

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.

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