

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.

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