

**General Terms and Conditions**  
to  
**Master Products and Services Agreement**

This Master Product and Services Agreement (“**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 Party identified on the Order Form (“**Customer**”). This Agreement is comprised of the General Terms and Conditions set forth below, and any order-specific terms either attached to or specifically referenced in the Order Form.

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 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 (a) already in the possession of the receiving Party without an obligation of confidentiality, (b) developed independently by the receiving Party, as demonstrated by the receiving Party, without access to or use of the disclosing Party’s Confidential Information, (c) obtained from a source other than the disclosing Party without an obligation of confidentiality, or (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the Receiving Party).

- 1.3. “**Control**” (and its cognates, “**Controlling**” and “**Controlled**,” as applicable) means (a) fifty percent (50%) or more of (i) the then-outstanding securities or other ownership interest of a person or entity or (ii) 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. “**Party**” or “**Parties**” means AEM and/or Customer as the context may require.
- 1.5. “**Products**” means any products provided by AEM under the Agreement, including any installed Software, or Hardware (as reflected on any Order Form and defined in the applicable Appendices).
- 1.6. “**Services**” may variously mean Professional Services, any Software as a Service, Data as a Service, or Support Services, (as reflected on the Order Form and defined in the applicable Appendices).

2. Fees and Payment.

- 2.1. Customer shall pay the fees and other charges as specified on the Order Form (Schedule A). Late payment fees will be charged as follows: (a) one percent (1%) per month or part thereof will be charged for any payment that is more than 30 days late; (b) Payment should be made in accordance with the instruction on Schedule B.

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, 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 Agreement or an Order 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 for cause as of the date specified in such notice.
4. Dispute.
- 4.1. 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. Representations and Warranties.
- 5.1. Mutual Representations and Warranties. Each of Customer and AEM represent and warrant that:
- (i) It is a business duly formed, validly existing, and in good standing under the laws of its jurisdiction of formation.
  - (ii) The execution, delivery, and performance of the Agreement by it has been duly authorized by it and the 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,
  - (iii) 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 Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under the Agreement.
6. Limitation of Liability.
- AEM SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF AEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IF THEY ARE FORESEEABLE. AEM SHALL NOT BE RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.
- The foregoing will apply to the full extent permitted by applicable law.
7. Title and Intellectual Property.
- The Products, Services and/or methods used in association with the Services may be covered by one or more U.S. and international patents or pending patent applications. All right, title, and interest (including all intellectual property rights) in, to and under the Services, and any data or additional services provided (including all copies thereof) shall remain with AEM.
8. Patent Indemnity.
- AEM will defend the Customer from, and pay for ultimate judgment or liability for, infringement in the United

States by equipment or application software (“Software”) of any patent, trademark, trade secret, protected semiconductor chip mask work, or copyright provided prompt notification is given in writing of any alleged infringement, AEM is allowed to defend, and Customer cooperates in the defense to extent necessary. AEM shall not be responsible for any non-AEM litigation expenses or settlements unless agreed to in writing. AEM shall not be liable for any infringement due to equipment or software being made or modified by Customer or requested specification or designs, or being used or sold in combination with equipment, software, or supplies not provided by AEM. IMPORTANT: AEM MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY OF NON-INFRINGEMENT AND HAS NO OTHER LIABILITY FOR INFRINGEMENT OR ANY DAMAGES THEREFROM. To avoid an infringement (even if not alleged) AEM may, at our option, at no charge to Customer, obtain a license to use, modify, or substitute an equivalent item for the infringing equipment or software.

9. Confidential Information.

9.1. Obligation of Confidentiality. Each Party shall hold all Confidential Information of or provided by the other Party in strict confidence, shall not sell, transfer or otherwise dispose of the other 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 Agreement and who are bound by obligations of confidentiality not less restrictive than those stated in this Section 8 (Confidential Information), or (b) use such Confidential Information for any purposes whatsoever other than the performance of the Agreement. The Parties agree to advise their respective Personnel of their obligations to keep such information confidential. Each Party remains responsible for the compliance by their respective Personnel with the confidentiality obligations hereunder.

9.2. Cooperation to Prevent Disclosure. Each Party shall use its commercially reasonable efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information of the other Party. Without limiting the foregoing, each Party shall advise the other Party immediately in the event the 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 (Confidential Information) and each Party will cooperate with the other Party in seeking injunctive or other equitable relief against any such person or entity. The receiving Party may disclose the disclosing Party’s 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 seek a protective order or such similar confidential protection as may be available under *Compelled Disclosure Laws*.

9.3. Remedies for Breach. Each Party acknowledges that breach of its obligations of confidentiality likely will give rise to irreparable and imminent injury to the other Party, for which damages likely will be difficult to ascertain and for which monetary damages may be inadequate. Accordingly, each Party may seek to obtain 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.

9.4. No License. Except to the extent expressly set forth in the Agreement, no license is granted by either Party to the other with respect such Party’s Confidential Information. Nothing in the Agreement shall be construed to grant to either Party any ownership or other interest in the other Party’s Confidential Information, except as is provided under a written license specifically applicable to such Confidential Information.

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. 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. Any notices not addressed to the address(es) for notices stated on the Cover Page shall be deemed not to have been given or received.

15. Purchase Orders.

Except for identifying goods, services or software ordered, prices and quantities, the terms and conditions contained or referenced in Customer purchase orders or other ordering documents shall be of no force or effect.

16. 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.

17. Survival.

The obligations under Sections 4, 5, 6, 7, 9, 10, 11, 12, 13 above, and any other provisions of these General Terms, and order-specific terms or the Order Form which, by their nature are intended to survive, shall survive the termination or expiration of the applicable Order Form