



Solutions Ambra Inc. and Ecotel Inc. Warranty Statement



GENERAL PROVISIONS

SOLUTIONS AMBRA INC. or ECOTEL INC. (“AMBRA”) warrants that all equipment, other than spare parts, sold by it (the “Equipment”) shall be free from defects in material and workmanship (the “Equipment Warranty”). AMBRA warrants that all spare parts sold by it (“Spare Parts”) to Buyer shall be free from defects in material and workmanship (the “Spare Parts Warranty”). AMBRA warrants that all software, sold by it (the “Software”) to you (the “Buyer”) will substantially conform to the applicable Documentation free from all Bugs and defects (the “Software Warranty”). For the purposes of this Software Warranty, “Documentation” shall mean AMBRA’s printed, online or electronic information manual or other material that contains operating instructions and performance specifications for the Software which AMBRA generally makes available to all Buyers and “Bugs” shall mean a reproducible malfunction of the Software that prevents the Software from performing in accordance with the operating specifications described in the Documentation.

It is the Buyer's responsibility to ensure that the Software is used in the correct application, integrated into the project or system correctly (if applicable) and used within AMBRA’s and the applicable software manufacturer's specifications, including the Documentation. And, It is the Buyer's responsibility to ensure that the Equipment or Spare Part(s) are used in the correct application, integrated into the project or system correctly (if applicable) and used within AMBRA’s and the applicable part manufacturer's specifications for purpose, ambient air temperature, regional environment, chemical exposition, mechanical installation, mechanical stress (vibration, chocs, impact, etc.) and electrical supply (i.e. protected from voltage range compliance, over-and/or under- voltage, line noise, and/or spikes, line regulation).

1) USAGE RIGHTS

- a) AMBRA grants to the Buyer a non-exclusive and non-transferable right to use the Software, in accordance with the terms and conditions of the end user license agreement and the Documentation and solely for the Buyer’s own business operations.
- b) Except as otherwise provided in the end user license agreement or the Documentation, the Buyer will not:
 - i) Reproduce, modify, adapt or create derivative works of the Software;
 - ii) Use the Software for or in the interest of any third party;
 - iii) Sell, loan, transfer, export, license or provide access to the Software to a third party;
 - iv) Remove or modify any program markings or any notice of AMBRA’s or third party licensors’ proprietary rights;
 - v) Incorporate the Software into a product or service the Buyer provides to a third party;
 - vi) Interfere or otherwise circumvent mechanisms in the Software intended to limit use;
 - vii) Reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs of the Software; or
 - viii) Encourage or assist any third party to do any of the foregoing.

2) GRANT OF WARRANTY

- a) The Software Warranty shall be in effect for twelve (12) from the first commissioning date of the Software unless extended by the Buyer by paying the annual support fee as determined by AMBRA annually and shall include support and major updates of the Software.
- b) The Equipment Warranty shall be in effect for twelve (12) months from the shipment date.
- c) Should the Equipment or part therein or material used therein not comply with the Equipment Warranty during the Equipment Warranty Period, AMBRA, at its option and in its sole discretion, and as Buyer’s sole remedy, will:
 - i) Replace the defective part(s) and/or material(s);



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- ii) Authorize the part(s) and/or material(s) to be returned to AMBRA's plant for inspection and/or if applicable, for repair;
 - iii) Authorize the part(s) and/or material(s) to be repaired at an alternative location approved by AMBRA; or
 - iv) Refund the purchase price to Buyer for the defective part(s) and/or material(s).
- d) Should a Spare Part not comply with the Spare Parts Warranty during the Spare Parts Warranty Period, AMBRA, at its option and in its sole discretion, and as Buyer's sole remedy, will:
- i) Replace the defective part;
 - ii) Authorize the part to be returned to AMBRA's plant for inspection and/or if applicable for repair;
 - iii) Authorize the part to be repaired at an alternative location approved by AMBRA; or
 - iv) Ambra will refund the purchase price to Buyer for the defective part.
- e) Should the Software not comply with the Software Warranty during the Software Warranty Period, AMBRA, at its option and in its sole discretion, and as the Buyer's sole remedy, will:
- i) Replace the defective Software;
 - ii) Repair the defective Software; or
 - iii) Refund the purchase price to the Buyer for the Software.
- f) The procedure for Software Warranty claim and/or Equipment Warranty claim and/or Spare Parts Warranty claim is defined by AMBRA and remains in its sole discretion at all times. This procedure includes without limitation the following steps:
- i) The Buyer inform AMBRA that it has a problem with the Software and/or an Equipment and/or Spare Part through AMBRA's support help desk;
 - ii) The AMBRA's Support Help Desk team will try to troubleshoot the problem with the Buyer's custody;
 - iii) If required, the AMBRA's Support Help Desk team will receive the claim for Software Warranty and/or the Equipment Warranty and/or Spare Parts Warranty ;
 - iv) If it is required to return the Software and/or Equipment and/or Spare Part, AMBRA will issue a Return Authorization number;
 - v) If it is determined that the Software Warranty and/or the Equipment Warranty and/or Spare Parts Warranty applies, AMBRA will proceed in its sole discretion with one of the actions stated in this section 2 and will credit the inspection fees.
 - vi) If it is determined that the Software Warranty and/or the Equipment Warranty and/or Spare Parts Warranty does not apply, AMBRA will bill the Buyer for inspection labor fees.
- g) If the Software is authorized to be returned to AMBRA's plant, the Buyer shall, at the Buyer's expense (including, but not limited to, brokerage charges, duties and taxes), return such Software for warranty service to AMBRA's headquarters. For the Equipment and/or Spare Part, if they are authorized to be returned to AMBRA's plant, Buyer shall, at Buyer's expense (including, but not limited to, brokerage charges, duties and taxes), return such part(s) and/or material(s) for warranty service to AMBRA's headquarters with proper Chain of Custody. For the purposes hereof, "Chain of Custody" means:
- i) Storage : Prior to AMBRA's return authorization (described above), the part(s) and/or material(s) should be stored in a clean, dry environment to prevent any possible damage (such as, but not limited to rust);
 - ii) Labeling : Buyer must attach proper labels to the part(s) and/or material(s) authorized for return. A proper label, includes, without limitation, the following:
 - a. Part Number/Part Type.
 - b. Serial Number of the goods that have one (as applicable, such applicability to be determined at AMBRA's discretion). The Serial Number provided on the label must match the Serial Number(s) of the part(s) and/or material(s) and in the event the numbers do not match, they will be deemed invalid and will constitute a breach of the Equipment Warranty or Spare Parts Warranty.
 - c. Name of Customer Custodian assigned.
 - d. As applicable, date(s) at which the part(s) and/or material(s) were removed from service.



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- e. Packaging: It is Buyer's responsibility to ensure that the part(s) and/or material(s) are packaged properly to prevent any damage during storage and transit. Any damage which occurs during storage or transit shall be Buyer's responsibility.
- f. Shipment: The part(s) and/or material(s) authorized for return by AMBRA must be shipped by Buyer and received by AMBRA within fifteen (15) days of AMBRA's issuance of the authorization to Buyer. In the event such part(s) and/or material(s) are not received by AMBRA within fifteen (15) days of AMBRA's issuance of the authorization to Buyer, there will be deemed to be no valid breach of the Equipment Warranty or Spare Parts Warranty.
- iii) Scrap: In the event AMBRA feels that the item does not warrant a return to AMBRA, AMBRA will inform Buyer that it should scrap the item and Buyer will be required to send AMBRA written documentation which indicates that the item has been scrapped;
- iv) AMBRA does not provide any warranty for Consumable or Wear Parts (as defined below) and; therefore, such parts are excluded from both the Equipment Warranty and Spare Parts Warranty.
- h) Neither the Equipment Warranty Period, nor the Spare Parts Warranty Period, nor the Software Warranty Period will not be extended beyond the original Equipment Warranty Period and/or Spare Parts Warranty Period and/or Software Warranty Period (as applicable), regardless of whether any warranty services on the Equipment and/or Spare Parts are performed or whether any parts and/or materials are repaired or replaced and/or any warranty services on the Software are performed or if it needs to be replaced.
- i) Any replaced part(s) and/or material(s) may be either new or like-new, provided that it has functionality at least equal to that of the product being replaced.
- j) Notice of any alleged breach of the (a) Equipment Warranty Period and/or Spare Parts Warranty and/or Software Warranty during the Equipment Warranty Period and/or the Spare Parts Warranty Period and/or the Software Warranty Period must be provided, in writing, to AMBRA or one of its Authorized Representative(s) within fifteen (15) calendar days of discovery. In the event there is an "Authorized Representative" of AMBRA who may provide warranty services for the Equipment and/or the Spare Part and/or the Software, AMBRA will provide the Buyer with a written notice which indicates such representative. Notwithstanding the foregoing, neither the Equipment Warranty, nor the Spare Parts Warranty, nor the Software Warranty shall not include AMBRA labor costs for the diagnosis and/or removal and reinstallation of the applicable Equipment and/or the Spare Part and/or Software.
- i) The Buyer will be responsible for paying AMBRA (or its Authorized Representative if AMBRA should direct) for all labor hours and travel time AMBRA expends related to the non-warranty work (including, but not limited to, hours expended for diagnosis) for the Equipment and/or the Spare Part and/or Software (as applicable). The amount invoiced to Buyer by AMBRA (or its Authorized Representative) will be determined based on AMBRA's (or its Authorized Representative's) then existing hourly labor rates. Buyer shall pay any invoice received from AMBRA (or its Authorized Representative) within thirty (30) days of Buyer's receipt of the invoice which shall be deemed to occur 3 days after the invoice is transmitted to the Buyer. All warranty work will be performed during AMBRA's (or its Authorized Representative's (if applicable)) standard business hours.
- ii) In the event AMBRA (or its Authorized Representative) incurs any travel expenses related to the Warranty work, the Buyer shall be responsible for reimbursing AMBRA (or its Authorized Representative) for all expenses incurred. The Buyer shall pay any invoice received from AMBRA (or its Authorized Representative) within thirty (30) days of the Buyer's receipt of the invoice which shall be deemed to occur 3 days after the invoice is transmitted to the Buyer.

3) WARRANTY COVERAGE

- a) Updates and Improvements: AMBRA commits to providing all corrective updates (patches) and minor updates of the Software during the Software Warranty Period. These updates do not cover new features.



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- b) Defect and Bug Fixes: If defects or Bugs are identified in the Software during the Software Warranty Period, AMBRA commits to correcting them within a reasonable time and to the extent that they impair the intended use of the Software.

4) TECHNICAL SUPPORT

- a) Support: AMBRA offers technical support by phone and email. The Buyer must subscribe to the support service and pay the related fees to benefit from the service after the first year following the initial deployment. Support is available according to the level of service chosen and to which the client has subscribed.
- b) Response Time: AMBRA commits to responding to support requests according to the service times inherent to the service chosen by the Buyer and for which they have paid the fees.
- c) Support Levels: Refer to the support level developed at the commercial level.

5) EXCLUSIONS

- a) Where the Equipment and/or the Software is designed by or customized for the Buyer, AMBRA shall have no responsibility, of any kind, for the failure of the Equipment and/or the Software to meet the performance or operational requirements of the Buyer. Additionally, AMBRA shall have no responsibility, of any kind, in the event the Equipment and/or the Spare Part and/or the Software is used or integrated into a project or work for which it was not specifically identified by AMBRA, in writing, as appropriate to use in such project or work, and the applicable Equipment Warranty Period and/or Spare Parts Warranty and/or Software Warranty shall be considered null and void.
- b) The Equipment Warranty Period and/or the Spare Parts Warranty and/or the Software Warranty, as applicable, shall be considered immediately null and void if:
 - i) The Software is not commissioned within 90 days from the date it is made available to the Buyer and/or the Equipment is not commissioned within 90 days from the date of shipment ready notification;
 - ii) The Equipment and/or the Software has been altered and/or modified without AMBRA written consent to extend Equipment Warranty Period and/or Software Warranty to such modified Equipment and/or Software;
 - iii) The Equipment and/or the Spare Part and/or the Software is used for a purpose for which it was not designed by AMBRA;
 - iv) The Software is used in any manner contrary to the Documentation or the end user license agreement and/or the Equipment or Spare Part is used in any manner contrary to the operation manual as published on the AMBRA website;
 - v) The Equipment or Spare Part is used under conditions outside of the published specifications and for which it was not designed;
 - vi) The Equipment and/or the Software commissioning, alteration, repair or service is done by personnel other than properly qualified to do such;
 - vii) The Software is used in a system or environment that does not comply with the Documentation and/or the Equipment is used in an environment that does not comply with the published specifications ;
 - viii) The Equipment and/or the Spare Part and/or the Software has been sold by the Buyer to another entity;
 - ix) The Equipment and/or the Spare Part and/or the Software is not maintained in accordance with the recommended maintenance rules as published in the applicable Documentation;
 - x) The Equipment and/or the Software is not installed as recommended by AMBRA.
 - xi) The Equipment or Spare Part has had a serial number or any part thereof altered, defaced or removed; or
 - xii) The Original Equipment Manufacturer (OEM) parts are not used.
(collectively, the "Exclusions")
- c) In the event AMBRA determines, in its sole discretion, that any claimed breach of the Equipment Warranty and/or the Spare Part Warranty and/or the Software Warranty during the Equipment Warranty Period and/or the Spare Parts Warranty Period and/or the Software Warranty Period is, in fact, not covered by the applicable warranty, including, without limitation, based on any of the above Exclusions or any of the below Excluded Actions, the Buyer shall promptly pay AMBRA its then customary charges for any repair, inspection or replacement made by AMBRA and



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shall reimburse AMBRA for all other costs incurred by it related to such warranty claim, or in the event AMBRA refunded the Buyer the purchase price, the Buyer shall promptly return such refund to AMBRA.

- d) For the avoidance of any doubt, in the event AMBRA make any changes to, updates to, or improvements to any Equipment and/or Spare Part and/or Software after the sale of the Equipment and/or the Spare Part and/or the Software (as applicable) to the Buyer, AMBRA shall have no obligation to make the update or improvement to the Buyer's Equipment and/or Spare Part and/or Software (as applicable).
- e) Neither the Equipment Warranty nor the Spare Parts Warranty apply to:
 - i) Wear Part : "Wear Part" means any of the following: SIM cards, connector bezels, fastening seating, Ground post, O-Rings, flange gaskets, bolts, Screws, nuts, wire fasteners, ...;
 - ii) Parts coming in contact with corrosive chemicals or lightning;
 - iii) Damage from acts of God, vandalism, fire, accidents and/or vehicle collisions;
 - iv) Damage from the negligent operation of the Equipment or Spare Part;
 - v) Damage caused by incorrect integration of the Equipment or Spare Part;
 - vi) Damage caused by unauthorized personnel performing commissioning, running, alteration, and/or maintenance operations;
 - vii) Damage from operating the Equipment in a faulty or alarming condition without written approval from AMBRA;
 - viii) Parts with short shelf life;
 - ix) Damage resulting from Buyer's non-compliance with applicable codes and safety rules.
 - x) Damage resulting from site construction (including, but not limited to, changes made to the Equipment or Spare Part based on the requirements of the Authorities Having Jurisdiction (AHJs));(collectively, the "Excluded Actions").
- f) The Software Warranty does not apply to:
 - i) Damage from the negligent operation of the Software;
 - ii) Damage caused by incorrect integration of the Software;
 - iii) Damage caused by unauthorized personnel performing commissioning, running, alteration, and/or maintenance operations;
 - iv) Damage from operating the Software in a fault or alarm condition without written approval from AMBRA;
 - v) Damage resulting from the Buyer's non-compliance with the Documentation or end user license agreement.(collectively, the "Excluded Actions").



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6) LIMITATION OF LIABILITY

THE WARRANTIES SET FORTH IN THIS DOCUMENT ARE THE BUYER'S SOLE AND EXCLUSIVE WARRANTIES. AMBRA MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL AMBRA, INCLUDING ANY OF ITS DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATES, BE LIABLE TO THE BUYER OR ANY OTHER PERSON OR ENTITY FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, DIRECT, INDIRECT, EXEMPLARY, COMPENSATORY OR LIQUIDATED DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COSTS, LOST REVENUES OR LOST PROFITS, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE, TORT LIABILITY, OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DELIVERY, DESIGN, MANUFACTURE, SALE, TRANSPORTATION, INSTALLATION, USE, FAILURE, REPAIR OR REPLACEMENT OF ANY EQUIPMENT AND/OR SPARE PART AND/OR SOFTWARE SOLD BY AMBRA OR FOR ANY OTHER CAUSE WHATSOEVER. BY ACCEPTING DELIVERY OF THE EQUIPMENT AND/OR SPARE PART AND/OR SOFTWARE SOLD TO THE BUYER, THE BUYER HEREBY (1) ACCEPTS THIS LIMITATION OF REMEDIES AS REASONABLE AND ENFORCEABLE AND (2) EXPRESSLY ACKNOWLEDGES AND AGREES THAT AMBRA'S (INCLUDING ITS DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATES) AGGREGATE LIABILITY, IF ANY, SHALL BE LIMITED TO, AT AMBRA'S OPTION, THE COST OF REPAIR OR REPLACEMENT OF THE APPLICABLE PART(S) AND/OR MATERIAL(S) AND/OR SOFTWARE, OR, IN LIEU OF SUCH REPAIR OR REPLACEMENT, AT AMBRA'S OPTION, A REFUND OF THE NET SALES PRICE OF THE APPLICABLE EQUIPMENT AND/OR SPARE PART AND/OR SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL EQUIPMENT AND/OR SPARE PART AND/OR SOFTWARE AND / OR SERVICES PROVIDED BY AMBRA ARE PROVIDED "AS IS," "WHERE IS" AND "WITH ALL FAULTS." NO OTHER PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY OR TO ASSUME ANY OTHER LIABILITY ON THE BEHALF OF AMBRA.