

**APPENDIX B**  
**Professional Services Terms**

This Appendix B (Professional Services Terms) applies to the training services, maintenance services, installation services, meteorological services, advisory services, engineering services, and/or other professional services ordered by Customer or sold or provided by AEM under the Agreement (“*Professional Services*”).

1. Scope of Services. AEM shall supply those services described on Appendix B-1 “Scope of Work” or “SOW”, attached hereto and incorporated herein by reference. 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. Responsibilities for Delay. In the event that the provision of Professional 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 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.

3. Changes in Scope. If a change is requested to the Scope of Work that will cause a increase or decrease in the cost and/or time required to deliver the Services, the Parties shall agree to an equitable adjustment to the SOW, as reflected on a Change Order.

3.1 Neither Party shall be obligated to perform any requested change in scope unless and until a Change Order is fully executed by both Parties. Such Change Order shall be considered an Addendum to the Agreement and incorporated herein by reference.

4. Relationship of Parties. Customer and AEM are independent contractors and this 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.

5. Project Conflict Resolution. Without in any way limiting the General Terms and Conditions, in the event that a conflict between AEM and Customer regarding the Professional 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 (Project Conflict Resolution) shall be deemed to limit or delay a Party's ability to seek relief in court in accordance with the General Terms and Conditions.

6. AEM Materials. To the extent that AEM conceived, created, authored, invented, developed or reduced to practice any deliverable, data, information, report, software, work of authorship, material, invention, item, or discovery (“AEM Materials”), all title, interest, and ownership in and to the AEM Materials belongs to AEM.