



## Standard Terms & Conditions AirLink® Professional Services Work Orders

**1. Work Order.** These Standard Terms & Conditions for AirLink® Professional Services Work Orders (the "**Standard Terms**") are incorporated into, and form a part of, the Work Order provided by Sierra Wireless and executed by End Customer. All references in these Standard Terms to the Work Order will be deemed to include the Work Order and all documents expressly incorporated therein, including these Standard Terms. Capitalized terms used in these Standard Terms but not defined herein are used as defined in the Work Order.

**2. Services.** The Services to be provided by Sierra Wireless are as set forth in the Work Order, and as further described in the Description of Services. Sierra Wireless will perform the Services in a professional manner using qualified personnel. Sierra Wireless will use commercially reasonable efforts to perform the Services in accordance with the schedule set forth in the Work Order (or if no schedule is set forth therein, in accordance with the schedule mutually agreed), subject to End Customer's compliance with Section 2 below. Sierra Wireless' obligation to perform the Services is contingent on receiving a purchase order from the applicable reseller or distributor (in the case of an Indirect Sale) or from End Customer (in the case of a Direct Sale).

**3. End Customer Responsibilities.** End Customer will cooperate reasonably with Sierra Wireless, including by (a) providing such information and documentation as Sierra Wireless may reasonably request, (b) promptly responding to any questions from Sierra Wireless, and (c) ensuring that the site is accessible to Sierra Wireless personnel and that all necessary permits and consents have been obtained.

**4. Deliverables and Intellectual Property.** The deliverables (if any) that will be provided by Sierra Wireless are specified in the Description of Services. If Sierra Wireless provides any deliverables to End Customer (e.g. network topology diagrams, training materials, user manuals etc.) then End Customer may use the deliverables solely for its own internal business purposes in connection with its use of Sierra Wireless hardware and/or software. Except for this limited right to use the deliverables, End Customer acquires no right, title or interest in or to any intellectual property rights of Sierra Wireless.

**5. Hardware and Software Not Included.** The Work Order relates solely to the provision of the professional services listed in the Work Order. The Services do not include (a) the sale of any Sierra Wireless hardware, (b) the grant of any license or rights to any Sierra Wireless software, or (c) the development of any software.

**6. Fees and Payments.** (a) Fees. The fees applicable to the Services are set forth in the applicable quotation from Sierra Wireless (in the case of a Direct Sale) or the applicable reseller or distributor (in the case of an Indirect Sale) (the "**Fees**"). Unless otherwise specified, the Fees exclude all applicable taxes. (b) Direct Sales. In the case of a Direct Sale, Sierra Wireless may invoice the End Customer for 50% of the Fees upon execution of the Work Order, and the remaining 50% upon substantial completion of the Services. Undisputed Fees are payable within

30 days of invoice. If End Customer fails to pay any amount not in dispute when due, Sierra Wireless may charge interest on the overdue amount at the rate of one percent (1.0%) per month compounded monthly (12.68% per year), or if less, the maximum rate allowed by law. If End Customer wishes to dispute payment of any invoice, End Customer must provide notice to Sierra Wireless in writing of the reasons for the dispute within 30 days of invoice, and must pay the undisputed portion of the invoice (if any).

(c) Indirect Sales. In the case of an Indirect Sale, the Fees will be invoiced by, and be payable to, the applicable reseller or distributor, and be payable in accordance with the terms of End Customer's agreement with the reseller or distributor. (d) Late Payment. Sierra Wireless may suspend or delay performance of any Service if End Customer fails to pay any amount when due, or if the applicable reseller or distributor notifies Sierra Wireless that End Customer is late in making any payments.

**7. Additional Services.** A separate work order (or an amendment to the Work Order) will be required if End Customer wishes to receive any additional services. However, if a separate work order (or amendment to the Work Order) is not entered into, then the terms of the Work Order will apply to the additional services.

**8. Services Not Feasible.** Sierra Wireless may terminate the Work Order if it determines that it is not commercially feasible to perform any or all of the Services. In the case of a Direct Sale, Sierra Wireless will refund to End Customer any Fees that have already been paid, less a reasonable retention to cover the cost of any Services provided prior to termination. In the case of an Indirect Sale, Sierra Wireless will provide such refund to the reseller or distributor, and End Customer will be responsible for seeking a credit or refund from the reseller or distributor.

**9. Confidential Information.** Any information that is marked as confidential, or that would reasonable be understood to be confidential ("**Confidential Information**") and is provided by one party (the "**Discloser**") to the other party (the "**Recipient**") may be used solely for the purposes of the Work Order. Except as required by law or court order, Confidential Information may not be disclosed to any third party other than to the Recipient's employees and representatives who are bound by similar obligations to maintain the confidentiality thereof. Confidential Information excludes any information that Recipient can demonstrate (a) is or becomes generally available to the public or is in the public domain other than as a result of a breach of this Section 9, (b) was known by Recipient prior to its disclosure by Discloser, (c) became available to Recipient on a non-confidential basis from a source other than Discloser, provided such source is not knowingly bound by a confidentiality agreement with Discloser, or (d) is developed independently by Recipient without use of or reference to Discloser's Confidential Information. This Section 9 will survive until completion of the Services and for three years thereafter. If Sierra Wireless and End Customer are already parties to a mutual non-disclosure agreement that is still in effect, the terms of such existing agreement will govern the use and disclosure of any Confidential Information pursuant to the Work



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Order or the performance of the Services, and will supersede this Section 9.

**10. Limitation of Liability.** IN NO EVENT SHALL SIERRA WIRELESS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE WORK ORDER OR THE PERFORMANCE (OR NON-PERFORMANCE) OF THE SERVICES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SIERRA WIRELESS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SIERRA WIRELESS' TOTAL LIABILITY IN CONTRACT, TORT, MISREPRESENTATION OR OTHERWISE ARISING IN CONNECTION WITH THE WORK ORDER OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES SHALL BE LIMITED TO THE TOTAL FEES ACTUALLY PAID BY END CUSTOMER FOR THE SERVICES COVERED BY THE WORK ORDER. This Section 10 will survive any expiration or termination of the Work Order.

**11. Miscellaneous.** (a) Entire Agreement. The Work Order constitutes the entire agreement between Sierra Wireless and End Customer with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between Sierra Wireless and End Customer. There are no representations, warranties, terms or conditions, express, implied or statutory, between Sierra Wireless and End Customer other than as expressly set out in the Work Order. Sierra Wireless objects to and rejects any additional or different terms proposed by End Customer, including those contained in End Customer's purchase order. (b) Relationship with Resellers. In the case of an Indirect Sale, End Customer's purchase of the Services from the applicable reseller or distributor may be subject to different or additional terms, and End Customer acknowledges that the reseller or distributor is acting as an independent third party, and has no authorization to act as an agent of Sierra Wireless, enter into contracts on behalf of Sierra Wireless, or otherwise bind Sierra Wireless. (c) Governing Law and Dispute Resolution. All claims or disputes arising hereunder or in connection with the Services shall (a) if the Services are primarily being performed in the United States, be governed by the laws of the State of New York, and the parties submit to the non-exclusive jurisdiction of the federal and state courts in New York City, and (b) if the Services are primarily being performed outside the United States, be governed by the laws of the Province of British Columbia, Canada, and the parties submit to the non-exclusive jurisdiction of the courts sitting in Vancouver, British Columbia. THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY. (d) Severability. Any provision of the Work Order that is illegal or unenforceable will be severed from the Work Order and the remaining provisions will continue in full force and effect.

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