AGENDA ITEM
CA51

# AGENDA PLACEMENT FORM

Send to: ccagenda@johnsoncountytx.org

**Date:** 8.13.2026

**Meeting Date:** 8.24.2026

**Submitted By:** Jim Simpson Asst. Co. Atty

**Department:** CAO for Emergency Mgmt

**Signature of Elected Official/Department Head:**

Jim Simpson Asst. Co. Atty

**Court Decision:**
This section to be completed by County Judge's Office




8.24.2026

**Description:**

Consider and Approve Agreement by and between Johnson County, Texas and AEM, Inc and its Affiliate OneRain, Inc. for Acquisition of Flood Monitoring Stations Including Equipment and Software Service; with Authorization for County Judge to Sign-Emergency Management Office

(May attach additional sheets if necessary)

**Person to Present:** Jamie Moore

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one) ☑ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** (check one)

☐ Action Item ☑ Consent ☐ Workshop ☐ Executive ☐ Public Announcement

**Check All Departments That Have Been Notified:**

☑ County Attorney ☑ IT ☑ Purchasing ☑ Auditor

☐ Personnel ☐ Development Services ☐ Facilities Management

Other Department/Official (list) Emergency Management

**Please List All External Persons Who Need a Copy of Signed Documents In Your Submission Email**

**Approved in CC on 9/11/2023**

**Master Products and Services Agreement**

Last Updated Date: March 2, 2026

This Master Product and Services Agreement (this "***Agreement***") is made as of the date of execution of the Order Form (the "***Effective Date***"), by and between AEM Commercial, Inc., a Delaware corporation with its principal place of business located at 12410 Milestone Center Drive, Suite 300, Germantown, MD 20876, and its Affiliates (collectively "***AEM***") and the customer identified on the Order Form ("***Customer***" and together with AEM, the "***Parties***" and each, a "***Party***"). The accompanying order form (the "***Order Form***"), this Agreement, and the Exhibits (as hereinafter defined) (the Order Form, this Agreement, and the Exhibits, collectively, the "***Master Agreement***") comprise the entire agreement between the Parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the sale of the Products (as defined in Section 1 of this Agreement) and the Services (as defined in Section 1 of this Agreement) by AEM to Customer set forth on an Order Form. The Master Agreement prevails over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend the Master Agreement. The Master Agreement is subject to change by AEM without prior written notice at any time, in AEM's sole discretion. Any changes to this Agreement or any Exhibit will be in effect as of the "Last Updated Date" referenced herein or therein. Customer's purchase of the products and the Services after the "Last Updated Date" will constitute Customer's acceptance of and agreement to such changes.

1. **Definitions**. As used in the Agreement, the following capitalized terms shall have the following meanings.

   1.1. "***Affiliates***" means, with respect to a Party, any entities directly or indirectly Controlling, Controlled by, or under common Control with the Party.

   1.2. "***Confidential Information***" means all information, data, and material that: (a) has been marked "confidential"or with words of similar meaning, at the time of disclosure by such disclosing Party (as the "***Disclosing Party***"); (b) is otherwise reasonably identifiable as confidential or proprietary information; (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information.

   Confidential Information does not include any information, data, or material that was (i) already in the possession of the receiving Party (the "***Receiving Party***") without an obligation of confidentiality, (ii) developed independently by the Receiving Party, as demonstrated by the Receiving Party, without access to or use of the Disclosing Party's Confidential Information, (iii) obtained from a source other than the Disclosing Party without an obligation of confidentiality, or (iv) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the Receiving Party in violation of the terms hereof).

   1.3. "***Control***" (and its cognates, "***Controlling***" and "***Controlled***," as applicable) means (a) fifty percent (50%) or more of (a) the then-outstanding securities or other ownership interest of a person or entity or (b) the combined voting power of the then-outstanding voting securities or other ownership interest of a person or entity entitled to vote generally in the election of directors, or (b) the power to direct or cause the direction of the management or policies of another person entity, whether by contract or otherwise.

   1.4. "***Exhibits***" mean the Software License Terms, Professional Services Terms, Software and Data as a Service Terms, Maintenance Terms, Hardware Purchase Terms, and the Sensor Hosting Services Terms, collectively. The Exhibits may be referred individually as an "***Exhibit***".

   1.5. "***Hardware***" has the meaning ascribed to it in the Hardware Purchase Terms.

   1.6. "***Hardware Purchase Terms***" mean the terms applicable to the purchase of Hardware as set forth on Exhibit E attached, and incorporated by reference, to this Agreement.

   1.7. "***Intellectual Property Rights***" means (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and

domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.8. "***Maintenance Services***" has the meaning ascribed to it in the Maintenance Terms

1.9. "***Maintenance Terms***" means the terms applicable to the maintenance of Products or Services as elected in the Order Form and as set forth on Exhibit D attached, and incorporated by reference, to this Agreement.

1.10. "***Party***" or "***Parties***" means AEM and/or Customer as the context may require.

1.11. "***Products***" means any products provided by AEM under the Master Agreement, including any installed Software, Hardware, or Sensors (as reflected on any Order Form and defined in the applicable Appendices).

1.12. "***Professional Services***" has the meaning ascribed to it in the Professional Service Terms.

1.13. "***Professional Services Terms***" means the terms applicable to the provision of the Professional Services by AEM to Customer as set forth on Exhibit B attached, and incorporated by reference, to this Agreement.

1.14. "***Sensors***" has the meaning ascribed to it in the Sensor Hosting Services Terms.

1.15. "***Sensor Hosting Services***" has the meaning ascribed to it in the Sensor Hosting Services Terms.

1.16. "***Sensor Hosting Services Terms***" means the terms applicable to the Sensor Hosting Services as set forth on Exhibit F attached, and incorporated by reference, to this Agreement.

1.17. "***Services***" may variously mean Professional Services, Software and Data as a Service, Maintenance Services, or Sensor Hosting Services (as reflected on the Order Form).

1.18. "***Software***" has the meaning ascribed to it in the Software License Terms.

1.19. "***Software License Terms***" means the terms applicable to the license to access and use the Software as set forth on Exhibit A attached, and incorporated by reference, to this Agreement.

1.20. "***Software and Data as a Service***" has the meaning ascribed to it in the Software and Data as a Service Terms.

1.21. "***Software and Data as a Service Terms***" means the terms applicable to the provision of the Software and Data as a Service by AEM to Customer as set forth on Exhibit C attached, and incorporated by reference, to this Agreement.

2. **Fees and Payment**.

2.1. Customer shall pay the fees and other charges as specified on the Order Form (the "***Fees***"). Customer agrees to reimburse AEM for all reasonable travel and out-of-pocket expenses incurred by AEM in connection with the performance of the Services.

2.2. Unless specified otherwise on an Order Form, Customer shall pay all invoiced amounts due to AEM within thirty (30) days of AEM's invoice. Customer shall pay interest on all late payments at the rate of one percent (1%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Payment shall be made in accordance with the wire instruction set forth on the Order Form. Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with AEM, whether relating to AEM's breach, bankruptcy, or otherwise.

2.3. All Fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, AEM's income, revenues, gross receipts,

personal or real property, or other assets.

3. **Term and Termination**.

3.1. Agreement Term. The term of the Agreement begins as of the Effective Date and ends as of the date the Agreement is terminated in accordance with its terms as reflected on any Order Form (the "***Term***").

3.2. Order Term. The Services shall have an initial term as specified on the Order Form, with annual prices as reflected therein. Unless otherwise specified on the Order Form or on an applicable Exhibit, the Services shall automatically renew for successive 12-month terms, unless terminated by either Party with at least 90 days written notice prior to the expiration of the then current Term. Renewal pricing shall be as reflected on the Order Form. The initial term and any subsequent renewal term is each a "Term" as used herein.

3.3. Termination for Cause. If either Party breaches any material term or condition of the Master Agreement and such breach is not cured within thirty (30) days after receiving written notice of the breach from the non-breaching Party, then the non-breaching Party may terminate the Agreement or the Order Form for cause as of the date specified in such notice. Further, in addition to any remedies that may be provided under the Master Agreement, AEM may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (a) fails to pay any amount when due under the Master Agreement; or (b) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

4. **Disputes.**

4.1. Without in any way limiting this Agreement, in the event that a conflict between AEM and Customer regarding the Products or Services arises, AEM's project manager and Customer's project lead will make commercially reasonable efforts to document such conflict in weekly status reports as soon as the conflict or potential conflict is recognized. As soon as the conflict is documented in a weekly status report, AEM's project manager and Customer's project lead will make commercially reasonable efforts within five (5) business days to either resolve the conflict or develop a plan to resolve the conflict. In the event the conflict is not resolved or a resolution plan is not agreed upon within such five (5) business day period, each Party will escalate the conflict to its respective executive sponsor and the Parties will use commercially reasonable efforts to promptly resolve the conflict. For the avoidance of doubt, nothing in this Section 4.1 shall be deemed to limit or delay a Party's ability to seek relief in court in accordance with the Master Agreement.

4.2. Subject to Section 4.1 above, the Parties agree that any dispute, other than those relating to payment, due and owing from you to us, arising out of or relating to this Agreement, shall be subject to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties shall jointly request that an Arbiter be appointed by the Alternative Dispute Resolution Administrator to serve as the final arbiter of any dispute. Any award of the Arbiter shall be enrollable in the applicable court for enforcement. Both Parties agree that the finding of the arbitrator is binding and no other remedy, including legal remedies, is permitted.

5. **Mutual Representations and Warranties; Warranty Disclaimer**.

5.1. Each of Customer and AEM represent and warrant that: (a) it is a business duly formed, validly existing, and in good standing under the laws of its jurisdiction of formation; (b) the execution, delivery, and performance of the Master Agreement by it has been duly authorized by it and the Master Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally; and (c) it shall comply with all federal, state, local, international, and other laws and regulations applicable to the performance by it of its obligations under the Master Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under the Master Agreement. The warranties set forth in this Section 5 and in each of the Exhibits are the only warranties made by AEM with respect to the Products and the Services.

5.2. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 5 AND THE

APPLICABLE EXHIBIT, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND AEM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AEM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 5 AND THE APPLICABLE EXHIBIT, AEM MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6. **Indemnification; Limitation of Liability.**

6.1. Any indemnification obligations of the Parties shall be set forth in the applicable Exhibit.

6.2. IN NO EVENT WILL AEM BE LIABLE UNDER OR IN CONNECTION WITH THE MASTER AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT PRODUCTS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER AEM WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

6.3. IN NO EVENT SHALL AEM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AEM FOR THE PRODUCTS AND SERVICES SOLD HEREUNDER.

6.4. The foregoing in this Section 6 will apply to the full extent permitted by applicable law.

7. **Title and Intellectual Property**. Except as otherwise set forth in an Exhibit, all Intellectual Property Rights in and to all documents, work product and other materials that are delivered to Customer under the Master Agreement or prepared by or on behalf of AEM in the course of performing the Services or delivering the Products, including any items identified as such in any applicable Scope of Work (as defined in the applicable Exhibit) (collectively, the "***Deliverables***") except for any Confidential Information of Customer shall be owned by AEM. AEM hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, limited, non-transferable, non-sublicensable, fully paid-up, and royalty-free basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

8. **Confidential Information**.

8.1. Obligation of Confidentiality. The Receiving Party shall hold all Confidential Information of or provided by the Disclosing Party in strict confidence, shall not sell, transfer or otherwise dispose of the Disclosing Party's Confidential Information to third parties, and, shall not (a) reproduce or disclose such Confidential Information to third parties other than personnel who have a need to know in connection with the Master Agreement and who are bound by obligations of confidentiality not less restrictive than those stated in this Section 8, or (b) use such Confidential Information for any purposes whatsoever other than the performance of the Agreement. The Receiving Party agree to advise its personnel of their obligations to keep such information confidential. The Receiving Party remains responsible for the compliance by its personnel with the confidentiality obligations hereunder.

8.2. Cooperation to Prevent Disclosure. The Receiving Party shall use its commercially reasonable efforts

to assist the Disclosing Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information of the Disclosing Party. Without limiting the foregoing, the Receiving Party shall advise the Disclosing Party promptly in the event the Receiving Party learns or has reason to believe that any person or entity who has had access to Confidential Information of the other Party has violated or intends to violate the terms of this Section 8 and the Receiving Party will cooperate with the Disclosing Party in seeking injunctive or other equitable relief against any such person or entity at the Disclosing Party's sole cost and expense. The Receiving Party may disclose the Confidential Information to the extent compelled by laws applicable to or requiring any such disclosure, including direct requests from law enforcement ("***Compelled Disclosure Laws***"); provided, however, prior to such disclosure, the Receiving Party shall (if permitted under Compelled Disclosure Laws) provide prior written notice to the Disclosing Party and assist the Disclosing Party's efforts seeking a protective order or such similar confidential protection as may be available under Compelled Disclosure Laws.

8.3. Remedies for Breach. The Receiving Party acknowledges that breach of its obligations of confidentiality may give rise to irreparable and imminent injury to the Disclosing Party, for which damages may be difficult to ascertain and for which monetary damages may be inadequate. Accordingly, the Receiving Party may seek injunctive relief against the breach or threatened breach of the confidentiality obligations, in addition to seeking any other legal remedies which may be available at law or in equity.

8.4. No License. Except to the extent expressly set forth in the Agreement, no license is granted by the Disclosing Party tothe Receiving Party with respect to Disclosing Party's Confidential Information. Nothing in the Agreement shall be construed to grant to the Receiving Party any ownership or other interest in the Disclosing Party's Confidential Information, except as isprovided under a written license specifically applicable to such Confidential Information.

9. **Auditing Rights and Required Records**. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of the Master Agreement with respect to matters necessary for accurately determining amounts due hereunder. AEM may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by the Master Agreement, provided that if such inspection and audit reveals that Customer has underpaid AEM with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with the Master Agreement. Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds five percent (5%) for any quarter. Such inspection and auditing rights will extend throughout the Term and continue for a period of two (2) years after the termination or expiration of the Master Agreement.

10. **Non-Waiver of Rights**. The failure of either Party to insist upon strict performance of the terms and conditions of this Agreement or to exercise any rights or remedies, shall not be construed as a waiver or its rights to assert any of same rights or to rely on any such terms or conditions at any time thereafter.

11. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of law provisions. Subject to Section 4 of this Agreement, the Parties hereby submit and consent to the exclusive jurisdiction of Delaware courts.

12. **Attorney's Fees/Costs**. In any action by a Party to enforce its rights hereunder, the non-prevailing Party shall pay the prevailing Party's costs and expenses (including reasonable attorney's fees, collection costs & other arbitration costs).

13. **Extraordinary Circumstances**. Except for obligations of payment, neither Party shall be liable for nonperformance caused by circumstances beyond their control, including but not limited to, work stoppages, floods, lightning, pandemic and Acts of God.

14. **Notices**. All notices under the Agreement shall be in writing and properly addressed and shall be deemed to have been duly given or received when actually received. All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email or facsimile (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the notice has complied with the requirements of this section.

15. **Severability/Assignability**. If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and enforceable. Neither Party may assign this Agreement or any of its rights and obligations hereunder to any person, firm or corporation, without the prior written consent of the other, which consent shall not be unreasonably withheld, provided however that either Party may assign this Agreement to a successor in interest as a result of a sale of all or substantially all of its stock or assets.

16. **Relationship of the Parties**. Customer and AEM are independent contractors and the Master Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Customer and AEM. Neither Customer nor AEM will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

17. **Survival**. The obligations under this Section 17 and Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 above, and any other provisions of this Agreement, and any terms set forth on any applicable Exhibit or the Order Form which, by their nature are intended to survive, shall survive the termination or expiration of the applicable Order Form.

[ * * * ]

**EXHIBIT A**

**Software License Terms**

**(On Premises)**

Last Updated Date: March 2, 2026

These Software License Terms (On Premises) (these "***Software License Terms***") apply to the license to access and use the Software (as defined in Section 1 of these Software License Terms and as further described in Order Form) ordered by Customer or sold or provided by AEM under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form. These Software License Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Software License Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

By installing the Software and/or purchasing a license(s) to the Software, downloading the Software or Updates, clicking an "ok" or "accept" button during installation or purchase, and/or using the software, Customer agrees to be bound by these Software License Terms.

1. **Definitions.**

   1.1. "***Authorized User***" means an employee, contractor, or third-party provider of Customer who Customer permits to access and use the Software and/or Documentation pursuant to Customer's license hereunder.

   1.2. "***Documentation***" means AEM's user manuals, handbooks, and installation guides relating to the Software provided by AEM to Customer either electronically or in hard copy form.

   1.3. "***Free Updates***" means any Updates that AEM generally makes available free of charge to all licensees of the Software.

   1.4. "***Paid Updates***" means the Updates that AEM provides to licensees of the Software after the initial one (1) year period in exchange for charges set forth on an Order Form for such Paid Updates.

   1.5. "***Software***" means the product described in the Order Form in object code format, including any Updates provided to Customer pursuant to the Master Agreement.

   1.6. "***Third-Party Products***" means any third-party products provided with or incorporated into the Software, including any open source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

   1.7. "***Updates***" means any updates, bug fixes, patches, or other error corrections to the Software. An Update will be reflected as an sub-increment on the current software version number, i.e., 3.1 to 3.2. For the avoidance of doubt, an Update does not include an Upgrade. Updates may be categorized as Free Updates or Paid Updates.

   1.8. "***Upgrade***" is a new version of the software representing a significant change or major improvement in the Software, introducing new features, functionality or options not found in the prior version. Upgrades will be represented by an increment to the primary version number, i.e., 3.1 to 4.1.

2. **License Grant.**

   2.1. Grant. Subject to, and conditioned on Customer's payment of the Fees and compliance with all other terms and conditions of the Master Agreement, AEM hereby grants Customer a non-exclusive, non-sublicensable, and non-transferable license during the Term to (a) use the Software solely for Customer's internal business purposes up to the number of Authorized Users set forth in the Order Form; and (b) use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's use of the Software. The scope and duration of the foregoing license shall be the license term specified in the Order Form. Customer may make one copy of the Software solely for back-up, disaster recovery, and testing purposes. Any such copy of the Software: (i) remains AEM's exclusive property; (ii)

is subject to the terms and conditions of the Master Agreement; and (iii) must include all copyright or other proprietary rights notices contained in the original.

2.2. User Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in these Software License Terms. Without limiting the foregoing and except as otherwise expressly set forth in these Software License Terms, Customer shall not at any time, directly or indirectly: (a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (d) remove any proprietary notices from the Software or the Documentation; or (e) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

2.3. Reservation of Rights. AEM reserves all rights not expressly granted to Customer in these Software License Terms. Except for the limited rights and licenses expressly granted under these Software License Terms, nothing in these Software License Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software.

3. **Customer Responsibilities**.

3.1. General. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Software License Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Software License Terms if taken by Customer will be deemed a breach of these Software License Terms by Customer. Customer shall take reasonable efforts to make all Authorized Users aware of these Software License Terms' provisions as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions.

3.2. Third-Party Products. AEM may distribute certain Third-Party Products with the Software. For purposes of these Software License Terms, such Third-Party Products are subject to their own license terms and the applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for such Third-Party Product, then Customer should not install or use such Third-Party Products.

4. **Updates and Upgrades; Software Maintenance**.

4.1. For a period of one (1) year from the earlier of the date Customer (a) downloads the Software, (b) installs the Software, (c) purchases the Software, or (d) clicks an "ok" or "accept" button during installation or purchase of the Software (the "***Effective Date***"), AEM will deliver Free Updates to Customer (together with all Documentation related to the Updates) no later than when AEM delivers or makes those Updates available to its other customers.

4.2. In the absence of a separate Software Maintenance Agreement entered into by and between the Parties, after the expiration of the initial one (1)-year period, AEM will deliver to Customer all Paid Updates necessary to maintain the Software's conformance with the Documentation, the applicable Order Form, and the Agreement at its usual and customary commercial price, if ordered by Customer. AEM will notify Customer as far in advance as reasonably possible, but in no event less than sixty (60) days prior to release, of each Paid Update.

5. **Intellectual Property Ownership; Feedback; Data Rights**.

5.1. Customer acknowledges that, as between Customer and AEM, AEM owns all right, title, and interest, including all intellectual property rights, in and to the Software and Documentation and, with respect to Third-Party Products, the applicable third-party licensors own all right, title and interest, including all intellectual property rights, in and to the Third-Party Product.

5.2. If Customer or any of its employees or contractors sends or transmits any communications or materials to AEM by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("***Feedback***"), AEM is free to use such Feedback irrespective

of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to AEM on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and AEM is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although AEM is not required to use any Feedback.

5.3. AEM retains all rights to data generated or delivered through the Software (hereinafter "***Data***") other than Customer Data (defined below). AEM grants Customer a limited license for use of such Data, in connection with Customer's internal business purposes, but for no other purpose. AEM shall have exclusive rights for resale or to otherwise use Data provided by AEM through the Software. To the extent that the provision of the Software or other Services requires AEM to collect information from Customer employees, members, or other constituents (collectively "***Customer Data***") Customer hereby grants to AEM a non-exclusive royalty-free, worldwide, perpetual license to store, reproduce, distribute, and display the Customer Data in connection with the provision of the Software and Services hereunder.

6. **Limited Warranties and Warranty Disclaimer**.

6.1. AEM warrants that (a) the Software will perform materially as described in the Documentation for a period of one (1) year following the Effective Date; and (b) at the time of delivery the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation. THE FOREGOING WARRANTIES DO NOT APPLY, AND AEM STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

6.2. The warranties set forth in Section 6.1 of these Software License Terms do not apply and become null and void if Customer breaches any provision of these Software License Terms or other provisions of the Agreement, or if Customer, any Authorized User, or any other person provided access to the Software by Customer or any Authorized User, whether or not in violation of this Agreement: (a) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by AEM in writing; (b) modifies or damages the Software; or (c) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by AEM in writing.

6.3. If, during the period specified in Section 6.1 of these Software License Terms, any Software fails to comply with the warranty in Section 6.1 of these Software License Terms, and such failure is not excluded from warranty pursuant to Section 6.2 of these Software License Terms, AEM shall, subject to Customer promptly notifying AEM in writing of such failure, at its sole option, either: (a) repair or replace the Software, provided that Customer provides AEM with all information AEM requests to resolve the reported failure, including sufficient information to enable AEM to recreate such failure; or (b) refund the Fees paid for such Software, subject to Customer's ceasing all use of and, if requested by AEM, returning to AEM all copies of the Software. If AEM repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from Customer's receipt of the repair or replacement. The remedies set forth in this Section 6.3 are Customer's sole remedies and AEM's sole liability under the limited warranty set forth in Section 6.1 of these Software License Terms.

6.4. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 OF THESE SOFTWARE LICENSE TERMS, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND AEM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AEM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 OF THESE SOFTWARE LICENSE TERMS, AEM MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

7. **Indemnification**.

7.1. AEM Indemnification. AEM shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("***Losses***") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies AEM in writing of the claim, cooperates with AEM, and allows AEM sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit AEM, at AEM's sole discretion, to (a) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If AEM determines that none of these alternatives is reasonably available, AEM may terminate these Software License Terms and the applicable Order Form, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 7.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (ii) modifications to the Software not made by AEM; or (iii) use of any version other than the most current version of the Software or Documentation delivered to Customer; or (iv) Third-Party Products.

7.2. Customer Indemnification. Customer shall indemnify, hold harmless, and, at AEM's option, defend AEM from and against any Losses resulting from any Third-Party Claim based on Customer's, or any Authorized User's: (a) negligence or willful misconduct; (b) use of the Software or Documentation in a manner not authorized or contemplated by these Software License Terms; (c) use of the Software in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (d) modifications to the Software not made by AEM; (e) use of any version other than the most current version of the Software or Documentation delivered to Customer; and (f) breach of these Software License Terms or the Agreement; provided that Customer may not settle any Third-Party Claim against AEM unless such settlement completely and forever releases AEM from all liability with respect to such Third-Party Claim or unless AEM consents to such settlement, and further provided that AEM will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

7.3. Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND AEM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL AEM'S LIABILITY UNDER THIS SECTION 8 EXCEED THE AMOUNT PAID TO AEM BY CUSTOMER FOR THE SOFTWARE.

8. **Survival**. This Section 9 and Sections 1, 5, 6.4, 7.2, and 7.3 of these Software License Terms shall survive any termination or expiration of this Agreement.

[ * * * ]

**EXHIBIT B**

**Professional Services Terms**

Last Updated Date: March 2, 2026

These Professional Services Terms (these "***Professional Services Terms***") apply to the training services, installation services, meteorological services, advisory services, engineering services, and/or other professional services ordered by Customer or sold or provided by AEM (collectively, the "***Professional Services***") under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form.

These Professional Services Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Professional Services Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

1. **Scope of Professional Services**. AEM shall provide to Customer the Professional Services set out in the Order Form or, as applicable, one or more Scopes of Work (each, a "***SOW***"), incorporated herein by reference. The Professional Services shall be delivered in a competent and workmanlike manner, in accordance with accepted industry practices. AEM reserves the right to assign personnel in its discretion to complete the services but shall, in all cases, assign competent and appropriately trained personnel.

2. **Customer Obligations**. Customer shall: (a) cooperate with AEM in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable AEM to provide the Professional Services; and (b) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in AEM's provision of the Professional Services.

3. **Responsibilities for Delays**. In the event that the provision of Professional Services by AEM are dependent upon Customer deliverables as described in the Order Form or the SOW, as applicable, Customer shall be responsible to complete such deliverables in a timely manner prior to AEM commencing delivery. AEM shall not be responsible for costs or expenses incurred by Customer resulting from such delays. In the event AEM recognizes that timely performance of Professional Services is potentially being jeopardized due to delays by Customer or AEM, AEM will promptly notify Customer of such jeopardy and the Parties will escalate as commercially reasonable in order to keep the work or project on schedule.

4. **Changes Order**. If either Party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other Party in writing in accordance with the notice provisions in the Agreement. AEM shall, within a reasonable time after receiving a Customer-initiated request, or at the time that AEM initiates a change request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; (d) any other impact the change might have on the performance of these Professional Services Terms; and (e) any other information reasonably requested by Customer. Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "***Change Order***"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with the notice provisions of the Agreement. Such Change Order shall be considered an Addendum to Master Agreement and incorporated herein by reference.

5. **Limited Warranty**.
   5.1. AEM warrants that it shall perform the Professional Services: (a) in accordance with the terms and subject to the conditions set out in the respective SOW or the Order Form, as applicable, and these Professional Services Terms; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2. AEM's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) AEM shall use reasonable commercial efforts to promptly cure any such breach; provided, that if AEM cannot cure such breach within a reasonable time after Customer's written notice of such breach, Customer may, at its option, terminate the applicable Order Form by serving written notice of termination in accordance with the terms of the Agreement.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, AEM shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Professional Services or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Professional Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

5.3. AEM MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. **Indemnification**. Customer shall indemnify, defend, and hold harmless AEM and its affiliates and its and their respective officers, directors, employees, agents, successors, and permitted assigns (each, an "***AEM Indemnified Party***") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from Customer's willful, fraudulent or negligent acts or omissions; or (b) Customer's negligence, willful misconduct, or breach of this Agreement, including but not limited to breach of any representation or warranty made by Customer in these Professional Services Term or the Agreement.

7. **Survival**. The rights and obligations of the Parties set forth in this Section 7 and in Sections 5 – 6 of these Professional Services Terms, and any right or obligation of the Parties in these Professional Services Terms which, by its nature, should survive termination or expiration of these Professional Services Terms, will survive any such termination or expiration of these Professional Services Terms.

[ * * * ]

**EXHIBIT C**
**Software and Data as a Service Terms**

Last Updated Date: March 2, 2026

These Software and Data as a Service Terms (these "***Software and Data as a Service Terms***") apply to the services providing accessibility to and use of the on-demand features and functionality of centrally hosted software made available by AEM via a computer or telecommunications network, but specifically excludes data import services, training services, consulting services, advisory services, software development and customization services, and other Professional Services (collectively, the "***Software and Data as a Service***"), under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form. These Software and Data as a Service Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Software and Data as a Service Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

The Software and Data as a Service may require installation of the Sensors in order to function, and Customer hereby authorizes AEM or its designee to install any necessary Sensors or other hardware (as reflected on the Order Form) pursuant to the requirements herein (collectively, the "***AEM Hardware***"). The AEM Hardware component of these Software and Data as a Service Terms is not a sale of goods. All right, title, and interest (including all intellectual property rights) in, and to the Software and Data as a Service, AEM Hardware, and any other data or services provided (including all copies thereof) not expressly granted herein shall remain with AEM. To the extent AEM Hardware is installed, the terms and conditions of the Sensor Hosting Services Terms shall govern solely with respect to such AEM Hardware.

Any implementation services, installation services, configuration services, or other Professional Services provided by AEM under the Agreement with respect to any Software and Data as a Service shall be described in the applicable Scope of Work (as defined in the Professional Services Terms) or the Order Form and shall be governed by the Professional Services Terms.

1. **Definitions**.

1.1. "***AEM IP***" the Software and Data as a Service, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, AEM IP does not include Customer Data.

1.2. "***Authorized User***" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software and Data as a Service under the rights granted to Customer pursuant to the Master Agreement.

1.3. "***Customer Data***" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software and Data as a Service.

1.4. "***Documentation***" means AEM's user manuals, handbooks, and guides relating to the Software and Data as a Service provided by AEM to Customer either electronically or in hard copy form.

1.5. "***Third-Party Products***" means any third-party products provided with or incorporated into the Software and Data as a Service.

2. **Access and Use**.

2.1. Right to Access and License. Subject to and conditioned on Customer's payment of the Fees and compliance with all other terms and conditions of these Software and Data as a Service Terms, AEM hereby grants Customer a non-exclusive, non-transferable right to access and use the Software and Data as a Service during the Term solely for use by Authorized Users in accordance with the terms and conditions contained herein. Such use is limited to Customer's internal use. AEM hereby also grants Customer a non-exclusive, worldwide license during the Term to (a) access, install, execute, reproduce, and use in connection with the Software and Data as a Service any hardware, software, interface, web site, platform, system, process, or technology provided or made available by AEM in connection with the rights granted under this Section 2.1 ("***Technology***"), and (b) combine the Technology with the Software and Data as a Service, Customer Data, and data provided or made available by AEM, for Customer's internal business purposes.

2.2. Data Rights. AEM retains all rights to data generated or delivered through the Software and Data as a Service

(hereinafter "***Data***") other than Customer Data (defined below). AEM grants Customer a limited license for use of such Data, in connection with Customer's internal business purposes, but for no other purpose. AEM shall have exclusive rights for resale or to otherwise use Data provided by AEM through the Software and Data Service. To the extent that the provision of the Software and Data as a Service requires AEM to collect Customer Data, Customer hereby grants to AEM a non-exclusive, fully paid-up royalty-free, worldwide license to store, reproduce, distribute, and display the Customer Data in connection with the provision of the Software and Data as a Service hereunder.

2.3. Documentation License. AEM hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Software and Data as a Service.

2.4. Use Restrictions.

(a) Customer shall not use the Software and Data as a Service for any purposes beyond the scope of the access granted in these Software and Data as a Service Terms. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software and Data as a Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software and Data as a Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software and Data as a Service, in whole or in part; or (iv) remove any proprietary notices from the Software and Data as a Service or Documentation.

(b) Customer shall not, and shall not permit any Authorized User to: (i) resell, sublicense, distribute or otherwise provide access to the Data to any third party or use the Data outside the scope of the license granted herein; (ii) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Data; (iii) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Data for any purpose without the express written consent of AEM; (iv) combine Data with the personally identifiable information for the purpose of targeted advertising; (v) use the Data to conduct or promote any illegal activities; (vi) use the Data to generate campaigns in violation of a third party website's terms of use; (vii) use the Data to stalk, harass or harm another individual; (viii) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; or (ix) use any portion of the Data or AEM's tradenames or trademarks in any manner that may give a false or misleading impression, attribution, or statement as to AEM, or as to any third party. Customer agrees to use the Data only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities or industry self-regulatory groups.

2.5. Reservation of Rights. AEM reserves all rights not expressly granted to Customer in these Software and Data as a Service Terms. Except for the limited rights and licenses expressly granted under these Software and Data as a Service Terms, nothing in these Software and Data as a Service Terms. grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the AEM IP.

2.6. Suspension. Notwithstanding anything to the contrary in this Agreement, AEM may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Software and Data as a Service if: (a) AEM reasonably determines that (i) there is a threat or attack on any of the AEM IP; (ii) Customer's or any Authorized User's use of the AEM IP disrupts or poses a security risk to the AEM IP or to any other customer or vendor of AEM; (iii) Customer, or any Authorized User, is using the AEM IP for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) AEM's provision of the Software and Data as a Service to Customer or any Authorized User is prohibited by applicable law; or (b) any vendor of AEM has suspended or terminated AEM's access to or use of any third-party services or products required to enable Customer to access the Software and Data as a Service (any such suspension described in subclause (a) or (b), a "***Service Suspension***"). AEM shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Software and Data as a

Service following any Service Suspension. AEM shall use commercially reasonable efforts to resume providing access to the Software and Data as a Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. AEM will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. **Customer Responsibilities**.

3.1. General. Customer is responsible and liable for all uses of the Software and Data as a Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Software and Data as a Service Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Software and Data as a Service Terms if taken by Customer will be deemed a breach of these Software and Data as a Service Terms by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of these Software and Data as a Service Terms' provisions as applicable to such Authorized User's use of the Software and Data as a Service and shall cause Authorized Users to comply with such provisions.

3.2. Third-Party Products. AEM may from time to time make Third-Party Products available to Customer. For purposes of these Software and Data as a Service Terms, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. **Software Updates and Upgrades**.

4.1. Maintenance Updates. AEM shall provide Customer with continuing maintenance of the most current release of the Software and Data as a Service during the Term, subject to the terms herein. Such maintenance shall include the correction of material defects or bugs discovered by AEM in the Software and Data as a Service.

4.2. New Releases and Upgrades. AEM may develop from time-to-time new releases of and/or enhancements to the Software and Data as a Service. Such enhancements shall be provided for Customer's use during the Term then current pricing.

4.3. New Products and Sun-Setting. AEM reserves the right to "sunset", i.e., discontinue and end support for versions of the Software and Data as a Service and replace them with new versions when technically necessary or advantageous to do so. AEM shall use all commercially reasonable efforts to notify Customers well in advance of any planned sunset and provide information on the any new version being planned. AEM cannot guarantee backward compatibility or complete feature parity between old and new versions.

5. **Installation/Preventative Maintenance**. Installation of the AEM Hardware will be provided as described on the Order Form. Any preventative maintenance if purchased, shall be limited to one (1) visit per year and shall be governed by the Professional Services Terms. Such preventative maintenance covers all labor, calibration or other testing, and repair of hardware not requiring parts. Such preventative maintenance does not cover parts or the relocation of hardware. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. If non-standard equipment (e.g., a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.

6. **Technical Requirements**. Customer agrees to connect, at its sole cost and expense, the hardware to a full-time Internet connection. Customer further agrees to always maintain such hardware in an operational mode and to permit AEM authorized outside access to system data through the Internet connection. The Internet expense is solely Customer's obligation.

7. **Intellectual Property Ownership**.

7.1. AEM IP. Customer acknowledges that, as between Customer and AEM, AEM owns all right, title, and interest, including all intellectual property rights, in and to the AEM IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Product.

7.2. Customer Data. AEM acknowledges that, as between AEM and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to AEM

a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and use and display the Customer Data solely to the extent necessary for AEM to provide the Software and Data as a Service to Customer.

7.3. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to AEM by mail, email, telephone, or otherwise, suggesting or recommending changes to the AEM IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("***Feedback***"), AEM is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to AEM on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and AEM is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although AEM is not required to use any Feedback.

8. **Limited Warranties and Disclaimers**.

8.1. Warranties. AEM represents, warrants, and covenants to Customer that AEM will perform the Software and Data as a Service using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under these Software and Data as a Service Terms. AEM does not make any representations or guarantees regarding uptime or availability of the Software and Data as a Service. Customer represents, warrants, and covenants to AEM that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by AEM and processed in accordance with these Software and Data as a Service Terms, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights, of any third party or violate any applicable law.

8.2. Lightning Disclaimer. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short-term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by AEM and/or its data suppliers.

8.3. Disclaimer of Warranties. THE SOFTWARE AND DATA AS A SERVICE INCLUDES DATA SOURCED FROM THIRD PARTIES INCLUDING GOVERNMENT SOURCES AND ARE DELIVERED OVER A VARIETY OF COMMUNICATION NETWORKS, INCLUDING THE PUBLIC INTERNET. AS SUCH, EXCEPT AS PROVIDED ABOVE, THE SOFTWARE AND DATA AS A SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED HEREIN, AEM MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT AEM IS NOT RESPONSIBLE FOR THE ABSOLUTE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SOFTWARE AND DATA AS A SERVICE, AND AEM SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE OR NON-RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

9. **Indemnification**.

9.1. AEM Indemnification. AEM shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("***Losses***") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("***Third-Party Claim***") that the Software and Data as a Service, or any use of the Software and Data as a Service in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies AEM in writing of such Third-Party Claim, cooperates with AEM, and allows AEM sole authority to control the defense and settlement of such Third-Party Claim. If a Third-Party Claim is made or appears possible, Customer agrees to permit AEM, at AEM's sole discretion, to (a) modify or replace the Software and Data as a Service, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If AEM determines that neither alternative is reasonably available, AEM may terminate this Agreement, in its entirety or

with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Software and Data as a Service in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (ii) modifications to the Software and Data as a Service not made by AEM; (iii) Customer Data; or (iv) Third-Party Products.

9.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless AEM and its affiliates and its and their respective officers, directors, employees, agents, successors, and assigns (each, an "***AEM Indemnitee***") from and against any and all Losses incurred by such AEM Indemnitee resulting from any Third-Party Claim that arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data, including any processing of Customer Data by or on behalf of AEM in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including AEM's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by AEM; (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under these Software and Data as a Service Terms or the Agreement; (d) use of the Software and Data as a Service in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (e) modifications to the Software and Data as a Service not made by AEM; or (f) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with these Software and Data as a Service Terms; provided that Customer may not settle any Third-Party Claim against AEM unless AEM consents to such settlement, and further provided that AEM will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. **Survival**. This Section 10 and Sections 1, 7, 8.2, 8.3, and 9.2, and any right or obligation of the Parties in these Software and Data as a Service Terms which, by its nature, should survive termination or expiration of these Software and Data as a Service Terms, will survive any such termination or expiration of these Software and Data as a Service Terms.

[ * * * ]

**EXHIBIT D**
**MAINTENANCE TERMS**

Last Updated Date: March 2, 2026

These Maintenance Terms (these "***Maintenance Terms***") apply to the provision of the Maintenance Services (as defined in Section 1 of these Maintenance Terms) that are ordered by Customer or sold or provided by AEM to the extent such Maintenance Services are included with the Products or Services as reflected on the Order Form under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form.

These Maintenance Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Maintenance Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

1. **Scope of Maintenance Services**. AEM shall provide to Customer the following maintenance activities subject to the express terms and conditions expressed herein (such activities, the "***Maintenance Services***"):
   (a) AEM will assign a technician (the "***Technician***") to the Customer location for scheduling which may take up to four (4) weeks to be completed.
   (b) The Technician will need access to the areas of Customer's location where both the outdoor and indoor equipment are installed.
   (c) During a maintenance visit, the Technician will troubleshoot the reported issue to identify the solution. Once the issue is determined, the Technician will inform Customer of the cause and what is required to make the system operational again.
   (d) Upon completion of the work required during the maintenance visit, the Technician will perform a test of the Products to ensure everything is in working order, and Customer will then be presented with a work order for signature to demonstrate that the work has been completed in a satisfactory manner.
   (e) The Maintenance Services cover all labor for the troubleshooting and repair of the Products; provided, however, that replacement parts must be purchased by Customer at then-current prices for such replacement parts. AEM reserves the right to substitute replacement parts of like kind and quality. For the avoidance of doubt, the Maintenance Services does not cover the relocation of any Products.
   (f) If non-standard equipment (e.g. a lift) is required to access the Products, Customer agrees to either supply such equipment or cover the rental expense. In the event Customer supplies such equipment, Customer shall be solely responsible for any damage or destruction to such equipment in the provision of the Maintenance Services.
   (g) Customer shall, prior to scheduling any maintenance visit, consult with AEM's technical support by phone to determine whether it is possible to resolve any issues in such manner.

2. **Customer Obligations**. Customer shall: (a) cooperate with AEM in its performance of the Maintenance Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable AEM to provide the Maintenance Services; and (b) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in AEM's provision of the Maintenance Services. Further, Customer agrees to maintain the applicable Products subject to the Maintenance Services in a workmanlike manner, but in no way less than the standards to which Customer maintains other similar assets in the prudent management of its assets and properties, so as to ensure that such Product is fit for its intended use and is in good working order, condition and repair, ordinary wear and tear expected.

3. **Responsibilities for Delays**. In the event that the provision of Maintenance Services by AEM are dependent upon Customer deliverables as described in the SOW, Customer shall be responsible to complete such deliverables in a timely manner prior to AEM commencing delivery. AEM shall not be responsible for costs or expenses incurred by Customer resulting from such delays. In the event AEM recognizes that timely performance of Maintenance Services is potentially being jeopardized due to delays by Customer or AEM, AEM will promptly notify Customer of such jeopardy and the Parties will escalate as commercially reasonable in order to keep the work or project on schedule.

4. **Limited Warranty**.

(a) AEM warrants that it shall perform the Maintenance Services: (a) in accordance with the terms and subject to the conditions set out in the respective SOW and these Maintenance Terms; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) AEM's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(i) AEM shall use reasonable commercial efforts to promptly cure any such breach; provided, that if AEM cannot cure such breach within a reasonable time after Customer's written notice of such breach, Customer may, at its option, terminate the applicable Order Form by serving written notice of termination in accordance with the terms of the Agreement.
(ii) In the event the Agreement is terminated pursuant to Section 4(b)(i) above, AEM shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Professional Service or Deliverables (as defined in Section 5 below), less a deduction equal to the fees for receipt or use of such Deliverables or Professional Service up to and including the date of termination on a pro-rated basis.
(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(c) AEM MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 4(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. **Indemnification**. Customer shall indemnify, defend, and hold harmless AEM and its affiliates and its and their respective officers, directors, employees, agents, successors, and permitted assigns (each, an "***AEM Indemnified Party***") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs (collectively, "***Losses***") arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from Customer's willful, fraudulent or negligent acts or omissions; or (b) Customer's negligence, willful misconduct, or breach of this Agreement, including but not limited to breach of any representation or warranty made by Customer in these Maintenance Terms or the Agreement.

6. **Survival**. The rights and obligations of the Parties set forth in this Section 6 and in Sections 2 – 4 of these Maintenance Terms, and any right or obligation of the Parties in these Maintenance Terms which, by its nature, should survive termination or expiration of these Maintenance Terms, will survive any such termination or expiration of these Maintenance Terms.

[ * * * ]

**EXHIBIT E**

**Hardware Purchase Terms**

Last Updated Date: March 2, 2026

These Hardware Purchase Terms (these "***Hardware Purchase*** Terms") apply to the purchase of AEM-manufactured equipment as described on the Order Form (the "***Products***") by Customer under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form. Customer's acceptance and use of the Products shall be deemed to constitute confirmation and acceptance of the Hardware Purchase Terms.

These Hardware Purchase Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Hardware Purchase Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

1. **Delivery and Title**. Unless otherwise agreed to by AEM, all delivery of Product shall be made EXW and the carrier shall be deemed to be Customer's agent. Delivery of the Product to the carrier shall constitute delivery of the Product to Customer. Title to Product and risk of loss shall pass to Customer upon delivery to the carrier provided that AEM reserves all right to stoppage in transit. Selection of carrier and of delivery route shall be made by AEM unless specified by Customer. Customer acknowledges that lead times and delivery dates provided by AEM are estimates only. AEM reserves the right to ship before the delivery date if Product is available to ship. AEM shall not be liable for delays in delivery or for failure to perform due to causes beyond its reasonable control. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting AEM to any liability or penalty. If Product is damaged, lost, or stolen while in the custody of the carrier, AEM shall be deemed to have performed its obligations in full. Delivery of a quantity, which varies from the quantity specified, shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Customer to cancel other installments. AEM reserves the right to modify, alter, substitute or discontinue Products without notice and to cancel customer orders related to such Product without penalty.
2. **Inspection and Acceptance; Nonconforming Products**. It is Customer's responsibility to inspect and accept each Product at the time of delivery. Failure of Customer to inspect and accept the Product at that time waives Customer's rights to inspection and acceptance as a term of the contract. Customer shall perform whatever inspection or tests Customer deems necessary as promptly as possible but in no event later than ten (10) days after delivery of the Product (the "***Inspection Period***"), after which time Customer will be deemed to have irrevocably accepted the Product. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein. Customer will be deemed to have accepted the Products unless it notifies AEM in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by AEM. As used herein, "***Nonconforming Products***" means only the following: (a) product shipped is different than identified in Customer's purchase order; or (b) product's label or packaging incorrectly identifies its contents. If Customer timely notifies AEM of any Nonconforming Products, AEM shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the price paid for such Nonconforming Products. Customer shall ship, at its expense and risk of loss, the Nonconforming Products to AEM's facility communicated to Customer. If AEM exercises its option to replace Nonconforming Products, AEM shall, after receiving Customer's shipment of Nonconforming Products, ship to Customer, at Customer's expense and risk of loss, the replaced Products to Customer's address on the applicable Order Form. Customer acknowledges and agrees that the remedies set forth in this Section 2 are Customer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under this Section 2, all sales of Products to Customer are made on a one-way basis and Customer has no right to return Products purchased hereunder to AEM.
3. **Buyer's Acts or Omissions**. If AEM's performance of its obligations under these Hardware Purchase Terms is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, AEM shall not be deemed in breach of its obligations under these Hardware Purchase Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent

arising directly or indirectly from such prevention or delay.

4. **Price**. Customer shall purchase the Products from AEM at the prices (the "***Prices***") set forth in AEM's published price list in force as of the date of the Order Form. If the Prices should be increased by AEM before delivery of the Products to a carrier for shipment to Customer, then these Hardware Purchase Terms shall be construed as if the increased prices were originally inserted herein, and Customer shall be billed by AEM on the basis of such increased prices. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, AEM's income, revenues, gross receipts, personal or real property, or other assets.

5. **Web Services**. If any Software and Data as a Service is provided as part of this package purchase, the terms set forth in the Software and Data as a Service Terms shall apply.

6. **Product Warranty**. Measured from the date of receipt of a Product by Customer (the "***Purchase Date***"), for (a) for a period of twenty-four (24) months with respect to Products that are not vehicle-mounted (the "***Standard Product Warranty Period***") and (b) for a period of twelve (12) months with respect to vehicle-mounted Products (the "***Vehicle-Mounted Product Warranty Period***" and together with the Standard Product Warranty Period, the "***Warranty Period***"), AEM warrants to Customer that the Product complies with the AEM product specifications in effect on the Purchase Date and is free of defect in materials and workmanship (the "***Limited Warranty***"), subject to the following conditions:

    a. the Customer must notify AEM of a warranty claim in writing within the applicable Warranty Period (a "***Warranty Claim***") and must ship, at its own expense, the Product to AEM, or to AEM's designated depot.

    b. AEM will review and verify each Warranty Claim and will, at its own discretion under each valid Warranty Claim, repair or replace the Product and return or ship the replacement Product to the Customer, free of charge in full satisfaction of the Warranty Claim.

    c. AEM shall be entitled to use new and/or reconditioned parts in performing warranty repair or providing a replacementProduct and also reserves the right to use parts or Product of new or improved design in any repair or replacement; all replacedProduct and/or any parts removed from repaired Products shall become the property of AEM.

    d. The Limited Warranty will continue to apply and remain in effect for the balance of the applicable Warranty Period (and not the repair or replacement date).

    e. The Limited Warranty does not provide cover or extend to the following which are expressly excluded:

        i. failure due to normal wear and tear of the Product;
        ii. failure due to extreme operating conditions or environment in which the Product is placed;
        iii. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages contrary to Product specifications;
        iv. Products which have been repaired or altered other than by AEM or AEM's authorized representative;
        v. Products utilized as a component part of another product or equipment assembly;
        vi. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product; or
        vii. failure due to acts of God.

    f. The Limited Warranty is not transferable and only applies to the first end-user purchaser of the Product.

    g. The Customer acknowledges that AEM does not warrant the results obtained from the Product or the implementation of recommendations made by AEM concerning the use, design or application of the Product.

h. Notwithstanding any terms and condition of sale and subject at all times to any of the limitations expressed in the Limited Warranty, no action by Customer may be brought at any time for any reason against AEM more than twenty-four (24) months after the facts occurred upon which the cause of action arose.

i. In the case of any products furnished by AEM as part of the Order Form that are manufactured by a third party, such product shall carry the original manufacturer's warranty only and the Limited Warranty shall not apply and AEM shall have no responsibility for any warranty with respect to such product.

7. **Service Warranty**. AEM warrants its service work, repairs, replacement parts, and modifications to Products under the Limited Warranty to be free of defects inmaterials and workmanship for the first 6 months after the service date of the equipment (the "***Service Warranty***"). In the event of a valid Service Warranty claim within this time-frame, AEM will repair or replace those defective replacement parts and provide any remedial maintenance to the previously serviced equipment free of charge and in full satisfaction of the Service Warranty claim,subject to the following:

(a) AEM's obligations under the Service Warranty require that the Customer return of the relevant Product or parts to AEM at such address as may be provided by AEM from time to time, in orderfor any required repair or maintenance to be conducted.

(b) When a Service Warranty claim is made, it will first be reviewed and verified by AEM to establish any damage or malfunction,so that AEM may determine, in its sole discretion, whether a Service Warranty claim is valid and applicable.

(c) This Service Warranty is limited to those replacement parts that are defective, in the sole judgment of AEM, and any repairsnecessitated by those same defective parts, and not to any other parts or services.

(d) If AEM determines that a Service Warranty claim is not valid, the Customer may still choose to have the subject Products orparts repaired at AEM current rates or returned to them in their original 'as received condition' by AEM, at the Customer's expense.

(e) A standard one-hour evaluation fee, at current AEM rates, applies to all equipment that is returned to AEM for repair and maintenance, including equipment not repaired and returned to the Customer in the 'as received condition'.

8. **Field Service Warranty.** AEM warrants its field service for Products under the Limited Warranty to be free of defects in workmanship for the first three (3) months after the date on which such field services were performed (the "**Field Service Warranty**") by AEM authorized, trained and certified personnel. In the event of a valid Field Service Warranty claim within this timeframe, AEM will provide any remedial field services free of charge and in full satisfaction of the Field Service Warranty claim, subject to the following:

a. AEM's obligation under this warranty shall be limited to field services performed and/or provided by AEM authorized, trained and certified personnel only.

b. When a Field Service Warranty claim is made, it will first be reviewed and verified by AEM to establish any damage ormalfunction, so that AEM may determine, in its sole discretion, whether a Field Service Warranty claim is valid and applicable.

c. For each Field Service Warranty claim, AEM will require documentation setting out the AEM authorization, training andcertification of any personnel involved in performing and/or providing the related field work.

9. **Service Warranty and Field Service Warranty Exclusions.** The AEM Service Warranty and Field

Service Warranty set outabove do not provide cover or extend to the following which are expressly excluded:

a. failure due to normal wear and tear of the Product;
b. failure due to extreme operating conditions or environment in which the Product is placed;
c. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or inputvoltages contrary to product specifications;
d. Products which have been repaired or altered other than by AEM or AEM's authorized representative;
e. Products utilized as a component part of another product or equipment assembly;
f. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product;
g. failure due to acts of God; and
h. for greater clarity, the Service Warranty and Field Service Warranty apply to physical services provided in connection with Products, but do not apply to any Software and Data as a Service which may be offered by AEM from time to time.

10. **Alterations and Attachments**. If Customer makes alterations or attaches a device or any other item to the Product as sold and installed, all warranties provided in these Hardware Purchase Terms shall be voided and AEM has no further obligation under such warranty.

11. **Lightning Disclaimer**. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short-term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by AEM and/or its data suppliers.

12. **Disclaimer of Implied Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THESE HARDWARE PURCHASE TERMS, THE PRODUCT AND ANY SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED HEREIN, AEM MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Maintenance/Installation.** Installation of the Products will be provided as described on the Order Form. Any preventative maintenance if purchased, shall be limited to one (1) visit per year and shall be governed by the Professional Services Terms. Such preventative maintenance covers all labor, calibration or other testing, and repair of hardware not requiring parts. Such preventative maintenance does not cover parts or the relocation of hardware. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. If non-standard equipment (e.g., a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.

14. **Data Plans.** Data plans provided by AEM will be subject to the terms in this Section 14. In the event there is a conflict between this Section 14 and another section in these Hardware Purchase Terms with respect to data plans, the terms in this Section 14 will prevail. AEM shall have no responsibility for data services or transmission methods or networks outside of its control.

    a. Data Plan Types: Data plans provided by AEM will be available as subscription data plans (the "***Subscription Data Plan***") orprepaid data plans (the "***Pre-Paid Data Plan***"), as may be provided by AEM from time to time, and as set out in an Order Form. The following applies to such data plans:

        i. In the event Customer exceeds the data allowance (the "***Data Overage***") under the selected Subscription Data Plan, AEM will automatically increase Customer to the next tier Subscription Data Plan sufficient to accommodate the Data Overage, and bill for such increased Subscription Data Plan in such period. In the period following billing for a Data Overage, Customer will be moved back to the originally selected Subscription Data Plan.

ii. In the event Customer exceeds the amount of data purchased under the Pre-Paid Data Plan, it shall be the sole responsibility of Customer to purchase additional data to ensure continued data services. Customer is solely responsible for monitoring its data usage, and AEM is under no obligation to notify Customer of the data consumption amount or continue to provide data services beyond the Pre-Paid Data Plan and AEM shall not be liable for any loss or damages arising from the discontinued provision of data services in the event that the Pre-Paid Data Plan is fully consumed.

iii. AEM reserves the right to amend or withdraw the pricing available under the Subscription Data Plan or Pre-Paid Data Plan and will notify Customer thirty (30) days prior to such amendment or withdrawal. Subscription Data Plans will automatically re-new once the period is over, unless Customer provides AEM with one (1) months' notice of cancellation.

iv. Telephone Numbers: A telephone number may not appear in more than one terminal or SIM. Customer has no propertyright to the telephone number and AEM reserves the right to assign, designate, or change the telephone number. If Customer wishes to change its assigned telephone number, AEM may charge Customer a fee associated with changing the telephone number.

v. Data transmission and dropped calls: AEM makes no representation as to the success of data calls and dropped calls may occur due to the potential for incorrect use or anomalies. AEM will not be responsible for data call attempts regardless of ultimate successful transmission and Customer will pay for such data call attempts accordingly.

vi. Subscription Data Plan: If the Customer cancels the Subscription Data Plan before the applicable period is over, AEM will charge Customer an early termination fee.

vii. Pre-Paid Data Plan Balance: Each prepaid SIM will maintain its balance until the earlier of consumption by Customer or the applicable expiry date for the prepaid credit (the "***Validity Period***"). At the end of the Validity Period the remaining balance on the SIM will be forfeited. If Customer adds additional credit tothe prepaid SIM prior to the end of the Validity Period, the Validity Period will be extended to the applicable expiry date of the new prepaid credit. Prepaid SIMs are non-refundable.

b. Suspension of a SIM card: Should a SIM card be suspended, Customer will remain responsible for the charges under the applicable Data plan.

c. Barring of Terminal/Satellite Equipment: AEM reserves the right to bar the IMEI of a terminal with a SIM card for any breach of the Master Agreement. In the event a terminal is reported stolen, Customer can request AEM in writing to bar the terminal.

d. Licensing: If Customer wishes to make use of its data plan while in foreign territories other than as set out in an Order, Customer will be responsible for obtaining any and all licensing or approvals that will be required to operate within that territory.AEM does not guarantee the authority to radiate from territories other than those allowing trans-border operations of satellite phone equipment without a license.

e. Data Services: AEM makes no representation that it can provide uninterrupted services and shall not be liable or issue creditfor interrupted services unless caused by the gross negligence of AEM. AEM shall not be liable for the acts and omissions of other carriers, equipment failures or modifications related to the transmission of data, or other causes beyond AEM's reasonable control.

f. Value-Added Services: Customer is responsible for all long distance and roaming charges (if applicable), and any Customer elected value-added services.

g. Additional Terms: Customer may be required from time to time to agree to additional terms and conditions, acknowledgements, or agreements as may be required by third party service providers as a result of using the services described herein and Customer acknowledges that their use of the data services may be conditional upon acceptance of such terms.

h. Prohibited Uses: Customer will not use the services described herein for the purposes of remote medical monitoring or for location-based services.

i. Maintenance of Data Services: Data services may require routine maintenance or system reconfigurations and updates ("***Data Service Upgrades***"). AEM and third-party data service providers have the right to perform such Data Services Upgrades and will use reasonable efforts to notify Customer of such Data Service Upgrades prior to implementation.

j. Customer Information: AEM may need to provide Customer information such as full name, address, fax, email, telephone numbers and account details (the "***Customer Information***") to third party service providers. Customer agrees to provide Customer Information to AEM and will notify AEM of any changes to the Customer Information, as soon as reasonably possible.

15. **Export Control/Use of Product.** Customer certifies that it will be the recipient of Products to be delivered by AEM and acknowledges that the Product may be subject to the export and/or import control laws and regulations including those of the United States and, where applicable, Canada. Customer agrees that it shall, at the request of AEM, provide end-user documentation and certification and that it shall otherwise strictly comply with all Canada and U.S. export laws and assume sole responsibility for obtaining licenses and/or permits to export or re-export as may be required. Customer agrees that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited.

[ * * * ]

# END USER LICENSE AGREEMENT

Last Updated Date: March 2, 2026

This End User License Agreement, including the Order Form which by this reference is incorporated herein (this "***Agreement***"), is a binding agreement between AEM Commercial, Inc., a Delaware corporation ("***AEM***"), and the Person identified on the Order Form as the licensee of the Software ("***Licensee***"). Any capitalized terms used herein shall have the meanings ascribed to them in Section 1.

**AEM PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT END USER ACCEPTS AND COMPLIES WITH THEM. BY CLICKING THE "ACCEPT" BUTTON OR CHECKING THE "ACCEPT" BOX ON THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, AEM WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO LICENSEE AND YOU MUST NOT DOWNLOAD OR INSTALL THE SOFTWARE OR DOCUMENTATION.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING THE SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF AEM'S SOFTWARE.**

If the initial use of the Software is on a trial basis, the Agreement will apply only for the trial period, unless the use is converted to full-time, at which time this Agreement will continue in force for the duration of the Term (as defined in Section 11(a)).

1. **Definitions**. For purposes of this Agreement, the following terms have the following meanings:

(a) "***Authorized Users***" means solely those individuals authorized to use the Software pursuant to the license granted under this Agreement.

(b) "***Content***" any and all data, information and images generated by, collected by or displayed on the Software.

(c) "***Documentation***" means AEM's user manuals, handbooks, and installation guides relating to the Software provided by AEM to Licensee either electronically or in hard copy form.

(d) "***Effective Date***" means the earlier of (i) the date set forth on the Order Form that specifies the license commencement date, (ii) the date Licensee downloads or installs the Software, or (iii) the date Licensee clicks an "ok" or "accept" button during installation, download, or purchase of the Software.

(e) "***Fees***" means the fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

(f) "***Free Updates***" means any Updates that AEM generally makes available free of charge to all licensees of the Software.

(g) "***Intellectual Property Rights***" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(h) "***Order Form***" means the order form filled out and submitted by or on behalf of Licensee, and accepted by AEM, for Licensee's purchase of the license for the Software granted under this Agreement.

(i) "***Paid Updates***" means the Updates that AEM provides to licensees of the Software after the initial one (1) year period in exchange for charges set forth on an Order Form for such Paid Updates.

(j) "***Person***" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

(k) "***Software***" means the product described in the Order Form in object code format, including any Updates provided to Licensee pursuant to this Agreement.

(l) "***Third Party***" means any Person other than Licensee or AEM.

(m) "***Trademarks***" means the trademarks and the associated logos of the Software, and/or AEM.

(n) "***Updates***" means any updates, bug fixes, patches, or other error corrections to the Software. An Update will be reflected as an sub-increment on the current software version number, i.e., 3.1 to 3.2. For the avoidance of doubt, an Update does not include an Upgrade. Updates may be categorized as Free Updates or Paid Updates.

(o) "***Upgrade***" is a new version of the software representing a significant change or major improvement in the Software, introducing new features, functionality or options not found in the prior version. Upgrades will be represented by an increment to the primary version number, i.e., 3.1 to 4.1.

2. **License Grant and Scope**. Subject to and conditioned upon Licensee's payment of the Fees and Licensee's compliance with all terms and conditions set forth in this Agreement, AEM hereby grants Licensee a non-exclusive, non-sublicensable, non-transferable license, during the Term and solely by and through its Authorized Users, to:

(a) Download, copy, and install in accordance with the Documentation one (1) copy of the Software on each computer owned or leased, and controlled by, Licensee. For the avoidance of doubt, Licensee shall permit only one (1) Authorized User at a single computer to access the Software. In addition to the foregoing, Licensee has the right to make one (1) copy of the Software solely for archival purposes and one copy of the Software solely for backup purposes, provided that Licensee shall not, and shall not allow any Person to, install or use any such copy other than if and for so long as any copy installed in accordance with the preceding sentence is inoperable and, provided, further, that Licensee uninstalls and otherwise deletes such inoperable copy(ies). All copies of the Software made by the Licensee: (i) will be the exclusive property of AEM; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

(b) Use and run the Software as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes. Such use is permitted only on the computer on which the Software is installed, at the physical location thereof and not via any remote access or other network.

(c) Download or otherwise make one (1) copy of the Documentation per copy of the Software permitted to be downloaded and installed in accordance with this Agreement and use such Documentation, solely in support of its licensed use of the Software in accordance herewith. All copies of the Documentation made by Licensee: (i) will be the exclusive property of AEM; (ii) will be subject to the terms and conditions of this Agreement; and (iii) must include all Intellectual Property Rights notices contained in the original.

3. **Third-Party Materials**. The Software may include software, content, data, or other materials, including related documentation, that are owned by Persons other than AEM and that are provided to Licensee on licensee terms that are in addition to and/or different from those contained in this Agreement ("***Third-Party Licenses***"). Licensee is bound

by and shall comply with all Third-Party Licenses. Any breach by Licensee or any of its Authorized Users of any Third-Party License is also a breach of this Agreement.

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9. **Intellectual Property Rights**. Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. AEM and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Further, AEM shall own all Intellectual Property Rights associated with all Content and the Trademarks. Licensee shall safeguard the Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify AEM if Licensee becomes aware of any infringement of the AEM's Intellectual Property Rights in the Software and fully cooperate with AEM in any legal action taken by AEM to enforce its Intellectual Property Rights.

10. **Payment**. Licensee shall pay the Fees in advance in the manner set forth in the Order Form. All Fees are non-refundable. All Fees are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Licensee. Licensee shall be responsible for all such charges, costs, and taxes; provided, that, Licensee shall not be responsible for any taxes imposed on, or with respect to, AEM's income, revenues, gross receipts, personal or real property, or other assets. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.

11. **Term and Termination**.

(a) This Agreement and the license granted hereunder shall remain in effect for one (1) year from the Effective Date (the "***Initial Term***"), unless terminated earlierpursuant to the terms hereof. This Agreement shall automatically renew for successive one (1) year periods unless written notice is received at least thirty (30) days prior to renewal of an election not to renew (each, a "***Renewal Term***" and together with the Initial Term, the "***Term***").

(b) Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Software and Documentation.

(c) AEM may terminate this Agreement, effective upon written notice to Licensee, if Licensee, breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after AEM provides written notice thereof. AEM may also terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property.

(d) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software and Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee fees and any support fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

12. **Warranty Disclaimer**. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AEM, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, AEM PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

13. **Limitation of Liability**. To the fullest extent permitted under applicable law:

(a) IN NO EVENT WILL AEM OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT AEM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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(c) THE LIMITATIONS SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. **Export Regulation**. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

15. **Miscellaneous**.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the state and federal courts located in the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding.

Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

(b) In no event shall AEM be liable to Licensee, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement if and to the extent such failure or delay is caused by any circumstances beyond AEM's reasonable control, including but not limited to: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.

(c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 15(c)).

(d) This Agreement, together with the Order Form, all annexes, schedules, and exhibits attached hereto and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and AEM with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without AEM's prior written consent, which consent AEM may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which AEM's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15(e) is void. AEM may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

You must accept this Agreement to be allowed access to the Software. If you need assistance, please contact support@aem.eco

*[***]*

**EXHIBIT A**

**Software License Terms**

**(On Premises)**

Last Updated Date: March 2, 2026

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   1.3. "***Free Updates***" means any Updates that AEM generally makes available free of charge to all licensees of the Software.

   1.4. "***Paid Updates***" means the Updates that AEM provides to licensees of the Software after the initial one (1) year period in exchange for charges set forth on an Order Form for such Paid Updates.

   1.5. "***Software***" means the product described in the Order Form in object code format, including any Updates provided to Customer pursuant to the Master Agreement.

   1.6. "***Third-Party Products***" means any third-party products provided with or incorporated into the Software, including any open source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

   1.7. "***Updates***" means any updates, bug fixes, patches, or other error corrections to the Software. An Update will be reflected as an sub-increment on the current software version number, i.e., 3.1 to 3.2. For the avoidance of doubt, an Update does not include an Upgrade. Updates may be categorized as Free Updates or Paid Updates.

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3.2. Third-Party Products. AEM may distribute certain Third-Party Products with the Software. For purposes of these Software License Terms, such Third-Party Products are subject to their own license terms and the applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for such Third-Party Product, then Customer should not install or use such Third-Party Products.

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4.1. For a period of one (1) year from the earlier of the date Customer (a) downloads the Software, (b) installs the Software, (c) purchases the Software, or (d) clicks an "ok" or "accept" button during installation or purchase of the Software (the "***Effective Date***"), AEM will deliver Free Updates to Customer (together with all Documentation related to the Updates) no later than when AEM delivers or makes those Updates available to its other customers.

4.2. In the absence of a separate Software Maintenance Agreement entered into by and between the Parties, after the expiration of the initial one (1)-year period, AEM will deliver to Customer all Paid Updates necessary to maintain the Software's conformance with the Documentation, the applicable Order Form, and the Agreement at its usual and customary commercial price, if ordered by Customer. AEM will notify Customer as far in advance as reasonably possible, but in no event less than sixty (60) days prior to release, of each Paid Update.

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7. **Indemnification**.

7.1. AEM Indemnification. AEM shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("***Losses***") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies AEM in writing of the claim, cooperates with AEM, and allows AEM sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit AEM, at AEM's sole discretion, to (a) modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If AEM determines that none of these alternatives is reasonably available, AEM may terminate these Software License Terms and the applicable Order Form, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 7.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Software in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (ii) modifications to the Software not made by AEM; or (iii) use of any version other than the most current version of the Software or Documentation delivered to Customer; or (iv) Third-Party Products.

7.2. Customer Indemnification. Customer shall indemnify, hold harmless, and, at AEM's option, defend AEM from and against any Losses resulting from any Third-Party Claim based on Customer's, or any Authorized User's: (a) negligence or willful misconduct; (b) use of the Software or Documentation in a manner not authorized or contemplated by these Software License Terms; (c) use of the Software in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (d) modifications to the Software not made by AEM; (e) use of any version other than the most current version of the Software or Documentation delivered to Customer; and (f) breach of these Software License Terms or the Agreement; provided that Customer may not settle any Third-Party Claim against AEM unless such settlement completely and forever releases AEM from all liability with respect to such Third-Party Claim or unless AEM consents to such settlement, and further provided that AEM will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

7.3. Sole Remedy. THIS SECTION 8 SETS FORTH CUSTOMER'S SOLE REMEDIES AND AEM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL AEM'S LIABILITY UNDER THIS SECTION 8 EXCEED THE AMOUNT PAID TO AEM BY CUSTOMER FOR THE SOFTWARE.

8. **Survival**. This Section 9 and Sections 1, 5, 6.4, 7.2, and 7.3 of these Software License Terms shall survive any termination or expiration of this Agreement.

[ * * * ]

**EXHIBIT B**

**Professional Services Terms**

Last Updated Date: March 2, 2026

These Professional Services Terms (these "***Professional Services Terms***") apply to the training services, installation services, meteorological services, advisory services, engineering services, and/or other professional services ordered by Customer or sold or provided by AEM (collectively, the "***Professional Services***") under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form.

These Professional Services Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Professional Services Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

1. **Scope of Professional Services**. AEM shall provide to Customer the Professional Services set out in the Order Form or, as applicable, one or more Scopes of Work (each, a "***SOW***"), incorporated herein by reference. The Professional Services shall be delivered in a competent and workmanlike manner, in accordance with accepted industry practices. AEM reserves the right to assign personnel in its discretion to complete the services but shall, in all cases, assign competent and appropriately trained personnel.

2. **Customer Obligations**. Customer shall: (a) cooperate with AEM in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable AEM to provide the Professional Services; and (b) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in AEM's provision of the Professional Services.

3. **Responsibilities for Delays**. In the event that the provision of Professional Services by AEM are dependent upon Customer deliverables as described in the Order Form or the SOW, as applicable, Customer shall be responsible to complete such deliverables in a timely manner prior to AEM commencing delivery. AEM shall not be responsible for costs or expenses incurred by Customer resulting from such delays. In the event AEM recognizes that timely performance of Professional Services is potentially being jeopardized due to delays by Customer or AEM, AEM will promptly notify Customer of such jeopardy and the Parties will escalate as commercially reasonable in order to keep the work or project on schedule.

4. **Changes Order**. If either Party wishes to change the scope or performance of the Professional Services, it shall submit details of the requested change to the other Party in writing in accordance with the notice provisions in the Agreement. AEM shall, within a reasonable time after receiving a Customer-initiated request, or at the time that AEM initiates a change request, provide a written estimate to Customer of: (a) the likely time required to implement the change; (b) any necessary variations to the fees and other charges for the Professional Services arising from the change; (c) the likely effect of the change on the Professional Services; (d) any other impact the change might have on the performance of these Professional Services Terms; and (e) any other information reasonably requested by Customer. Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "***Change Order***"). Neither Party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with the notice provisions of the Agreement. Such Change Order shall be considered an Addendum to Master Agreement and incorporated herein by reference.

5. **Limited Warranty**.

   5.1. AEM warrants that it shall perform the Professional Services: (a) in accordance with the terms and subject to the conditions set out in the respective SOW or the Order Form, as applicable, and these Professional Services Terms; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2. AEM's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) AEM shall use reasonable commercial efforts to promptly cure any such breach; provided, that if AEM cannot cure such breach within a reasonable time after Customer's written notice of such breach, Customer may, at its option, terminate the applicable Order Form by serving written notice of termination in accordance with the terms of the Agreement.

(b) In the event the Agreement is terminated pursuant to Section 5.2(a) above, AEM shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Professional Services or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Professional Services up to and including the date of termination on a pro-rated basis.

(c) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

5.3. AEM MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1 ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. **Indemnification**. Customer shall indemnify, defend, and hold harmless AEM and its affiliates and its and their respective officers, directors, employees, agents, successors, and permitted assigns (each, an "***AEM Indemnified Party***") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from Customer's willful, fraudulent or negligent acts or omissions; or (b) Customer's negligence, willful misconduct, or breach of this Agreement, including but not limited to breach of any representation or warranty made by Customer in these Professional Services Term or the Agreement.

7. **Survival**. The rights and obligations of the Parties set forth in this Section 7 and in Sections 5 – 6 of these Professional Services Terms, and any right or obligation of the Parties in these Professional Services Terms which, by its nature, should survive termination or expiration of these Professional Services Terms, will survive any such termination or expiration of these Professional Services Terms.

[ * * * ]

**EXHIBIT C**
**Software and Data as a Service Terms**

Last Updated Date: March 2, 2026

These Software and Data as a Service Terms (these "***Software and Data as a Service Terms***") apply to the services providing accessibility to and use of the on-demand features and functionality of centrally hosted software made available by AEM via a computer or telecommunications network, but specifically excludes data import services, training services, consulting services, advisory services, software development and customization services, and other Professional Services (collectively, the "***Software and Data as a Service***"), under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form. These Software and Data as a Service Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Software and Data as a Service Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

The Software and Data as a Service may require installation of the Sensors in order to function, and Customer hereby authorizes AEM or its designee to install any necessary Sensors or other hardware (as reflected on the Order Form) pursuant to the requirements herein (collectively, the "***AEM Hardware***"). The AEM Hardware component of these Software and Data as a Service Terms is not a sale of goods. All right, title, and interest (including all intellectual property rights) in, and to the Software and Data as a Service, AEM Hardware, and any other data or services provided (including all copies thereof) not expressly granted herein shall remain with AEM. To the extent AEM Hardware is installed, the terms and conditions of the Sensor Hosting Services Terms shall govern solely with respect to such AEM Hardware.

Any implementation services, installation services, configuration services, or other Professional Services provided by AEM under the Agreement with respect to any Software and Data as a Service shall be described in the applicable Scope of Work (as defined in the Professional Services Terms) or the Order Form and shall be governed by the Professional Services Terms.

1. **Definitions**.

1.1. "***AEM IP***" the Software and Data as a Service, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, AEM IP does not include Customer Data.

1.2. "***Authorized User***" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software and Data as a Service under the rights granted to Customer pursuant to the Master Agreement.

1.3. "***Customer Data***" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Software and Data as a Service.

1.4. "***Documentation***" means AEM's user manuals, handbooks, and guides relating to the Software and Data as a Service provided by AEM to Customer either electronically or in hard copy form.

1.5. "***Third-Party Products***" means any third-party products provided with or incorporated into the Software and Data as a Service.

2. **Access and Use**.

2.1. Right to Access and License. Subject to and conditioned on Customer's payment of the Fees and compliance with all other terms and conditions of these Software and Data as a Service Terms, AEM hereby grants Customer a non-exclusive, non-transferable right to access and use the Software and Data as a Service during the Term solely for use by Authorized Users in accordance with the terms and conditions contained herein. Such use is limited to Customer's internal use. AEM hereby also grants Customer a non-exclusive, worldwide license during the Term to (a) access, install, execute, reproduce, and use in connection with the Software and Data as a Service any hardware, software, interface, web site, platform, system, process, or technology provided or made available by AEM in connection with the rights granted under this Section 2.1 ("***Technology***"), and (b) combine the Technology with the Software and Data as a Service, Customer Data, and data provided or made available by AEM, for Customer's internal business purposes.

2.2. Data Rights. AEM retains all rights to data generated or delivered through the Software and Data as a Service

(hereinafter "***Data***") other than Customer Data (defined below). AEM grants Customer a limited license for use of such Data, in connection with Customer's internal business purposes, but for no other purpose. AEM shall have exclusive rights for resale or to otherwise use Data provided by AEM through the Software and Data Service. To the extent that the provision of the Software and Data as a Service requires AEM to collect Customer Data, Customer hereby grants to AEM a non-exclusive, fully paid-up royalty-free, worldwide license to store, reproduce, distribute, and display the Customer Data in connection with the provision of the Software and Data as a Service hereunder.

2.3. Documentation License. AEM hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Software and Data as a Service.

2.4. Use Restrictions.

(a) Customer shall not use the Software and Data as a Service for any purposes beyond the scope of the access granted in these Software and Data as a Service Terms. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Software and Data as a Service or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software and Data as a Service or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Software and Data as a Service, in whole or in part; or (iv) remove any proprietary notices from the Software and Data as a Service or Documentation.

(b) Customer shall not, and shall not permit any Authorized User to: (i) resell, sublicense, distribute or otherwise provide access to the Data to any third party or use the Data outside the scope of the license granted herein; (ii) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Data; (iii) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Data for any purpose without the express written consent of AEM; (iv) combine Data with the personally identifiable information for the purpose of targeted advertising; (v) use the Data to conduct or promote any illegal activities; (vi) use the Data to generate campaigns in violation of a third party website's terms of use; (vii) use the Data to stalk, harass or harm another individual; (viii) impersonate any person or entity, or otherwise misrepresent its affiliation with a person or entity; or (ix) use any portion of the Data or AEM's tradenames or trademarks in any manner that may give a false or misleading impression, attribution, or statement as to AEM, or as to any third party. Customer agrees to use the Data only for lawful purposes and in compliance with all applicable laws, rules and regulations issued by governing authorities or industry self-regulatory groups.

2.5. Reservation of Rights. AEM reserves all rights not expressly granted to Customer in these Software and Data as a Service Terms. Except for the limited rights and licenses expressly granted under these Software and Data as a Service Terms, nothing in these Software and Data as a Service Terms. grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the AEM IP.

2.6. Suspension. Notwithstanding anything to the contrary in this Agreement, AEM may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Software and Data as a Service if: (a) AEM reasonably determines that (i) there is a threat or attack on any of the AEM IP; (ii) Customer's or any Authorized User's use of the AEM IP disrupts or poses a security risk to the AEM IP or to any other customer or vendor of AEM; (iii) Customer, or any Authorized User, is using the AEM IP for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) AEM's provision of the Software and Data as a Service to Customer or any Authorized User is prohibited by applicable law; or (b) any vendor of AEM has suspended or terminated AEM's access to or use of any third-party services or products required to enable Customer to access the Software and Data as a Service (any such suspension described in subclause (a) or (b), a "***Service Suspension***"). AEM shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Software and Data as a

Service following any Service Suspension. AEM shall use commercially reasonable efforts to resume providing access to the Software and Data as a Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. AEM will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. **Customer Responsibilities**.

3.1. General. Customer is responsible and liable for all uses of the Software and Data as a Service and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of these Software and Data as a Service Terms. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these Software and Data as a Service Terms if taken by Customer will be deemed a breach of these Software and Data as a Service Terms by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of these Software and Data as a Service Terms' provisions as applicable to such Authorized User's use of the Software and Data as a Service and shall cause Authorized Users to comply with such provisions.

3.2. Third-Party Products. AEM may from time to time make Third-Party Products available to Customer. For purposes of these Software and Data as a Service Terms, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. **Software Updates and Upgrades**.

4.1. Maintenance Updates. AEM shall provide Customer with continuing maintenance of the most current release of the Software and Data as a Service during the Term, subject to the terms herein. Such maintenance shall include the correction of material defects or bugs discovered by AEM in the Software and Data as a Service.

4.2. New Releases and Upgrades. AEM may develop from time-to-time new releases of and/or enhancements to the Software and Data as a Service. Such enhancements shall be provided for Customer's use during the Term then current pricing.

4.3. New Products and Sun-Setting. AEM reserves the right to "sunset", i.e., discontinue and end support for versions of the Software and Data as a Service and replace them with new versions when technically necessary or advantageous to do so. AEM shall use all commercially reasonable efforts to notify Customers well in advance of any planned sunset and provide information on the any new version being planned. AEM cannot guarantee backward compatibility or complete feature parity between old and new versions.

5. **Installation/Preventative Maintenance**. Installation of the AEM Hardware will be provided as described on the Order Form. Any preventative maintenance if purchased, shall be limited to one (1) visit per year and shall be governed by the Professional Services Terms. Such preventative maintenance covers all labor, calibration or other testing, and repair of hardware not requiring parts. Such preventative maintenance does not cover parts or the relocation of hardware. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. If non-standard equipment (e.g., a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.

6. **Technical Requirements**. Customer agrees to connect, at its sole cost and expense, the hardware to a full-time Internet connection. Customer further agrees to always maintain such hardware in an operational mode and to permit AEM authorized outside access to system data through the Internet connection. The Internet expense is solely Customer's obligation.

7. **Intellectual Property Ownership**.

7.1. AEM IP. Customer acknowledges that, as between Customer and AEM, AEM owns all right, title, and interest, including all intellectual property rights, in and to the AEM IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Product.

7.2. Customer Data. AEM acknowledges that, as between AEM and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to AEM

a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and use and display the Customer Data solely to the extent necessary for AEM to provide the Software and Data as a Service to Customer.

7.3. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to AEM by mail, email, telephone, or otherwise, suggesting or recommending changes to the AEM IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("***Feedback***"), AEM is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to AEM on Customer's behalf, and on behalf of its employees, contractors, and/or agents, all right, title, and interest in, and AEM is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although AEM is not required to use any Feedback.

8. **Limited Warranties and Disclaimers**.

8.1. Warranties. AEM represents, warrants, and covenants to Customer that AEM will perform the Software and Data as a Service using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under these Software and Data as a Service Terms. AEM does not make any representations or guarantees regarding uptime or availability of the Software and Data as a Service. Customer represents, warrants, and covenants to AEM that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by AEM and processed in accordance with these Software and Data as a Service Terms, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights, of any third party or violate any applicable law.

8.2. Lightning Disclaimer. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short-term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by AEM and/or its data suppliers.

8.3. Disclaimer of Warranties. THE SOFTWARE AND DATA AS A SERVICE INCLUDES DATA SOURCED FROM THIRD PARTIES INCLUDING GOVERNMENT SOURCES AND ARE DELIVERED OVER A VARIETY OF COMMUNICATION NETWORKS, INCLUDING THE PUBLIC INTERNET. AS SUCH, EXCEPT AS PROVIDED ABOVE, THE SOFTWARE AND DATA AS A SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED HEREIN, AEM MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF QUALITY, ACCURACY, PERFORMANCE, COMPATIBILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT AEM IS NOT RESPONSIBLE FOR THE ABSOLUTE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THE SOFTWARE AND DATA AS A SERVICE, AND AEM SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM CUSTOMER'S OR ANY AUTHORIZED USER'S RELIANCE OR NON-RELIANCE ON ANY SUCH INFORMATION OR DATA UNDER ANY CIRCUMSTANCES.

9. **Indemnification**.

9.1. AEM Indemnification. AEM shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("***Losses***") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("***Third-Party Claim***") that the Software and Data as a Service, or any use of the Software and Data as a Service in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies AEM in writing of such Third-Party Claim, cooperates with AEM, and allows AEM sole authority to control the defense and settlement of such Third-Party Claim. If a Third-Party Claim is made or appears possible, Customer agrees to permit AEM, at AEM's sole discretion, to (a) modify or replace the Software and Data as a Service, or component or part thereof, to make it non-infringing, or (b) obtain the right for Customer to continue use. If AEM determines that neither alternative is reasonably available, AEM may terminate this Agreement, in its entirety or

with respect to the affected component or part, effective immediately on written notice to Customer. This Section 9.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Software and Data as a Service in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (ii) modifications to the Software and Data as a Service not made by AEM; (iii) Customer Data; or (iv) Third-Party Products.

9.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless AEM and its affiliates and its and their respective officers, directors, employees, agents, successors, and assigns (each, an "***AEM Indemnitee***") from and against any and all Losses incurred by such AEM Indemnitee resulting from any Third-Party Claim that arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data, including any processing of Customer Data by or on behalf of AEM in accordance with this Agreement; (b) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including AEM's compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by AEM; (c) allegation of facts that, if true, would constitute Customer's breach of any of its representations, warranties, covenants, or obligations under these Software and Data as a Service Terms or the Agreement; (d) use of the Software and Data as a Service in combination with data, software, hardware, equipment, or technology not provided by AEM or authorized by AEM in writing; (e) modifications to the Software and Data as a Service not made by AEM; or (f) gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with these Software and Data as a Service Terms; provided that Customer may not settle any Third-Party Claim against AEM unless AEM consents to such settlement, and further provided that AEM will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. **Survival**. This Section 10 and Sections 1, 7, 8.2, 8.3, and 9.2, and any right or obligation of the Parties in these Software and Data as a Service Terms which, by its nature, should survive termination or expiration of these Software and Data as a Service Terms, will survive any such termination or expiration of these Software and Data as a Service Terms.

[ * * * ]

**EXHIBIT D**
**MAINTENANCE TERMS**

Last Updated Date: March 2, 2026

These Maintenance Terms (these "***Maintenance Terms***") apply to the provision of the Maintenance Services (as defined in Section 1 of these Maintenance Terms) that are ordered by Customer or sold or provided by AEM to the extent such Maintenance Services are included with the Products or Services as reflected on the Order Form under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form.

These Maintenance Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Maintenance Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

1. **Scope of Maintenance Services**. AEM shall provide to Customer the following maintenance activities subject to the express terms and conditions expressed herein (such activities, the "***Maintenance Services***"):
   (a) AEM will assign a technician (the "***Technician***") to the Customer location for scheduling which may take up to four (4) weeks to be completed.
   (b) The Technician will need access to the areas of Customer's location where both the outdoor and indoor equipment are installed.
   (c) During a maintenance visit, the Technician will troubleshoot the reported issue to identify the solution. Once the issue is determined, the Technician will inform Customer of the cause and what is required to make the system operational again.
   (d) Upon completion of the work required during the maintenance visit, the Technician will perform a test of the Products to ensure everything is in working order, and Customer will then be presented with a work order for signature to demonstrate that the work has been completed in a satisfactory manner.
   (e) The Maintenance Services cover all labor for the troubleshooting and repair of the Products; provided, however, that replacement parts must be purchased by Customer at then-current prices for such replacement parts. AEM reserves the right to substitute replacement parts of like kind and quality. For the avoidance of doubt, the Maintenance Services does not cover the relocation of any Products.
   (f) If non-standard equipment (e.g. a lift) is required to access the Products, Customer agrees to either supply such equipment or cover the rental expense. In the event Customer supplies such equipment, Customer shall be solely responsible for any damage or destruction to such equipment in the provision of the Maintenance Services.
   (g) Customer shall, prior to scheduling any maintenance visit, consult with AEM's technical support by phone to determine whether it is possible to resolve any issues in such manner.

2. **Customer Obligations**. Customer shall: (a) cooperate with AEM in its performance of the Maintenance Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable AEM to provide the Maintenance Services; and (b) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in AEM's provision of the Maintenance Services. Further, Customer agrees to maintain the applicable Products subject to the Maintenance Services in a workmanlike manner, but in no way less than the standards to which Customer maintains other similar assets in the prudent management of its assets and properties, so as to ensure that such Product is fit for its intended use and is in good working order, condition and repair, ordinary wear and tear expected.

3. **Responsibilities for Delays**. In the event that the provision of Maintenance Services by AEM are dependent upon Customer deliverables as described in the SOW, Customer shall be responsible to complete such deliverables in a timely manner prior to AEM commencing delivery. AEM shall not be responsible for costs or expenses incurred by Customer resulting from such delays. In the event AEM recognizes that timely performance of Maintenance Services is potentially being jeopardized due to delays by Customer or AEM, AEM will promptly notify Customer of such jeopardy and the Parties will escalate as commercially reasonable in order to keep the work or project on schedule.

4. **Limited Warranty**.

(a) AEM warrants that it shall perform the Maintenance Services: (a) in accordance with the terms and subject to the conditions set out in the respective SOW and these Maintenance Terms; (b) using personnel of commercially reasonable skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) AEM's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(i) AEM shall use reasonable commercial efforts to promptly cure any such breach; provided, that if AEM cannot cure such breach within a reasonable time after Customer's written notice of such breach, Customer may, at its option, terminate the applicable Order Form by serving written notice of termination in accordance with the terms of the Agreement.
(ii) In the event the Agreement is terminated pursuant to Section 4(b)(i) above, AEM shall within thirty (30) days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for the Professional Service or Deliverables (as defined in Section 5 below), less a deduction equal to the fees for receipt or use of such Deliverables or Professional Service up to and including the date of termination on a pro-rated basis.
(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(c) AEM MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 4(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

5. **Indemnification**. Customer shall indemnify, defend, and hold harmless AEM and its affiliates and its and their respective officers, directors, employees, agents, successors, and permitted assigns (each, an "***AEM Indemnified Party***") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs (collectively, "***Losses***") arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from Customer's willful, fraudulent or negligent acts or omissions; or (b) Customer's negligence, willful misconduct, or breach of this Agreement, including but not limited to breach of any representation or warranty made by Customer in these Maintenance Terms or the Agreement.

6. **Survival**. The rights and obligations of the Parties set forth in this Section 6 and in Sections 2 – 4 of these Maintenance Terms, and any right or obligation of the Parties in these Maintenance Terms which, by its nature, should survive termination or expiration of these Maintenance Terms, will survive any such termination or expiration of these Maintenance Terms.

[ * * * ]

**EXHIBIT E**

**Hardware Purchase Terms**

Last Updated Date: March 2, 2026

These Hardware Purchase Terms (these "***Hardware Purchase*** Terms") apply to the purchase of AEM-manufactured equipment as described on the Order Form (the "***Products***") by Customer under the Master Products and Services Agreement of AEM (the "***Agreement***") and the Order Form. Customer's acceptance and use of the Products shall be deemed to constitute confirmation and acceptance of the Hardware Purchase Terms.

These Hardware Purchase Terms adopt and incorporate by reference the terms and conditions of the Agreement. Capitalized terms used in these Hardware Purchase Terms that are not defined herein shall have the meanings ascribed elsewhere in the Agreement.

1. **Delivery and Title**. Unless otherwise agreed to by AEM, all delivery of Product shall be made EXW and the carrier shall be deemed to be Customer's agent. Delivery of the Product to the carrier shall constitute delivery of the Product to Customer. Title to Product and risk of loss shall pass to Customer upon delivery to the carrier provided that AEM reserves all right to stoppage in transit. Selection of carrier and of delivery route shall be made by AEM unless specified by Customer. Customer acknowledges that lead times and delivery dates provided by AEM are estimates only. AEM reserves the right to ship before the delivery date if Product is available to ship. AEM shall not be liable for delays in delivery or for failure to perform due to causes beyond its reasonable control. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting AEM to any liability or penalty. If Product is damaged, lost, or stolen while in the custody of the carrier, AEM shall be deemed to have performed its obligations in full. Delivery of a quantity, which varies from the quantity specified, shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Customer to cancel other installments. AEM reserves the right to modify, alter, substitute or discontinue Products without notice and to cancel customer orders related to such Product without penalty.

2. **Inspection and Acceptance; Nonconforming Products**. It is Customer's responsibility to inspect and accept each Product at the time of delivery. Failure of Customer to inspect and accept the Product at that time waives Customer's rights to inspection and acceptance as a term of the contract. Customer shall perform whatever inspection or tests Customer deems necessary as promptly as possible but in no event later than ten (10) days after delivery of the Product (the "***Inspection Period***"), after which time Customer will be deemed to have irrevocably accepted the Product. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein. Customer will be deemed to have accepted the Products unless it notifies AEM in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by AEM. As used herein, "***Nonconforming Products***" means only the following: (a) product shipped is different than identified in Customer's purchase order; or (b) product's label or packaging incorrectly identifies its contents. If Customer timely notifies AEM of any Nonconforming Products, AEM shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the price paid for such Nonconforming Products. Customer shall ship, at its expense and risk of loss, the Nonconforming Products to AEM's facility communicated to Customer. If AEM exercises its option to replace Nonconforming Products, AEM shall, after receiving Customer's shipment of Nonconforming Products, ship to Customer, at Customer's expense and risk of loss, the replaced Products to Customer's address on the applicable Order Form. Customer acknowledges and agrees that the remedies set forth in this Section 2 are Customer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under this Section 2, all sales of Products to Customer are made on a one-way basis and Customer has no right to return Products purchased hereunder to AEM.

3. **Buyer's Acts or Omissions**. If AEM's performance of its obligations under these Hardware Purchase Terms is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, AEM shall not be deemed in breach of its obligations under these Hardware Purchase Terms or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent

arising directly or indirectly from such prevention or delay.

4. **Price**. Customer shall purchase the Products from AEM at the prices (the "***Prices***") set forth in AEM's published price list in force as of the date of the Order Form. If the Prices should be increased by AEM before delivery of the Products to a carrier for shipment to Customer, then these Hardware Purchase Terms shall be construed as if the increased prices were originally inserted herein, and Customer shall be billed by AEM on the basis of such increased prices. All Prices are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, AEM's income, revenues, gross receipts, personal or real property, or other assets.

5. **Web Services**. If any Software and Data as a Service is provided as part of this package purchase, the terms set forth in the Software and Data as a Service Terms shall apply.

6. **Product Warranty**. Measured from the date of receipt of a Product by Customer (the "***Purchase Date***"), for (a) for a period of twenty-four (24) months with respect to Products that are not vehicle-mounted (the "***Standard Product Warranty Period***") and (b) for a period of twelve (12) months with respect to vehicle-mounted Products (the "***Vehicle-Mounted Product Warranty Period***" and together with the Standard Product Warranty Period, the "***Warranty Period***"), AEM warrants to Customer that the Product complies with the AEM product specifications in effect on the Purchase Date and is free of defect in materials and workmanship (the "***LimitedWarranty***"), subject to the following conditions:

    a. the Customer must notify AEM of a warranty claim in writing within the applicable Warranty Period (a "***Warranty Claim***") and must ship, at its own expense, the Product to AEM, or to AEM's designated depot.

    b. AEM will review and verify each Warranty Claim and will, at its own discretion under each valid Warranty Claim, repair or replace the Product and return or ship the replacement Product to the Customer, free of charge in full satisfaction of the Warranty Claim.

    c. AEM shall be entitled to use new and/or reconditioned parts in performing warranty repair or providing a replacementProduct and also reserves the right to use parts or Product of new or improved design in any repair or replacement; all replacedProduct and/or any parts removed from repaired Products shall become the property of AEM.

    d. The Limited Warranty will continue to apply and remain in effect for the balance of the applicable Warranty Period (and not the repair or replacement date).

    e. The Limited Warranty does not provide cover or extend to the following which are expressly excluded:

        i. failure due to normal wear and tear of the Product;
        ii. failure due to extreme operating conditions or environment in which the Product is placed;
        iii. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages contrary to Product specifications;
        iv. Products which have been repaired or altered other than by AEM or AEM's authorized representative;
        v. Products utilized as a component part of another product or equipment assembly;
        vi. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product; or
        vii. failure due to acts of God.

    f. The Limited Warranty is not transferable and only applies to the first end-user purchaser of the Product.

    g. The Customer acknowledges that AEM does not warrant the results obtained from the Product or the implementation of recommendations made by AEM concerning the use, design or application of the Product.

h. Notwithstanding any terms and condition of sale and subject at all times to any of the limitations expressed in the Limited Warranty, no action by Customer may be brought at any time for any reason against AEM more than twenty-four (24) months after the facts occurred upon which the cause of action arose.

i. In the case of any products furnished by AEM as part of the Order Form that are manufactured by a third party, such product shall carry the original manufacturer's warranty only and the Limited Warranty shall not apply and AEM shall have no responsibility for any warranty with respect to such product.

7. **Service Warranty**. AEM warrants its service work, repairs, replacement parts, and modifications to Products under the Limited Warranty to be free of defects inmaterials and workmanship for the first 6 months after the service date of the equipment (the "***Service Warranty***"). In the event of a valid Service Warranty claim within this time-frame, AEM will repair or replace those defective replacement parts and provide any remedial maintenance to the previously serviced equipment free of charge and in full satisfaction of the Service Warranty claim,subject to the following:

(a) AEM's obligations under the Service Warranty require that the Customer return of the relevant Product or parts to AEM at such address as may be provided by AEM from time to time, in orderfor any required repair or maintenance to be conducted.

(b) When a Service Warranty claim is made, it will first be reviewed and verified by AEM to establish any damage or malfunction,so that AEM may determine, in its sole discretion, whether a Service Warranty claim is valid and applicable.

(c) This Service Warranty is limited to those replacement parts that are defective, in the sole judgment of AEM, and any repairsnecessitated by those same defective parts, and not to any other parts or services.

(d) If AEM determines that a Service Warranty claim is not valid, the Customer may still choose to have the subject Products orparts repaired at AEM current rates or returned to them in their original 'as received condition' by AEM, at the Customer's expense.

(e) A standard one-hour evaluation fee, at current AEM rates, applies to all equipment that is returned to AEM for repair and maintenance, including equipment not repaired and returned to the Customer in the 'as received condition'.

8. **Field Service Warranty.** AEM warrants its field service for Products under the Limited Warranty to be free of defects in workmanship for the first three (3) months after the date on which such field services were performed (the "**Field Service Warranty**") by AEM authorized, trained and certified personnel. In the event of a valid Field Service Warranty claim within this timeframe, AEM will provide any remedial field services free of charge and in full satisfaction of the Field Service Warranty claim, subject to the following:

a. AEM's obligation under this warranty shall be limited to field services performed and/or provided by AEM authorized, trained and certified personnel only.

b. When a Field Service Warranty claim is made, it will first be reviewed and verified by AEM to establish any damage ormalfunction, so that AEM may determine, in its sole discretion, whether a Field Service Warranty claim is valid and applicable.

c. For each Field Service Warranty claim, AEM will require documentation setting out the AEM authorization, training andcertification of any personnel involved in performing and/or providing the related field work.

9. **Service Warranty and Field Service Warranty Exclusions.** The AEM Service Warranty and Field

Service Warranty set outabove do not provide cover or extend to the following which are expressly excluded:

a. failure due to normal wear and tear of the Product;
b. failure due to extreme operating conditions or environment in which the Product is placed;
c. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or inputvoltages contrary to product specifications;
d. Products which have been repaired or altered other than by AEM or AEM's authorized representative;
e. Products utilized as a component part of another product or equipment assembly;
f. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product;
g. failure due to acts of God; and
h. for greater clarity, the Service Warranty and Field Service Warranty apply to physical services provided in connection with Products, but do not apply to any Software and Data as a Service which may be offered by AEM from time to time.

10. **Alterations and Attachments**. If Customer makes alterations or attaches a device or any other item to the Product as sold and installed, all warranties provided in these Hardware Purchase Terms shall be voided and AEM has no further obligation under such warranty.

11. **Lightning Disclaimer**. Experience has shown that the resolution, timeliness, and format in which lightning data are presented within various displays and products, does not provide a total solution with regard to addressing concerns regarding the presence of convective activity and/or lightning and their potential impact on the safety of personnel and/or safeguarding of facilities, whether it be of immediate or short-term concern. Interpretation and application of the data, as well as any comparative analysis and/or prognosis or similar activities done by any user, are done so solely at the user's risk and have not directly or indirectly been implied, condoned or recommended by AEM and/or its data suppliers.

12. **Disclaimer of Implied Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THESE HARDWARE PURCHASE TERMS, THE PRODUCT AND ANY SERVICES AND DATA DISPLAYED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS PROVIDED HEREIN, AEM MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER, OR TO ANY AUTHORIZED USER OR THIRD PARTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

13. **Maintenance/Installation.** Installation of the Products will be provided as described on the Order Form. Any preventative maintenance if purchased, shall be limited to one (1) visit per year and shall be governed by the Professional Services Terms. Such preventative maintenance covers all labor, calibration or other testing, and repair of hardware not requiring parts. Such preventative maintenance does not cover parts or the relocation of hardware. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. If non-standard equipment (e.g., a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.

14. **Data Plans.** Data plans provided by AEM will be subject to the terms in this Section 14. In the event there is a conflict between this Section 14 and another section in these Hardware Purchase Terms with respect to data plans, the terms in this Section 14 will prevail. AEM shall have no responsibility for data services or transmission methods or networks outside of its control.

    a. Data Plan Types: Data plans provided by AEM will be available as subscription data plans (the "***Subscription Data Plan***") orprepaid data plans (the "***Pre-Paid Data Plan***"), as may be provided by AEM from time to time, and as set out in an Order Form. The following applies to such data plans:

        i. In the event Customer exceeds the data allowance (the "***Data Overage***") under the selected Subscription Data Plan, AEM will automatically increase Customer to the next tier Subscription Data Plan sufficient to accommodate the Data Overage, and bill for such increased Subscription Data Plan in such period. In the period following billing for a Data Overage, Customer will be moved back to the originally selected Subscription Data Plan.

ii. In the event Customer exceeds the amount of data purchased under the Pre-Paid Data Plan, it shall be the sole responsibility of Customer to purchase additional data to ensure continued data services. Customer is solely responsible for monitoring its data usage, and AEM is under no obligation to notify Customer of the data consumption amount or continue to provide data services beyond the Pre-Paid Data Plan and AEM shall not be liable for any loss or damages arising from the discontinued provision of data services in the event that the Pre-Paid Data Plan is fully consumed.

iii. AEM reserves the right to amend or withdraw the pricing available under the Subscription Data Plan or Pre-Paid Data Plan and will notify Customer thirty (30) days prior to such amendment or withdrawal. Subscription Data Plans will automatically re-new once the period is over, unless Customer provides AEM with one (1) months' notice of cancellation.

iv. Telephone Numbers: A telephone number may not appear in more than one terminal or SIM. Customer has no propertyright to the telephone number and AEM reserves the right to assign, designate, or change the telephone number. If Customer wishes to change its assigned telephone number, AEM may charge Customer a fee associated with changing the telephone number.

v. Data transmission and dropped calls: AEM makes no representation as to the success of data calls and dropped calls may occur due to the potential for incorrect use or anomalies. AEM will not be responsible for data call attempts regardless of ultimate successful transmission and Customer will pay for such data call attempts accordingly.

vi. Subscription Data Plan: If the Customer cancels the Subscription Data Plan before the applicable period is over, AEM will charge Customer an early termination fee.

vii. Pre-Paid Data Plan Balance: Each prepaid SIM will maintain its balance until the earlier of consumption by Customer or the applicable expiry date for the prepaid credit (the "***Validity Period***"). At the end of the Validity Period the remaining balance on the SIM will be forfeited. If Customer adds additional credit tothe prepaid SIM prior to the end of the Validity Period, the Validity Period will be extended to the applicable expiry date of the new prepaid credit. Prepaid SIMs are non-refundable.

b. Suspension of a SIM card: Should a SIM card be suspended, Customer will remain responsible for the charges under the applicable Data plan.

c. Barring of Terminal/Satellite Equipment: AEM reserves the right to bar the IMEI of a terminal with a SIM card for any breach of the Master Agreement. In the event a terminal is reported stolen, Customer can request AEM in writing to bar the terminal.

d. Licensing: If Customer wishes to make use of its data plan while in foreign territories other than as set out in an Order, Customer will be responsible for obtaining any and all licensing or approvals that will be required to operate within that territory.AEM does not guarantee the authority to radiate from territories other than those allowing trans-border operations of satellite phone equipment without a license.

e. Data Services: AEM makes no representation that it can provide uninterrupted services and shall not be liable or issue creditfor interrupted services unless caused by the gross negligence of AEM. AEM shall not be liable for the acts and omissions of other carriers, equipment failures or modifications related to the transmission of data, or other causes beyond AEM's reasonable control.

f. Value-Added Services: Customer is responsible for all long distance and roaming charges (if applicable), and any Customer elected value-added services.

g. Additional Terms: Customer may be required from time to time to agree to additional terms and conditions, acknowledgements, or agreements as may be required by third party service providers as a result of using the services described herein and Customer acknowledges that their use of the data services may be conditional upon acceptance of such terms.

h. Prohibited Uses: Customer will not use the services described herein for the purposes of remote medical monitoring or for location-based services.

i. Maintenance of Data Services: Data services may require routine maintenance or system reconfigurations and updates ("***Data Service Upgrades***"). AEM and third-party data service providers have the right to perform such Data Services Upgrades and will use reasonable efforts to notify Customer of such Data Service Upgrades prior to implementation.

j. Customer Information: AEM may need to provide Customer information such as full name, address, fax, email, telephone numbers and account details (the "***Customer Information***") to third party service providers. Customer agrees to provide Customer Information to AEM and will notify AEM of any changes to the Customer Information, as soon as reasonably possible.

15. **Export Control/Use of Product.** Customer certifies that it will be the recipient of Products to be delivered by AEM and acknowledges that the Product may be subject to the export and/or import control laws and regulations including those of the United States and, where applicable, Canada. Customer agrees that it shall, at the request of AEM, provide end-user documentation and certification and that it shall otherwise strictly comply with all Canada and U.S. export laws and assume sole responsibility for obtaining licenses and/or permits to export or re-export as may be required. Customer agrees that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited.

[ * * * ]

# OneRain Order Form

OneRain, Inc.
an AEM Subsidiary
531 Skyway Drive Suite D
Longmont, Colorado 80504, USA

| Prepared By | Sales Contact Phone | Sales Contact Email |
|---|---|---|
| Christianna Covello | | christianna.covello@aem.eco |

## Customer Information

Organization / Business Name
Johnson County TX - Precinct 1

Contact Name:
Jamie Moore

Contact Phone:
8175566346

Primary Contact Email:
jmoore@johnsoncountytx.org

Billing Address:
Johnson County TX - Precinct 1
3400 FM 1434
Cleburne, TX 76033
United States

Shipping Address:
Johnson County TX - Precinct 1
3400 FM 1434
Cleburne, TX 76033
United States

## Schedule of Products & Services

Quote N°:
135252

Date:
7/31/2026, 9:06 AM

Project Ref:
Local_Johnson County_Vantage Flood Stations Phase 1 - Precinct 1

Hardware

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| 5408M | AEM Flood Monitoring Station; Gateway, Node, Desiccant | 7.00 | USD 2,546.15 | USD 17,823.05 |
| FS-PT Kit | Pressure Transducer Kit used for AEM Flood Monitoring Station, 30m Cable | 7.00 | USD 1,273.08 | USD 8,911.56 |
| 18639 | SDI-PT KEL Cable, per ft | 250.00 | USD 2.94 | USD 735.00 |
| | | | **Hardware Total:** | USD 27,469.61 |

Site Survey - Price Per Day

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| Engineering Services | One-Day Site Survey of all Prospect Site to Confirm Viability for Equipment Installation | 1.00 | USD 1,520.62 | USD 1,520.62 |
| | | | **Site Survey - Price Per Day Total:** | USD 1,520.62 |

**Total Amount: USD 28,990.23**

**Remarks:**

- All prices above reflect OneRain's Texas DIR Contract Pricing unless otherwise noted. A link to our complete list of DIR contracted pricing can be found here: OneRain State of Texas Dept of Information Resources DIR Contract
- Quotation is valid for a period of Thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Carriage Paid To.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 12 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.
- The automatic renewal is subject to an annual 5% increase.
- Note: if this quotation is for fiscal budgetary purposes or grant planning, the customer should add a 10% buffer to the quote to account for future price increases.
- AEM reserves the right to apply tariff surcharges or other price adjustments for all orders placed or deliveries post Jan 20, 2025.
- In the case that a cellular data plan is included in the quotation above, please note that it is listed on a price-per-month basis. Additionally, the stated data plan amount (e.g. 5GB, 20GB, etc.) is also based on a price-per-month basis. The customer will be responsible for any data plan usage overages, and AEM reserves the right to invoice the customer for any such costs.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: https://aem.eco/contracts.

| **Terms & Conditions** | **Initial for Acceptance** |
|---|---|
| Hardware Terms | CD |
| Professional Services Terms | CD |

**Acceptance**
To accept, please initial the Order-Specific Terms and Conditions above, complete and sign below and return.

| Johnson County TX - Precinct 1 | | OneRain, an AEM subsidiary | |
|---|---|---|---|
| **Signature:** | [signature] | **Signature:** | Christianna Covello |
| **Name:** | Christopher Boedeker | **Name:** | Christianna Covello |
| **Title:** | County Judge | **Title:** | Account Manager |
| **Date:** | 8-24-26 | **Date:** | 7/31/2026 |

Please sign and email to Christianna Covello at christianna.covello@aem.eco

# OneRain Order Form

OneRain, Inc.
an AEM Subsidiary
531 Skyway Drive Suite D
Longmont, Colorado 80504, USA

| Prepared By | Sales Contact Phone | Sales Contact Email |
|---|---|---|
| Christianna Covello | | christianna.covello@aem.eco |

## Customer Information

Organization / Business Name
Johnson County TX - Precinct 2

Contact Name:
Jamie Moore

Contact Phone:
8175566346

Primary Contact Email:
jmoore@johnsoncountytx.org

Billing Address:
Johnson County TX - Precinct 2
3425 County Road 920
Crowley, TX 76036
United States

Shipping Address:
Johnson County TX - Precinct 2
3425 County Road 920
Crowley, TX 76036
United States

## Schedule of Products & Services

Quote N°:
135253

Date:
7/31/2026, 9:14 AM

Project Ref:
Local_Johnson County_Vantage Flood Stations Phase 1 - Precinct 2

### Hardware

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| 5408M | AEM Flood Monitoring Station; Gateway, Node, Desiccant | 3.00 | USD 2,546.15 | USD 7,638.45 |
| 5408R | Vantage Flood Remote Station Includes: 1 Node, 1 Beacon plus Control Cabinet with battery and Solar Panel, and 2+ inch mounting hardware. (Add sign as needed | 6.00 | USD 4,896.45 | USD 29,378.70 |
| FS-PT Kit | Pressure Transducer Kit used for AEM Flood Monitoring Station, 30m Cable | 3.00 | USD 1,273.08 | USD 3,819.24 |
| 18639 | SDI-PT KEL Cable, per ft | 250.00 | USD 2.94 | USD 735.00 |
| | | | **Hardware Total:** | USD 41,571.39 |

### Site Survey - Price Per Day

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| Engineering Services | One-Day Site Survey of all Prospect Site to Confirm Viability for Equipment Installation | 1.00 | USD 1,520.62 | USD 1,520.62 |
| | | | **Site Survey - Price Per Day Total:** | USD 1,520.62 |

**Total Amount: USD 43,092.01**

**Remarks:**

- All prices above reflect OneRain's Texas DIR Contract Pricing unless otherwise noted. A link to our complete list of DIR contracted pricing can be found here: OneRain State of Texas Dept of Information Resources DIR Contract
- Quotation is valid for a period of Thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Carriage Paid To.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 12 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.
- The automatic renewal is subject to an annual 5% increase.
- Note: if this quotation is for fiscal budgetary purposes or grant planning, the customer should add a 10% buffer to the quote to account for future price increases.
- AEM reserves the right to apply tariff surcharges or other price adjustments for all orders placed or deliveries post Jan 20, 2025.
- In the case that a cellular data plan is included in the quotation above, please note that it is listed on a price-per-month basis. Additionally, the stated data plan amount (e.g. 5GB, 20GB, etc.) is also based on a price-per-month basis. The customer will be responsible for any data plan usage overages, and AEM reserves the right to invoice the customer for any such costs.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: https://aem.eco/contracts.

| **Terms & Conditions** | **Initial for Acceptance** |
|---|---|
| Hardware Terms | |
| Professional Services Terms | |

**Acceptance**
To accept, please initial the Order-Specific Terms and Conditions above, complete and sign below and return.

| Johnson County TX - Precinct 2 | | OneRain, an AEM subsidiary | |
|---|---|---|---|
| **Signature:** | [signature] | **Signature:** | Christianna Covello |
| **Name:** | Christopher Bordeker | **Name:** | Christianna Covello |
| **Title:** | County Judge | **Title:** | Account Manager |
| **Date:** | 8-24-26 | **Date:** | 7/31/2026 |

Please sign and email to Christianna Covello at christianna.covello@aem.eco

# OneRain Order Form

OneRain, Inc.
an AEM Subsidiary
531 Skyway Drive Suite D
Longmont, Colorado 80504, USA

| Prepared By | Sales Contact Phone | Sales Contact Email |
|---|---|---|
| Christianna Covello | | christianna.covello@aem.eco |

## Customer Information

Organization / Business Name
Johnson County TX - Precinct 3

Contact Name:
Jamie Moore

Contact Phone:
8175566346

Primary Contact Email:
jmoore@johnsoncountytx.org

Billing Address:
Johnson County TX - Precinct 3
10420 E FM 917
Alvarado, TX 76009
United States

Shipping Address:
Johnson County TX - Precinct 3
10420 E FM 917
Alvarado, TX 76009
United States

## Schedule of Products & Services

Quote N°:
133047

Date:
7/31/2026, 8:26 AM

Project Ref:
Local_Johnson County_Vantage Flood Stations Phase 1 - Precinct 3

Hardware

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| 5408M | AEM Flood Monitoring Station; Gateway, Node, Desiccant | 4.00 | USD 2,546.15 | USD 10,184.60 |
| FS-PT Kit | Pressure Transducer Kit used for AEM Flood Monitoring Station, 30m Cable | 4.00 | USD 1,273.08 | USD 5,092.32 |
| 18639 | SDI-PT KEL Cable, per ft | 250.00 | USD 2.94 | USD 735.00 |
| | | | **Hardware Total:** | USD 16,011.92 |

Site Survey - Price Per Day

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| Engineering Services | One-Day Site Survey of all Prospect Site to Confirm Viability for Equipment Installation | 1.00 | USD 1,520.62 | USD 1,520.62 |
| | | | **Site Survey - Price Per Day Total:** | USD 1,520.62 |

**Total Amount: USD 17,532.54**

**Remarks:**

- All prices above reflect OneRain's Texas DIR Contract Pricing unless otherwise noted. A link to our complete list of DIR contracted pricing can be found here: OneRain State of Texas Dept of Information Resources DIR Contract
- Quotation is valid for a period of Thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Carriage Paid To.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 12 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.
- The automatic renewal is subject to an annual 5% increase.
- Note: if this quotation is for fiscal budgetary purposes or grant planning, the customer should add a 10% buffer to the quote to account for future price increases.
- AEM reserves the right to apply tariff surcharges or other price adjustments for all orders placed or deliveries post Jan 20, 2025.
- In the case that a cellular data plan is included in the quotation above, please note that it is listed on a price-per-month basis. Additionally, the stated data plan amount (e.g. 5GB, 20GB, etc.) is also based on a price-per-month basis. The customer will be responsible for any data plan usage overages, and AEM reserves the right to invoice the customer for any such costs.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: https://aem.eco/contracts.

| **Terms & Conditions** | **Initial for Acceptance** |
|---|---|
| Hardware Terms | CB |
| Professional Services Terms | CB |

**Acceptance**
To accept, please initial the Order-Specific Terms and Conditions above, complete and sign below and return.

| Johnson County TX - Precinct 3 | | OneRain, an AEM subsidiary | |
|---|---|---|---|
| **Signature:** | [signature] | **Signature:** | Christianna Covello |
| **Name:** | Christopher Boedeker | **Name:** | Christianna Covello |
| **Title:** | County Judge | **Title:** | Account Manager |
| **Date:** | 8-24-26 | **Date:** | 7/31/2026 |

Please sign and email to Christianna Covello at christianna.covello@aem.eco

# OneRain Order Form

OneRain, Inc.
an AEM Subsidiary
531 Skyway Drive Suite D
Longmont, Colorado 80504, USA

| Prepared By | Sales Contact Phone | Sales Contact Email |
|---|---|---|
| Christianna Covello | | christianna.covello@aem.eco |

## Customer Information

Organization / Business Name
Johnson County TX - Precinct 4

Contact Name:
Jamie Moore

Contact Phone:
8175566346

Primary Contact Email:
jmoore@johnsoncountytx.org

Billing Address:
Johnson County TX - Precinct 4
4300 FM 4
Cleburne, TX 76031
United States

Shipping Address:
Johnson County TX - Precinct 4
4300 FM 4
Cleburne, TX 76031
United States

## Schedule of Products & Services

Quote N°:
135234

Date:
7/30/2026, 12:58 PM

Project Ref:
Local_Johnson County_Vantage Flood Stations Phase 1

Hardware

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| 5408M | AEM Flood Monitoring Station; Gateway, Node, Desiccant | 5.00 | USD 2,546.15 | USD 12,730.75 |
| FS-PT Kit | Pressure Transducer Kit used for AEM Flood Monitoring Station, 30m Cable | 5.00 | USD 1,273.08 | USD 6,365.40 |
| 18639 | SDI-PT KEL Cable, per ft | 250.00 | USD 2.94 | USD 735.00 |
| | | | **Hardware Total:** | USD 19,831.15 |

Site Survey - Price Per Day

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| Engineering Services | One-Day Site Survey of all Prospect Site to Confirm Viability for Equipment Installation | 1.00 | USD 1,520.62 | USD 1,520.62 |
| | | | **Site Survey - Price Per Day Total:** | USD 1,520.62 |

**Total Amount: USD 21,351.77**

**Remarks:**

- All prices above reflect OneRain's Texas DIR Contract Pricing unless otherwise noted. A link to our complete list of DIR contracted pricing can be found here: OneRain State of Texas Dept of Information Resources DIR Contract
- Quotation is valid for a period of Thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Carriage Paid To.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 12 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.
- The automatic renewal is subject to an annual 5% increase.
- Note: if this quotation is for fiscal budgetary purposes or grant planning, the customer should add a 10% buffer to the quote to account for future price increases.
- AEM reserves the right to apply tariff surcharges or other price adjustments for all orders placed or deliveries post Jan 20, 2025.
- In the case that a cellular data plan is included in the quotation above, please note that it is listed on a price-per-month basis. Additionally, the stated data plan amount (e.g. 5GB, 20GB, etc.) is also based on a price-per-month basis. The customer will be responsible for any data plan usage overages, and AEM reserves the right to invoice the customer for any such costs.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: https://aem.eco/contracts.

| **Terms & Conditions** | **Initial for Acceptance** |
|---|---|
| Hardware Terms | CB |
| Professional Services Terms | CB |

**Acceptance**

To accept, please initial the Order-Specific Terms and Conditions above, complete and sign below and return.

Johnson County TX - Precinct 4

**Signature:** Christopher Boedeker

**Name:** Christopher Boedeker

**Title:** County Judge

OneRain, an AEM subsidiary

**Signature:** Christianna Covello

**Name:** Christianna Covello

**Title:** Account Manager

Date: 8-24-26

Date: 7/31/2026

Please sign and email to Christianna Covello at christianna.covello@aem.eco

# OneRain Order Form

OneRain
an AEM Subsidiary
1531 Skyway Drive Suite D
Longmont, Colorado 80504, USA

| Prepared By | Sales Contact Phone | Sales Contact Email |
|---|---|---|
| Christianna Covello | | christianna.covello@aem.eco |

## Customer Information

Organization / Business Name
Johnson County TX

Contact Name:
Jamie Moore

Contact Phone:
8175566346

Primary Contact Email:
jmoore@johnsoncountytx.org

Billing Address:
Johnson County Emergency Services
2451 Service Drive
Cleburn, TX 76033
United States

Shipping Address:
Johnson County Emergency Services
2451 Service Drive
Cleburn, TX 76033
United States

## Schedule of Products & Services

Quote N°:
132415

Date:
8/13/2026

Project Ref:
Local_Johnson County_Vantage Flood Stations Phase 1 - 2026

Elements 360 Software – Recurring Fees

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| AEM11041 | AEM Elements 360 Flood Station Starter Package-Incl: Software instance hosted by AEM for visualization and configuration of a Flood Station and export to other systems using protocols and APIs that are already available as part of Elements, Administrator User Accounts, Standard User Accounts, Alerts with notifications by email and via SMS, Up to 20 Flood Monitoring Sites. – **PRICE PER YEAR** | 1.00 | USD 1,000.00 | USD 1,000.00 |
| | | | **Elements 360 Software Total – Price Per Year:** | USD 1,000.00 |

Elements 360 Software – One-Time Fees

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| AEM19001 | AEM Elements 360 Set-up and Configuration – service – one-time fee | 1.00 | USD 1,350.00 | USD 1,350.00 |
| AEM19003 | AEM Elements 360 Training, Online – service – one-time fee | 1.00 | USD 1,350.00 | USD 1,350.00 |
| | | | **Elements 360 Software Total – One-Time Fees:** | USD 2,700.00 |

WeatherLink Console

| Product Code | Description | QTY | Unit Price | Total Price |
|---|---|---|---|---|
| 6313 | WeatherLink Console | 1.00 | USD 0.00 | USD 0.00 |
| | | | **WeatherLink Console Total:** | USD 0.00 |

**Total Amount: USD 3,700.00**

**Term Months: 12**

**Remarks:**

- Quotation is valid for a period of Thirty (30) days from the date of this correspondence.
- PAYMENT TERMS: Net 30 Days unless otherwise documented. Late payment fees will be charged at one percent (1%) per month or part thereof will be charged for any payment that is more than thirty (30) days late.
- CURRENCY: USD
- SHIPPING METHOD: Bestway.
- SHIPPING TERMS: Carriage Paid To.
- MAINTENANCE: Annual service and maintenance contracts are available. The installation and/or maintenance costs quoted above are valid for standard installations and maintenance only. Any installation or maintenance work that requires non-standard equipment, materials, or regulatory expenses may be subject to an additional charge.
- ESTIMATED DELIVERY: We, like many businesses, are experiencing periodic disruptions in our supply chain. Accordingly, you may expect delivery times to approach, or exceed, 12 weeks. Thank you for your patience and understanding during these unusual times. You will receive an e-mail when all, or a portion, of, your order has shipped.
- Applicable taxes are not included. This order is subject to sales tax at the time of invoicing.
- The automatic renewal is subject to an annual 5% increase.
- Note: if this quotation is for fiscal budgetary purposes or grant planning, the customer should add a 10% buffer to the quote to account for future price increases.

By ordering, receiving, or accepting AEM-provided products and/or services, Buyer agrees to the specific terms and conditions incorporated by reference below and the General Terms and Conditions of Sale incorporated by reference, all of which are available for review at: https://aem.eco/contracts.

**Terms & Conditions** **Initial for Acceptance**

Software as a Service Terms _____

**AEM Elements 360 Scope of Services**
**Initial for Acceptance**

SaaS _____

**Acceptance**
To accept, please initial the Order-Specific Terms and Conditions above, complete and sign below and return.

Johnson County TX

**Signature:** _____

OneRain, an AEM subsidiary

**Signature:** Christianna Covello

| | |
|---|---|
| **Name:** Christopher Boedeker | **Name:** Christianna Covello |
| **Title:** County Judge | **Title:** Account Manager |
| **Date:** 8-24-26 | **Date:** 7/31/2026 |

Please sign and email to Christianna Covello at christianna.covello@aem.eco

# JOHNSON COUNTY CONTRACT TERMS
# ADDENDUM TO AEM COMMERCIAL, INC (ONE RAIN, INC.) AGREEMENT
# (Flood Sensor Agreement 2026)

**The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:**

**1.1**

This **Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS,** a political subdivision of the State of Texas, (hereinafter referred to as "**COUNTY**" or "**JOHNSON COUNTY**" or "**AGENCY**" or "**CUSTOMER**" and **AEM COMMERCIAL, INC**. including its affiliate **ONE RAIN, INC. AEM COMMERCIAL, INC** may be referred to herein as "**AEM**".

**1.2**

**JOHNSON COUNTY and AEM as applicable,** may be collectively identified as the "**Parties**" or each individually a "**Party**". **This Addendum is part of the Agreement with AEM and is intended to modify (as set forth in this Addendum) all documents, including the Quotes and the attached Terms and Conditions put forth by AEM. This Addendum modifies (as set forth in this Addendum)** any other document proffered to **COUNTY by AEM or** their agents and other documents defining the Agreement between **JOHNSON COUNTY, TEXAS and AEM** .

**1.3**

The Parties recognize that **AEM and / or ONE RAIN, INC.** is also subject to provisions of a Texas DIR cooperative contract for purposes of this transaction.

**1.4**

**RESERVED**

**2.1**

**This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas.**

**2.2**

**Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.**

**2.3**

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

**2.4**

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

**2.5**

Severability. Each paragraph and provision hereof is severable from the entire AGREEMENT and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**2.6**

Counterparts. This AGREEMENT may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**2.7**

**THE PARTIES AGREE THAT THIS AGREEMENT SHALL CONSIST OF THIS ADDENDUM AND THE DOCUMENTS LISTED BELOW (OR OTHERWISE SPECIFIED IN THIS ADDENDUM) AND WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN, BEING THE FOLLOWING:**

**Master Product and Service Agreement with:**

Exhibit A - Software License Terms (On Premises)
Exhibit B – Professional Services Terms
Exhibit C - Software and Data as a Service Terms
Exhibit D – Maintenance Terms
Exhibit E - Hardware Purchase Terms

**End User License Agreement with:**

Exhibit A - Software License Terms (On Premises)
Exhibit B – Professional Services Terms
Exhibit C - Software and Data as a Service Terms

Exhibit D – Maintenance Terms
Exhibit E - Hardware Purchase Terms

Quote No. 135252 – Precinct 1

Quote No. 135253 – Precinct 2

Quote No. 133047 – Precinct 3

Quote No. 135234 – Precinct 4

Quote No. – 132415 Starter Package

**(The "Quote Nos." as used above are intended to identify and be inclusive of the Order Forms to which they are associated)**

**DOCUMENTS OBTAINABLE OR REFERENCED BY ELECTRONIC LINK SHALL HAVE NO FORCE OR EFFECT TO THE EXTENT ANY SUCH DOCUMENT VARIES IN ANY WAY FROM THE DOCUMENTS PHYSICALLY ATTACHED HERETO AND SIGNED AND APPROVED BY AEM AND THE COMMISSIONERS COURT. ANY "INITIALING" OF AN ACCEPTANCE LINE ON THE QUOTES SHALL HAVE NO EFFECT BEYOND ACCEPTANCE OF THE DOCUMENTS LISTED ABOVE AND ATTACHED HERETO.**

**3.1**

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY **CANNOT enter into an agreement whereby JOHNSON COUNTY agrees to indemnify or hold harmless any other party**; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

**3.2**

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

> **... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...**

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

**4.1**

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

**4.2**

Notwithstanding anything to the contrary in this Addendum, including Sections 8.8 and 9.1, Sections 6.2, 6.3 and 6.4 of the AEM Master Products and Services Agreement shall remain in full force and effect and shall not be deleted, modified, superseded or otherwise affected by this Addendum. For the avoidance of doubt, AEM shall not be liable for any damages excluded pursuant to Section 6.2 of the Master Products and Services Agreement, and AEM's aggregate liability arising out of or relating to the Agreement shall not exceed the amount set forth in Section 6.3 of the Master Products and Services Agreement, in each case subject to Section 6.4 thereof. Nothing in this Section 4.2 shall be construed as a waiver by JOHNSON COUNTY of any governmental or sovereign immunity, statutory limitation of liability, or other defense available to JOHNSON COUNTY under applicable Texas law.

**4.3**

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

**4.4**

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

**5.1**

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

a. the date the governmental entity receives the goods under the contract;
b. the date the performance of the service under the contract is completed; or
c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.025 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment

becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

**5.2**

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

> **"(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor...."**

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. JOHNSON COUNTY can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the COUNTY'S receipt and review of a proper invoice through the proper COUNTY department responsible for the purchase of the goods or services). JOHNSON COUNTY cannot and does not authorize any entity to directly access County funds. AEM understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a COUNTY holiday. AEM further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the "bill run" for the Commissioners Court.

**5.3**

JOHNSON COUNTY does not authorize AEM or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

**6.1**

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the

review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

**6.2**

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that **AEM** might lawfully seek to claim as confidential, then COUNTY will forward the request to **AEM.** It shall be the obligation of **AEM to** prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **AEM** in making such submission to the Texas Attorney General's Office. **AEM acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

**6.3**

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

**6.4**

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

**6.5**

**It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.**

**6.6**

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

**7.1**

**AEM certifies** that pursuant to Section 231.006 of the Texas Family Code (regarding unpaid child support) that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and

payment may be withheld if this certification is inaccurate. **AEM** hereby certifies that it is not ineligible to receive State or Federal funds due to child support arrearages

**7.2**

**AEM** verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **AEM** verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

**7.3**

**AEM** verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**7.4**

**AEM** verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

**(1)** does not boycott energy companies; and

**(2)** will not boycott energy companies during the term of the contract.

In this provision:

**(1)** "Boycott energy company" has the meaning assigned by Section 809.001.

**(2)** "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

**(3)** "Governmental entity" has the meaning assigned by Section 2251.001.

**7.5**

**RESERVED**

**7.6**

**AEM** certifies by signature of its authorized representative on this document that it does and will so long as this Agreement is in effect comply fully with Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA FY19) and Section 5949 of the National Defense Authorization Act for Fiscal Year 2023 (NDAA FY23) and with any additional

existing and future "China Tech Prohibitions" promulgated or enacted by the Unites States Government.

**8.1**

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

**8.2**

Notwithstanding any other provision in this Addendum or the associated documents, to the extent AEM is being contracted to provide information technology to maintain and make available information for use by JOHNSON COUNTY, including documents, data, content and records, Customer Data, as defined in Exhibit C, Software and Data as a Service Terms, shall be and remain the exclusive property of JOHNSON COUNTY. For purposes of clarity, Customer Data includes information, data and other content submitted, posted or otherwise transmitted by or on behalf of JOHNSON COUNTY through the Software and Data as a Service, including data transmitted by or on behalf of JOHNSON COUNTY from equipment purchased and owned by JOHNSON COUNTY. Notwithstanding the foregoing, JOHNSON COUNTY shall acquire no ownership interest in Elements 360, the Software and Data as a Service, Documentation, AEM IP, or any other software, technology or intellectual property owned, licensed, developed or provided by AEM ("AEM Materials"). As between the Parties, AEM shall retain all right, title and interest, including all intellectual property rights, in and to the AEM Materials. Nothing in this Addendum shall be construed as transferring or assigning ownership of Elements 360 or any other AEM Materials to JOHNSON COUNTY. JOHNSON COUNTY's rights in the AEM Materials shall be limited to the applicable access and use rights granted under the Agreement and applicable Order Form. For further clarity, the foregoing shall not alter AEM's rights under Exhibit C with respect to data generated or delivered through the Software and Data as a Service other than Customer Data, or AEM's rights with respect to aggregated and de-identified Customer Data as provided in Exhibit C.

**8.3**

To the extent AEM is being contracted to provide construction management services, construction services or engineering services and to accumulate data and information then AEM shall make any accumulated data, records or information available for use by Johnson County. Accumulated data, records and information are and shall be the property of Johnson County, Texas or the State of Texas.

**8.4**

**At the termination of this Agreement, to the extent AEM possesses or controls access to Customer Data, as defined in Section 8.2 above, upon request by COUNTY, AEM must copy the Customer Data to a storage medium in common use at the time or as agreed to by the Information Technology Department of JOHNSON COUNTY and deliver such medium and Customer Data to JOHNSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT. AEM recognizes such Customer Data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability. For the avoidance of doubt, nothing in this Section 8.4 requires AEM to deliver, transfer, assign or provide a copy of Elements 360, the Software and Data as a Service, source code, Documentation, AEM IP or any other AEM Materials, except to the extent necessary to provide JOHNSON COUNTY with an export of its Customer Data.**

**8.5**

**All provisions of the agreement are modified such that in no event would JOHNSON COUNTY have less than 120 days from notice of termination of the Agreement to secure its Customer Data in a useable and readable format. JOHNSON COUNTY'S securing of such Customer Data is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such Customer Data. For the avoidance of doubt, this Section provides JOHNSON COUNTY a right to secure and export its Customer Data and does not convey any ownership interest in, or any right to retain or use following expiration of the applicable subscription term, Elements 360 or any other AEM Materials except as otherwise expressly provided in the Agreement or applicable Order Form.**

**8.6**

**The parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. Provisions which AEM seeks to make terms of the contract or agreement by references to links or websites for contract terms are rejected by JOHNSON COUNTY and CANNOT and WILL NOT be enforced against JOHNSON COUNTY.**

**8.7**

**JOHNSON COUNTY is not subject to any provision that may be changed without notice or that may be changed without specific overt consideration and approval by the**

**Commissioners Court of Johnson County acting on that change, modification or amendment to the contact or its terms occurring after the date of the execution of this Addendum.**

**8.8**

**Notwithstanding any provision set forth in the attached terms and conditions for Agency or any other document put forth by AEM, JOHNSON COUNTY does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.**

**8.9**

**AEM will not factor its receivables (from JOHNSON COUNTY) to any company or bank without the permission of the Johnson County Commissioners Court.**

**9.1**

**In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to JOHNSON COUNTY in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY* AEM IS *HEREBY DELETED.* Notwithstanding the foregoing, Sections 4.2 and 8.2 through 8.5 of this Addendum, including the provisions therein preserving AEM's limitations and exclusions of liability and AEM's ownership of AEM Materials, shall control and shall not be deemed deleted, modified or superseded by this Section 9.1 or any other provision of this Addendum.**

**APPROVED AS TO FORM AND CONTENT:**

**JOHNSON COUNTY**:

Christopher Boedeker
As Johnson County Judge

8-24-26
Date

Attest: April Berry
County Clerk, Johnson County

COMMISSIONERS COURT JOHNSON COUNTY, TEXAS

8-24-26
Date

**AEM :**



Signature

August 14, 2026
Date

James Logan
Printed Name

Water Segment Leader
Position