

APPENDIX E
Hardware Purchase Terms

1. Hardware Products. These Terms apply to the purchase of AEM-manufactured equipment as described on the Order Form (hereinafter “Products”), and take precedence over any additional, supplemental or conflicting terms and conditions asserted by Customer. Neither AEM’s commencement of performance nor manufacture or delivery of Product shall be deemed an acceptance of Customer’s supplemental or conflicting terms and conditions. The Customer’s acceptance and use of the Products shall be deemed to constitute confirmation and acceptance of the Terms and Conditions contained herein.
2. Delivery and Title. Unless otherwise agreed to by AEM, all delivery of Product shall be made EXW and the carrier shall be deemed to be the Customer’s agent. Delivery of the Product to the carrier shall constitute delivery of the Product to the Customer. Title to Product and risk of loss shall pass to Customer upon delivery to the carrier provided that AEM reserves all right to stoppage in transit. Selection of carrier and of delivery route shall be made by AEM unless specified by Customer. The Customer acknowledges that lead times and delivery dates provided by AEM are estimates only. AEM reserves the right to ship before the delivery date if Product is available to ship. AEM shall not be liable for delays in delivery or for failure to perform due to causes beyond its reasonable control. In the event of delay caused by such event, the date of delivery shall be extended for a period equal to the time lost as a consequence of the delay in delivery without subjecting AEM to any liability or penalty. If Product is damaged, lost or stolen while in the custody of the carrier, AEM shall be deemed to have performed its obligations in full. Delivery of a quantity, which varies from the quantity specified, shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Customer to cancel other installments. AEM reserves the right to modify, alter, substitute or discontinue Products without notice and to cancel customer orders related to such Product without penalty.
3. Inspection and Acceptance. It is Customer’s responsibility to inspect and accept each Product at the time of delivery. Failure of Customer to inspect and accept the Product at that time waives Customer’s rights to inspection and acceptance as a term of the contract. Customer shall perform whatever inspection or tests Customer deems necessary as promptly as possible but in no event later than ten (10) days after delivery of the Product, after which time Customer will be deemed to have irrevocably accepted the Product. However, any actions under this clause shall not be deemed a waiver of any warranty contained herein.
4. Web Services. If SaaS or other webservices are provided as part of this package purchase, AEM agrees to provide to Customer: (1) complete access to any web or SaaS service specified on the Order Form; (2) Provide adequate bandwidth and server capacity; (3) Provide toll-free technical support. The above services will be provided for as long as AEM maintains support for the applicable web service. In such a case, Appendix C SaaS Service Terms shall apply.
5. Term and Termination. The web services shall have an initial term as specified on the Order Form. Unless otherwise specified on the Order Form, the web services subscription shall automatically renew for successive 12-month terms, unless terminated by either party with at least 30 days written notice prior to the expiration of the then current term. Renewal pricing for web services shall be as reflected on the Order Form. The initial term and any subsequent renewal term is each a “Term” as used herein.
6. Product Warranty. AEM warrants for a period of 24 months from the date of receipt of the Product by Customer – except for vehicle-mounted Products, which have a 12 month warranty period - (the “**Purchase Date**”) that the Product: complies with the AEM product specifications in effect on the Purchase Date, and is free of defect in materials and workmanship; subject at all times to the exclusions set out below (the “**Limited Warranty**”), subject to the following conditions:
 - a. the Customer must notify AEM of a warranty claim in writing within 24 months of the Purchase Date (a “**Warranty Claim**”) and must ship, at its own expense, the Product to AEM, or to AEM’s designated depot;
 - b. AEM will review and verify each Warranty Claim and will, at its own discretion under each valid Warranty Claim, repair or replace the Product and return or ship the replacement Product to the

Customer, free of charge in full satisfaction of the Warranty Claim;

- c. AEM shall be entitled to use new and/or reconditioned parts in performing warranty repair or providing a replacement Product and also reserves the right to use parts or Product of new or improved design in any repair or replacement; all replaced Product and/or any parts removed from repaired Products shall become the property of AEM; the above warranty will continue to apply and remain in effect for the balance of the warranty period calculated from the Purchase Date (and not the repair or replacement date).
 - d. The AEM Limited Warranty set out above does not provide cover or extend to the following which are expressly excluded:
 - i. failure due to normal wear and tear of the Product;
 - ii. failure due to extreme operating conditions or environment in which the Product is placed;
 - iii. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages contrary to Product Specifications;
 - iv. Products which have been repaired or altered other than by AEM or AEM' authorized representative;
 - v. Products utilized as a component part of another product or equipment assembly;
 - vi. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product; and
 - vii. failure due to acts of God.
 - e. The AEM Limited Warranty is not transferable and only applies to the first end-user purchaser of the Product; and
 - f. The Customer acknowledges that AEM does not warrant the results obtained from the Product or the implementation of recommendations made by AEM concerning the use, design or application of the Product.
 - g. Notwithstanding any terms and condition of sale and subject at all times to any of the limitations expressed in the Limited Warranty, no action by Customer may be brought at any time for any reason against AEM more than twenty-four (24) months after the facts occurred upon which the cause of action arose.
 - h. In the case of products furnished by AEM as part of the Order but manufactured by others shall carry the original manufacturer's warranty only.
7. Service Warranty. AEM warrants its service work, repairs, replacement parts and modifications to be free of defects in materials and workmanship for the first 6 months after the service date of the equipment (the "**Service Warranty**"). In the event of a valid Service Warranty claim within this time-frame, AEM will repair or replace those defective replacement parts and provide any remedial maintenance to the previously serviced equipment free of charge and in full satisfaction of the Service Warranty claim, subject to the following:
- (a) AEM's obligations under the Service Warranty require that the Customer return of the relevant Product or parts to AEM' at such address as may be provided by AEM from time to time, in order for any required repair or maintenance to be conducted.
 - (b) When a Service Warranty claim is made, it will first be reviewed and verified by AEM to establish any damage or malfunction, so that AEM may determine, in its sole discretion, whether a Service Warranty claim is valid and applicable.
 - (c) This Service Warranty is limited to those replacement parts that are defective, in the sole judgment of AEM, and any repairs necessitated by those same defective parts, and not to any other parts or services.

(d) If AEM determines that a Service Warranty claim is not valid, the Customer may still choose to have the subject Products or parts repaired at AEM current rates or returned to them in their original 'as received condition' by AEM, at the Customer's expense.

(e) A standard one-hour evaluation fee, at current AEM rates, applies to all equipment that is returned to AEM for repair and maintenance, including equipment not repaired and returned to the Customer in the 'as received condition'.

8. Field Service Warranty. AEM warrants its field service to be free of defects in workmanship for the first 3 months after the date on which such field services were performed (the "**Field Service Warranty**") by AEM authorized, trained and certified personnel. In the event of a valid Field Service Warranty claim within this timeframe, AEM will provide any remedial field services free of charge and in full satisfaction of the Field Service Warranty claim, subject to the following:
 - a. AEM's obligation under this warranty shall be limited to field services performed and/or provided by AEM authorized, trained and certified personnel only.
 - b. When a Field Service Warranty claim is made, it will first be reviewed and verified by AEM to establish any damage or malfunction, so that AEM may determine, in its sole discretion, whether a Field Service Warranty claim is valid and applicable.
 - c. For each Field Service Warranty claim, AEM will require documentation setting out the AEM authorization, training and certification of any personnel involved in performing and/or providing the related field work.
9. Service Warranty and Field Service Warranty Exclusions. The AEM Service Warranty and Field Service Warranty set out above do not provide cover or extend to the following which are expressly excluded:
 - a. failure due to normal wear and tear of the Product;
 - b. failure due to extreme operating conditions or environment in which the Product is placed;
 - c. failure due to fire, water, neglect, improper installation, generalized corrosion, biological infestations, or input voltages contrary to product specifications;
 - d. Products which have been repaired or altered other than by AEM or AEM' authorized representative;
 - e. Products utilized as a component part of another product or equipment assembly;
 - f. failure that is attributable to the improper use, storage, maintenance, installation or placement of the Product;
 - g. failure due to acts of God; and
 - h. for greater clarity, the Service Warranty and Field Service Warranty apply to physical services provided in connection with Products, but do not apply to any Software-as-a-Service which may be offered by AEM from time to time.
10. Alterations and Attachments. If Customer makes alterations or attaches a device or any other item to the Product as sold and installed, the warranty is voided and AEM has no further obligation under the warranty.
11. 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.
12. Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE PRODUCT AND ANY

SERVICES AND DATA DISPLAYED THEREIN ARE 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 MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

13. Data Rights. AEM retains all rights to data generated by the Product. AEM grants Customer a limited license for use of such data, in connection with Customer’s internal business/educational purposes, but for no other purpose. AEM has exclusive rights for resale or to otherwise use data from the Product(s). Customer and users of Product may not distribute or provide access to third parties without the express written consent of AEM. Requests for distribution or access must be in writing to AEM.
14. Maintenance/Installation. Installation will be provided as described on the Order Form. Maintenance, if purchased, is as described on the attached Professional Services Terms, incorporated herein by reference. Customer agrees that, prior to scheduling any maintenance visit, it will consult with technical support by phone, to determine whether it is possible to resolve any issues in that manner. In the event that such troubleshooting does not resolve the issue(s), a site visit will be scheduled. At the time of the site visit, Customer shall allow all reasonable access for the purpose of supplying necessary maintenance and/or the installation. Maintenance covers all parts, labor and replacement/repair of hardware. It does not cover the relocation of hardware. If non-standard equipment (e.g. a lift) is required to access hardware, Customer shall either supply such equipment or cover the rental expense.
15. Data Plans. Data plans provided by AEM will be subject to the terms in this section 15. In the event there is a conflict between this section and another section in these Terms and Conditions with respect to data plans, the terms in this section will prevail. AEM shall have no responsibility for data services or transmission methods or networks outside of its control.
 - a. **Data Plan Types:** Data plans provided by AEM will be available as subscription data plans (the “**Subscription Data Plan**”) or prepaid data plans (the “**Pre-Paid Data Plan**”), as may be provided by AEM from time to time, and as set out in an Order. The following applies to such data plans:
 - i. In the event the Customer exceeds the data allowance (the “**Data Overage**”) under the selected Subscription Data Plan, AEM will automatically increase the Customer to the next tier Subscription Data Plan sufficient to accommodate the Data Overage, and bill for such increased Subscription Data Plan in such period. In the period following billing for a Data Overage, the Customer will be moved back to the originally selected Subscription Data Plan.
 - ii. In the event the Customer exceeds the amount of data purchased under the Pre-Paid Data Plan, it shall be the sole responsibility of the Customer to purchase additional data to ensure continued data services. The Customer is solely responsible for monitoring its data usage, and AEM is under no obligation to notify the Customer of the data consumption amount or continue to provide data services beyond the Pre-Paid Data Plan and AEM shall not be liable for any loss or damages arising from the discontinued provision of data services in the event that the Pre-Paid Data Plan is fully consumed.
 - iii. AEM reserves the right to amend or withdraw the pricing available under the Subscription Data Plan or Pre-Paid Data Plan and will notify the Customer 30 days prior to such amendment or withdrawal. Subscription Data Plans will automatically re-new once the period is over, unless the Customer provides AEM with one month’s notice of cancellation.
 - iv. **Telephone Numbers:** A telephone number may not appear in more than one terminal or SIM. The Customer has no property right to the telephone number and AEM reserves the right to assign, designate, or change the telephone number. If the Customer wishes to change its assigned telephone number, AEM may charge the Customer a fee associated with changing the telephone number.
 - v. **Data transmission and dropped calls:** AEM makes no representation as to the success of data calls and dropped calls may occur due to the potential for incorrect use or anomalies. AEM will not be responsible for data call attempts regardless of ultimate successful transmission and the Customer will pay for such data call attempts accordingly.

- vi. Subscription Data Plan: If the Customer cancels the Subscription Data Plan before the period is over, AEM will charge the Customer an early termination fee.
 - vii. Pre-Paid Data Plan Balance: Each prepaid SIM will maintain its balance until the earlier of consumption by the Customer; or the applicable expiry date for the prepaid credit (the “**Validity Period**”).
 - viii. At the end of the Validity Period the remaining balance on the SIM will be forfeited. If the Customer adds additional credit to the prepaid SIM prior to the end of the Validity Period, the Validity Period will be extended to the applicable expiry date of the new prepaid credit. Prepaid SIMs are non-refundable.
- b. Suspension of a SIM card: Should a SIM card be suspended, the Customer will remain responsible for the charges under the Data plan.
 - c. Barring of Terminal/Satellite Equipment: AEM reserves the right to bar the IMEI of a terminal with a SIM card for any breach of the Terms and Conditions. If a terminal is reported stolen the Customer can request AEM to bar the terminal.
 - d. Licensing: If the Customer wishes to make use of its data plan while in foreign territories other than as set out in an Order, the Customer will be responsible for obtaining any and all licensing or approvals that will be required to operate within that territory. AEM does not guarantee the authority to radiate from territories other than those allowing trans-border operations of satellite phone equipment without a license.
 - e. Data Services: AEM makes no representation that it can provide uninterrupted services and shall not be liable or issue credit for interrupted services unless caused by the gross negligence of AEM. AEM shall not be liable for the acts and omissions of other carriers, equipment failures or modifications related to the transmission of data, or other causes beyond AEM’s reasonable control.
 - f. Value-Added Services: The Customer is responsible for all long distance and roaming charges (if applicable), and any Customer elected value-added services.
 - g. Additional Terms: The Customer may be required from time to time to agree to additional terms and conditions, acknowledgements, or agreements as may be required by third party service providers as a result of using AEM’s services and the Customer acknowledges that their use of the data services may be conditional upon acceptance of such terms.
 - h. Prohibited Uses: The Customer will not use the Services for the purposes of remote medical monitoring or for location-based services.
 - i. Maintenance of Data Services: Data services may require routine maintenance or system reconfigurations and updates (“**Data Service Upgrades**”). AEM and third-party data service providers have the right to perform such Data Services Upgrades and will use reasonable efforts to notify the Customer of such Data Service Upgrades prior to implementation.
 - j. Customer Information: AEM may need to provide Customer information such as full name, address, fax, email, telephone numbers and account details (the “**Customer Information**”) to third party service providers. The Customer agrees to provide the Customer Information to AEM and will notify AEM of any changes to the Customer Information, as soon as reasonably possible.
16. Export Control/Use of Product. The Customer certifies that it will be the recipient of Products to be delivered by AEM and acknowledges that the Product may be subject to the export and/or import control laws and regulations including those of the United States and, where applicable, Canada. Customer agrees that it shall, at the request of the AEM, provide end-user documentation and certification and that it shall otherwise strictly comply with all Canada and U.S. export laws and assume sole responsibility for obtaining licenses and/or permits to export or re-export as may be required. The Customer agrees that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited.