that Baker Hughes determines with Baker Hughes Customers in Baker Hughes' sole discretion; provided that Baker Hughes retains liability for any promises made to its customers in such agreements.

Section 4.07 [Intentionally Left Blank]

Section 4.08 [Intentionally Left Blank]

(a) [Intentionally Left Blank]

(b) [Intentionally Left Blank]

(c) Opportunities Outside the Baker Hughes Channel. If Baker Hughes desires to pursue a sales opportunity outside the Baker Hughes Channel (which is not permitted under the terms of this Agreement), Baker Hughes may notify GE Digital in writing, and GE Digital may agree, in its sole discretion, to permit Baker Hughes to pursue such opportunity as the lead, provided that GE Digital or its Affiliates or partners are not already pursuing such opportunity and provided further that Baker Hughes shall only have the right to do so to the extent consistent with applicable Law. GE Digital will use commercially reasonable efforts to respond to any such notification from Baker Hughes within five (5) working days of the same being made.

(d) Roadmap. Upon or promptly after the MPSA Trigger Date, but in any event no later than thirty (30) days after such date, GE Digital and Baker Hughes shall jointly establish a one-year product roadmap and corresponding budget (the "Roadmap"), which shall be updated quarterly for new releases. GE Digital and Baker Hughes will determine the Roadmap taking into account overall volume commitments by product and priorities of GE Digital, Baker Hughes and GE Entities' business units, as well as estimated timeline projections of commercial viability and availability for future products and services. Quarterly reviews of the Roadmap shall be conducted via a formal governance process, as further described in Section 9.01 herein, to ensure that the Parties continue to track to their highest priorities. Baker Hughes will at all times be provided representation on the Governance Council (as defined in Section 9.01) that is part of such formal governance process. In addition to the roles and responsibilities set forth in Section 9.01 herein, the Governance Council shall (i) ensure open and frequent exchange of information between the Parties regarding the activities under the Roadmap; and (ii) discuss any material technical issues that arise under the Roadmap. Baker Hughes shall provide visibility on its order pipeline to track the effect of such changes, including volume, timing and any information reasonably requested by GE Digital. If Baker Hughes incurs liquidated damages as a direct result of such Roadmap changes that Baker Hughes did not approve, GE Digital shall bear the cost of such liquidated damages, provided that (i) the contract including such liquidated damages was approved in writing by GE Digital and in existence prior to the MPSA Trigger Date, or (ii) GE Digital provided its written approval of such liquidated damages prior to the execution of any contract entered into after the MPSA Trigger Date. GE Digital shall continue to deliver on Roadmap commitments necessary to fulfill its obligations to Baker Hughes in existence as of the MPSA Trigger Date in order to support Orders entered into for Rosneft and BP.

- (e) SLA. GE Digital agrees to comply with the Service Level Agreement set forth in Schedule 4.08(e) hereto (the “SLA”).

Section 4.09 Access. Baker Hughes shall, and shall cause its Affiliates and Baker Hughes Customers to, allow GE Digital and its Representatives reasonable access to the facilities of Baker Hughes necessary for GE Digital to fulfill its obligations under this Agreement. GE Digital shall ensure that each of its Representatives are subject to confidentiality obligations at least as stringent as those in this Agreement prior to such Representative having access to any Baker Hughes facility. GE Digital and its Representative shall fully comply with all policies and procedures of Baker Hughes applying to such facilities, and GE Digital shall be responsible for remedying any violations of such policies and procedures by GE Digital or its Representatives.

ARTICLE V

INTELLECTUAL PROPERTY

Section 5.01 License to Baker Hughes Intellectual Property and Content. Except as otherwise specified in this Agreement, a Statement of Work or Order, Baker Hughes shall retain all rights in the Baker Hughes Intellectual Property and Baker Hughes Content. Subject to GE Digital’s payment of any applicable fees and compliance with this Agreement, and the execution of applicable Orders and Statements of Work as set forth in Sections 3.01 and 4.01, Baker Hughes hereby grants, and shall cause its Affiliates to grant, a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense (except pursuant to Section 3.04), for GE Digital to access and use the Baker Hughes Intellectual Property owned by Baker Hughes, any Services Foreground IP owned by Baker Hughes and Baker Hughes Content owned by Baker Hughes to: (i) provide the GE Digital Offerings to Baker Hughes; (ii) perform any other obligation of GE Digital under this Agreement, and any Statements of Work or Orders; and (iii) solely with respect to patches, bug-fixes, suggestions, feedback, or similar items (“Feedback”) relating to the GE Digital Offerings provided by Baker Hughes to GE Digital, to maintain, develop, and improve the GE Digital Offerings, including selling or offering for sale such GE Digital Offerings incorporating such Feedback.

Section 5.02 License for Baker Hughes Use. Subject to Baker Hughes' payment of all applicable Charges and compliance with this Agreement and the execution of applicable Orders and Statements of Work as set forth in Sections 3.01 and 4.01, GE Digital hereby grants to Baker Hughes a limited, non-transferable (other than an assignment allowed in Section 11.11 herein), non-exclusive right and license, under all Intellectual Property rights owned or controlled by GE Digital, for the Baker Hughes Entities to: (a) access and use any: (i) GE Digital Offerings provided by GE Digital to Baker Hughes pursuant to an agreed upon Order or Statement of Work; (ii) Deliverables provided by GE Digital to Baker Hughes pursuant to a Statement of Work; and (iii) any Feedback provided by GE Digital to Baker Hughes to maintain, develop, and improve Baker Hughes' products and services, including selling or offering for sale such products and services incorporating such Feedback; and (b) with respect to Baker Hughes Customers: (i) resell the GE Digital Offerings to Baker Hughes Customers, and (ii) provide services to the Baker Hughes Customers using the Deliverables, in each case, solely within the Baker Hughes Channel and subject to the Core Requirements set forth in Schedule A herein. With respect to GE Digital Offerings provided by GE Digital to Baker Hughes hereunder, Baker Hughes will comply with any license limitations (such as named or concurrent user limits, limits on numbers of copies or processors, or restrictions to designated computers or facilities) described on the applicable software/product documentation or Statement of Work or Order. GE Digital represents and warrants that, as between the Parties, GE Digital has the authority to grant the licenses granted in Sections 5.02 and 5.03 herein on behalf of itself and its subsidiaries.

Section 5.03 Access for Product Development. Subject to Baker Hughes' payment of all applicable Charges and compliance with this Agreement, GE Digital hereby grants to Baker Hughes the right to access and use (i) all GE Digital Development Software under GE Digital's standard and customary terms and conditions, and (ii) all other software generally made available by GE Digital for use by the public, in each case on the same access terms as the public, for the purpose of Baker Hughes development and support of Baker Hughes Applications (including any rights to provide and/or license the Baker Hughes Applications to Baker Hughes Customers). Baker Hughes shall indemnify GE Digital, subject to Section 8.06, for any third party claims against GE Digital, its Affiliates or its customers arising as a result of Baker Hughes' access to or use of the GE Digital Development Software.

Section 5.04 [Intentionally Left Blank]

Section 5.05 IP Ownership

(a) Except as otherwise specified in this Agreement, a Statement of Work, or an Order, GE Digital shall retain all Intellectual Property rights in: (i) the GE Digital Offerings, and (ii) all modifications or improvements to the source code of the GE Digital Offerings occurring during the course of this Agreement, no matter which Party made such improvements or modifications to the source code. Subject to the last sentence in this Section 5.05(a), Baker Hughes, and its Affiliates, will not sublicense, distribute, create derivative works of, or reverse engineer any of the GE Digital Offerings, or authorize any third party to do so, except as expressly permitted by GE Digital in writing. Subject to the first sentence of this Section 5.05(a), and except as otherwise specified in this Agreement, a Statement of Work or an Order, in connection with Professional Services: as between the Parties, GE Digital shall own all new Intellectual Property created by GE Digital or by a third party on GE Digital's behalf; and Baker Hughes shall own all new Intellectual Property created by Baker Hughes or by a third party on Baker Hughes' behalf. For avoidance of doubt, any software developed by Baker Hughes, its Affiliates, or on behalf of Baker Hughes or its Affiliates by a third party, shall not be considered to be a modification, derivative work, or improvement of a GE Digital Offering merely because such software: (i) links to GE Digital Offerings by using APIs or user interfaces made available to Baker Hughes or to Baker Hughes Customers by GE Digital, or (ii) uses the data output from a GE Digital Offering.

(b) Except as otherwise specified in this Agreement, a Statement of Work, an Order, or other written agreement executed by both parties, Baker Hughes and its Affiliates will not sublicense or distribute any of the GE Digital Offerings, or authorize any third party to do so.

Section 5.06 Governmental Restrictions and Approvals. The licenses contemplated in Section 5.01, Section 5.02 and Section 5.03 of this Agreement shall be subject to any required Governmental Authority approvals, restrictions or reservations, including any of the foregoing that arise out of the funding of any Statement of Work, in whole or in part, by a Governmental Authority. The Parties shall use reasonable efforts in good faith to promptly notify the other party of any such Governmental Authority approvals, restrictions or reservations as early as possible (and preferably prior to a Statement of Work or Order being entered into) and to obtain any and all such approvals that may be required.

Section 5.07 Third-Party IP. If GE Digital requires any license or other rights to third-party Intellectual Property or Technology in order to provide standard GE Digital Offerings, GE Digital shall be solely responsible for using its reasonable efforts to (a) secure such licenses or rights at its sole cost or (b) modify the GE Digital Offerings so as to not require such third-party Intellectual Property or Technology. If GE Digital requires any license or other rights to third-party Intellectual Property or Technology to meet Baker Hughes custom requirements or specifications, GE Digital shall notify the applicable Baker Hughes Entity in writing as soon as practicable after GE Digital identifies such a requirement. Subject to Section 6.01, Baker Hughes and GE Digital acknowledge and agree that as to Baker Hughes custom requirements or specifications there can be no assurance that such licenses or other rights will be successfully obtained or obtained on acceptable terms and, where such licenses or other rights are identified after a Statement of Work or Order has been entered into, the applicable Baker Hughes Entity and GE Digital shall agree to work together in good faith to resolve the issue, which may include changing the scope or terminating such Statement of Work or Order, in obtaining such consent or approval. In the event such consent or approval cannot be obtained, GE Digital and Baker Hughes agree to negotiate in good faith a reasonably acceptable substitute GE Digital Offering that shall be subject to the terms and conditions of this Agreement. Any GE Digital Offerings that are provided by third parties are subject to any written agreements between GE Digital and such third parties. GE Digital shall provide Baker Hughes copies of any such agreements to the extent such agreements impose any additional obligations on Baker Hughes.

Section 5.08 Open Source. To the extent that any of the GE Digital Offerings or Deliverables include Open Source Software, GE Digital represents and warrants with respect to each piece of Open Source Software that: (i) GE Digital has and will fully comply with the terms and conditions of any applicable license agreement or copyright notice, (ii) such Open Source Software will not be used in a manner that would require the licensing, offer or provision of GE Digital Offerings source code to others for those GE Digital Offerings that are distributed or conveyed to Baker Hughes or Baker Hughes Customers; and (iii) Baker Hughes' and Baker Hughes Customers' use and distribution of the Open Source Software does not and will not require Baker Hughes or Baker Hughes Customers to disclose, license, or assign Baker Hughes' or Baker Hughes Customers' proprietary source code, or any Intellectual Property related thereto, under any open source license(s). Upon Baker Hughes' request, GE Digital will provide a list of all of the Open Source Software that is embedded in GE Digital Offerings that Baker Hughes is authorized to distribute.

ARTICLE VI

OTHER ARRANGEMENTS

Section 6.01 Third-Party Software and Software Licenses. To the extent that GE Digital can extend its existing third-party Software licenses to Baker Hughes as an affiliate, it shall use commercially reasonable efforts to do so if and to the extent requested by Baker Hughes, provided, however, that Baker Hughes will be responsible for any additional fees or other payments to which Baker Hughes agrees resulting from such extension. In the event that GE Digital is unable to extend existing third-party Software licenses to Baker Hughes, and if and to the extent requested by Baker Hughes, GE Digital shall use commercially reasonable efforts in good faith to assist Baker Hughes in its efforts to obtain licenses (or other appropriate rights) to use, duplicate and distribute, as necessary, certain third-party Software disclosed in a Statement of Work or Order as necessary for GE Digital to provide, or Baker Hughes to receive or use, GE Digital Offerings pursuant to such Statement of Work or Order; provided, however, that Baker Hughes shall identify the specific types and quantities of any such Software licenses; provided, further, that GE Digital shall not be required to pay any incremental fees or other payments or incur any obligations to enable Baker Hughes to obtain any such license or rights; and provided, further, that GE Digital shall not be required to seek broader rights or more favorable terms for Baker Hughes than those applicable to GE Digital or Baker Hughes, as the case may be, prior to the MPSA Trigger Date or as may be applicable to GE Digital from time to time after the MPSA Trigger Date. The Parties acknowledge and agree that there can be no assurance that GE Digital's efforts will be successful or that Baker Hughes will be able to obtain such licenses or rights on acceptable terms or at all and, where GE Digital enjoys rights under any enterprise, site or similar license grant, the Parties acknowledge that such license typically precludes partial transfers or assignments or operation of a service bureau.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.01 Security and Data Privacy.

(a) GE Digital shall use reasonable efforts to implement appropriate security measures, in accordance with GE Digital's standard security policies applicable to the GE Digital Offerings, including but not limited to the Data Protection Plan which shall apply to the Predix platform and is available at www.predix.io/legal (each a "Data Protection Plan") designed to secure Baker Hughes Content against unauthorized, accidental, or unlawful loss, access, or disclosure. Where there is a conflict between the Data Protection Plan and this Agreement, this Agreement shall control. GE Digital reserves the right to modify Data Protection Plans from time to time, provided that any such changes when taken as a whole shall not provide for lower data security protections than those provided in the Data Protection Plan effective as of the MPSA Trigger Date. With respect to Baker Hughes Content, GE Digital shall act as the data processor of Baker Hughes Content in accordance with Baker Hughes' instructions as contemplated by this Agreement. If Baker Hughes Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, sensitive personal information, export-controlled data, or sensitive government data), then Baker Hughes shall be responsible for determining whether any GE Hosted Service meets such requirements, unless GE Digital has expressly stated in this Agreement, a Statement of Work or an Order that the GE Hosted Service is designed to meet such requirements. However, Baker Hughes shall be entitled to rely upon written statements from GE Digital as to the features of any GE Hosted Service in order to make any such determination.

(b) Subject to any third-party restrictions or Intellectual Property rights, Baker Hughes consents to GE Digital's collection, use, and disclosure of information associated with the GE Digital Offerings as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Baker Hughes Content in, and the transfer of Baker Hughes Content into, any country in which GE Digital or GE Digital's Affiliates or subcontractors maintain facilities (including the United States), but only to the extent permitted by applicable Law. GE Digital shall treat Baker Hughes contact information (including personal information of Baker Hughes representatives) in accordance with GE Digital's Privacy Policy available at www.predix.io/legal; provided that GE Digital shall not expand the scope of GE Digital's Privacy Policy as of the date hereof to apply to other topics without the prior written approval of Baker Hughes. Subject to any applicable customer restrictions communicated to GE Digital in writing, Baker Hughes consents to the disclosure of Baker Hughes Content to GE Digital's subcontractors, provided that the subcontractors are bound to maintain and use Baker Hughes Content solely in accordance with this Agreement, including the confidentiality provisions set forth herein. Each Party may conduct periodic screenings of the other and of its beneficial owners, including screening against official government lists that restrict business dealings with certain parties, for the purpose of satisfying local and multi-national legal obligations and such Party's risk management requirements. Each Party consents to such screenings and is responsible for providing any notices and obtaining any consents necessary for such screenings.

Section 7.02 Costs.

(a) Charges.

(i) Calculation of Fees. Baker Hughes shall pay to GE Digital, unless otherwise specified in such Statement of Work or Order, the fees determined in accordance with the Post-MPSA Trigger Date Pricing (each fee determined in accordance with this Section 7.02(a) constituting a "Charge" and, collectively, "Charges"). The fees set forth in the Post-MPSA Trigger Date Pricing supersede any other pricing arrangements agreed between the Parties in respect of Add-On Services and New Services.

(ii) Volume Discount. Volume Discount. For purposes of this agreement, the “Discount Threshold” shall be Forty-Five Million Dollars (\$45 million) in respect of the first year of the Term; Sixty Million Dollars (\$60 million) in respect of the second year of the Term and Seventy-Five Million Dollars (\$75 million) in respect of the third year of the Term (the “Discount Threshold”). Achievement of the Discount Threshold is subject to a cap of 30% of revenue that can be derived from Professional Services (\$13.5 million in the first year; \$18.0 million in the second year and \$22.5 million in the third year). Once the Discount Threshold is met, GE Digital shall apply an additional discount of five percent (5%) for the remainder of such calendar year to all revenues from Baker Hughes that are not for Professional Services. The Parties shall not carry such discount over into any subsequent calendar year. For example, if the Post-MPSA Trigger Date Pricing provides a fifty percent (50%) Revenue Share for each party, then Baker Hughes will receive fifty-five percent (55%) starting with the first dollar over the Discount Threshold and continuing for the remainder of that calendar year, and in the subsequent calendar year, the revenue share will return to fifty percent (50%) until the Discount Threshold is met. The revenue discount will take the form of a rebate which will be calculated at the end of the relevant year and paid to Baker Hughes forty-five (45) days after invoice.

(b) GE Digital shall invoice Baker Hughes monthly in arrears for any other GE Digital Offerings provided by GE Digital. All payments by Baker Hughes are due to GE Digital within forty-five (45) calendar days of receipt of such invoices by wire transfer to the accounts specified on Schedule 7.02(b). Such payments shall be made by wire transfer to the account specified by GE Digital on Schedule 7.02(b). To the extent consistent with past practice with respect to GE Digital Offerings provided or services rendered outside the United States, payments may be required to be made in local currency or split between Affiliates (with appropriate invoicing). If Baker Hughes fails to pay such amount by the required date, Baker Hughes shall be obligated to pay to GE Digital, in addition to the amount due, interest at the standard interest rate charged by General Electric Company to Baker Hughes for services under the Intercompany Services Agreement, compounded monthly, accruing from the date the payment was due through the date of actual payment. As soon as practicable after receipt of any reasonable written request by Baker Hughes, GE Digital shall provide Baker Hughes with data and documentation supporting the calculation of a particular Charge for the purpose of verifying the accuracy of such calculation.

Section 7.03 No Right to Set Off. Baker Hughes shall pay the full amount of Charges and shall not set-off or counterclaim any amount owed to GE Digital under this Agreement on account of any obligation owed by GE Digital to Baker Hughes that has not been finally adjudicated, settled or otherwise agreed upon by the Parties in writing.

Section 7.04 Taxes.

(a) Sales Tax or Other Transfer Taxes. Charges are exclusive of, and Baker Hughes shall bear and timely pay, any and all sales, use, value-added, transaction and transfer Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Charges payable by Baker Hughes pursuant to this Agreement; provided that (i) to the extent such Taxes are required to be collected and remitted by GE Digital and its Affiliates, Baker Hughes shall pay such Taxes to GE Digital or the applicable Affiliate upon receipt of an invoice from GE Digital or such Affiliate; and (ii) for the avoidance of doubt, such Charges shall be inclusive of, and GE Digital and its Affiliates shall bear, any income and similar Taxes imposed on or payable to GE Digital and its Affiliates.

(b) Withholding Tax and Other Similar Taxes.

(i) If Baker Hughes determines in good faith that any amount is required under applicable Law to be withheld or deducted in respect of any Tax from any payment by Baker Hughes under this Agreement, the Parties will take reasonable steps to cooperate (including with respect to the structuring of payments pursuant to this Agreement) to avoid the imposition, and/or minimize the amount, of such Tax.

(ii) If the Parties agree in good faith that a withholding or deduction is required notwithstanding Section 7.04(b)(i), then each of GE Digital, any of its Affiliates, and Baker Hughes will determine (reasonably and acting in good faith) whether it is able to receive a credit for or a refund in respect of any such withheld amounts. If either Party determines that it is so able, the arrangement will be structured such that all payments made hereunder will be made to a designated Affiliate of GE Digital or Baker Hughes, as the case may be, organized and operated in the United States. In all cases where payments will be made to GE Digital, Baker Hughes shall (A) make any such required withholding or deduction from the amount payable to GE Digital, (B) timely pay the withheld or deduct amount to the relevant Governmental Authority in accordance with applicable Law and (C) promptly forward to GE Digital a withholding tax certificate evidencing such payment by Baker Hughes to the Governmental Authority.

(iii) If the Parties agree in good faith (A) that a withholding or deduction of Tax is required notwithstanding Section 7.04(b)(i) and (B) that a credit or refund is not available as set forth in Section 7.04(b)(ii), then the Parties shall negotiate in good faith an allocation of such Tax, or economic equivalent, between Baker Hughes and GE Digital with respect to such Taxes, and the amount of any payments made between the parties in respect of such agreed allocations shall be determined in a manner that fully compensates the payee on an after-Tax basis.

(iv) The determinations to be made under this Section 7.04(b) shall be so made at the time of customer pricing, and in all cases no later than the day Baker Hughes places a purchase order with GE Digital. If Baker Hughes fails to follow this process or otherwise fails to identify that a withholding tax is required to be withheld then Baker Hughes will bear the burden of any such tax imposed; except in the case where GE Digital obtains a credit or refund as reasonably determined by GE Digital acting in good faith.

(c) Cooperation. The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 7.04.

(d) Tax Planning or Tax and Accounting Advisory Services. Notwithstanding anything to the contrary contained in this Agreement and without limiting Section 8.07, no GE Digital Offerings provided under this Agreement shall include or be deemed to be, or relied upon by Baker Hughes or any of its Affiliates as, tax or accounting advice, Baker Hughes and its Affiliates shall assume all risks and liability arising from or relating to the use of and reliance upon such GE Digital Offerings and GE Digital makes no representations or warranties with respect to such tax planning or tax or accounting advisory services.

ARTICLE VIII

STANDARD FOR SERVICES; INDEMNITY

Section 8.01 Standard for Services. GE Digital agrees that the GE Digital Offerings provided under this Agreement shall be provided (i) with reasonable skill and care; and (ii) in accordance with the standards set forth in the SLA and the applicable Statement of Work.

Section 8.02 Compliance with Law; Professional Services. Each Party will be responsible for complying with all applicable Laws and regulations, including, but not limited to export control laws, in performing its obligations under this Agreement and each Party shall reasonably cooperate with the other and provide any information reasonably requested by the other Party in connection with such compliance obligations. Neither GE Digital nor its Affiliates shall be obligated to provide any GE Digital Offerings which, if provided, would violate any Law. The provision of any legal services shall be subject to the consideration of the maintenance of attorney-client privilege for both GE Digital and Baker Hughes and any potential conflicts of interest.

Section 8.03 [Intentionally Left Blank]

Section 8.04 [Intentionally Left Blank]

Section 8.05 Indemnification for Certain Intellectual Property Infringement.

(a) GE Digital shall, at GE Digital's expense, indemnify, defend or, at GE Digital's option, settle any claim brought against Baker Hughes that the GE Digital Offerings infringe any third party's Intellectual Property rights (a "Baker Hughes Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE Digital on Baker Hughes' behalf. If use of any GE Digital Offering becomes, or in GE Digital's reasonable opinion is likely to become, enjoined, GE Digital may, at GE Digital's option, (i) procure, at no cost to Baker Hughes, the right to use such GE Digital Offering, (ii) modify the GE Digital Offering or provide a substitute that is non-infringing, at no additional cost to Baker Hughes, or (iii) terminate this Agreement with respect to such GE Digital Offering and refund Baker Hughes a pro-rata portion of applicable subscription fees (based on period of use) or purchase price (less reasonable depreciation) and provide Baker Hughes with a credit for any reasonable costs incurred by Baker Hughes in connection with its transition costs. GE Digital shall have no obligation or liability under this Section 8.05(a) for any Baker Hughes Infringement Claim to the extent such infringement is caused by: (a) any modifications to GE Digital Offerings not provided or performed by GE Digital, (b) Baker Hughes Content and Baker Hughes designs and specifications, (c) the combination of the GE Digital Offerings with other hardware, software, content, or services not provided by GE Digital and which are not a GE Digital specified system requirement, or (d) use of an infringing GE Digital Offering after GE Digital has provided a non-infringing alternative or terminated the license or subscription for it. This Section 8.05(a) states GE Digital's sole obligation and exclusive liability (express, implied, statutory, or otherwise) and Baker Hughes' sole remedy for any third party claims of infringement of any intellectual or proprietary right.

(b) Baker Hughes shall, at Baker Hughes' expense, indemnify, defend or, at Baker Hughes' option, settle any claim brought against GE Digital that the contributions and data provided to GE Digital by Baker Hughes hereunder ("Baker Hughes Data") infringes any third party's Intellectual Property right (a "GE Digital Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by Baker Hughes on GE Digital's behalf. If use of any Baker Hughes Data becomes, or in Baker Hughes' opinion is likely to become, enjoined, Baker Hughes may, at Baker Hughes' option, (i) procure, at no cost to GE Digital, the right to use such Baker Hughes Data, (ii) modify the Baker Hughes Data or provide a substitute that is non-infringing, at no additional cost to GE Digital, or (iii) terminate this Agreement with respect to such Baker Hughes Data and refund GE Digital a pro-rata portion of applicable subscription fees (based on period of use) or purchase price (less reasonable depreciation) and provide GE Digital with a credit for any reasonable costs incurred by GE Digital in connection with its transition costs. Baker Hughes shall have no obligation or liability under this Section 8.05(b) for any GE Digital Infringement Claim to the extent such infringement is caused by: (a) a modification to the Baker Hughes Data not provided or performed by Baker Hughes, (b) GE Digital content and GE Digital designs and specifications, (c) the combination of the Baker Hughes Data with other hardware, software, content, or services not provided by Baker Hughes and which are not a Baker Hughes specified system requirement, or (d) use of an infringing Baker Hughes Data after Baker Hughes has provided a non-infringing alternative or terminated the license or subscription for it. This Section 8.05(b) states Baker Hughes' sole obligation and exclusive liability (express, implied, statutory, or otherwise) and GE Digital's sole remedy for any third-party claims of infringement of any intellectual or proprietary right.

Section 8.06 Indemnification Procedure. Each Party indemnified hereunder (an "Indemnified Party") must notify the other Party (the "Indemnifying Party") promptly of the applicable Claim in writing, tender to the Indemnifying Party sole control and authority over the defense or settlement of such Claim, and reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, and provide the Indemnifying Party with available information in the investigation and defense of such Claim. Any effort by the Indemnified Party to settle a Claim without the Indemnifying Party's involvement and written approval shall void any indemnification obligation hereunder.

Section 8.07 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO THE LIMITATIONS IN SECTION 8.08, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE GE DIGITAL OFFERINGS ARE PROVIDED AS-IS AND "WITH ALL FAULTS", THAT BAKER HUGHES ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON THE GE DIGITAL OFFERINGS AND GE DIGITAL MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GE DIGITAL HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE GE DIGITAL OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BAKER HUGHES HEREBY ACKNOWLEDGE SUCH DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO THE LIMITATIONS IN SECTION 8.08, THE PARTIES ACKNOWLEDGE AND AGREE THAT BAKER HUGHES CONTENT IS PROVIDED AS-IS AND "WITH ALL FAULTS", THAT GE DIGITAL ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON BAKER HUGHES CONTENT, EXCEPT FOR GE DIGITAL'S RELIANCE UPON THE BAKER HUGHES CONTENT TO MEET ITS OBLIGATIONS TO BAKER HUGHES, AND BAKER HUGHES MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BAKER HUGHES HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING BAKER HUGHES CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NON-INFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND GE DIGITAL HEREBY ACKNOWLEDGE SUCH DISCLAIMER.

Section 8.08 Limitations of Liability. EXCEPT FOR CLAIMS ARISING FROM (A) BREACH OF CONFIDENTIALITY, (B) AN INDEMNIFICATION OBLIGATION, (C) WILLFUL MISCONDUCT OR (D) INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, NEITHER PARTY, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE). BAKER HUGHES SHALL NOT USE THE MONITORED EQUIPMENT IN CONNECTION WITH NUCLEAR POWER FACILITIES OR LIFE SUPPORT EQUIPMENT AND AS BETWEEN THE PARTIES TO THIS AGREEMENT, BAKER HUGHES IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF MONITORED EQUIPMENT IN CONNECTION WITH NUCLEAR POWER FACILITIES AND ANY REAL TIME OR ULTRA HAZARDOUS ACTIVITIES. GE DIGITAL, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT ARISING OUT OF A DATA BREACH, CYBER ATTACK, OR OTHER SECURITY BREACH, EXCEPT TO THE EXTENT CAUSED BY GE DIGITAL'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH PARTY'S CUMULATIVE LIABILITY FOR CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE CUMULATIVE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, EXCEPT FOR CLAIMS ARISING FROM (A) BREACH OF CONFIDENTIALITY, (B) AN INDEMNIFICATION OBLIGATION, (C) WILLFUL MISCONDUCT OR (D) INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY.

Section 8.09 No Reporting Obligations. Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto, neither GE Digital nor any of its Affiliates, or any of their respective Representatives, shall be obligated, pursuant to this Agreement or any Schedule hereto, as part of or in connection with the services provided hereunder, as a result of storing or maintaining any data referred to herein or in any Schedule hereto, or otherwise, to prepare or deliver any notification or report to any Governmental Authority (including any taxing authority) or other Person on behalf of Baker Hughes or any of its Affiliates, or any of their respective Representatives.

ARTICLE IX

GOVERNANCE; DISPUTE RESOLUTION

Section 9.01 Governance.

(a) The Relationship Managers shall serve as Co-Chairs of the Governance Council (as defined below), including being responsible for (i) calling and presiding over each Governance Council meeting; (ii) preparing and circulating the agenda for each such meeting; and (iii) preparing minutes of each such meeting and providing a copy of the minutes to each Governance Council member within a reasonable period of time after each such meeting.

Section 9.02 Governance Council.

(a) Within thirty (30) days after the MPSA Trigger Date, the Parties shall establish a management team for the relationship that shall be comprised of each of the Relationship Managers and three (3) executives or managers of each Party designated by that Party who have relevant experience in the following matters (i) product management; (ii) development and cloud operations; (iii) software architecture; (iv) Professional Services, implementation and delivery; (v) customer support and success; (vi) channel relationship management and (vii) partner management (the "Governance Council").

(b) The Governance Council shall be responsible for (i) monitoring and reporting to the Parties on the progress of the areas of responsibility and each Party's performance against the mutually agreed milestones and key performance indicators ("KPIs") as the Parties may establish from time to time; (ii) identifying and prioritizing joint commercial pipeline and origination activities, and sharing relevant information regarding potential pipelines for joint collaboration between the Parties for purposes of forecasting inventory and resource requirements; (iii) determining the feasibility and cost structure for achieving 99.9% application uptime and 99.99% platform uptime and other availability and service level criteria; (iv) facilitating the process of approving or declining the exception process for sales pursuits that fall outside the O&G Activities; (v) at Baker Hughes' sole discretion, sharing and discussing relevant market data and feedback from Baker Hughes and/or Baker Hughes Customers regarding the GE Digital Offerings; (vi) serving as "first point of contact" for attempting to resolve any issues or Disputes (as defined below) between the Parties related to this Agreement; and (vii) performing such other functions as are appropriate to further the purposes of this Agreement as mutually determined by the Parties. Baker Hughes shall provide to the Governance Council on a quarterly basis sales and revenue forecasts broken down quarterly and annually by GE Digital Offering.

(c) Upon fifteen (15) days prior written notice to the other Party, a Party may replace any of its respective Governance Council members with another person of similar experience and seniority if it determines in its sole discretion that business reasons require such replacement. Furthermore, each Party may designate a substitute to attend and perform the functions of one of its Governance Council members at any Governance Council meeting, in which case such Party shall endeavor to notify the other Party thereof reasonably in advance of that Governance Council meeting to the extent reasonably practicable. Each Party shall endeavor to minimize turnover with regard to its Governance Council members to the extent reasonably practicable.

(d) The Governance Council shall meet as needed but not less than once each quarter during the Term. Governance Council meetings shall be held at times and places or in such form, such as by telephone or video conference, as the Governance Council determines.

Section 9.03 Dispute Resolution.

(a) Any dispute arising out of or in connection with this Agreement between GE Digital and Baker Hughes (“Dispute”) should be resolved as rapidly as possible by discussion between the Relationship Managers. If a Dispute cannot be resolved between the GE Digital Services Manager and the Baker Hughes Services Manager within seventy-two (72) hours of the dispute arising, the GE Digital Services Manager and the Baker Hughes Services Manager should escalate the dispute to the Chief Digital Officer of Baker Hughes and the Chief Digital Officer of GE Digital to negotiate in good faith for an additional five (5) days (or such longer period as the Parties may agree). If at the end of such time such Persons are unable to resolve such dispute amicably, then such dispute shall be resolved in accordance with the dispute resolution process referred to in Section 9.03(b), provided that such dispute resolution process shall not modify or add to the remedies available to the Parties under this Agreement.

(b) If the Parties are unable to resolve a dispute in accordance with Section 9.03(a), then either Party to the dispute may within ten (10) days thereafter submit such dispute for non-binding mediation administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The mediation will be conducted by a single mediator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the mediator, and in scheduling the mediation. Such Parties agree that they will participate in the mediation in good faith, and that they will share equally in the costs of utilizing the AAA and the mediator. The place of mediation will be New York, New York. If the dispute has not been resolved pursuant to such mediation procedure within thirty (30) days of the initiation of such procedure, except where such time has been extended by the mutual written agreement of the Parties to the dispute, then the controversy will be submitted to the AAA for binding arbitration in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The arbitration will be conducted by a single arbitrator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the arbitrator, and in scheduling the arbitration. Should the Parties be unable to come to agreement as to the arbitrator, the Parties shall request AAA to appoint an arbitrator. Such Parties further agree that they will participate in the arbitration in good faith, and that they will share equally in the costs of utilizing the AAA and the arbitrator. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. Unless otherwise agreed by such Parties, the mediator will be disqualified from serving as the arbitrator in the dispute.

ARTICLE X

TERM AND TERMINATION

Section 10.01 Term and Termination.

(a) The term of this Agreement shall commence on the MPSA Trigger Date and shall continue until December 31, 2021, unless earlier terminated as permitted herein (the "Term").

(b) (i) Without prejudice to Baker Hughes' rights with respect to a Force Majeure, a Baker Hughes Entity may from time to time terminate this Agreement: (A) with respect to any or all GE Digital Offerings, for any reason or no reason upon providing two hundred thirty (230) days' prior written notice to GE Digital or any longer notice period necessary for GE Digital to avoid incurring any Termination Charges; (B) with respect to any GE Digital Offerings, if GE Digital has failed to perform any of its material obligations under this Agreement with respect to such GE Digital Offerings, and such failure shall continue to exist forty-five (45) days after receipt by GE Digital of written notice of such failure from Baker Hughes; (C) immediately upon mutual agreement of the Parties; and (ii) GE Digital may terminate this Agreement with respect to one or more GE Digital Offerings, in whole but not in part, at any time upon prior written notice to Baker Hughes if Baker Hughes has failed to perform any of its material obligations under this Agreement relating to such GE Digital Offerings, and such failure shall be continued uncured for a period of forty-five (45) days after receipt by Baker Hughes of a written notice of such failure from GE Digital. The relevant Schedule shall be updated to reflect any terminated GE Digital Offering, if applicable. In the event that any GE Digital Offering are terminated other than at the end of a month, the Charge associated with such GE Digital Offering shall be pro-rated appropriately.

Section 10.02 Termination Charges. Upon termination or reduction of any GE Digital Offering pursuant to this Agreement (other than due to GE Digital's insolvency), prior to the required notification periods in Section 10.01(b)(i), the applicable Baker Hughes Entity and GE Digital shall determine and mutually agree upon any applicable Termination Charges to be invoiced.

Section 10.03 Effect of Termination. Upon termination of any GE Digital Offering pursuant to this Agreement, GE Digital will have no further obligation to provide such GE Digital Offering, and the relevant Baker Hughes Entity will have no obligation to pay any future Charges relating to any such GE Digital Offering; provided that Baker Hughes shall remain obligated to GE Digital for the (i) Charges, any other fees, costs and expenses owed and payable in respect of the GE Digital Offering provided prior to the effective date of termination and (ii) Termination Charges. In connection with termination of any GE Digital Offering, the provisions of this Agreement not relating solely to such terminated GE Digital Offering shall survive any such termination, and in connection with a termination of this Agreement, Article I, Article VIII (with respect to the limitations set forth therein), Article IX, Article X, Article XI, all confidentiality obligations under this Agreement and liability for all due and unpaid Charges and Termination Charges shall continue to survive indefinitely.

Section 10.04 Termination Assistance Services. In the event this Agreement expires or terminates or if GE Digital terminates any or all GE Digital Offerings as permitted herein, commencing at such termination (or such other date as mutually agreed in writing by the Parties), and continuing until the twelve (12) month anniversary of such termination, GE Digital shall (a) provide any GE Digital Offerings that survive termination under the applicable Order or Statement of Work, and (b) at Baker Hughes' expense, provide to Baker Hughes such cooperation, assistance and services, as reasonably determined by the Parties, to allow the GE Digital Offerings to continue without interruption or adverse effect and to facilitate the orderly transition and migration of the GE Digital Offerings to Baker Hughes or its designee (collectively, the "Termination Assistance Services"). Such Termination Assistance Services may include (i) inventory and delivery to Baker Hughes or its designee of any documents, materials, Deliverables and other documents related GE Digital Offerings, (ii) training Baker Hughes' or its designee's employees, and (iii) developing a transition plan. The Parties agree that the costs of (i) above will be (A) paid by GE Digital, if termination was exercised under Section 10.01(b)(i)(B) and (B) paid by Baker Hughes, if termination was exercised under Sections 10.01(b)(i)(A), 10.01(b)(i)(C) or 10.01(b)(ii).

Section 10.05 Force Majeure.

(a) No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. Each Party (or such Person) shall exercise its reasonable efforts in good faith to minimize the effect of Force Majeure on its obligations.

(b) During the period of a Force Majeure, Baker Hughes shall be entitled to seek an alternative provider with respect to such GE Digital Offering(s) and shall be entitled to permanently terminate such GE Digital Offering(s) (and shall be relieved of the obligation to pay Charges for such GE Digital Offering(s) throughout the duration of such Force Majeure) if a Force Majeure shall continue to exist for more than fifteen (15) consecutive days, it being understood that Baker Hughes shall not be required to provide any advanced notice of such termination to GE Digital.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Independent Contractors. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties or their Affiliates and that all GE Digital Offerings are provided by GE Digital, its Affiliates and their designees as an independent contractor. In matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents and such employees or agents will not be considered employees or agents of any other Party nor will they be required to report to management of any other Party or be deemed to be under the management or direction of any other Party. No Party will have any right, power or authority to create any obligation, express or implied, on behalf of any other Party except to the extent expressly provided herein.

Section 11.02 Treatment of Confidential Information.

(a) The Parties shall not, and shall cause all other Persons providing GE Digital Offerings having access to information of the other Party that is known to such Person as confidential or proprietary ("Confidential Information") not to, disclose to any other Person or use, except for purposes of this Agreement, any Confidential Information of the other Party; provided, however, that each Party may disclose Confidential Information of the other Party, to the extent permitted by applicable Law: (i) to its Representatives and Affiliates on a need-to-know basis in connection with the performance of such Party's obligations under this Agreement; (ii) in any report, statement, testimony, authorization or approval request, notice, filing or other submission to any Governmental Authority having jurisdiction over the disclosing Party; or (iii) in order to comply with applicable Law, or in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing Party in the course of any litigation, investigation or administrative proceeding. In the event that a Party becomes legally compelled (based on advice of counsel) by Law, deposition, interrogatory, request for documents subpoena, civil investigative demand or similar judicial or administrative process to disclose any Confidential Information of the other Party, such disclosing Party shall provide the other Party with prompt prior written notice of such requirement, and, to the extent reasonably practicable, cooperate with the other Party (at such other Party's expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing Party may furnish only that portion of the Confidential Information that has been legally compelled, and shall exercise its reasonable efforts in good faith (at such other Party's expense) to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) Each Party shall, and shall cause its Representatives to, protect the Confidential Information of the other Party by using the same degree of care to prevent the unauthorized disclosure of such as the Party uses to protect its own confidential information of a like nature, and in no event less than commercially reasonable care.

(c) Each Party shall direct its Representatives to comply with the same restrictions on use and disclosure of Confidential Information and bind such Party in advance of the disclosure of any such Confidential Information to such Representatives. Each Party shall be responsible for any failure by its Representatives to comply with the restrictions on use and disclosure of Confidential Information contained herein.

(d) Each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of GE Digital Offerings hereunder.

Section 11.03 Audit. Not more than once each calendar year during the term of this Agreement, upon thirty (30) days' advance written notice, either Party may audit (or cause an independent third-party auditor to audit), during regular business hours and in a manner that complies with the building and security requirements of the Party being audited, the books, records and facilities of the other Party pertaining solely (a) to the provision and use of GE Digital Offerings pursuant to this Agreement to the extent necessary to determine such Party's compliance with this Agreement and (b) the Charges that have been invoiced. Any audit conducted under this Section 11.03 shall not interfere unreasonably with the operations of such Party. The Party requesting the audit shall pay the costs of conducting such audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement, and may only be disclosed pursuant to Section 11.02.

Section 11.04 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

Section 11.05 Notices. Except with respect to routine communications between the Relationship Managers, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 11.05.

(a) If to GE Digital:

GE Digital LLC
2623 Camino Ramon, San Ramon, CA 94583
Attention: General Counsel

(b) If to Baker Hughes:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

Section 11.06 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire agreement of the Parties hereto with respect to the distribution and resale of GE Digital Offerings by Baker Hughes with respect to the Baker Hughes Channel and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the distribution and resale of GE Digital Offerings by Baker Hughes with respect to the Baker Hughes Channel.

Section 11.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of GE Digital or Baker Hughes, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 11.08 Amendment; Waiver. No provision of this Agreement, including any Exhibits, Annexes or Schedules thereto, may be amended, supplemented, waived or modified except by a written instrument making specific reference hereto or thereto signed by all the Parties. No waiver of any breach of or non-compliance with this Agreement shall be deemed to be a waiver of any other or subsequent breach or non-compliance.

Section 11.09 Governing Law. This Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

Section 11.10 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 11.11 Assignment. This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void; provided, however, either Party may assign any or all of its rights and obligations under this Agreement to (i) an Affiliate or (ii) in connection with a reorganization or a sale or disposition of any assets or lines of business of such Party, provided that the transferee of such assets shall agree in writing to be bound by the terms of this Agreement as if named as a "Party" hereto.

Section 11.12 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits, Annexes and Schedules of this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Agreement, including the Schedules, Annexes and Exhibits hereto; (d) references to “\$” means U.S. dollars; (e) the word “including” and words of similar import when used in this Agreement means “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) GE Digital and Baker Hughes have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Agreement; (k) a reference to any Person includes such Person’s successors and permitted assigns; (l) any reference to “days” means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 11.13 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of GE Digital or Baker Hughes shall have any liability for any obligations or liabilities of such Party under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 11.14 Export Law Compliance. Each Party shall be responsible for their compliance with applicable United States (or other jurisdictions as applicable) export laws, rules and regulations as related to their performance under this Agreement.

Section 11.15 The GE Integrity Guide for Suppliers, Contractors and Consultants. Each Party covenants that it is committed to unyielding integrity and will act in a manner consistent with the GE Integrity Guide for Suppliers, Contractors and Consultants, a copy of which is available in several languages at the following link: <http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm> and the Baker Hughes Code of Conduct.

Section 11.16 Subcontractor Flow Downs for United States Government Commercial Items Contracts. If the GE Digital Offering being procured by Baker Hughes are in support of a United States government end customer or an end customer funded in whole or part by the United States government, directly or through a prime contractor, Baker Hughes shall expressly identify such use of any New Services in the Request for New Services and as necessary will agree to include compliance as necessary with the terms and conditions applicable to services procured for the United States government located at the following link: <http://www.gesupplier.com/html/GEPolicies.htm>.

Section 11.17 No Conflict. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Statement of Work, the terms and conditions of this Agreement shall prevail, unless a Statement of Work specifically references the provisions of this Agreement that are inconsistent therewith (or it is reasonably apparent from the face of the Statement of Work that such provisions were meant to be specifically referenced and were inadvertently not so referenced), in which case the terms and conditions of such Statement of Work shall prevail. The Parties shall modify any provisions of this Agreement to the extent necessary to comply with the local Laws of the jurisdiction in which such Statement of Work is executed.

Section 11.18 Source Code Escrow.

(a) As soon as practicable after the MPSA Trigger Date, the Parties shall enter into a source code escrow agreement (the "Escrow Agreement") with a reputable, mutually acceptable third-party escrow agent (the "Escrow Agent") for the escrow of on-premise Meridium and on-premise Smart Signal source codes, along with any training manuals and tangible embodiments, as such exist as of the MPSA Trigger Date (the "Escrow Software"), which shall provide the following:

(i) GE Digital shall make only those Baker Hughes Customers agreed upon by the Parties, if any, the beneficiaries of source code, source materials and all the documentation embodying the Escrow Software that will be deposited by GE Digital with the Escrow Agent; and

(ii) GE Digital shall deposit into escrow the current version of the Escrow Software, in source code format, upon execution of the Escrow Agreement or as soon as practicable thereafter, and GE Digital shall, on an ongoing basis, continue to maintain and update in escrow the most current version(s) of the Escrow Software.

(b) A Baker Hughes Customer identified as a beneficiary to the Escrow Agreement shall be entitled to a release of the Escrow Software in the event that:

(i) GE Digital ceases to do business in the ordinary course or GE Digital terminates the offering, support, and maintenance of the Escrow Software, and provided that the offering, support, and maintenance of the Escrow Software have not been assigned to a third party;

(ii) GE Digital is acquired or divests the Escrow Software and the acquiring organization no longer offers, supports, or maintains the Escrow Software; provided that if such acquiring organization obsoletes, discontinues or otherwise terminates such Escrow Software in accordance with the End of Life Policy and Section 2.03(b), then such Baker Hughes Customer shall not be entitled to release of such Escrow Software;

(iii) GE Digital files or has filed against it a petition in bankruptcy or insolvency, or files a petition or answer seeking reorganization, readjustment or restructuring under any law relating to bankruptcy or insolvency, or a receiver is appointed for a full or a substantial portion of its property, or it makes any assignment or attempted assignment for the benefit of creditors, unless any of the above referenced petitions are dismissed in favor of GE Digital within sixty (60) days of filing;

(c) In the event a Baker Hughes Customer that is a beneficiary as set forth above exercises its right to obtain the deposited source code of the Escrow Software under the release conditions as stated herein, such Baker Hughes Customer (or, upon GE Digital's consent, which shall not be unreasonably withheld or delayed, Baker Hughes) may use such source code solely in a defined, controlled environment and solely for purposes of Baker Hughes' obligations to such Baker Hughes Customer that are in existence at the time of such release of the Escrow Software and that cannot be supported by GE Digital. Such Baker Hughes Customer (or, if consented as above, Baker Hughes) shall not use released Escrow Software for any other purposes.

(d) The Parties acknowledge that in the event of such release of the Escrow Software, GE Digital may need to make available to Baker Hughes certain additional proprietary software tools which are necessary enable the functioning of the Escrow Software ("Enabling Tools"). GE Digital shall make available to Baker Hughes such Enabling Tools that are necessary for the operation of the Escrow Software for a reasonable interim period, provided that Baker Hughes shall use such Enabling Tools strictly and solely for such enabling purpose. Notwithstanding anything to the contrary herein, GE Digital shall have the right to deposit into escrow a version of the Escrow Software that does not require such Enabling Tools.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GE DIGITAL LLC

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Authorized Signatory

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT (this "Agreement"), as of November 13, 2018 and effective as of the Effective Date (as defined below), is made and entered into by and between General Electric Company, a New York corporation, on behalf of its Affiliates and divisions ("GE"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Company"), on behalf of itself and its Affiliates.

WHEREAS, GE and the predecessors-in-interest to Baker Hughes, a GE Company, a Delaware corporation ("BHGE"), and Company, along with certain other parties thereto, entered into that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, as amended by that certain Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017 (as so amended, the "Transaction Agreement"), pursuant to which, among other things, GE and BHI combined GE's O&G with BHI and effected the transactions contemplated by the Transaction Agreement, resulting in GE owning Paired Interests (as defined in that certain Exchange Agreement, dated as of July 3, 2017, among GE, BHGE and Company) and BHGE indirectly owning common units in Company;

WHEREAS, the transactions contemplated by the Transaction Agreement, including entry into the Ancillary Agreements and the Long-Term Ancillary Agreements, were consummated on July 3, 2017;

WHEREAS, GE, BHGE and Company desire to restructure their existing relationships to facilitate BHGE's ability to operate as an independent and standalone company, and to enter into certain other mutually-beneficial long-term arrangements (the "Restructuring");

WHEREAS, in connection with the Restructuring, GE and Company desire to enter into that certain Amended and Restated GE Digital Master Products and Services Agreement (the "Digital Agreement"); and

WHEREAS, in connection with the Restructuring, GE and Company desire to amend and restate that certain Intellectual Property Cross License Agreement, dated as of July 3, 2017 by and between the Parties hereto (the "Original Intellectual Property Cross License Agreement") in the manner provided by this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties (as defined below), intending to be legally bound, hereby agree to amend and restate the Original Intellectual Property Cross License Agreement as follows:

ARTICLE I DEFINITIONS

Section 1.01 Certain Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Transaction Agreement. The following capitalized terms used in this Agreement shall have the meanings set forth below:

- (a) "AAA" has the meaning set forth in Exhibit A.

(b) “Additive Dockets” means the patents and patent applications listed on Exhibit G hereto, together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(c) “Additive Dockets Field” means the fields of power generation, transportation, aviation, marine, additive manufacturing machines, healthcare, power, lighting, renewables, digital, and capital, in each case, excluding the Company Field.

(d) “Additive Field” means offering for sale, lease or distribution or otherwise providing, either directly or indirectly, to any customer (including O&G Customers and competitors of the Company) regardless of end user or end segment, materials, machines, processes, practices, Software data or designs that can be used in Additive Manufacturing of products, or any products of Additive Manufacturing themselves.

(e) “Additive Manufacturing” means the process of joining materials to make objects from 3D model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies.

(f) “Affiliate” means, with respect to a Party, any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (i) references to GE’s “Affiliates” shall be deemed to exclude the Company Group and (ii) references to Company’s “Affiliates” shall be deemed to exclude GE and its Subsidiaries that are not within the Company Group.

(g) “Agreement” has the meaning set forth in the Preamble.

(h) “Bankruptcy Code” has the meaning set forth in Section 2.05.

(i) “Channel Agreement” means that certain letter agreement entered into by GE and Baker Hughes, a GE company, dated as of July 3, 2017, the subject line of which reads “RE: Channel Agreement” (as amended, modified or supplemented from time to time in accordance with its terms).

(j) “Company” has the meaning set forth in the Preamble.

(k) “Company Existing IP” means Intellectual Property that, as of the Closing Date, is Controlled by the Company or any of its Affiliates.

(l) “Company Field” means: (i) the field of offering: (A) O&G Products and Services to O&G Customers, (B) the O&G Products and Services listed on Exhibit B and (C) the O&G Channel Products; (ii) any other activity not covered by (i) that any member of the Company Group is expressly permitted to engage in under the terms of the Channel Agreement subject to the terms and conditions thereof; and (iii) Company Specific Fields.

(m) “Company Future IP” means Intellectual Property that, subsequent to the Closing Date, is Controlled by the Company or any of its Affiliates, including, without limitation, Improvements of GE Existing IP or Company Existing IP.

(n) “Company Group” means the Company and its Subsidiaries.

(o) “Company Intellectual Property” means Company Existing IP and Company Future IP, other than (i) any such Intellectual Property directed to the Company Specific Fields and (ii) the Transferred Patents, the Digital Dockets and the Power Dockets.

(p) “Company Specific Fields” means the field of offering: (i) agricultural chemicals to the agricultural industry, (ii) low molecular weight olefin polymers and copolymers or (iii) subsurface geothermal exploration, drilling, evaluation, completion, well intervention, stimulation or production in and of geothermal reservoirs.

(q) “Company Specific Fields Intellectual Property” means Intellectual Property that is: (i) Controlled by Company or any of its Affiliates as of the Closing Date, (ii) Used or Held for Use by GE or any of its Affiliates as of the Signing Date, and (iii) directed to any of the Company Specific Fields or any of the GE Specific Fields.

(r) “Confidential Information” has the meaning set forth in Section 5.01.

(s) “Control” or “Controlled” means, with respect to Intellectual Property, the right (other than any such right in-licensed pursuant to this Agreement) to grant a license or sublicense to such Intellectual Property as provided for herein without: (i) violating the terms of any agreement or other arrangement with any third party; (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the party being granted any such license or sublicense being deemed a breach or default affecting the rights of the party granting such license or sublicense; or (iii) requiring the payment of material compensation to any third party.

(t) “Control Systems Dockets” means the patents and patent applications listed on Exhibit H hereto, together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(u) “Control Systems Field” means any activity relating to programmable logic controllers, distributed control systems or computerized numerical controls (including system components such as field agents (hardware and Software that serves as a secure bi-directional data conduit between the “Edge” controller and a database), process instrumentation, analytical devices, control valves, actuation and motion)) integrating sensors and controls either across enterprises or localized on equipment, in each case, providing automation of manufacturing enterprises and processes, including hardware and Software optimization and supervisory control and data acquisition and analysis.

(v) “Digital Dockets” means the patents and patent applications listed on Exhibit J-3 together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(w) “Digital Field” means the business of providing products and services described as GE Digital Offerings (as defined in the Digital Agreement) as well as certain ServiceMax products and services covered by the Digital Agreement.

(x) “Disclosing Party” has the meaning set forth in Section 5.01.

(y) “Dispute” has the meaning set forth in Section 6.12.

(z) “Effective Date” means the date on which the last of the Additional Agreements and the Amendments is executed, as those terms are defined in the Master Agreement. For the avoidance of doubt, if the Effective Date fails to occur, neither Party will have, nor be deemed to have had, any obligations under the terms of this Agreement and the Original Intellectual Property Cross License Agreement shall remain in full force and effect.

(aa) “GE” has the meaning set forth in the Preamble.

(bb) “GE Analytics Software” means Software that performs analytics or predicts performance of physical equipment.

(cc) “GE Existing IP” means Intellectual Property that, as of the Closing Date, is Controlled by GE or any of its Affiliates (except GE Digital LLC).

(dd) “GE Field” means any field other than the Company Field.

(ee) “GE Future IP” means Intellectual Property that, subsequent to the Closing Date, is Controlled by GE or any of its Affiliates (except GE Digital LLC), including, without limitation, Improvements of Company Existing IP or GE Existing IP.

(ff) “GE Group” means GE and its Subsidiaries from time to time other than Baker Hughes, a GE company, and its Subsidiaries; provided that any Person who at any time is a member of the GE Group shall cease being a member of the GE Group if at any time it is no longer a Subsidiary of GE; provided, further that “GE Group” shall not include (i) any Person that purchases assets, operations or a business from a member of the GE Group if such Person is not a Subsidiary of GE after such transaction is consummated, and (ii) any Subsidiary of GE in which a Person who is not an Affiliate of GE holds equity interests and with respect to whom a member of the GE Group, on the Closing Date, has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) which exclude GE’s ability to impose on the subject Subsidiary GE’s obligations applicable herein. For clarity, any references to an applicable business unit of GE shall be also to the successor of such GE business unit within the GE Group.

(gg) “GE Intellectual Property” means GE Existing IP and GE Future IP, other than (i) any such Intellectual Property directed to any of the GE Specific Fields and (ii) the Shared Patents, the Transportation Dockets and the Horizontal Dockets.

(hh) “GE O&G” means GE’s Oil & Gas business described in the segment disclosures in GE’s annual report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2015, as reflected in the GE O&G Financial Statements.

(ii) “GE Specific Fields” means any of (i) the Additive Field, (ii) the IIOT Enabling Field and (iii) the Control Systems Field.

(jj) “GE Specific Fields Intellectual Property” means Intellectual Property that is: (i) Controlled by GE or any of its Affiliates as of the Closing Date, (ii) Used or Held for Use by the Company or any of its Affiliates as of the Signing Date, and (iii) directed to any of the GE Specific Fields.

(kk) “Governmental Entity” means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

(ll) “Held for Use” means held with a plan to Use as established by contemporaneous written records in connection with, with respect to GE, any business of GE or its Affiliates, and with respect to the Company, any business of the Company or its Affiliates.

(mm) “Horizontal Dockets” means the patents and patent applications listed on Exhibit J-2 hereto, together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(nn) “IIOT Enabling Dockets” means the patents and patent applications listed on Exhibit I hereto, together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(oo) “IIOT Enabling Field” means any activity, asset, device, Software or service, including the offering for sale, distribution, use or provision of such activities, devices, assets, Software or services, which connect, sense, measure, coordinate, manage, test, control, automate or communicate between or among industrial assets (including healthcare assets) or which store, process, analyze, manage, secure or transfer industrial data (including complex healthcare data) including for data acquisition, data analysis or data exchange among assets or processors and including local, distributed, networked or cloud-based supervisory data acquisition and control systems, human-machine interface systems, system optimization techniques, condition monitoring, predictive maintenance, asset performance management systems, asset monitoring systems, operational optimization systems, operational security systems, and communication techniques and algorithms in connection with such assets, data, and activities.

(pp) “Improvement” means any modification, extension, derivative work or improvement of any Intellectual Property.

(qq) “Intellectual Property” means all of the following, whether protected, created or arising under the Laws of the United States or any foreign jurisdiction: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), patent disclosures, industrial designs, all improvements thereto, and all United States and foreign patents, patent applications (including all patents issuing thereon), statutory invention registrations and invention disclosures, together with all continuation applications of all types, including reissues, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions; (ii) all United States and non U.S. copyrightable works (including copyrights in Software), design rights, database rights, all copyrights and applications, registrations and renewals in connection therewith, whether registered or unregistered; (iii) trade secrets, know-how and information that is proprietary and confidential; and (iv) all mask works (as defined in 17 U.S. C. §901) and all applications, registrations and renewals in connection therewith. As used in this Agreement, the term “Intellectual Property” expressly excludes all United States and foreign trademarks, service marks, trade dress, logos, trade names, Internet domain names, moral rights, designs, slogans and corporate names and general intangibles of like nature, whether registered or unregistered, together with all translations, adaptations, derivations and combinations thereof and other identifiers of source and including all goodwill associated therewith and all rights therein provided by international treaties or conventions, common law rights, applications, registrations, pending registrations, applications to register, reissues, extensions of the foregoing and renewals in connection therewith.

(rr) “Intercompany Services Agreement” means that certain Intercompany Services Agreement dated as of July 3, 2017, between GE and the Company (as amended, modified or supplemented from time to time in accordance with its terms).

(ss) “Law” means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

(tt) “Leasing” means the rental, leasing, or financing under operating leases, finance leases or hire purchase or rental agreements, of property (other than O&G Products and Services), whether real, personal, tangible or intangible.

(uu) “Master Agreement” means that certain Master Agreement dated as of the date hereof, between GE, the Company and Baker Hughes, a GE company.

(vv) “Notice” has the meaning set forth in Exhibit A.

(ww) “O&G Activities” means the following oil and gas activities: (i) exploration (including seismic surveying), drilling, evaluation (including reservoir and reserves analysis), completion, well intervention, stimulation or production in and of reservoirs; (ii) liquefied natural gas; (iii) compression and boosting liquids (i.e., pumps) in upstream, midstream and downstream; (iv) pipeline inspection, pipeline commissioning and pipeline integrity management; (v) processing in refineries and petrochemical (including fertilizer) plants or production chemicals in the upstream; and (vi) additive chemicals in the downstream (excluding in each case, agriculture chemicals and specialty polymers).

(xx) “O&G Channel Products” means products, parts, equipment, services, technology and systems listed on Exhibit D, to the extent, in each case: (i) such products, parts, equipment, services, technology and systems are (A) sold as an individual item or (B) if sold as part of a Solution Offering, constitute at least a majority of the aggregate estimated or projected value of such Solution Offering; and (ii) Company can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (A) GE O&G was engaged in the sale thereof or (B) such products, parts, equipment, services, technology and systems were contemplated or being developed or designed by GE O&G; including, in the case of both clauses (i) and (ii), any reasonably foreseeable enhancements or extensions thereof, including by further investments therein, provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology and system listed on Exhibit D.

(yy) “O&G Customers” means companies engaged in the oil and gas industry (but excluding their Affiliates or business units, as applicable, that are not so engaged) in any of the O&G Activities.

(zz) “O&G Products and Services” means products, parts, equipment, services, technology and systems (including, for the avoidance of doubt, Software): (a) for use in the O&G Activities (including digital products, parts, equipment, services, technology and systems that are offered by the members of the GE Group other than the GE Digital business unit); or (b) listed on Exhibit B, and solely with respect to clause (b), which the Company can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (i) GE O&G was engaged in the sale thereof, or (ii) were contemplated or being designed by GE O&G, including any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology or system listed on Exhibit B; and excluding, with respect to both clauses (a) and (b), the Software, products, parts, equipment, services, technology and systems of GE Digital LLC.

(aaa) “Party” means either GE and its Affiliates, on the one hand, or Company and its Affiliates, on the other hand, and “Parties” means collectively GE, Company and their Affiliates.

(bbb) “Person” means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

(ccc) “Power Dockets” means the patents and patent applications listed on Exhibit J-4 together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(ddd) “Power Field” means the (A) business of providing to customers operating primarily outside of the oil and gas industry and when the application is one or more of the following activities: (i) industrial power generation (*i.e.*, metals, pulp and paper, and waste to energy), (ii) cogeneration (“Cogen”), (iii) combined heat and power (“CHP”), (iv) hybrid power generation, (v) combined cycle for utility/IPP and (vi) conventional (including, without limitation, simple cycle power plants) and nuclear power generation for utility/IPP including Cogen, CHP and biomass, and (B) any and all areas inside the oil and gas industry where the Parties have agreed the GE Power business unit has exclusivity in the Exclusive Distribution Agreement Term Sheets for Exclusive Products and Exclusive Services.

(eee) “Receiving Party” has the meaning set forth in Section 5.01.

(fff) “Representatives” means, with respect to a Person, the Affiliates of such Person and the directors, officers, partners, employees, agents, consultants, contractors, advisors, legal counsel, accountants and other representatives of such Person and its Affiliates.

(ggg) “Shared Patents” means the patents listed on Exhibit J together with all continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions, in each case of the foregoing, owned by GE or any of its Affiliates but excluding any Transferred Patents.

(hhh) “Side Letter” means that certain Side Letter entered into by GE and the Company, dated as of the date hereof, the subject line of which begins “RE: Following aspects of that certain Amended and Restated Intellectual Property Cross License Agreement...” (as amended, modified or supplemented from time to time in accordance with its terms).

(iii) “Signing Date” means October 30, 2016.

(jjj) “Software” means computer software, programs and databases in any form or format, including compilations, tool sets, data compilers, higher level or “proprietary” language and macros, Internet web sites, web content and links, all versions, updates, corrections, enhancements, replacements and modifications thereof, and all documentation, flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying media and materials related thereto, whether in source code, object code or human readable form.

(kkk) “Solution Offering” means the sale of products, parts, equipment, services, technology and systems to third-party end-user customers as part of a broader equipment or service solution or system for such customer or as part of a repair, replacement, enhancement or upgrade of such broader solution or system.

(lll) “Stockholders Agreement” means that certain Stockholders Agreement entered into by GE and Baker Hughes, a GE company, dated as of July 3, 2017 (as amended, modified or supplemented from time to time in accordance with its terms).

(mmm) “Subsidiary” means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

(nnn) “Transaction Agreement” has the meaning set forth in the Recitals.

(ooo) “Transferred Patents” means the patents listed on Exhibit K together with all continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions, in each case of the foregoing, owned by Company or any of its Affiliates.

(ppp) “Transportation Dockets” means the patents and patent applications listed on Exhibit J-1 together with all foreign counterparts and continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions.

(qqq) “Use” means, with respect to Intellectual Property, to use, practice, reproduce, distribute, perform, transmit, display and otherwise exploit; to use for research and development purposes; to prepare modifications, derivative works or improvements based upon; and to make, have made, sell, distribute, offer to sell, have sold, import, export, lease and otherwise commercialize or dispose of, in each case, products and services that embody such Intellectual Property.

Section 1.02 Interpretations. When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article, Section or Exhibit to this Agreement unless otherwise indicated. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” Any references in this Agreement to “the date hereof” refers to the date of execution of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to “this Agreement,” “hereof,” “herein,” and “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement and include exhibits or other attachments to this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. The Parties have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement or interim drafts of this Agreement. Unless specifically stated herein that a particular provision of this Agreement should be given effect in lieu of a conflicting provision in the Transaction Agreement, to the extent that any provision contained in the Transaction Agreement conflicts with, or cannot logically be read in accordance with, any provision of this Agreement, the provision contained in the Transaction Agreement shall prevail.

**ARTICLE II
LICENSE GRANT**

Section 2.01 Grant from GE to Company.

(a) Subject to the terms and conditions of this Agreement, GE hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to Company and its Affiliates a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, non-sublicensable, non-transferable (except as provided in Section 6.01), perpetual (except as provided in Section 4.02) right and license to allow employees, directors and officers of Company or any of its Affiliates to (i) Use the GE Intellectual Property solely within the Company Field and (ii) Use any GE Specific Fields Intellectual Property solely in the manner and within the field in which such Intellectual Property is Used or Held for Use by Company or the applicable Affiliate as of the Signing Date; provided, however, as a condition to having any product or service made by any third party pursuant to the foregoing sentence, Company and its Affiliates will obtain a written agreement from such third party in form and substance reasonably satisfactory to GE: (A) with confidentiality undertakings that are no less restrictive than those contained in this Agreement; and (B) that provides that such third party will make such products or services only on behalf of and at the direction of Company and its Affiliates. For the avoidance of doubt, except as permitted under Section 2.01(a)(ii), nothing in this Agreement grants the Company or its Affiliates any rights to Use any GE Existing IP or GE Future IP directed to any of the GE Specific Fields except as expressly provided for in Exhibit F.

(b) Subject to the terms and conditions of Article V, Company and its Affiliates may permit their suppliers, contractors, distributors and consultants to exercise any or all of the rights and licenses granted to Company and its Affiliates under Section 2.01(a) on behalf of and at the direction of Company and its Affiliates (and not for the benefit of such suppliers, contractors and consultants).

(c) Subject to the terms and conditions of this Agreement, notwithstanding the license granted in Section 2.01(a), GE hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to Company and its Affiliates an irrevocable, royalty-free, fully paid-up, worldwide, non-transferable (except as provided in Section 6.01) right and license to allow employees, directors and officers of Company or any of its Affiliates (i) to practice the Shared Patents solely within the Company Field and (ii) (A) to sublicense the Shared Patents to customers and vendors of the Company and any of its Affiliates as necessary to commercialize Company's or any of its Affiliate's products and services and (B) to sublicense in all fields of use other than the GE Field. The foregoing license granted within the Company Field shall be exclusive except with respect to GE and its Affiliates. For the avoidance of doubt, each of GE and its Affiliates retain the right to use the Shared Patents in all fields of use, with (A) rights to sublicense to customers and vendors of GE and any of its Affiliates as necessary to commercialize GE's or any of its Affiliate's products and services and (B) full rights to sublicense in all fields of use other than the Company Field.

(d) Subject to the terms and conditions of this Agreement, notwithstanding the license granted in Section 2.01(a), GE hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to the Company and its Affiliates a non-exclusive irrevocable, royalty-free, fully paid-up, worldwide, non-transferable (except as provided in Section 6.01) right and license to allow employees, directors and officers of Company or any of its Affiliates to (i) Use the Transportation Dockets in all fields of use and (ii) sublicense the Transportation Dockets in the Company Field to customers and vendors of Company and any of its Affiliates as necessary to commercialize Company's or any of its Affiliate's products and services.

(e) Subject to the terms and conditions of this Agreement, notwithstanding the license granted in Section 2.01(a), GE hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to Company and its Affiliates an irrevocable, royalty-free, fully paid-up, worldwide, non-transferable (except as provided in Section 6.01) right and license to allow employees, directors and officers of Company or any of its Affiliates to (i) Use the Horizontal Dockets in all fields of use (it being understood that the foregoing license shall be exclusive in the Company Field and non-exclusive in all other fields of use) and (ii) sublicense the Horizontal Dockets in the Company Field to customers and vendors of Company and any of its Affiliates as necessary to commercialize Company's or any of its Affiliate's products and services.

Section 2.02 Grant from Company to GE and its Affiliates.

(a) Subject to the terms and conditions of this Agreement, Company hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to GE and its Affiliates a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, non-sublicensable, non-transferable (except as provided in Section 6.01), perpetual (except as provided in Section 4.02) right and license to allow employees, directors and officers of GE or any of its Affiliates to: (i) Use the Company Intellectual Property solely within the GE Field; and (ii) Use the Company Specific Fields Intellectual Property solely in the manner and within the field in which such Intellectual Property is Used or Held for Use by GE or the applicable Affiliate as of the Signing Date; provided, however, as a condition to having any product or service made by any third party pursuant to the foregoing sentence, GE and its Affiliates will obtain a written agreement from such third party in form and substance reasonably satisfactory to the Company: (A) with confidentiality undertakings that are no less restrictive than those contained in this Agreement; and (B) that provides that such third party will make such products or services only on behalf of and at the direction of GE and its Affiliates. For the avoidance of doubt, except as permitted under Section 2.02(a)(ii), Section 2.02(c) or Section 2.02(d), nothing in this Agreement grants GE or its Affiliates any rights to Use any Company Existing IP or Company Future IP directed to any of the GE Specific Fields except as expressly provided for in Exhibit F.

(b) Subject to the terms and conditions of Article V, GE and its Affiliates may permit their suppliers, contractors, distributors and consultants to exercise any or all of the rights and licenses granted to GE and its Affiliates under Section 2.02(a) on behalf of and at the direction of GE and its Affiliates (and not for the benefit of such suppliers, contractors and consultants).

(c) Subject to the terms and conditions of this Agreement, notwithstanding the license granted in Section 2.02(a), Company hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to GE and its Affiliates a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, non-transferable (except as provided in Section 6.01) right and license to allow employees, directors and officers of GE or any of its Affiliates to Use the Transferred Patents in all fields of use. The foregoing license grant includes the right to sublicense to customers and vendors of GE and any of its Affiliates to commercialize GE's or any of its Affiliate's products and services.

(d) Subject to the terms and conditions of this Agreement, notwithstanding the license granted in Section 2.02(a), Company hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to GE, its Affiliates and GE Digital LLC an irrevocable, royalty-free, fully paid-up, worldwide, non-transferable (except as provided in Section 6.01) right and license to allow employees, directors and officers of GE, any of its Affiliates or GE Digital (i) to Use the Digital Dockets in all fields of use (it being understood that the foregoing license shall be exclusive within the Digital Field, other than with respect to Company and its Affiliates, and non-exclusive for all other fields of use) and (ii) sublicense the Digital Dockets in the Digital Field to customers and vendors of GE Digital, GE and any of GE's Affiliates as necessary to commercialize GE Digital's, GE or any of GE's Affiliate's products and services.

(e) Subject to the terms and conditions of this Agreement, notwithstanding the license granted in Section 2.02(a), Company hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to GE and its Affiliates an irrevocable, royalty-free, fully paid-up, worldwide, non-transferable (except as provided in Section 6.01) right and license to allow employees, directors and officers of GE or any of its Affiliates (i) to Use the Power Dockets in all fields of use (it being understood that the foregoing license shall be exclusive within the Power Field, other than with respect to Company and its Affiliates, and non-exclusive for all other fields of use) and (ii) sublicense the Power Dockets in the Power Field to customers and vendors of GE Power and any of its Affiliates as necessary to commercialize GE Power's or any of its Affiliate's products and services.

Section 2.03 Third Party Licenses. To the extent that any Intellectual Property licensed under Sections 2.01 or 2.02 is owned by a third party, the license of such Intellectual Property under this Agreement shall be subject to all of the terms and conditions of the relevant agreement with such third party pursuant to which such Intellectual Property has been licensed to the GE or the Company, as applicable.

Section 2.04 Improvements. As between the Parties, and unless otherwise agreed to by the Parties, Improvements made after the Closing Date and all Intellectual Property rights therein shall be owned by the Party making such Improvement. For the avoidance of doubt, neither Party shall own any Intellectual Property rights licensed to such Party hereunder.

Section 2.05 Section 365(n) of the Bankruptcy Code. All rights and licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. The Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code.

Section 2.06 Customers. Each Party agrees that it shall use reasonable efforts to not knowingly bring any legal action or proceeding against, or otherwise communicate with, any customer of the other Party with respect to any alleged infringement, misappropriation or violation of any Intellectual Property of such Party to the extent licensed hereunder based on such customer's use of the other Party's products or services without first providing the other Party written notice of such alleged infringement, misappropriation or violation.

Section 2.07 Reservation of Rights.

(a) All rights not expressly granted by a Party hereunder are reserved by such Party. Without limiting the generality of the foregoing, the Parties expressly acknowledge that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses expressly set forth in this Article II. The licenses granted in Sections 2.01 and 2.02 are subject to, and limited by, any and all licenses, rights, limitations and restrictions with respect to, as applicable, the GE Intellectual Property, GE Specific Fields Intellectual Property, Company Specific Fields Intellectual Property and the Company Intellectual Property previously granted to or otherwise obtained by any third party that are in effect as of the Closing or, with respect to the Shared Patents, Digital Dockets, Transportation Dockets, Power Dockets, Horizontal Dockets and the Transferred Patents, the date hereof. For the avoidance of doubt, except as permitted under Section 2.01(a)(ii), Section 2.01(c)-(e), Section 2.02(a)(ii) and Section 2.02(c)-(e), the Company shall not, and shall cause its Affiliates to not, Use the GE Intellectual Property, or the Shared Patents in the GE Field and GE shall not, and shall cause its Affiliates to not, Use the Company Intellectual Property in the Company Field.

(b) The Company agrees that, as between the Parties, except for those rights expressly granted to the Company under this Agreement, all worldwide right, title and interest in and to the GE Intellectual Property, the Shared Patents, Transportation Dockets, Horizontal Dockets and GE Specific Fields Intellectual Property, including the right to claim priority therein, are and shall remain the exclusive property of GE. GE agrees that, as between the Parties, except for those rights expressly granted to GE under this Agreement, all worldwide right, title and interest in and to the Company Intellectual Property, the Transferred Patents, Digital Dockets, Power Dockets and Company Specific Fields Intellectual Property, including the right to claim priority therein, are and shall remain the exclusive property of the Company.

(c) Except as expressly contemplated in any of the other Long-Term Ancillary Agreements, the Parties acknowledge and agree that the licenses granted herein to the Company do not extend to, or grant rights under, any other Intellectual Property that is licensed or otherwise provided to the Company and/or its Affiliates pursuant to any of the other Long-Term Ancillary Agreements and any additional agreements entered into thereunder, including the GE Digital Master Products and Services Agreement. The Company's and/or its Affiliates' (as applicable) rights and obligations with respect to Intellectual Property licensed or otherwise provided to the Company and/or its Affiliates under any of the other Long-Term Ancillary Agreements are dictated solely by the terms and conditions of such Long-Term Ancillary Agreement(s) under which such Intellectual Property is specifically licensed.

(d) This Agreement shall not grant (i) to the Company or any of its Affiliates any right or license to any GE Intellectual Property, GE Specific Fields Intellectual Property, Shared Patents, Transportation Dockets, Horizontal Dockets or Software owned by, or licensed to, GE Digital LLC or (ii) to GE Digital LLC any right or license to any Company Intellectual Property, Transferred Patents, Power Dockets or Software owned by, or licensed to, the Company. Any such Intellectual Property and Software is licensed solely pursuant to the Amended and Restated GE Digital Master Products and Services Agreement, entered into by and between GE Digital LLC and Baker Hughes, a GE company, LLC dated as of the date hereof.

Section 2.08 Access. For the avoidance of doubt, nothing in this Agreement shall be interpreted as requiring either Party (i) to transfer to the other Party or (ii) to grant to the other Party access to, in each case of (i) and (ii), technological embodiments (including Software) of, or know-how or Confidential Information related to GE Intellectual Property, GE Specific Fields Intellectual Property, Shared Patents, Transportation Dockets, Horizontal Docket, Company Specific Fields Intellectual Property, Company Intellectual Property, Digital Dockets, Power Dockets or Transferred Patents, as the case may be. Any transfer or grant of access by either Party to such technological embodiments, know-how and Confidential Information shall be made solely pursuant to the terms of the Intercompany Services Agreement.

ARTICLE III COVENANTS

Section 3.01 Further Assistance. Each Party hereby covenants and agrees that it shall, at the request and expense of the other Party, use commercially reasonable efforts to assist the other Party in its efforts to obtain any third-party consent, approval or waiver necessary to enable such other Party to obtain a license to any Intellectual Property that, that (i) as of July 3, 2017 for the Intellectual Property licensed pursuant to Section 2.01(a) and Section 2.02(a) and as of the date of this Agreement for purposes of the Intellectual Property licensed pursuant to Section 2.01(c) and Section 2.02(c) and (ii) but for the requirements set forth in Section 2.03, would be the subject of a license granted pursuant to Section 2.01 or 2.02 hereunder, including by using all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Laws and execute and deliver such documents and other papers, including powers of attorney, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement; provided, however, that such Party shall not be required to seek broader rights or more favorable terms for the other Party than those applicable to such Party prior to the date hereof or as may be applicable to such Party from time to time thereafter. The Parties acknowledge and agree that there can be no assurance that such Party's efforts will be successful or that the other Party will be able to obtain such licenses or rights on acceptable terms or at all.

Section 3.02 Ownership. No Party shall represent that it has any ownership interest in any Intellectual Property of the other Party licensed hereunder.

Section 3.03 Prosecution and Maintenance. Each Party retains the sole right to protect the Intellectual Property owned by such Party at such Party's sole discretion, including deciding whether and how to file and prosecute applications to register Software, patents, copyrights (including in Software) and mask work rights included in such Intellectual Property, whether to abandon prosecution of such applications and whether to discontinue payment of any maintenance or renewal fees with respect to any patents.

Section 3.04 Third Party Infringements, Misappropriations and Violations.

(a) (1) The Company shall promptly notify GE and (2) GE shall promptly notify the Company, in each case of (1) and (2), in writing of any actual or possible material infringement, misappropriation or other violation by a third party of any Intellectual Property of the second Party being licensed hereunder that comes to the first Party's attention that is in the case of (1) within the GE Field and in the case of (2) within the Company Field. Such first Party shall also promptly notify such second Party of the identity of such third party and any evidence of such infringement, misappropriation or other violation within such first Party's custody or control that such first Party is reasonably able to provide. Except as set forth in Section 2.06, the second Party shall have the sole right to determine whether any action shall be taken in response to such infringements, misappropriations or other violations at such second Party's sole discretion.

(b) Each licensee Party shall promptly notify the licensor Party in writing upon learning of the existence or possible existence of rights held by any third party that may be infringed, misappropriated or otherwise violated by the Use of the Intellectual Property of such licensor Party (or any element or portion thereof) licensed hereunder to such licensee Party, as well as the identity of such third party and, if applicable, any evidence relating to such purported infringement, misappropriation or other violation within such licensee Party's custody or control that such licensee Party is reasonably able to provide. Such licensee Party shall cooperate fully with the licensor Party to avoid such existing or possibly existing infringement, misappropriation or violation, and, if applicable, shall discontinue the Use of such Intellectual Property that is the subject of such purported infringement, misappropriation or other violation upon the reasonable request of the licensor Party to discontinue such Use of such Intellectual Property.

(c) Each licensor Party shall promptly notify the licensee Party in writing upon learning of the existence or possible existence of rights held by any third party that may be infringed, misappropriated or otherwise violated by the Use of the Intellectual Property of such licensor Party (or any element or portion thereof) licensed hereunder to such licensee Party, as well as the identity of such third party, and, if applicable, any evidence relating to such purported infringement, misappropriation or other violation within such licensor Party's custody or control that such licensor Party is reasonably able to provide. The licensee Party shall cooperate fully with such licensor Party to avoid such existing or possibly existing infringement, misappropriation or violation, and shall discontinue the Use of such Intellectual Property that is the subject of such purported infringement, misappropriation or other violation upon the reasonable request of such licensor Party to discontinue such Use of such Intellectual Property, and shall provide such licensor Party any evidence relating to such purported infringement, misappropriation or other violation within the licensee Party's custody or control.

Section 3.05 Cooperation Regarding Restrictions and Limitations Applicable to Licensed Intellectual Property. Each Party, at the request of the other Party, agrees to use commercially reasonable, good-faith efforts to provide such other Party such copies of agreements (subject to any confidentiality restrictions that would prevent disclosure of such agreements) or other information (including summaries of the applicable limitations) that are sufficient to inform such other Party about any limitations or restrictions on the Use of the Intellectual Property licensed to it hereunder, as applicable, or other specific Intellectual Property licensed hereunder and identified by such other Party in writing to such Party, which has not already been provided to such other Party and which is not otherwise in the possession of such other Party. Such Party shall not have any liability to such other Party resulting or arising from the failure or inability to provide such agreements or information.

Section 3.06 Audit. Not more than once per year, upon thirty (30) days' advanced written notice, each licensor Party may audit (or cause an independent third party auditor to audit), during regular business hours and in a manner that complies with the building and security requirements of the licensee Party, the books, records and facilities of the licensee Party to the extent reasonably necessary to determine such licensee Party's compliance with this Agreement. Any audit conducted under this Section 3.06 shall not interfere unreasonably with the operations of such licensee Party. The licensor Party requesting the audit shall pay the costs of conducting such audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement.

ARTICLE IV TERM AND TERMINATION

Section 4.01 Term. This Agreement shall remain in full force and effect in perpetuity unless terminated in accordance with its terms.

Section 4.02 Trigger Date Termination. Upon (i) the Trigger Date (as defined in the Stockholders Agreement), (ii) the first date in which Company or its Affiliates sells primarily all of the assets of the Company and its Affiliates to a third party or (iii) the first date on which the Company ceases to conduct business, in each case of (i)-(iii), this Agreement shall terminate; provided that the respective licenses of GE Intellectual Property, GE Specific Fields Intellectual Property, Company Intellectual Property, Shared Patents, Transferred Patents, Transportation Dockets, Digital Dockets, Power Dockets, Horizontal Dockets or Company Specific Fields Intellectual Property, as applicable, shall remain in effect, subject to Section 4.04, solely for such Intellectual Property that (A) is actually in Use, or Held for Use as of the Trigger Date or the consummation of an applicable asset sale transaction or (B) was Used by GE O&G in the five (5) years prior to July 3, 2017. For the avoidance of doubt, any obligation to license GE Future IP and Company Future IP that, as of the Trigger Date or the consummation of an applicable asset sale transaction, are not actually in Use, or are not Held for Use by a licensee Party, shall terminate as of the date of such termination.

Section 4.03 No Other Termination. Except as set forth in Section 4.02, this Agreement may only be terminated upon the mutual written agreement of the Parties. In the event of a Party's breach of this Agreement, the sole and exclusive remedy of the non-breaching Party shall be to recover monetary damages and/or to obtain injunctive or equitable relief in accordance with Section 6.05.

Section 4.04 Termination of Channels. Upon the termination of any Channel (as that term is defined in the Channel Agreement) pursuant to the terms of the Channel Agreement, the respective licenses to any GE Intellectual Property or Company Intellectual Property, as applicable, Used or Held for Use by the Company or GE, respectively, in connection with such Channel shall remain in effect solely in the manner and within the field permitted for such Channel as would have been permitted under the Channel Agreement in which such Intellectual Property is Used or Held for Use as of such date of termination. For the avoidance of doubt, any obligation to license GE Future IP and Company Future IP that, as of the date of termination of a Channel, are not actually in Use, or are not Held for Use by a licensee Party in connection with such Channel, shall terminate as of the date of such termination.

Section 4.05 Survival. The rights and obligations of the Parties set forth in Article I, Article V, Article VI, Section 4.02, Section 4.04 and Section 4.05, and any right, obligation or required performance of the Parties which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement.

ARTICLE V CONFIDENTIALITY

Section 5.01 Confidential Information. The provisions of this Article V shall apply to any confidential or proprietary information or materials included in the GE Intellectual Property, GE Specific Fields Intellectual Property, Company Specific Fields Intellectual Property, Company Intellectual Property, Shared Patents, Transportation Dockets, Horizontal Dockets, Digital Dockets, Power Dockets or Transferred Patents licensed pursuant to this Agreement (“Confidential Information”). Each Party (the “Receiving Party”) shall keep all Confidential Information of the other Party (the “Disclosing Party”) that is or becomes available to the Receiving Party confidential and shall not disclose any such Confidential Information to any third party (other than its Representatives who have a “need-to-know” such Confidential Information and are authorized to receive such Confidential Information pursuant to Article II) without the prior written consent of the Disclosing Party. The Receiving Party shall exercise at least the same degree of care to safeguard the confidentiality of the Disclosing Party’s Confidential Information as it does to safeguard its own proprietary or confidential information of equal importance, but not less than a reasonable degree of care.

Section 5.02 Exclusions. The confidentiality obligations in this Article V shall not apply to any Confidential Information which:

(a) is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act or failure to act directly or indirectly by the Receiving Party),

(b) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided that the Receiving Party has no knowledge that such source was at the time of disclosure to the Receiving Party bound by a confidentiality agreement with the Disclosing Party or other obligation of secrecy which was breached by the disclosure,

(c) has been or is hereafter independently acquired or developed by the Receiving Party without reference to such Confidential Information and without otherwise violating any confidentiality agreement with or other obligation of secrecy to the Disclosing Party,

(d) was in the possession of the Receiving Party at the time of disclosure by the Disclosing Party without restriction as to confidentiality, or

(e) is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to be disclosed by any Governmental Entity or pursuant to applicable Law; provided that the Receiving Party: (i) uses all reasonable efforts to provide the Disclosing Party with written notice of such request or demand as promptly as practicable under the circumstances so that the Disclosing Party shall have an opportunity to seek an appropriate protective order or other appropriate remedy; (ii) furnishes only that portion of the Confidential Information which is in the opinion of the Receiving Party's counsel legally required; and (iii) takes, and causes its Representatives to take, all other reasonable steps necessary to obtain confidential treatment for any such Confidential Information required to be furnished.

Section 5.03 Confidentiality Obligations. The Receiving Party shall ensure, by instruction, contract or otherwise with its Representatives that such Representatives comply with the provisions of this Article V. The Receiving Party shall indemnify and hold harmless the Disclosing Party in the event of any breach by the Receiving Party's Representatives of this Article V. The Receiving Party shall promptly notify the Disclosing Party in the event that the Receiving Party learns of any unauthorized use or disclosure of such Confidential Information by it or its Representatives and shall promptly take all actions necessary to correct and prevent such use or disclosure.

ARTICLE VI GENERAL PROVISIONS

Section 6.01 Assignment.

(a) This Agreement shall not be assignable, in whole or in part, by any Party to any third party, including Affiliates of any Party, without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, this Agreement may be assigned by any Party as follows without obtaining the prior written consent of the other Party:

(i) GE, in its sole discretion, may assign this Agreement, and any or all of its rights under this Agreement, and may delegate any or all of its duties under this Agreement to any Affiliate of GE at any time;

(ii) Company, in its sole discretion, may assign this Agreement, and any or all of its rights under this Agreement, and may delegate any or all of its duties under this Agreement to any Affiliate of Company at any time; and

(iii) Subject to Section 4.02, either Party may assign any or all of its rights or delegate any or all of its duties under this Agreement to: (1) an acquirer of all or substantially all of the equity or assets of the business of each Party to which this Agreement relates; (2) an acquirer of any portion of the business of such Party to which this Agreement relates; or (3) the surviving entity in any merger, consolidation, equity exchange, reorganization or other comparable transaction involving such Party; provided, that in the case of any assignment of this Agreement, in whole or in part, in connection with (1)-(3): (A) a Party's rights and obligations under this Agreement may be assigned without requiring the assignee to assume the obligations set forth in Sections 2.06, 3.01 and 3.04, or the obligations set forth in Section 3.05 (which do not apply to an assignee); (B) the licenses granted to the assigning Party under this Agreement may only be assigned by such assigning Party with respect to Intellectual Property that is actually in Use or Held for Use in connection with the portion of the business being sold by the assigning Party as of one-hundred and fifty (150) days prior to the date that such an assignment is entered into or, in the case of (3), such a transaction is consummated, as applicable; (C) (x) the assignee shall not be obligated to grant GE or any of its Affiliates a license under any Company Future IP of such assignee and its Affiliates that is created or developed after the date of such assignment or transaction, as applicable and (y) GE shall not be obligated to grant to the assignee or any of its Affiliates a license under any GE Future IP that is created or developed after the date of such assignment or transaction, as applicable; and (D) such acquirer or surviving entity, as the case may be, executes an agreement in form and substance reasonably satisfactory to the other Party to be bound by the obligations of such Party, as applicable, under this Agreement and a copy of such assumption agreement is provided to such other Party in advance of any such assignment, or in the case of (3), the consummation of such transaction, as applicable.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their successors, legal representatives and permitted assigns. All license rights and covenants contained herein shall run with all Intellectual Property of the Parties licensed hereunder and shall be binding on any successors-in-interest or assigns thereof.

Section 6.02 Representations and Warranties; Disclaimer of Warranties.

(a) GE represents and warrants that, as of the date hereof and to the knowledge of Buckmaster de Wolf and Cecilia Vega without any duty of inquiry, Company has not violated any of its obligations under the Original Intellectual Property Cross License Agreement not to use GE's or any of its Affiliates' Intellectual Property that is directed to the IIOT Enabling Field.

(b) Except for any patents or applications that GE no longer owns as of the date hereof and the Transportation Patent Family (as that term is defined in the Side Letter), GE represents and warrants that, as of the date hereof and to its knowledge, Exhibit J and Exhibit K list all patents and patent applications which were transferred to GE to effectuate the transaction contemplated by the Transaction Agreement and Plan of Merger and for which GE O&G had been previously designated as the Responsible Business in PAGE (whether or not currently in Use by BHGE).

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE INTELLECTUAL PROPERTY LICENSED BY THE PARTIES PURSUANT TO THIS AGREEMENT IS FURNISHED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT, QUALITY, USEFULNESS, COMMERCIAL UTILITY, ADEQUACY, COMPLIANCE WITH ANY LAW, DOMESTIC OR FOREIGN, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR THE VALIDITY OF SUCH INTELLECTUAL PROPERTY. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR CLAIMS ARISING FROM FRAUD, WILLFUL MISCONDUCT ON THE PART OF A PARTY OR A BREACH OF ARTICLE V BY A PARTY, NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON SUCH OTHER PARTY OR ANY OTHER PERSON, INCLUDING ANY SUCH LIABILITY ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF ANY PRODUCTS OR THE PRACTICE OF THE INTELLECTUAL PROPERTY LICENSED HEREUNDER; (B) THE USE OF OR ANY ERRORS OR OMISSIONS IN ANY SUCH INTELLECTUAL PROPERTY; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

Section 6.03 Consequential and Other Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (PROVIDED THAT ANY SUCH LIABILITY WITH RESPECT TO A THIRD-PARTY CLAIM SHALL BE CONSIDERED DIRECT DAMAGES) OF THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 6.04 Assumption of Risk.

(a) Company, on behalf of itself and its Affiliates, hereby assumes all risk and liability in connection with Company's and its Affiliates' Use of the GE Intellectual Property, Shared Patents, Transportation Dockets, Horizontal Dockets and the GE Specific Fields Intellectual Property.

(b) GE, on behalf of itself and its Affiliates, hereby assumes all risk and liability in connection with GE's and its Affiliates' Use of the Company Intellectual Property, Transferred Patents, Digital Dockets, Power Dockets and the Company Specific Fields Intellectual Property.

Section 6.05 Governing Law; Submission to Jurisdiction; Specific Performance.

(a) This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. The Parties consent specifically to the personal and exclusive jurisdiction of any state or federal court having subject matter jurisdiction in the County of New York, State of New York for any action or proceeding to enforce any award of the arbitrators pursuant to Section 6.12 or the provisions set forth in Section 6.12, and any action for injunctive relief, and irrevocably waive their right to contest venue in any such courts. Each of the Parties agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The successful Party in any action seeking enforcement of this Agreement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the other Party.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

Section 6.06 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing or electronic mail and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by electronic delivery with receipt confirmed, delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.06):

If to GE and its Affiliates, to:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (617) 428-8402
Email: jim.waterbury@ge.com

If to Company to:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

with a copy to (which copy will not constitute notice):

Baker Hughes, a GE company, LLC
14490 Yorktown Plaza Dr.
Houston, Texas 77040
Attention: Al Riddle
Telephone: (281) 231-3091
Email: al.riddle@bhge.com

Section 6.07 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 6.08 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties with respect to the subject matter of this Agreement, except the Transaction Agreement and the Long-Term Ancillary Agreements.

Section 6.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their Affiliates, permitted sublicensees, successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.10 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties to this Agreement. No waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 6.12 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement (“Dispute”) shall be resolved in accordance with Exhibit A.

Section 6.13 No Waiver. Failure by either Party at any time to enforce or require strict compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of such Party to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision. The waiver of any term, condition or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver shall not be construed as a waiver of any other term, condition or provision, nor as a waiver of any subsequent breach of the same term, condition or provision, except as provided in a signed writing.

Section 6.14 Relationship of the Parties. Subject to Section 3.01, nothing contained herein is intended or shall be deemed to make any Party the agent, employee, partner or joint venturer of the other Party or be deemed to provide such Party with the power or authority to act on behalf of the other Party or to bind the other Party to any contract, agreement or arrangement with any other individual or entity.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, GE and Company have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

November 13, 2018

General Electric Company
Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (617) 428-8402
Email: jim.waterbury@ge.com

Re: Following aspects of that certain Amended and Restated Intellectual Property Cross License Agreement, by and between General Electric Company and Baker Hughes, a GE company, LLC, dated as of the date hereof (the “**Amended and Restated Intellectual Property Cross License Agreement**”)

Ladies and Gentlemen:

We are writing to confirm our understanding and agreement regarding the Amended and Restated Intellectual Property Cross License Agreement. The statements below are all subject to the occurrence of the Effective Date (as that term is defined in the Amended and Restated Intellectual Property Cross License Agreement). If the Effective Date fails to occur, none of GE, GE Digital LLC, GE Power or the Company shall have any obligations under this letter agreement. Statements 2 and 3 below are further subject to Wabtec Corporation providing its consent.

1. GE shall transfer the Transferred Patents to the Company as of the Effective Date.
 2. Subject to obtaining necessary consents from Wabtec Corporation, which GE and GE Transportation’s BD teams will work in good faith to obtain, GE shall transfer as of the Effective Date the Transportation Dockets to the GE entity that will be contributed to the merged entity in connection with the Agreement and Plan of Merger dated as of May 20, 2018 among General Electric Company, Transportation Systems Holdings Inc., Westinghouse Air Brake Technologies Corporation and Wabtec US Rail Holdings, Inc.
 3. Subject to obtaining necessary consents from Wabtec Corporation, which GE and GE Transportation’s BD teams will work in good faith to obtain, GE Transportation shall file continuation-in-part applications on patents and patent applications listed in Appendix A (“**Transportation Patent Family**”) with additional subject matter and claims specific to the transportation space by the Effective Date. Such continuation-in-part patent applications will be owned by GE Transportation. GE Transportation shall transfer the Transportation Patent Family to BHGE within 30 days following the filing of such continuation-in-part patent applications.
 4. GE Digital LLC shall transfer the Digital Dockets to BHGE as of the Effective Date.
 5. GE Power shall transfer the Power Dockets to BHGE as of the Effective Date.
-

6. This letter agreement is supplemental to the Amended and Restated Intellectual Property Cross License Agreement and incorporates its terms by this reference. To the extent of any conflict between this letter agreement and the Amended and Restated Intellectual Property Cross License Agreement, this letter agreement shall control.
7. The Parties shall take any additional actions necessary or requested to effectuate the transactions contemplated by this letter agreement and agree that each Party shall be entitled to equitable relief (without the need to post any bond) to specifically enforce the terms of this letter agreement (in addition to all other remedies to which such Party may be entitled at law or in equity). This letter agreement shall be governed by the laws of the State of New York. Capitalized terms used in this letter agreement shall have the meanings in the Amended and Restated Intellectual Property Cross License.

Sincerely,

BAKER HUGHES, A GE COMPANY, LLC

By /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

GENERAL ELECTRIC COMPANY

By /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated as of November 13, 2018, is made and entered into by and between General Electric Company, a New York corporation ("GE" or "Licensor"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Licensee").

WHEREAS, on July 3, 2017, the Parties entered into a certain Trademark License Agreement (the "Original Agreement") in connection with the consummation of the transactions contemplated by that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among Licensor, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation, and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among Licensor, BHI, Baker Hughes, a GE company, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Merger Agreement"), Licensor and BHI have agreed to combine GE O&G (as defined below) with BHI and have effected or agreed to effect the Transactions (as defined herein); and

WHEREAS, in connection with entry into that certain Master Agreement between the Parties and certain Affiliates thereof, dated as of even date herewith, the Parties desire to amend and restate the Original Agreement on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Licensee hereby amend and restate the Original Agreement in its entirety as follows:

I. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to such terms in the Merger Agreement. The following terms as used in this Agreement have the meanings set forth in this Article I:

A. "Affiliate" means, with respect to a Party, any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (1) references to Licensor's "Affiliates" shall be deemed to exclude the Licensee Group and (2) references to Licensee's "Affiliates" shall be deemed to exclude Licensor and its Subsidiaries that are not within the Licensee Group.

B. "Channel Agreement" means that certain Channel Agreement entered into by and between Licensor and Baker Hughes, a GE company, dated as of July 3, 2017 (as it may be amended, supplemented or modified from time to time).

C. “Channel Products” means products, parts, equipment, services, technology and systems listed on Exhibit A, to the extent, in each case: (i) such products, parts, equipment, services, technology and systems are (A) sold as an individual item or (B) if sold as part of a Solution Offering, constitute at least a majority of the aggregate estimated or projected value of such Solution Offering and (ii) Licensee can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (A) GE O&G was engaged in the sale thereof or (B) such products, parts, equipment, services, technology and systems were contemplated or being developed or designed by GE O&G, including, in the case of both clauses (i) and (ii), any reasonably foreseeable enhancements or extensions thereof, including by further investments therein, provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology and system listed on Exhibit A.

D. “Company Field” means the field of offering: (i) (A) O&G Products and Services and (B) Channel Products, in each case of (A) and (B), to O&G Customers, (ii) the Non-Exclusive Fields and (iii) the O&G Products and Services listed on Exhibit B.

E. “Effective Date” means the Closing Date.

F. “GE Group” means GE and its Subsidiaries from time to time other than Baker Hughes, a GE company, and its Subsidiaries; provided that any Person who at any time is a member of the GE Group shall cease being a member of the GE Group if at any time it is no longer a Subsidiary of GE; provided, further that “GE Group” shall not include (i) any Person that purchases assets, operations or a business from a member of the GE Group if such Person is not a Subsidiary of GE after such transaction is consummated, and (ii) any Subsidiary of GE in which a Person who is not an Affiliate of GE holds equity interests and with respect to whom a member of the GE Group, on the Closing Date, has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) which exclude GE’s ability to impose on the subject Subsidiary GE’s obligations applicable herein. For clarity, any references to an applicable business unit of GE shall be also to the successor of such GE business unit within the GE Group.

G. “GE O&G” means GE’s Oil & Gas business described in the segment disclosures in GE’s annual report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2015, as reflected in the GE O&G Financial Statements.

H. “Governmental Entity” means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

I. “Intercompany Services Agreement” means that certain Intercompany Services Agreement entered into by and between Licensor and Licensee, dated as of July 3, 2017 (as it may be amended, supplemented or modified from time to time).

J. “IP Cross License Agreement” means that certain Amended and Restated Intellectual Property Cross License Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and Licensee.

K. “Law” means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

- L. “Licensed Form” means (i) “Baker Hughes, a GE company”, or (ii) “BHGE”.
- M. “Licensed Marks” means and is limited to (i) the word mark GE and (ii) the GE monogram.
- N. “Licensee Group” means the Licensee and its Subsidiaries.
- O. “Marks” means trademarks, service marks, trade names, service names, taglines, slogans, industrial designs, brand names, brand marks, trade dress rights, Internet domain names, identifying symbols, logos, emblems, signs or insignia, meta tags, website search terms and key words, including all goodwill associated with the foregoing.
- P. “Non-Competition Agreement” means that certain Non-Competition Agreement entered into by and between Licensor and Licensee, dated as of July 3, 2017 (as it may be amended, supplemented or modified from time to time).
- Q. “Non-Exclusive Fields” means the field of offering: (i) agricultural chemicals to the agricultural industry, (ii) low molecular weight olefin polymers and copolymers and (iii) geothermal exploration, drilling, evaluation, completion, well intervention, stimulation or production in and of geothermal reservoirs.
- R. “O&G Activities” means the following oil and gas activities: (i) exploration (including seismic surveying), drilling, evaluation (including reservoir and reserves analysis), completion, well intervention, stimulation or production in and of reservoirs; (ii) liquefied natural gas; (iii) compression and boosting liquids (*i.e.*, pumps) in upstream, midstream and downstream; (iv) pipeline inspection, pipeline commissioning and pipeline integrity management; (v) processing in refineries and petrochemical (including fertilizer) plants; or (vi) production chemicals in the upstream and additive chemicals in the downstream.
- S. “O&G Customers” means (i) companies engaged in the oil and gas industry (but excluding their Affiliates or business units, as applicable, that are not so engaged) in O&G Activities or (ii) the customers of the Licensee Group with respect to the products, parts, equipment, services, technology or systems provided by the Licensee pursuant to the Channel Agreement.
- T. “O&G Products and Services” means products, parts, equipment, services, technology and systems (a) for use in the O&G Activities (including digital products, parts, equipment, services, technology and systems that are offered by the members of the GE Group other than the GE Digital business unit) or (b) listed on Exhibit B, and solely with respect to clause (b), which the Licensee can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date, (i) GE O&G was engaged in the sale thereof or (ii) were contemplated or being designed by GE O&G, including any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology or system listed on Exhibit B, and excluding, with respect to both clauses (a) and (b), the products, parts, equipment, services, technology and systems of GE Digital business unit.

U. “Party” means Licensor and Licensee individually, and “Parties” means Licensor and Licensee collectively.

V. “Person” means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

W. “Products” and “Services” means, respectively, and is limited to products sold and services rendered as of and after the Effective Date by Licensee in the conduct of Licensee’s business.

X. “Signing Date” means October 30, 2016.

Y. “Solution Offering” means the sale of products, parts, equipment, services, technology and systems to third party end-user customers as part of a broader equipment or service solution or system for such customer or as part of a repair, replacement, enhancement or upgrade of such broader solution or system.

Z. “Standards of Quality” means:

1. at least the same high standards of quality, appearance, service and other standards pertaining to the Licensed Marks that are observed immediately prior to the Closing Date by Licensor in its businesses; and

2. additional standards similar to the types of standards listed in 1 of this definition, if any, which Licensor may otherwise reasonably specify to Licensee or approve in writing from time to time so long as such standards are also applied across other similar GE businesses where such additional standards are applicable to the operation of such businesses.

AA. “Stockholders Agreement” means that certain Stockholders Agreement entered into by Licensor and Baker Hughes, a GE company, dated as of July 3, 2017 (as amended, modified or supplemented from time to time in accordance with its terms).

BB. “Subsidiary” means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

CC. “Trigger Date” means the first date on which members of the GE Group cease to beneficially own more than fifty percent (50%) of the voting power of the outstanding Company Common Stock (as defined in the Stockholders Agreement).

II. LICENSE GRANT

A. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a world-wide, exclusive (except for (i) the Non-Exclusive Fields and (ii) any fields within the Company Field where Licensor or any of its Affiliates operate as of July 3, 2017, and any reasonably foreseeable enhancements or extensions thereof (including by further investments therein) (subject to the terms of the Non-Competition Agreement), within which, in each case of (i) and (ii), the license shall be non-exclusive), non-transferable (other than as set forth in Section XII.E below), royalty-bearing, fully paid-up (other than with respect to the royalties described in Article VIII) license, with no right to sublicense (other than to Licensee's Subsidiaries and Baker Hughes, a GE company (collectively, the "Permitted Sublicensees")), to use, solely in the Company Field, the Licensed Marks (excluding as part of "BHGE", except where such use is to state Licensee's (and/or any Permitted Sublicensee's) actual corporate name to indicate such entity is providing such Products and Services) in connection with Products and Services, solely during the Term (as defined below) and solely in accordance with the requirements of Article IV and the Standards of Quality set forth herein. Licensee may permit its suppliers, contractors, distributors, consultants and customers (solely for the purpose of demonstrating that such customers do business with Licensee or its Affiliates) to exercise certain rights and licenses granted to Licensee hereunder on behalf of and at the direction of Licensee solely in accordance with GE's Brand Central Guidelines (described below).

B. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a world-wide, non-exclusive, non-transferable (other than as set forth in Section XII.E below), royalty-bearing, fully paid-up (other than with respect to the royalties described herein) license, with no right to sublicense (other than to Permitted Sublicensees), to use the Licensed Marks in Licensee's (and/or any Permitted Sublicensee's) corporate name (including as part of "BHGE"), solely during the Term (as defined below) and solely in accordance with the requirements of Article V. Licensee may permit its suppliers, contractors, distributors, consultants and customers (solely for the purpose of demonstrating that such customers do business with Licensee or its Affiliates) to exercise certain rights and licenses granted to Licensee hereunder on behalf of and at the direction of Licensee solely in accordance with GE's Brand Central Guidelines (described below).

C. Licensor shall permit Licensee and its Subsidiaries to use any stock conveyed from GE to Licensee and its Subsidiaries under the Merger Agreement that exists as of the Closing Date bearing (also as of the Closing Date) the Licensed Marks and similar trademarks, either alone or in combination with other words, for not more than one (1) year after the Closing Date to transition from such use of such trademarks to using the Licensed Marks in accordance with this Agreement.

D. Licensee shall be responsible for the actions of each of its Permitted Sublicensees as if they were its own actions. Licensee shall cause the Permitted Sublicensees to comply with the terms and conditions of this Agreement.

E. The rights granted in Section II.A and II.B include the right to use the Inspira font in connection therewith during the Term.

F. Without limiting any of the rights granted in Section II.A or II.B, Licensor, on behalf of itself and its Subsidiaries, hereby consents (to the extent that such consent would otherwise be required), for the Term, to Licensee's (or its applicable Permitted Sublicensee's or successor's) use of "BHGE" as its stock ticker on any and all exchanges, now or later existing, and to make reference to such stock ticker (and permit others to make reference to such stock ticker), for any lawful purposes, in any and all media, now known or hereafter devised.

G. Subject to Section II.H, any rights not granted to Licensee in this Agreement are specifically reserved by and for Licensor. Licensee hereby accepts this grant of license, subject to the terms and conditions set forth in this Agreement.

H. Nothing in this Agreement shall prohibit or limit the ability of, or require Licensor's prior written consent for, Licensee and its Permitted Sublicensees to make any use of the Licensed Marks that (i) constitutes fair use under applicable Law or (ii) does not infringe, violate, misappropriate or dilute the rights of Licensor in the Licensed Marks.

III. EXAMINATION OF PRODUCTS AND SERVICES

A. Licensor shall have the right to supervise and control the use of the Licensed Marks by Licensee with respect to the nature and quality of the Products and Services designed, performed, distributed, sold or otherwise commercialized by Licensee for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor and its Affiliates. The Parties will meet (i) within one (1) month of the Effective Date and (ii) on a semi-annual basis after the Effective Date, in the case of both (i) and (ii), to discuss in good faith (1) the use of the Licensed Marks in connection with Products and Services, including the provision of samples of such uses by Licensee to Licensor, as well as all digital uses or uses in any other medium and (2) any material changes Licensor plans to the Licensed Marks that impact Licensee. The meeting between the Parties in accordance with (i) of the previous sentence shall specifically address Licensee's use of the Licensed Marks on Products and Services that did not bear the Licensed Marks before the Effective Date. The Parties shall discuss during the meetings contemplated in this paragraph any overlap between the Products and Services offered pursuant to the terms hereof and any products and services offered by Licensor that bear any Licensed Mark. Licensor shall consider in good faith Licensee's input on steps to be taken by the Parties to avoid any consumer confusion arising from any such overlap that would otherwise be permissible under the Non-Competition Agreement. Licensee shall take any steps requested by Licensor to avoid such consumer confusion; provided, that any such steps are reasonable under the circumstances and are only to the extent necessary to avoid consumer confusion. The meetings that take place between the Parties in accordance with this paragraph between the Effective Date and one (1) year thereafter shall specifically address the status of the transition by Licensee in accordance with Section II.C herein to the use of the Licensed Marks in accordance with this Agreement.

B. For the meeting in accordance with Section III.A to take place one (1) year from the Effective Date, Licensee shall provide to Licensor a summary of Licensee's planned activities, pursuant to the requirements listed in Exhibit C hereto, with respect to Products and Services, as of such date, under this Agreement for the following year. For such meetings to take place each year thereafter, at least thirty (30) days prior to the second meeting of that year, Licensee shall provide Licensor with an annual plan for the subsequent year. Each annual plan will include the subject matters identified on Exhibit C hereto. For the avoidance of doubt, the Parties agree that the annual plan will express Licensee's current intentions with respect to its planned activities for the year; however, for the further avoidance of doubt, Licensee will not be limited to the activities set forth in the annual plan.

C. For all of the meetings in accordance with Section III.A(ii), Licensee shall present to Licensor a summary of its activities for the prior six (6) month period, including marketing activities. At such meetings, Licensor may provide general direction with respect to such activities for the purpose of maintaining consistency with the image and goodwill of the Licensed Marks in accordance with this Agreement.

D. In order to promote adherence to the Standards of Quality and for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor, Licensor shall have the right to obtain from Licensee, upon reasonable notice, reasonable information as to the nature and quality of the Products and Services and the manner in which the Licensed Marks are used in connection with the Products and Services.

IV. USE OF LICENSED MARKS IN CONNECTION WITH PRODUCTS AND SERVICES

A. Licensee shall use the Licensed Marks only in connection with Products and Services designed, performed, distributed, sold or otherwise commercialized by Licensee in complete accordance with all of the Standards of Quality for such Products and Services. Under the license and rights granted herein, Licensee is authorized to use the Licensed Marks only as provided in Article II.

B. Under the license and rights granted herein, Licensee is authorized to use the Licensed Marks in complete accordance with applicable Laws and shall comply with good industry practice, including the exercise of that degree of skill, diligence and foresight that can reasonably be expected from a Person who is engaged in the same type of service or manufacture under similar circumstances, consistent with applicable requirements and generally recognized industry and safety standards (collectively, "Requirements"), including use in packaging, labeling, general publicity, advertising, instruction books and other literature relating to the Products and Services and as their corporate names; provided, however, in the event of any noncompliance by Licensee with any of the Requirements as required hereunder, Licensor shall provide Licensee with notice of such noncompliance and at least seventy-five (75) days to cure such noncompliance; provided, that if the non-compliance has resulted in, or it is reasonably foreseeable that it may result in, injury or damage to persons, property or the environment, the cure period shall be thirty (30) days. Except as expressly set forth in this Section IV.B., Licensee shall upon reasonable notice comply with the rules and practices reasonably set forth in writing from time to time by Licensor with respect to the appearance and manner of use of the Licensed Marks, including such rules and practices set forth in GE's Brand Central Guidelines located at http://www.gebrandcentral.com/brand/design_library/, provided such rules and practices are applied across other similar GE businesses where such rules and practices are applicable to the operation of such businesses and are provided to Licensee in written or electronic form. In the event that Licensor requests changes to previously-approved or otherwise produced materials bearing the Licensed Marks due to changes in GE's Brand Central Guidelines, Licensee shall promptly implement the change as soon as reasonable after the date of such changes but in any

event no later than eighteen (18) months after the later of (i) the effective date of such change or (ii) Licensor's written notice to Licensee of such change, unless such change is required sooner in order to comply with applicable Law. Licensee shall be allowed to continue to distribute such materials then existing in inventory during such period, in each case unless an extension is otherwise approved in writing by Licensor. Notwithstanding anything in this Agreement to the contrary, Licensor's Brand Central Guidelines (and other written rules and practices with respect to the appearance and manner of use of the Licensed Marks) shall not apply to any uses of "BHGE"; provided that Licensee shall submit for approval to Licensor in advance any proposed uses of "BHGE" that materially differ from any uses of the Licensed Marks by Licensee prior to the date hereof (other than differences based solely on the fact that "BHGE" is being used by Licensee to a greater degree, in lieu of the Licensed Marks on a separate basis, than prior to such date), such approval not to be unreasonably withheld, conditioned or delayed; provided, further, that once a use is approved by Licensor, Licensee shall not be required to submit any substantially similar uses for approval.

C. In using the Licensed Marks, Licensee shall use commercially reasonable efforts to indicate that the Licensed Marks are registered trademarks of Licensor in accordance with standard practices with respect to the Products and Services as of the Effective Date. All websites for Products and Services that use the Licensed Marks, and all user manuals packaged with such Products, shall bear the marking: "GE is a trademark of General Electric Company. Used under trademark license." or such other reasonable marking as Licensor shall direct from time to time. Any use of the Licensed Marks not contemplated under this Agreement and inconsistent with how the Licensed Marks were used before the Effective Date, shall be adopted by Licensee only upon prior written approval by Licensor, which shall not be unreasonably conditioned, delayed or withheld.

D. Licensee shall comply with all applicable Laws pertaining to the Licensed Marks, including those pertaining to the proper use and designation of Marks and pertaining to the offering, development, distribution, promotion and sale of Products and the offering, rendering and promotion of Services, and Licensor shall comply with all applicable Laws pertaining to interactions with any Governmental Entity in connection with Licensor's enforcement and protection of the Licensed Marks in connection with this Agreement.

E. Licensor may provide notice to Licensee that Licensee's use of the Licensed Marks has resulted in or would reasonably be expected to result in a non-frivolous adverse claim against Licensor, Licensor's Affiliates or Licensee. Such notice shall include a description in reasonable detail of the facts and circumstances of the subject matter of such claim and may include a reasonable determination by Licensor that Licensee should immediately cease use of the Licensed Marks until resolution of such adverse claim. If Licensee disagrees with such determination, Licensee may continue such use of the Licensed Marks; provided, however, that Licensee shall fully indemnify Licensor for any and all losses, damages, liabilities, costs (including reasonable attorneys' fees), and expenses relating to the portion of such claim relating to Licensee's use of the Licensed Marks and only to the extent arising out of Licensee's use after the date of such notice. Licensee's continued use of the Licensed Marks pursuant to the previous sentence shall not prejudice Licensee's ability to initiate a Dispute pursuant to Section XIII. Licensee shall comply fully and promptly with all reasonable guidelines adopted from time to time by Licensor that are applied across other similar GE businesses where such guidelines are

applicable to the operation of such businesses for the purpose of distinguishing the Licensor's Marks and preventing confusion of itself and another entity, of which the Licensor provides Licensee written notice.

F. If it is required for the purpose of making this Agreement enforceable, or for the purpose of maintaining, enhancing or protecting Licensor's rights in the Licensed Marks in some jurisdictions, to record this Agreement or to enter Licensee as a registered or authorized user of the Licensed Marks, Licensor will attend (at Licensor's expense) to such recording or entry. If a particular jurisdiction in which Licensee uses the Licensed Marks requires a controlling substitute or short-form license agreement to effectuate this Agreement, the Parties shall agree on the form and any confidential information to include therein. Licensee shall promptly execute and deliver to Licensor such necessary additional instruments or documentation as Licensor may reasonably request, including execution and delivery of such controlling substitute or short-form license agreements with terms consistent with (and to the extent legally permissible in the applicable jurisdiction, identical to) this Agreement for recordation or registration in specified jurisdictions in the event that this Agreement shall be deemed by Licensor to be unsuitable for recordation or entry in such jurisdictions. The terms and conditions of this Agreement (and not the terms and conditions of such substitute or short-form license agreements entered into for recording or entry purposes) shall be binding between Licensor and Licensee throughout the world and shall govern and control any controversy that may arise with respect to each Party's rights and obligations hereunder; provided, however, that if specific terms and conditions of any such substitute or short-form license agreement differ from the comparable terms and conditions of this Agreement and only if enforcement of the comparable terms and conditions of this Agreement pursuant to this provision either would be uncertain or improper under the Laws of the applicable jurisdiction or would adversely affect Licensor's rights in and to the Licensed Marks in such jurisdiction, then the specific terms and conditions of the substitute or short-form license agreement shall be controlling in such jurisdiction.

G. Licensee shall supply Licensor with such non-confidential information concerning sales and other dispositions of Products and Services as necessary and reasonably requested by Licensor in order for Licensor to acquire, maintain and renew registrations of the Licensed Marks, to record this Agreement, to enter Licensee as a registered or authorized user of the Licensed Marks or for any purpose reasonably related to Licensor's maintenance and protection of the Licensed Marks. Licensee shall fully cooperate (at Licensor's expense) with Licensor's necessary and reasonable requests in the execution, filing, and prosecution of any registration of a Mark or copyright relating to the Licensed Marks that Licensor may desire to obtain for itself. For the foregoing purpose, Licensee shall supply to Licensor such samples, containers, labels, letterheads and other similar materials bearing the Licensed Marks as may be reasonably required by Licensor.

H. Notwithstanding Section II.A or Section II.B, Licensee will not use the Licensed Marks, nor may any particular Product or Service be marketed, distributed, offered for sale, sold, or otherwise commercialized using the Licensed Marks: (i) in any jurisdiction where registration of the Licensed Marks is not attainable by Law unless and until such Law is modified to permit registration of the Licensed Marks in such jurisdiction and the Licensed Marks have been registered in such jurisdiction (at Licensor's expense), or Licensor determines in good faith on advice of its trademark counsel that it would be preferable not to seek to register such Licensed

Marks in such jurisdiction but that there is no material impediment to the use of such Licensed Marks therein, or Licensor determines in good faith on advice of its trademark counsel that use of such Licensed Marks without registration is not likely to adversely affect Licensor's rights in and to such Licensed Marks in such jurisdiction; and (ii) in a jurisdiction where entry of Licensee as a registered or authorized user is required by Law, prior to the execution of an appropriate registered user agreement or similar agreement and the filing thereof with the appropriate Governmental Entity. Licensor shall promptly but in any case within thirty (30) days file such registrations or make such determinations upon request from Licensee. Not in limitation of the foregoing, in the event that Licensor determines that Licensee is using the Licensed Marks in a jurisdiction where such Licensed Marks are not registered in the appropriate Mark class(es) for Products and Services, Licensor at its sole discretion shall have the option to require such registration at Licensee's expense. Licensor will own all right, title and interest in and to any and all registrations and applications for registration of the Licensed Marks, whether filed before or after the Effective Date.

I. To the extent Licensee wishes to enter into any agreement relating to the placement of paid listings for "keyword" or similar website searches that consist of the Licensed Marks either alone or in combination with other words or phrases including in the Licensed Form, Licensee shall notify Licensor at least fifteen (15) days before entering into such agreement and shall consider in good faith any issues identified by Licensor during such notice period with respect to the placement of such paid listings or similar website searches. All such agreements relating to the placement of paid listings for "keyword" or similar website searches relating to the Licensed Marks shall be undertaken by Licensee at Licensee's expense. Upon expiration or termination of this Agreement, Licensee shall assign any agreements relating to the placement of listings in response to website search terms and key words that include any of the Licensed Marks to Licensor, unless such agreements by their own terms are non-assignable, in which case Licensee shall terminate such agreements.

V. USE OF LICENSED MARKS IN COMPANY NAME

A. As Licensee's corporate name, Licensee shall only use the Licensed Marks in the Licensed Form. Licensee shall not use any variation of the Licensed Marks other than in the Licensed Form as Licensee's corporate name.

B. Licensee shall operate its business in accordance with at least the same standards of quality, appearance, service and other standards that it has observed as of the Effective Date. In order to promote adherence to such standards and for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor, Licensor shall have the right to obtain from Licensee reasonable information as to the operation of Licensee's business and the manner in which the Licensed Marks are used in connection with Licensee's corporate name. If, at any time, Licensee fails, in the good-faith opinion of Licensor, to conform to the standards and other requirements set forth in this Article V, and Licensor notifies Licensee of such failure, Licensee shall take all necessary steps to conform with such standards and other requirements and shall have seventy-five (75) days from such notice to cure any nonconformities.

VI. AUDIT RIGHTS

A. Licensor and its authorized representatives shall have the right up to two (2) times per year during regular business hours, on reasonable prior notice and at Licensor's sole expense, to visit the offices and facilities of Licensee, including where Products are developed, designed, packaged, marketed, promoted, sold or serviced and Services are developed, marketed, promoted or rendered, in a manner that complies with the building and security requirements of Licensee, in order to conduct a reasonable inspection and examination of such offices and facilities and the operation of the business of Licensee, in each case, solely with respect to the Products and Services, use of the Licensed Marks and as necessary to confirm Licensee's compliance with the terms of this Agreement. Licensor and its authorized representatives shall also have the right to perform such additional visits beyond the two (2) times per year if Licensor notifies Licensee that it believes, in its good-faith opinion, the Products or Services or the use of the Licensed Marks is not in material conformance with the Standards of Quality or other material terms of this Agreement; provided, that, any such additional visits shall be conducted on reasonable prior notice describing in reasonable detail the facts and circumstances of the inspection and examination, at Licensor's sole expense and only as necessary to identify material non-conformance with the Standards of Quality or other material terms of this Agreement. Licensee agrees to furnish Licensor, from time to time as reasonably requested by Licensor, access to representative samples of all Products to which a Licensed Mark is affixed and representative samples showing all other uses of the Licensed Marks by Licensee. Upon Licensor's reasonable request, Licensee shall permit Licensor to promptly examine and audit documents, books, records and other information pertaining to the operation of Licensee's business as Licensor may reasonably require to verify that Licensee is complying with the requirements of Article V herein in conjunction with Licensee's use of the Licensed Marks in its corporate name. In conducting any such review, inspection or audit under this Article VI, Licensor shall take all steps reasonably required by Licensee to minimize disruption to Licensee's business or operations and to keep strictly confidential any information and materials received or otherwise made available to Licensor pursuant to this Article VI, including executing reasonable nondisclosure agreements and accepting redacted documents, provided that such steps and agreements shall not prevent Licensor from pursuing any claims that it may have in connection with this Agreement.

VII. PROTECTION AND ENFORCEMENT

A. In order to protect the Licensed Marks, the value of the Licensed Marks to Licensee, and the goodwill in the Licensed Marks, Licensor shall maintain (i) a system for protection of the Licensed Marks in the Company Field and (ii) a docketing system to monitor the activities in connection with (i), in each case of (i) and (ii), that is (1) at least comparable to commercially available systems sold for the same purpose and (2) consistent in all material respects with those in place as of the Effective Date except for any changes that apply to other GE businesses.

B. Licensor agrees to keep Licensee's intellectual property counsel reasonably apprised (but no less than status updates on a semi-annual basis) with respect to any enforcement actions undertaken as to the Licensed Marks within the Company Field consistent with the manner in which Licensor works with other GE businesses on enforcement actions undertaken as to the Licensed Marks; provided, that, with respect to the enforcement actions, if so requested by

Licensor, Licensee shall or one of its Affiliates shall enter into (A) a customary non-disclosure agreement and/or (B) a customary joint defense agreement or common interest agreement to ensure preservation of attorney-client privilege, in each case, with Licensor and its Affiliates with respect to any information to be provided to Licensee pursuant to this section which agreements shall be reasonably satisfactory to Licensor. Licensor agrees to provide reasonable information with respect to the registration of the Licensed Marks within the Company Field to Licensee upon request from Licensee consistent with the manner in which Licensor provides such information to other GE businesses.

C. With respect to enforcement actions undertaken as to the Licensed Marks, Licensee agrees that it will cooperate with and provide reasonable access to Licensor and its Affiliates and representatives, during normal business hours and upon reasonable notice, to Licensee's personnel, properties, books and records and make available those employees of Licensee whose assistance, expertise, testimony, notes and recollections or presence may be necessary to assist Licensor in connection with the purpose referred to above, including the presence of such individuals as witnesses in hearings or trials for such purposes; provided, however, that such assistance will not unreasonably interfere with the business or operations of Licensee and Licensor shall bear all out of pocket costs and expenses reasonably incurred in connection with providing such assistance.

D. For clarity, as between the Parties, (x) Licensor shall have the sole right to enforce any trademarks for "General Electric" and acronyms thereof and (y) Licensee shall have the sole right to enforce any trademarks for "Baker Hughes" or acronyms thereof; provided that, with respect to the "BHGE" composite mark (the "Composite Mark"):

1. Licensor shall have the first right, but not the obligation, to take (or refrain from taking) action against any third party in the courts, administrative agencies or otherwise, at Licensor's sole cost and expense, to enforce and defend the Composite Mark; provided that Licensor shall reasonably consult with Licensee prior to undertaking any such action with respect thereto to the extent such enforcement relates to the Company Field. In the event that Licensor elects not to take action against a given third party in the courts, administrative agencies or otherwise, to enforce and defend the Composite Mark within thirty (30) days after receiving notice thereof from Licensee, Licensee may elect to take action against such third party, at Licensee's sole cost and expense.

2. The Parties shall reasonably cooperate in any action, suit or proceeding that either Party may undertake in respect of the Composite Mark pursuant to clause (1) above (including executing, filing and delivering all documents and evidence reasonably requested by the other Party in connection therewith) and shall lend its name to such action, suit or proceeding if reasonably requested by the other Party or required by applicable Law. All reasonable out-of-pocket expenses incurred by the Party not controlling the applicable enforcement action will be reimbursed by the Party controlling such enforcement action.

3. Neither Party shall enter into any settlement or compromise of any action, suit or proceeding brought pursuant to clause (1) above that affects the rights of the other Party in and to the Licensed Marks without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed.

4. In the event of any conflict between this Section VII.D and the remainder of this Article VII, this Section VII.D shall take precedence and control in relation to any matters pertaining to any form of the Composite Mark (it being understood, for the avoidance of doubt, that "Baker Hughes, a GE company" does not constitute a form of the Composite Mark).

VIII. ROYALTIES

A. The Corporate Assessment (as defined in the Intercompany Services Agreement) paid by Licensee to Licensor includes the payment of royalties for all rights granted herein; provided that such royalties shall be deemed fully paid up as of the Trigger Date and, for clarity, no further royalties shall be due or payable hereunder in respect of any phase-out period contemplated by Sections X.D and X.H.

IX. OWNERSHIP AND VALIDITY OF LICENSED MARKS

A. Licensee admits the validity, and Licensor's ownership, of the Licensed Marks and agrees that any and all goodwill, rights or interests that might be acquired by the use of the Licensed Marks by Licensee shall inure to the sole benefit of Licensor. If Licensee obtains rights or interests in the Licensed Marks, Licensee shall transfer those rights or interests to Licensor upon request by Licensor. Licensee admits and agrees that, as between the Licensor and Licensee, Licensee has been extended only a mere permissive right to use the Licensed Marks as provided in this Agreement which is not coupled with any ownership interest.

B. Licensee agrees not to: (i) use or register in any jurisdiction any Marks confusingly similar to, or consisting in whole or in part of, any of the Licensed Marks; or (ii) register the Licensed Marks in any jurisdiction, without in each case the express prior written consent of Licensor. Whenever Licensee becomes aware of any confusion or likelihood of confusion between a Mark used by Licensee and a Licensed Mark or any risk of material tarnishment or blurring of a Licensed Mark, Licensee shall take appropriate steps to promptly remedy or avoid such confusion, likelihood of confusion or risk.

C. Licensee shall give Licensor prompt notice of any known or presumed infringements of any of the Licensed Marks. Licensee shall render to Licensor full and prompt reasonable cooperation (and, subject to Article IV, at Licensor's expense) for the enforcement and protection of the Licensed Marks. Licensor shall retain all rights to bring all actions and proceedings in connection with infringement or misuse of any of the Licensed Marks at its sole discretion. If Licensor decides to enforce any of the Licensed Marks against an infringer, all costs incurred and recoveries made shall be for the account of Licensor except for any lost profits awarded pursuant to a final judgment that are attributable to the Company's use of the Licensed Marks, which shall be shared equally between the Parties.

D. Licensee will not at any time during the Term, and at any time thereafter for as long as Licensor shall own any rights in the Licensed Marks, do or cause to be done any act or thing disparaging, disputing, attacking, challenging, impairing, diluting, or in any way tending to harm the reputation or goodwill associated with Licensor or its Affiliates or the Licensed Marks. For the avoidance of doubt, the preceding sentence shall not in any way limit Licensee's ability to file and pursue a lawsuit against Licensor.

E. Licensor will not at any time during the Term do or cause to be done any act or thing disparaging, disputing, attacking, challenging, impairing, diluting, or in any way tending to harm the reputation or goodwill associated with Licensee or its Affiliates. For the avoidance of doubt, the preceding sentence shall not in any way limit Licensor's ability to file and pursue a lawsuit against Licensee.

F. Licensee has no right, and shall not represent that it has any right, to bind or obligate Licensor in any way.

G. For clarity, as between the Parties, (x) Licensor shall own any trademarks for "General Electric" and acronyms thereof and (y) Licensee shall own any trademarks for "Baker Hughes" and acronyms thereof; provided that, with respect to the Composite Mark:

1. Subject to clause (3) below, Licensor shall have the sole right to own, prosecute, obtain, maintain and renew applications and registrations for the Composite Mark (including the right to own new applications for "BHGE" and to register corporate names, trade names, domain names and social media identifiers utilizing "BHGE").

2. Upon Licensee's reasonable request, Licensor shall obtain, maintain and renew applications and registrations (including Internet domain names and social media identifiers) of the Composite Mark on Licensee's behalf and at Licensee's sole cost and expense; provided that Licensee shall, upon Licensor's written request and at Licensee's sole cost and expense, provide such cooperation and assistance in connection with the foregoing as may be necessary for Licensor to obtain such registrations.

3. Upon the expiration or termination of this Agreement (but, in each case, only after the expiration of the applicable phase-out period, if any, set forth in this Agreement), Licensor shall: (a) cancel any and all trademark registrations for any and all forms of the Composite Mark (and for "Baker Hughes, a GE company" if applicable), (b) withdraw any and all pending trademark applications for any and all forms of the Composite Mark (and for "Baker Hughes, a GE company" if applicable), and (c) cancel, relinquish and otherwise cease to use any and all domain names and social media identifiers that incorporate any form of the Composite Mark (or "Baker Hughes, a GE company" if applicable).

4. In the event of any conflict between this Section IX.G and the remainder of this Article IX, this Section IX.G shall take precedence and control in relation to any matters pertaining to any form of the Composite Mark.

X. TERM AND TERMINATION

A. Unless sooner terminated pursuant to any provision of this Article X, the term of this Agreement shall commence on the Effective Date and continue until five (5) years from the Effective Date ("Initial Term"). This Agreement shall automatically renew for successive five (5) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless Licensee delivers a notice to Licensor indicating its intent not to renew the Agreement no later than three (3) months prior to the expiration of the Initial Term or the then-current Renewal Term.

B. In the event Licensee (i) breaches in any material respect any covenant in Article IV or Article V of this Agreement or, prior to the Trigger Date, fails to pay the Corporate Assessment in accordance with the terms (including the cure period) of the Intercompany Services Agreement or (ii) willfully or repeatedly (without commencing diligent efforts to remedy) breaches any covenant in this Agreement, and, in the case of (i) and (ii), Licensor gives Licensee written notice of such breach (which notice shall provide a description of the breach in reasonable detail), Licensee shall have the cure period prescribed in Section IV.B or Section V.B, as applicable, for such breach (or, in the event there is no cure period prescribed, one hundred and twenty (120) days) from Licensee's receipt of such notice to remedy such breach. If such breach is not remedied within the applicable cure period, Licensor shall have the right to terminate this Agreement in whole or in part at any time thereafter by giving Licensee notice of such termination. If such breach is of a nonmonetary nature and is not capable of being cured within the applicable cure period and Licensee has commenced and diligently continued actions to cure such breach within the applicable cure period, the cure period shall be extended by forty five (45) days so long as Licensee is making diligent efforts to cure.

C. This Agreement shall automatically terminate without notice upon termination of the Intercompany Services Agreement prior to the Trigger Date or termination of the CA Services (as that term is defined in the Intercompany Services Agreement) thereunder prior to the Trigger Date.

D. Licensor may terminate this Agreement on the Trigger Date, subject to the phase-out period and rights described in Section X.H.

E. This Agreement shall automatically terminate upon notice to Licensee in its entirety upon any of the following events with respect to Licensee or its managing member, in each case to the extent occurring prior to the Trigger Date (and excluding, for clarity, the consummation of any transaction or series of transactions resulting in the Trigger Date occurring):

1. any merger or consolidation of Licensee into an unrelated third party where the Licensee ceases to exist as a result of such merger and consolidation other than a transaction in which holders of the Licensee's voting securities immediately before such transaction, in the aggregate, have more than fifty percent (50%) of the voting power of all issued and outstanding securities of the surviving corporation after such transaction;

2. the sale of all or substantially all of the assets of Licensee to an unrelated third party; or

3. a change of control of Licensee whereby any unrelated third party(ies) acquires fifty percent (50%) or more of the outstanding voting securities of Licensee or the power, directly or indirectly, to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of Licensee.

F. This Agreement shall automatically terminate without notice in the event Licensee commences, or has commenced against it, proceedings under bankruptcy, insolvency or debtor's relief Laws or similar Laws in any other jurisdiction, which proceedings are not dismissed within sixty (60) days; Licensee makes a general assignment for the benefit of its creditors; or Licensee ceases operations or is liquidated or dissolved.

G. Upon expiration or termination of the license granted under Article II, Licensee shall adopt a new corporate name that does not consist, in whole or in part of, and is not dilutive of or confusingly similar to, any of the Licensed Marks; provided, however, under no circumstance shall Licensee be required to forgo the Baker Hughes corporate name.

H. The phase-out period described in Section X.D shall be as follows: the earlier of (i) (a) one (1) year with respect to the use of "Baker Hughes, a GE company" in Licensee's corporate name, (b) three (3) years with respect to the use of the word mark GE (excluding as part of "BHGE") or the GE monogram in connection with Products and Services, and (c) five (5) years with respect to the use of the word mark GE as part of "BHGE" as or as part of Licensee's (and/or any Permitted Sublicensee's) corporate name (including use of such corporate name to indicate the entity providing Products and Services solely within the Company Field) and/or as Licensee's (or its applicable Permitted Sublicensee's or successor's) stock ticker in accordance with Section II.F, in each case of (a)-(c), after the Trigger Date and (ii) the date on which Licensee provides written notice to Licensor that Licensee no longer requires use of the Licensed Marks. For clarity, (1) during the aforementioned phase-out period, Licensee may use the Licensed Marks in connection with Products and Services that were not using the Licensed Marks prior to the Trigger Date so long as such use is otherwise in a manner consistent with Licensee's use prior to the Trigger Date (provided that the use of "BHGE" to a greater degree after the Trigger Date (instead of the Licensed Marks on a separate basis) shall not alone be considered use in an inconsistent manner), in the Company Field and otherwise in accordance with the terms and conditions of this Agreement, (2) during the aforementioned phase-out period, the terms and conditions of this Agreement shall continue to be in force and effect and govern Licensee's use of the Licensed Marks and (3) nothing in this Agreement permits Licensee to use any of the Licensed Marks (including as part of "BHGE") in connection with any Product or Service that is not in the Company Field. Upon Licensee's written request, the Parties shall discuss in good faith, for a period of not less than one (1) year commencing immediately upon the Trigger Date, the terms and conditions on which Licensor would be willing to reinstate and extend this Agreement with respect to Licensee's right to use the GE word mark as part of "BHGE" following the end of the phase-out period; provided that neither Party shall be obligated to enter into such an arrangement.

I. The following provisions of this Agreement shall survive any termination or expiration of this Agreement: Section II.H, Section IX.G.4, Section X.H (including all other terms and conditions of this Agreement for the duration of the phase-out period as described therein), this Section X.I, and Articles XI and XII. Unless otherwise specified herein, upon termination or expiration of this Agreement, all licenses granted to Licensee herein shall immediately terminate.

XI. INDEMNIFICATION; DISCLAIMER OF WARRANTIES AND ASSUMPTION OF RISK

A. Licensor shall fully indemnify Licensee and its Affiliates and its and their directors, officers, partners, employees and agents from and against all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees) related to or arising out of any claim, action, suit or proceeding, asserted against or suffered by Licensee by reason of infringement or dilution of any Mark or infringement of any copyright right of a third party arising out of or relating to Licensee's use of the Licensed Marks in accordance with the terms of this Agreement. For the avoidance of doubt, the indemnity in this Section XI.A only applies to any claim, action, suit or proceeding that relates to or arises out of the use of the Licensed Marks themselves, and does not apply to the use of the other portions of the Licensed Form.

B. Except as otherwise provided under this Agreement, Licensee shall fully indemnify and hold harmless Licensor and its Affiliates and its and their directors, officers, partners, employees and agents from and against any and all claims, losses, damages, liabilities, costs (including reasonable attorneys' fees), and expenses asserted against or suffered by Licensor or any of its Affiliates and arising out of or relating to this Agreement or Licensee's use of any of the Licensed Marks.

C. EACH PARTY AGREES AND ACKNOWLEDGES THAT THE LICENSED MARKS ARE LICENSED HEREUNDER AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SUBJECT TO ALL EXISTING LICENSES AND RIGHTS GRANTED, AND THAT LICENSOR DOES NOT MAKE, AND LICENSOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. Except as otherwise provided under this Agreement, Licensee hereby assumes all risk and liability resulting from Licensee's use of the Licensed Marks.

XII. GENERAL PROVISIONS

A. Governing Law: Submission to Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. Any action or proceeding between Licensor and Licensee to enforce any award of the arbitrators pursuant to Section XII.I or the provisions set forth in Exhibit D, and any action for injunctive relief, will be brought exclusively in any state or federal court having subject matter jurisdiction in the County of New York, State of New York. Licensor and Licensee consent specifically to the personal jurisdiction of such courts and irrevocably waive their right to contest venue in any such courts. The Party seeking enforcement will be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom an order of enforcement is obtained.

B. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section XII.B):

Licensors:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (617) 428-8402
Email: jim.waterbury@ge.com

Licensee:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

C. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

D. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings (including the Original Agreement), both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

E. Assignment: No Third-Party Beneficiaries. This Agreement shall not be assigned or transferred in whole or in part by any Party without the prior written consent of the other Party, and any attempted assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, Licensor, in its sole discretion, may assign this Agreement in

whole or in part to any Affiliate of Licensor at any time. This Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

F. Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties hereto. No waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

G. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa; (b) references to the terms Article, Section, and Exhibit are references to the Articles, Sections, and Exhibits to this Agreement unless otherwise specified; (c) the word “including” and words of similar import shall be deemed in each case to be followed by the words “without limitation”; (d) provisions shall apply, when appropriate, to successive events and transactions; (e) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (f) any references in this Agreement to “the date hereof” refers to the date of execution of this Agreement; (g) references to “this Agreement,” “hereof,” “herein,” and “hereunder” refer to this Agreement as a whole and not to any particular provision of this Agreement; and (h) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such Agreement.

I. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement (“Dispute”) shall be resolved in accordance with Exhibit D.

J. No Waiver. Failure by Licensor at any time to enforce or require strict compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of Licensor to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision. The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver will not be construed as a waiver of any other term, condition, or provision, nor as a waiver of any subsequent breach of the same term, condition, or provision, except as provided in a signed writing.

K. Headings. All headings used in this Agreement are for convenience of reference only. They will not limit or extend the meaning of any provision of this Agreement, and will not be relevant in interpreting any provision of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first written above.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC
By: EHC NewCo, LLC, its Managing Member

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

UMBRELLA AERO-DERIVATIVES IP AGREEMENT

This Umbrella Aero-Derivatives IP Agreement (this “Umbrella Agreement”), entered into as of November 13, 2018, is made by and between General Electric Company, a New York corporation (“GE”), acting through its GE Aviation business unit (“GE Aviation”), and Baker Hughes, a GE company, LLC, a Delaware limited liability company (“BHGE”). BHGE and GE Aviation may be referred to individually herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, simultaneously herewith, the Parties are entering into a Supply and Technology Development Agreement by and among GE Aviation, BHGE and GE, acting on behalf of its GE Power business (as amended, modified or supplemented from time to time in accordance with its terms, the “Aero-Derivative Supply Agreement”); and

WHEREAS, GE Aviation and BHGE now desire to enter into this Umbrella Agreement to clearly set forth their respective rights, limitations, and obligations with respect to GE Aviation IP (as defined below) in light of the Aero-Derivative Supply Agreement and the supply to BHGE of certain GE Aviation controlled software tools, technology deliverables, aero-derivative products, and components and services thereunder.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. Governing Terms for GE Aviation IP.

- a. All GE Aviation IP existing prior to the Effective Date of this Umbrella Agreement (“Pre-Existing GE Aviation IP”) shall be governed, as applicable, by the license grants and restrictions, and all other terms and conditions, of the IP Cross-License Agreement.
- b. All GE Aviation IP (other than Pre-Existing GE Aviation IP) existing on or after the Effective Date of this Umbrella Agreement (“Post-Existing GE Aviation IP”) shall be governed, as applicable, by the license grants and restrictions, and all other terms and conditions, of the Aero-Derivative Supply Agreement.
- c. All Pre-Existing GE Aviation IP that is unable to be segregated from the Post-Existing GE Aviation IP in any product, service or Technology to be supplied by GE Aviation to BHGE under the Aero-Derivative Supply Agreement shall be treated under Section 1(b).
- d. For purposes of GE Aviation IP only, the references to the “Trigger Date” in the IP Cross-License Agreement shall be deemed to be the Effective Date of this Umbrella Agreement.
- e. The Parties acknowledge and agree that, in order for the desired objective and purpose of this Umbrella Agreement not to be circumvented by the actions of either Party, (i) BHGE represents and warrants, as of the date hereof, and covenants, that any and all use of GE Aviation IP by BHGE and its Affiliates during the period

commencing on November 1, 2018 and ending on the Effective Date of this Umbrella Agreement shall have been and will be in good faith and in the ordinary course of business and (ii) GE and GE Aviation represent and warrant, as of the date hereof, and covenant, that as between GE Aviation on the one hand, and GE and its Affiliates (other than GE Aviation) on the other hand, any and all Intellectual Property transferred or otherwise acquired by GE Aviation during the period commencing on November 1, 2018 and ending on the Effective Date (as defined in Aero-Derivative Supply Agreement) shall have been and will be in good faith and in the ordinary course of business and shall be subject to the foregoing clauses (1)(a)-(d) (and shall be considered GE Aviation IP) only to the extent that such Intellectual Property relates to the Licensed Aviation Field of Use (it being understood that in no event shall the fact that the leadership of GE's Global Research Center reports to the Chief Executive Officer of GE Aviation in his capacity as Vice Chairman of GE, as of the signing date hereof, in and of itself be construed as implying that such Intellectual Property relates to GE Aviation and/or the Licensed Aviation Field of Use).

2. Materiality.

GE Aviation and BHGE acknowledge and agree that this Umbrella Agreement is a material and essential part of the Aero-Derivative Supply Agreement.

3. Precedence.

The Parties acknowledge and agree that the licenses and grants of rights under the Aero-Derivative Supply Agreement to Post-Existing GE Aviation IP hereby supersedes and replaces any other licenses, access or other rights granted under the IP Cross-License Agreement by or on behalf of GE or GE Aviation and its Affiliates to BHGE and its Affiliates. If there is any inconsistency between the provisions of the Aero-Derivative Supply Agreement in connection therewith and the IP Cross-License Agreement, the terms and conditions of the Aero-Derivative Supply Agreement will govern. Without limiting the foregoing, GE Aviation and BHGE agree that the IP Cross-License Agreement will not (i) expand access to or the scope of the licenses and other rights granted under the Aero-Derivative Supply Agreement to Post-Existing GE Aviation IP to BHGE or its Affiliates or (ii) diminish the conditions, restrictions, and obligations set forth in the Aero-Derivative Supply Agreement with respect to such Post-Existing GE Aviation IP. BHGE, on behalf of itself and its Affiliates, agrees not to take any action or position contrary to the foregoing.

4. Definitions.

- a. "Effective Date of this Umbrella Agreement" means December 1, 2018.
- b. "GE Aviation IP" means all Intellectual Property that is owned, created, developed or acquired by, or exclusively licensed to, GE Aviation.
- c. "IP Cross-License Agreement" means the IP Cross-License Agreement between GE and BHGE, dated July 3, 2017, as subsequently amended and/or restated, on or about November 13, 2018.

5. Miscellaneous.

All capitalized terms used herein but not defined will have the meanings ascribed to them in the Aero-Derivative Supply Agreement. This Umbrella Agreement, the Aero-Derivative Supply Agreement and the IP Cross-License Agreement, are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof will be binding upon a Party unless made in writing and executed by the Chief Executive Officers of such Party. This Umbrella Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) will in all respects be governed by, and construed in accordance with, the Laws of the State of New York, including, without limitation, all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction. Neither Party will assign this Umbrella Agreement without the prior written consent of the other Party (it being understood that, notwithstanding the foregoing, to the extent any assignment relates only to Pre-Existing IP, Section 6.01 of the IP Cross-License Agreement shall govern). Any permitted assignee of GE Aviation or BHGE will be bound by the terms and conditions of this Umbrella Agreement. Any dispute, controversy or claim arising out of this Umbrella Agreement, including, without limitation, claims seeking redress or asserting rights under applicable Law relating to matters addressed in this Umbrella Agreement, will be resolved in accordance with Section 6.12 of the IP Cross-License Agreement. This Umbrella Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Umbrella Agreement to be executed as of the date hereof by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY, acting through its GE
Aviation business unit

By: /s/ David L. Joyce

Name: David L. Joyce

Title: President and CEO

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lorenzo Simonelli

Name: Lorenzo Simonelli

Title: Chairman and CEO
