

**PREDIX  
ACCEPTABLE USE POLICY**

This Acceptable Use Policy (this “Policy”) provides a description of the prohibited uses of the Predix Industrial Internet Platform and related Services (the “Service Offerings”) provided by us according to the terms of the agreement entered into between you and us that references this Policy (the “Agreement”). Terms not defined in this Policy shall have the meanings ascribed to them in the Agreement.

**1. No Illegal, Harmful, or Offensive Content.**

1.1 You and your End Users shall not use, or encourage, promote, facilitate, or instruct others to use the Service Offerings for any illegal, harmful, or offensive use, or to transmit, store, display, distribute, or otherwise make available content that is illegal, harmful, or offensive.

1.2 Prohibited activities include, but are not limited to, the following:

1.2.1 any activities prohibited by any law, regulation, government order, or decree, including advertising, transmitting, or otherwise making available gambling sites or services or disseminating, promoting, or facilitating child pornography;

1.2.2 activities that may be harmful to others, our operations, or our reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions (for example, get-rich-quick schemes, Ponzi or pyramid schemes, phishing, or pharming) or engaging in other deceptive practices;

1.2.3 content that infringes or misappropriates the intellectual property or proprietary rights of others;

1.2.4 content that is defamatory, obscene, abusive, invasive of privacy, or otherwise objectionable; and

1.2.5 content or other computer technology that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, or other malware.

**2. No Security Violations.**

2.1 You and your End Users must comply with, and may not work around, any technical limitations in the Service Offerings that only allow you or your End Users to use the Service Offerings in certain ways.

2.2 You and your End Users may not download or otherwise remove copies of software or source code from the Service Offerings unless explicitly authorized.

2.3 You and your End Users may not use the Service Offerings to violate the security or integrity of any network, computer, or communications system, software application, or network or computing device (each a “System”).

2.4 Prohibited activities include, but are not limited to, the following:

2.4.1 accessing or using any System without permission, including attempting to probe, scan, or test the vulnerability of a System or to breach any security or authentication measures used by a System;

2.4.2 monitoring of data or traffic on a System without permission; or

2.4.3 forging TCP-IP packet headers, email headers, or any part of a message describing such message’s origin or route. This prohibition does not include the use of aliases or anonymous remailers.

### **3. No Network Abuse.**

3.1 You and your End Users may not use the Service Offerings to make network connections to any users, hosts, or networks unless you or such End User has permission to communicate with them.

3.2 Prohibited activities include, but are not limited to, the following:

3.2.1 monitoring or crawling of a System that impairs or disrupts the System being monitored or crawled;

3.2.2 inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective;

3.2.3 interfering with the proper functioning of any System, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques;

3.2.4 operating network services like open proxies, open mail relays, or open recursive domain name servers; or

3.2.5 using manual or electronic means to avoid any use limitations placed on a System, such as access and storage restrictions.

### **4. No Message Abuse.**

4.1 You and your End Users shall not distribute, publish, send, or facilitate the sending of unsolicited mass emails, messages, promotions, advertising, solicitations, or other spam, including commercial advertising and informational announcements.

4.2 You and your End Users shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

## **5. Monitoring and Enforcement.**

5.1 We reserve the right, in our sole discretion, to investigate any violation of this Policy or any misuse of the Service Offerings by you, your End Users, or any third party.

5.2 We may, in our sole discretion, remove, disable access to, or modify any content or resource that violates this Policy, the Agreement, or any other agreement with you related to the Service Offerings.

5.3 We may report any activity that we, in our sole discretion, believe to be in violation of any law or regulation to law enforcement officials, regulatory bodies, or other appropriate third parties. Our reporting for such purpose may include disclosing appropriate End User or account information. Such reporting may also include providing network and systems information related to violations of this Policy.

## **6. Reporting; DMCA Notice.**

6.1 If you become aware of any violation of this Policy, you must promptly notify us and provide us with any requested assistance to mitigate, stop, or remedy such violation.

6.2 To report any violation of this Policy, or to otherwise contact us with respect to acceptable uses of the Service Offerings, you may use the following contact information:

(i) by email to [CONTRACTS.SOFTWARE@GE.COM](mailto:CONTRACTS.SOFTWARE@GE.COM) or

(ii) by personal delivery, overnight courier or registered or certified mail to 2623 Camino Ramon, San Ramon, CA 94583, Attention: GENERAL COUNSEL.

6.3 You are responsible for responding promptly to any request from any third party regarding your or any End User's use of the Service Offerings, such as a request to take down content under the U.S. Digital Millennium Copyright Act (DMCA) or other applicable laws. We reserve the right to take down content hosted by us in order to comply with the safe harbor requirements of the DMCA or for any reason permitted by the Agreement or required by law. If you wish to provide us with a counter notice, you may notify us in accordance with the counter notice provisions of the DMCA at the contact information above in Section 6.2.

## **7. General.**

7.1 Examples described in this Policy are not exhaustive.

7.2 We may modify this Policy at any time by giving notice to you or by making such modifications available on our website or through the software provided as part of the Service Offerings.

7.3 You shall comply with, and shall cause End Users to comply with, this Policy.

7.4 As between this Policy and the Agreement, if any provision herein conflicts with the Agreement, the Agreement shall control.