

Solution Terms – Octave™

Effective: October 16, 2019

These Solution Terms – Octave (the “**Octave 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 3. Other terms are defined in the Agreement.

1. Octave Services

- 1.1. Octave Platform. We will make the Octave Platform available to you and your Authorized Users, subject to the terms of the Agreement. You and your Authorized Users may access and use the Octave Platform solely for the purpose of (a) developing and testing Your Solution, and (b) providing Your Solution to your End-Users. For clarity, you may utilize the Octave Platform as back-end technology to enable the Your Solution, but you may not resell the Octave Platform to End-Users or allow End-Users to obtain direct access to the Octave Platform. We may impose reasonable limits on the use of the Octave Platform, including the number of API calls made to the Octave Platform.
- 1.2. Approved Edge Devices. You and your End-Users may use the Octave Platform solely with Approved Edge Devices. You may order Approved Edge Devices directly from us or from one of our authorized distributors or resellers. Approved Edge Devices may be resold to End-Users solely as a component of Your Solution, and not on a standalone basis. The provisions in the Agreement applicable to Hardware will govern your purchase and use of the hardware elements of the Approved Edge Devices.
- 1.3. License – Octave Edge Software. Subject to the terms of this Agreement, we grant you a limited, non-exclusive, non-transferrable license during the term of the Agreement to install and run the Octave Edge Software on Approved Edge Devices, in each case solely for the purposes of utilizing the Octave Platform in accordance with the this Agreement. You may sublicense these rights to your End-Users for the sole purpose of permitting your End-Users to use Your Solution.
- 1.4. SLAs. No service level agreement or service level commitments apply to the Octave Services.

2. Fees

- 2.1. Usage Fees. Fees applicable to the Octave Services include the following Usage Fees:
 - (a) *Per-Device Platform Fees*. These Fees are calculated based on the aggregate number of distinct Approved Edge Devices that were active during a billing period (i.e. initiated or received any communication);
 - (b) *Message-Based Fees*. These Fees are calculated based on the number of Messages that are sent and received during a billing period; and
 - (c) *Data Usage Fees*. These Fees are calculated based on the amount of data sent and received by Approved Edge Devices during a billing period, other than Messages (for example, data used for over-the-air software updates).

The initial Usage Fees will be specified when you first accept these Octave Terms but may change at any time on 30 days' notice.

Usage Fees will be charged in accordance with the terms of the Agreement.

- 2.2. Other Fees. Additional Fees may also apply to your use of the Octave Services if you submit Orders for additional Sierra Solutions. These Fees will be specified in the applicable Order.

3. Definitions

“Approved Edge Device” means the combination of (a) Hardware, (b) Octave Edge Software, and (c) a SIM, in each case that we have approved for use with the Octave Platform. A list of Approved Edge Devices is available on request.

“End-Users” means third parties who purchase and use Your Solutions.

“Message” means a message payload that is transmitted from an Approved Edge Device to the Octave cloud software, or vice-versa. The number of datapoints that may be included in a single Message is specified in the Octave Platform.

“Octave Edge Software” means the Software application suite (in object code) that runs on an Approved Edge Device and enables the Octave Platform functionality, including any updates and upgrades that we make available from time-to-time.

“Octave Platform” means the distributed data orchestration platform we provide under the Octave™ trademark or any successor branding. The Octave Platform generally comprises (a) the Octave cloud software, (b) the Octave Edge Software, and (c) connectivity and network services to transmit data between the Octave cloud software and Approved Edge Devices.

“Octave Services” means (a) our provision of the Octave Platform to you, and (b) any other Services we provide to you to support your use of the Octave Platform.

“Your Solution” means your integrated solution which combines Approved Edge Devices and Octave Services with your own hardware, software and services, and which you either use for your own internal business purposes or market and sell to End-Users.