

# Solution Terms – Connectivity

**Effective: December 16, 2020**

These Solution Terms – Connectivity (the “**Connectivity Terms**”) are incorporated into and form a part of the Sierra Wireless Customer Agreement that governs your use of Sierra Solutions (the “**Agreement**”). Certain terms are defined in section 2. Other terms are defined in the Agreement.

## 1. Connectivity Services

- 1.1. Subscriptions. By assigning a SIM to a rate plan using the Sierra Platform you are starting a Subscription for that SIM and agreeing to pay the applicable Subscription Fees.
- 1.2. Subscription Term. Unless otherwise specified in the Order or at the time of Activation, the Initial Subscription Term is one month, and the Subscription Renewal Term is one month.
- 1.3. Usage. You will be responsible for all data, voice and texts sent to or from your Devices. You are responsible for any overages resulting from fraudulent or unauthorized usage of the Connectivity Services that originates from or is caused by your Devices (or any device connected to your Devices).
- 1.4. No Resale Permitted. You may, subject to the terms of the Agreement, use the Connectivity Services as a component of a value-added IoT Application that you sell to your customers under your own branding and for your own account. You may not resell the Connectivity Services on a stand-alone basis.
- 1.5. SLAs and Support. No service level agreement or service level commitments apply to the Connectivity Services. Any support we provide to you is provided on an “as is” basis.
- 1.6. Fees. You will be responsible for Subscription Fees in accordance with the terms of the Agreement. In addition to the Subscription Fee, Usage Fees and other Fees may also apply to your use of the Connectivity Services, such as activation and de-activation Fees, suspension Fees, overage Fees and roaming Fees. The applicable Fees will be specified at the time you place an Order or will otherwise be presented to you in the Sierra Platform.
- 1.7. Billing Disputes. If you believe the Fees we have charged you for the Connectivity Services are incorrect, you must notify us in writing and give reasons within 90 days of the date the Fees are charged to you. If you do not notify us in this period, you waive any right to later claim that the Fees charged to you were incorrect.
- 1.8. Suspension. Connectivity Service may be temporarily suspended or permanently terminated without notice if the acceptable use policy or the network rules of Sierra Wireless or a Carrier is violated, if a Device is causing disturbance to a Telecommunications Network, or if services are suspended by or at the request of a Carrier. You waive any claims against Sierra Wireless and the applicable Carriers for such suspension or termination.
- 1.9. Termination. You must stop using the Connectivity Services immediately if the applicable Subscription is terminated or if the Agreement is terminated. You acknowledge that once a Subscription has been deactivated that it may not be possible to reactivate.

## 2. SIM Cards

- 2.1. Inspection. You should promptly inspect each SIM card delivery to confirm that the correct quantity of SIM cards has been received and that there is no visible damage. You must notify us in writing of any quantity discrepancies or visible damage within eight business days of delivery, failing which you will be deemed to have received the correct quantity of undamaged SIM cards.
- 2.2. Warranty. SIM cards may fail due to use, environmental effects and aging. The replacement of SIM cards, and all related costs, are your responsibility. However, if a SIM card fails due to a fabrication error within six months of delivery, we will deliver a new SIM card to you free of charge.

### **3. Devices**

- 3.1. Approvals and Compliance. It is your responsibility to ensure that the Devices comply with all applicable legal and regulatory requirements and telecommunications industry standards, and for obtaining any required approvals and certifications for the geographical markets in which they will be used, including but not limited to GCF (Europe), RED (Europe), PTCRB (US) and FCC (US). You are not permitted to connect Devices that are not approved by local authorities and applicable Carriers for connection to the Telecommunications Networks.
- 3.2. Disconnection. You shall immediately disconnect any Devices that create disturbances to any Telecommunications Network.

### **4. Applications**

- 4.1. Applications. The Connectivity Services may be used only for IoT Applications. Any application must be compatible with the efficient operation of the Telecommunications Networks and not interfere with the services of other users of the Telecommunications Networks, result in inefficient or excessive use of the Telecommunications Networks, or be inconsistent with the applicable Carriers' policies and practices.
- 4.2. Prohibited Applications. You may not use or permit anyone else to use the Connectivity Services for or in connection with: (a) remote monitoring to provide life-sustaining medical care for any individual; (b) feature phones, smart phones, tablets, laptops, Wi-Fi hotspots, drones, or inmate locators; (c) mobile personal emergency response services, or any product that provides emergency calling to 911 or equivalent emergency telephone numbers; (d) medical devices (i.e. "Devices" as defined in the U.S. Food, Drug and Cosmetic Act; "Medical Devices" as defined in European Union Medical Devices Directive (Directive 93/42/EEC), the Active Implantable Medical Devices Directive (Directive 90/385/EEC), or the EU In Vitro Diagnostic Medical Devices Directive (Directive 98/79/EC), or any devices regulated by the local equivalents of such legislation in other territories, or by any successor legislation); (e) the monitoring of third parties without their permission; (f) any life or safety critical systems, in hazardous environments, or any other environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation, air traffic control systems, life-saving or life-sustaining systems; or in any other application, where a failure or malfunction of the service may result in personal injury, death or severe damage to property or the environment; or (g) any primarily non-data purpose, including but not limited to services which primarily offer voice communications (i.e.. where voice is sold, or available, as a stand-alone offering).

### **5. Network Requirements and Limitations**

- 5.1. Availability. Connectivity Services are subject to availability. You acknowledge that Connectivity Services may be refused, interrupted, curtailed or limited because of atmospheric, terrain, or other natural or artificial conditions and may be interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of the Telecommunications Networks. Neither we nor the Carriers shall be responsible for such interruptions of the Connectivity Service or the inability to use the Connectivity Services.
- 5.2. Security. You acknowledge that neither we nor the Carriers can guarantee the security of transmissions and will not be liable for any lack of security relating to the use of the Connectivity Services.
- 5.3. Coverage. The Connectivity Services are available only within the geographies served by Sierra Wireless and the applicable Carriers and are subject to the agreements and relationships between Sierra Wireless and the Carriers. Geographies may change from time-to-time for various reasons, including due to changes in technologies, legal and regulatory requirements, and the expiration or termination of agreements with Carriers. You waive all existing and future rights and claims against us and the Carriers related to the unavailability of Connectivity Services in a particular geography.
- 5.4. Use of Carriers. We may utilize the Telecommunications Networks of multiple Carriers to provide the Connectivity Services. The Telecommunications Networks utilized and available for use may change from

time-to-time and vary from region-to-region for various reasons. Carriers may also from time-to-time suspend services. To reduce the risk of disruptions to the Connectivity Services caused by the foregoing events, We recommend that you utilize Devices that support and are configured to access the Telecommunications Networks of multiple Carriers in each relevant geography, and multiple bands/frequencies. You waive all existing and future rights and claims against us and the applicable Carriers related to, or the result of, the unavailability of the Telecommunications Network of a Carrier.

- 5.5. Prohibited Uses. You may not use the Connectivity Services for communication to Telecommunications Networks that are used for any premium and special rate services, toll-free numbers, special caller assistance services or other similar services.

## 6. Smart Connectivity Subscriptions

The following additional terms and conditions apply to all subscriptions for Connectivity Services that are marketed as Smart Connectivity or that otherwise use a Sierra Wireless branded SIM card, or an eUICC SIM card.

- 6.1. Technical Requirements. Connectivity Services are provided to you on the condition that you comply with the following technical requirements for Devices. The requirements are specified to assure best possible functionality for your solution and to minimize the risk of disturbances to the Telecommunications Networks. The requirements are based on, but not restricted to, GSMA "Code of conduct principles for Machine-to-Machine communications" as amended from time to time.

- (a) You shall ensure that the Device does not run any visited network (V-PLMN) steering mechanism nor any IMSI management or steering mechanism, and does not generate any compatibility issue nor interference with the programs installed on SIM cards.
- (b) You shall ensure that the Devices are fully compliant with all relevant global standards of GSM/UMTS communications, e.g. ETSI and 3GPP. The Devices must comply with the relevant standards from ETSI and 3GPP for remote Over-The-Air (OTA) SIM management, Card Application Toolkit (CAT) and Card Application Toolkit Transport Protocol (CAT\_TP) and this functionality must always be enabled and active in every Device.
- (c) You shall ensure that the Device does not include functionality resulting in time synchronized behavior causing mass load of the Telecommunications Networks. Such functionality includes, but is not restricted to, (a) time synchronized GPRS attach or PDP context, (b) time synchronized SMS traffic, (c) time synchronized restarts or termination of the customer terminal, and (d) time synchronized location update (LU) signaling. You shall ensure that such functionality, and all other mass events, will be randomly scheduled or with exponential increase of the timing between events and retry events with a jitter component.
- (d) You shall ensure that the Device is handling potential mobile network error codes in accordance with relevant 3GPP standards.
- (e) You shall not hard code specific networks and/or network codes in the Device or application.
- (f) The specific traffic and signaling behavior of the Device must be discussed and agreed in advance with us.
- (g) You shall ensure appropriate testing (including all future releases) of the Devices to comply with the requirements stated above as well as correct communication (voice, SMS, GPRS, CSD and USSD as applicable) functionality between the remote Device and your systems.

- 6.2. Non-Compliance. We may change the Fees with immediate effect or suspend whole or parts of the Connectivity Services if: (a) we reasonably believe you have failed to comply with the requirements specified in Section 6.1 above, (b) the Devices and technical setup are not fully compliant with the 3GPP standards and GSMA rules and practices, (c) the Devices and technical setup (modem mode of operation) are not allowing proper operation of the "smart steering" feature of the SIM and on-SIM applet requiring SIM

toolkit interactions, or (d) you, your Devices or your use of the Connectivity Services violates applicable laws or regulations, or is non-compliant with a Carrier's rules and practices.

- 6.3. Exceptions Applicable to Certain SIMs. For SIM cards classified and bought as "Essential" subscriptions, the programs on these SIM cards are inactive and thus the prohibition of steering noted in Section 6.1(a) and the required compliance with OTA, CAT and CAT\_TP in Section 6.1(b) do not apply. Notwithstanding the foregoing, if your future solution would require activation and use of these programs, your Devices must comply with the foregoing requirements.
- 6.4. SIM software. The SIM software is the Confidential Information of Sierra Wireless. Customer shall not modify, decompile, reverse engineer, translate or create derivative works of the SIM software or use the SIM software except in connection with the use of the associated Connectivity Services. We may from time-to-time remotely install updates to the SIM software to address technical issues or improve security. Such updates may result in a temporary suspension of the Connectivity Services. If you are incorporating the Connectivity Services into an IoT Application that you are providing to your customers, you represent that you have obtained all required consents for such updates.

## 7. Enhanced Carrier Connectivity Subscriptions

The following additional terms and conditions apply to all subscriptions for Connectivity Services that are marketed as Enhanced Carrier Connectivity, or that otherwise use a SIM card provided by a Carrier.

- 7.1. AT&T Services. The following additional terms and conditions apply to all Connectivity Services that incorporate services provided by AT&T Mobility II, LLC or its affiliates ("**AT&T Services**"): (a) You must comply with the provisions of the AT&T Internet of Things Wireless Communications Service Guide, found at [http://serviceguidenew.att.com/sg\\_flashPlayerPage/M2M](http://serviceguidenew.att.com/sg_flashPlayerPage/M2M), and (b) you shall not (i) resell the AT&T Services, either alone or as part of your product or solution, to a customer outside the United States, or (ii) permit your customers to resell the A&T Services, either alone or as part of their solution, to customers outside the United States.
- 7.2. Mandatory Flow-Through Clauses. If you are incorporating the Connectivity Services into an IoT Application that you are providing to your customers, then you must make disclosures in substantially the form set forth in Section 8.1 to 8.3 to each of your customers.

## 8. Mandatory Carrier Terms.

- 8.1. Carrier Terms. YOU EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT (A) YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH ANY CARRIER; (B) YOU ARE NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND ANY CARRIER; (C) NO CARRIER SHALL HAVE ANY LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR; (D) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED; (E) 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED; AND (F) CARRIERS CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CONNECTIVITY SERVICES.
- 8.2. Availability. YOU ACKNOWLEDGE THAT CONNECTIVITY SERVICES ARE MADE AVAILABLE ONLY WITHIN THE OPERATING RANGE OF THE TELECOMMUNICATIONS NETWORKS. SERVICE MAY BE TEMPORARILY REFUSED, INTERRUPTED, OR LIMITED BECAUSE OF: (A) FACILITIES LIMITATIONS; (B) TRANSMISSION LIMITATIONS CAUSED BY ATMOSPHERIC, TERRAIN, OTHER NATURAL OR ARTIFICIAL CONDITIONS ADVERSELY AFFECTING TRANSMISSION, WEAK BATTERIES, SYSTEM OVERCAPACITY, MOVEMENT OUTSIDE A SERVICE AREA OR GAPS IN COVERAGE IN A SERVICE AREA AND OTHER CAUSES REASONABLY OUTSIDE OF THE CONTROL OF THE APPLICABLE CARRIERS SUCH AS, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; OR (C) EQUIPMENT

MODIFICATIONS, UPGRADES, RELOCATIONS, REPAIRS, AND OTHER SIMILAR ACTIVITIES NECESSARY FOR THE PROPER OR IMPROVED OPERATION OF SERVICE.

- 8.3. As-Is. CARRIERS MAKE THEIR NETWORKS AVAILABLE AS-IS AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE AVAILABILITY OR QUALITY OF ROAMING SERVICE PROVIDED BY THEIR CARRIER PARTNERS, AND WILL NOT BE LIABLE IN ANY CAPACITY FOR ANY ERRORS, OUTAGES, OR FAILURES OF CARRIER PARTNER NETWORKS.
- 8.4. Prohibited Conduct. You may not, and may not permit anyone else to (a) directly or indirectly identify a Carrier by name in any marketing materials or other communications, unless required to do so by applicable law; (b) use any Carrier's trade names, logos, trademarks, service marks or other indicia of origin ("Third Party Marks") without the prior specific written consent of the Carrier (for clarity, a Carrier's consent to allow Sierra Wireless to use Third Party Marks may not be considered consent for you to use such Third-Party Marks unless you are specifically authorized in writing by the Carrier); (c) make any comparative marketing claims regarding products or services sold by the Carrier, nor target any sales or marketing efforts towards any customer they know is a customer of a Carrier; (d) represent yourself as the federal or state certified licensee for operation of any wireless communications service; (e) represent yourself as being an agent, partner, franchisee or joint venturer of a Carrier; (f) attempt or assist another to access, alter or interfere with the communications and/or information of other subscribers; (g) rearrange, tamper or make an unauthorized connection with any Telecommunications Network; (h) use or assist others in the use of any unethical or fraudulent scheme, or by or through any other unethical or fraudulent means or devices whatsoever, with intent to avoid payment of, in whole or in part, any charges for service; (i) use any Connectivity Services in such a manner so as to interfere unreasonably with the use of the services by one or more subscribers; (j) use the Connectivity Services to convey information deemed to be obscene, salacious or prurient, or to convey information of a nature or in such a manner that renders such conveyance unlawful; or (k) use the Connectivity Services without permission on a stolen or lost device.

## 9. Definitions

**"Connectivity Services"** means (a) our provision of cellular, satellite or other wireless connectivity Services to you, and (b) any other Services we provide to you to support your use of such Services.

**"Device"** means the device that utilizes the Connectivity Services and in which the SIM resides, whether the device is provided by Sierra Wireless or a third party.

**"IoT Application"** means an Internet of Things (IoT) or machine-to-machine (M2M) application whereby a Device communicates data to or from a server or another device on a regular or event-driven basis without any requirement for human intervention. For clarity, IoT Applications exclude applications such as cellular phones, tablets and laptops.

**"SIM"** means a subscriber identity module, whether it is removable from, or embedded in, the Device.

**"Telecommunications Networks"** means the telecommunications networks that are used for the delivery of the Connectivity Services, whether operated by Sierra Wireless or by Carriers.

Certain other terms used in these Connectivity Terms are defined elsewhere in the Agreement.