

This Master Services Agreement (“MSA” or “Agreement”) is entered into as of [INSERT DATE] (“Effective Date”) by and between General Electric Company, a corporation organized under the laws of the State of New York, U.S.A., acting through its GE Energy business, with a place of business at 4200 Wildwood Parkway, Atlanta, Georgia 30339 U.S.A. (“Company”) and [INSERT NAME], (“Supplier”) a [INSERT “CORPORATION” OR “PARTNERSHIP” OR OTHER BUSINESS TYPE] organized under the laws of the state of [INSERT STATE] having its principal place of business at [INSERT ADDRESS] (“Supplier”).

### 1. Engagement and Statements of Work.

1.1 Company engages Supplier to perform services such as [INSERT GENERAL DESCRIPTION SUCH AS “ENGINEERING SERVICES”, “SOFTWARE DEVELOPMENT AND CONSULTING SERVICES”, ETC.], which may include the provision of certain deliverables (collectively, the “Services”) and which are further described in Company Purchase Order (“PO”) and/or Statement of Work (“SOW”) documents executed during the Term of this Agreement by an authorized representative from each party.

1.2 Each SOW shall contain: (i) a detailed description of the Services to be performed, (ii) the amount, schedule and method of compensation to be paid to Supplier by Company; and (iii) the term of the SOW, if different from the term of this MSA. Each PO and/or SOW issued pursuant to this Agreement shall be deemed incorporated into and governed by the terms of this MSA, and the Supplier’s provision of Services shall be governed by this MSA as supplemented by the terms of the applicable PO and/or SOW. Where the terms of a PO or SOW conflict with the terms of the MSA, which existed prior to such PO or SOW, the terms of the pre-existing MSA shall prevail, except to the extent that the PO or SOW expressly states that the MSA is to be overridden or modified. No Company financial obligation will arise without issuance of a PO.

1.3 Changes to a PO or SOW. Company may at any time, in writing, make reasonable changes in the work described in a PO or SOW. If any changes cause an increase or decrease in the cost of, or the time required for the performance of, any work under a PO or SOW, an equitable adjustment shall be made in Supplier’s fee or delivery schedule, or both. Any Supplier claim for an adjustment must be asserted within ten (10) days of Supplier’s receipt of the change notification, and must be approved in a written amendment (“Change Order”).

1.4 Extension to Affiliates. Any Company “Affiliate” may issue a PO or SOW under this MSA. An “Affiliate” with respect to either party shall mean any entity, including without limitation, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such party. In the event that any Company Affiliate issues any PO or SOW pursuant to this Agreement, such PO or SOW: (i) shall incorporate by reference the terms of this Agreement, (ii) shall be deemed a separate contract between the parties who sign it and (iii) is an independent contractual obligation from any other PO or SOW. The term “Company” as used in this Agreement shall, for the purposes of any PO or SOW, issued by a Company Affiliate hereunder, be deemed to include only the Company Affiliate issuing such PO or SOW. The parties expressly agree that COMPANY SHALL HAVE NO LIABILITY NOR SHALL COMPANY INCUR ANY OBLIGATION OR BE RESPONSIBLE FOR THE FAILURE OF ANY COMPANY AFFILIATE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY PO OR SOW PLACED HEREUNDER.

**2. Term.** The term of this Agreement (“Term”) shall begin on the “Effective Date” and end on [INSERT DATE; NORMALLY NOT LONGER THAN ONE YEAR FROM THE EFFECTIVE DATE] (“Expiration Date”), unless sooner terminated as provided below. If signed after the Effective Date, the MSA shall be deemed retroactive to the Effective Date. The parties further agree that if any PO or SOW is in effect at the time of the expiration of this Agreement, then as it applies to such PO or SOW only, the Term of this Agreement will be extended until the expiration or termination of such PO or SOW.

### 3. Supplier’s Personnel.

3.1 All persons providing Services under this Agreement are collectively referred to herein as “Supplier’s Personnel”. If requested by Company, Supplier shall list the names of all Supplier’s Personnel in Schedule A hereto, indicating the relationship between Supplier and any person who is not Supplier’s full-time employee. Without Company’s prior written approval, Supplier shall not use any person to render Services who is not listed on Schedule A and/or who has been employed by the Company less than six (6) months prior to the start date of such person’s performance under this Agreement. Company shall have the right to approve each such Supplier’s Personnel before assignment to any effort to be undertaken by Supplier, the granting of access to any Company facility and the disclosure of any Company information. All Supplier’s Personnel participating in the furnishing of any Services shall sign a copy of Schedule B hereto, Secrecy and Inventions Agreement, which shall be forwarded to Company by Supplier to the address listed on such document.

3.2 Supplier shall, before engaging in work and after securing written authorization from all Supplier’s Personnel, screen against the following lists: United States (“U.S.”) Department of Commerce (“DOC”) Denied Persons List: <http://www.bis.doc.gov/dpl/thedeniallist.asp>; US Dept. of Commerce Entity List: <http://www.access.gpo.gov/bis/ear/txt/744spir.txt>; U.S. Department of Treasury Specially Designated Nationals and Blocked Persons List: <http://www.treasury.gov/ofac/downloads/t11sdn.pdf> U.S. Department of State (“DOS”) Debarment List: <http://www.pmdtc.state.gov/compliance/debar.html>.

No person or entity on any of these lists may provide any Services to Company.