

Master Products and Services Agreement

Last Updated Date: July 14, 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; Data.**

- 7.1. 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.
- 7.2. Customer hereby grants to AEM a non-exclusive royalty-free, worldwide, perpetual license to store, reproduce, distribute, and display the Customer Data (as defined below) in connection with the provision of Services or any Product hereunder. Notwithstanding anything to the contrary herein, AEM has the right to aggregate Customer Data with other information in one or more data sets in a manner that does not reveal the identity or the source of such information, and AEM and its licensors will be free (during and after the Term) to use such Customer Data (as aggregated with other information and de-identified) for purposes of product or service development and improvement, for analytical purposes, and to make general public statements regarding industry trends and/or the efficacy of AEM’s products and services. As used in this Agreement, “***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 any employee, member, constituent, or authorized user of the Services or any

Product.

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 to the 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 is provided 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.

[* * *]