

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.

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