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AirLink® Management Service End User License Agreement

THIS AIRLINK MANAGEMENT SERVICE END USER LICENSE AGREEMENT (the “**Agreement**”) GOVERNS YOUR USE OF OUR AIRLINK MANAGEMENT SERVICE.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, OR BY ACCESSING AIRLINK MANAGEMENT SERVICE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE AIRLINK MANAGEMENT SERVICE.

This AirLink Management Service End User License Agreement shall enter into force and effect upon our acknowledgment of your registration.

The words “we”, “our”, “us”, and “Sierra Wireless” designate Sierra Wireless, Inc. or any of its Affiliates.

The words “you”, and “your” designate the entity that has registered for the AirLink Management Services.

You and Sierra Wireless shall each be referred to as “Party” and jointly “Parties”.

1 Glossary

“**Access Code(s)**” means the identification material, and in particular logins, passwords and authorization codes relating either to the Administrator Account or to the User Account. The Administrator Account Access Codes are provided by us to you, enabling access to a private Administrator Account dedicated to you. The Access Codes are created either by us or by you to enable the creation by you of the User Accounts. Each Access Code is linked to one unique User Account. Such Access Code is strictly personal to the User Account, and shall be considered as Confidential Information under this Agreement.

“**Administrator Account**” means the first User Account we create for you upon acceptance of this Agreement. Such Administrator Account allows you to create and manage User Accounts.

“**Affiliates**” means any corporation or other entity which, directly or indirectly, through stock ownership or through any other arrangement, controls, is controlled by or is under common control with a Party. The term “control” shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of such entity, whether by reason of ownership of voting stock or other equity interests, by contract or otherwise.

“**AirLink Management Service**” means the services we offer under the name “AirLink Management Service” or successor branding, that you order using an order form, and that we make available online via password-protected end user login, including associated offline components, as described in the user documentation. If you have activated ARA, then AirLink Management Service also includes ARA and the AirVantage Telemetry Application.

“**ARA**” or “**Advanced Reporting and Analytics**” means the AirLink Management Service functionality that enables the collection and analysis of Telemetry Data from Systems.

“**AVTA**” or “**AirVantage Telemetry Application**” means the software application which must be installed on Systems in order to enable ARA functionality.

“**Confidential Information**” means, without limitation, any and all information, data, ideas, discoveries, inventions, specifications, formulae, programs, plans, drawings models, requirements, standards, presentations, analysis, compilations of a technical, economic, financial or business nature disclosed in written, tangible, oral, visual, magnetic, electronic, or any intangible form. Confidential Information may not be marked or identified as such and shall still be considered Confidential Information so long as it is treated as confidential at the time of disclosure, or at the time of disclosure is designated as confidential (or like designation), or is disclosed in circumstances of confidence, or would be understood by the Parties exercising reasonable business judgment to be confidential, including information viewed or learned by a Party during a visit to the other Party's facilities. The terms and conditions of this Agreement, the Access Codes, the AirLink Management Service and the related data (excluding Your Data) and documentation are our Confidential Information. Your Data is your Confidential Information.

“**Device Management Data**” means the data collected from the System that describes the properties of the System, its configuration and its communication status. Device Management Data includes, but is not limited to, the device type, serial number, IMEI number, firmware version and IP address. Device Management Data does not include Telemetry Data.

“**Force Majeure**” means any act of God, fire, natural disaster, earthquake, accident, act of government, or any act that is beyond the reasonable control of the Party affected by such circumstances.

“**System**” means a single Sierra Wireless branded gateway or router that has been recognized as compatible with the AirLink Management Service, together with its associated SIM card and connectivity.

“**Telemetry Data**” means any data collected from a System or from devices or vehicles connected to a System that is not Device Management Data.

“**Third Party Technology**” means software or hardware of a third party which may be provided under this Agreement, and may be subject to and governed by, in addition to the terms of this Agreement, any license agreement of such third party. Such Third Party Technology will remain in all circumstances the property of the applicable third party, and there will be no deemed or implied transfer of ownership of such Third Party Technology.

“**User Account**” means the account of the user(s) of the AirLink Management Service created either by us or by you using the AirLink Management Service. Each User Account is linked to an Access Code. For the avoidance of doubt, the Administrator Account is a User Account created by us and reserved for the use of the AirLink Management Service exclusively by you.

“**Your Data**” means (a) Device Management Data, (b) Telemetry Data, and (c) User Account information submitted to AirLink Management Service by you or your users.

Other capitalized expressions used in this Agreement shall have the meanings respectively assigned to them elsewhere in this Agreement. Words indicating the singular only also include the plural and vice-versa, where the context so requires.

2 Use of the AirLink Management Service

- 2.1 **Your Responsibilities.** You shall: (i) be responsible for users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which you acquired Your Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the AirLink Management Service, and notify us promptly of any such unauthorized access or use; and (iv) use the AirLink Management Service only in accordance with the user documentation and applicable laws and government regulations. You shall not: (a) make the AirLink Management Service available to anyone other than authorized users; (b) sell, resell, rent, or lease the AirLink Management Service (c) use the AirLink Management Service to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the AirLink Management Service to collect or store any information that is regulated by the privacy laws of the jurisdiction in which you or any of your Systems are located, or in violation of any third-party privacy rights; (e) use the AirLink Management Service to store or transmit malicious code; (f) interfere with or disrupt the integrity or performance of the AirLink Management Service or third-party data contained therein; (g) attempt to gain unauthorized access to the AirLink Management Service or their related systems or networks; or (h) reverse engineer the AirLink Management Service, or access or use the AirLink Management Service for the purpose of developing a similar or competing product or service. If the AirLink Management Service is configured by you or on your behalf to use cookies to track users' online activities, you shall be responsible for providing notice and or obtaining consent, as required by law, for such use of cookies.
- 2.2 **Breach of Conditions.** We are entitled to prevent you and your users from using the Access Codes, and the corresponding User Accounts at any time and without prejudice, where any breach of the conditions of use set out in Section 2.1 occurs, or in the event that any breach of the security and confidentiality has occurred in connection with the AirLink Management Service.
- 2.3 **Unauthorized Use.** You shall promptly notify us of any unauthorized use of the AirLink Management Service of which you become aware and shall immediately change the Access Codes you have generated or request that we change any Access Codes we generated or any other authentication material which you believe may have been compromised. In any event, you shall make all reasonable efforts to mitigate any loss or damages caused by such unauthorized use of the AirLink Management Service.
- 2.4 **Advanced Reporting and Analytics.** ARA is optional functionality that is not included in the base AirLink Management Service. If you choose to activate ARA, you must do so for all Systems that are managed using the AirLink Management Service. If you activate ARA, you will need to install the AirVantage Telemetry Application on each System. You may deactivate ARA at any time by providing written notice to us, but if you do so, we may suspend your access to the ARA functionality, including your access to any Telemetry Data and associated reports. You acknowledge that activating ARA may incur additional data charges with your mobile carrier, and that you will be solely responsible for those charges.

3 Your Data; Third Party Services

- 3.1 **Our Protection of Your Data.** We shall not access or use Your Data except (a) to provide the AirLink Management Service, (b) to prevent or address service, technical or security issues, (c) in connection with end user support matters, and (d) for our own internal benchmarking and analytics purposes. We will treat Your Data as your Confidential Information in accordance with Section 8.
- 3.2 **Collection of Device Management Data.** In the default configuration, Systems will periodically send a limited amount of Device Management Data to the AirLink Management Service. The Device Management Data will be used in accordance with Section 3.1 above. You may change or disable

this functionality at any time. **Our Access.** You hereby grant to us and our authorized resellers the right to access the Administrator Account, User Accounts, Your Data and any other data and information stored in the AirLink Management Service at any time solely for the purposes of providing the AirLink Management Service under, and ensuring compliance with, this Agreement.

- 3.3 **Data Availability.** We generally retain a copy of Your Data for at least three months after it is collected (or 12 months, if you have activated ARA). However, we have no obligation to maintain backups of Your Data or to retain Your Data for any particular period.
- 3.4 **Third Party Services.** Some areas of the AirLink Management Service implement Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)).

4 Fees and Payment for Purchased AirLink Management Service

- 4.1 **Purchase of Service Credits.** AirLink Management Service is sold as a pre-paid service. Use of AirLink Management Service requires you to purchase service credits ("**Service Credits**") from us or from one of our authorized resellers. Service Credits may also be provided to you at no additional charge as part of a free or paid System support package.
- 4.2 **Consumption of Service Credits.** Service Credits are consumed monthly. One Service Credit will be removed from your balance each month for each System that is in ready state (not communicating yet, but server is listening) or deployed state (communicating) in AirLink Management Service at any time in the calendar month. If you have activated ARA, then an additional two Service Credits will be removed each month for each System. For the avoidance of doubt, Service Credits are required for each and every System.
- 4.3 **Zero Balance.** If your Service Credit balance drops to zero, we may, without limiting our other rights, suspend providing the AirLink Management Service to you and your users.
- 4.4 **Service Credit Terms.** Service Credits have no cash value, are non-transferrable, and once purchased may not be returned for refund or credit. We may increase or decrease the pricing of Service Credits at any time without prior notice.
- 4.5 **Service Credit Expiry.** If all of your User Accounts have been inactive for a period of twelve (12) months, all Service Credits will expire without refund or credit. A User Account will be considered to be "inactive" in a particular period if the applicable user has not logged into the User Account during that period.
- 4.6 **Cellular Network Fees.** You will be responsible for any amounts charged to you by cellular service providers, including any amounts relating to the transmission and reception of Device Management Data.

5 Disclaimer of Warranties

- 5.1 WE DO NOT REPRESENT OR WARRANT THAT THE AIRLINK MANAGEMENT SERVICES OR ANY MATERIAL PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, AND IN PARTICULAR WE DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS LINKED TO THE INTERRUPTION OR UNAVAILABILITY OF THE AIRLINK MANAGEMENT SERVICE, FAILURE OF ANY THIRD PARTY NETWORK, LOSS OF DATA OR FORCE MAJEURE.

- 5.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT WE MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND REGARDING THE AIRLINK MANAGEMENT SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE THIRD PARTIES OWNING ANY THIRD PARTY TECHNOLOGY INCORPORATED IN THE AIRLINK MANAGEMENT SERVICES DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT OF THE USE OF SUCH THIRD PARTY TECHNOLOGY IN CONNECTION WITH THE AIRLINK MANAGEMENT SERVICES.
- 5.3 THE DISCLAIMERS SET OUT IN THIS SECTION 5 CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

6 Intellectual Property

6.1 **Ownership**

- 6.1.1 Ownership of the AirLink Management Service and Specifications. You acknowledge that we and our licensors are the sole and exclusive owners of the AirLink Management Service and any related documentation and specifications, including all intellectual property rights therein. Except as otherwise expressly specified in this Agreement, no right, title or interest in any patents, copyright, trademarks, trade names or trade secrets, or in any pattern or design of the AirLink Management Services or any related documentation and specifications, shall pass to you under this Agreement.
- 6.1.2 Pre-Existing Rights of Third Parties. For the avoidance of doubt, in no event will any intellectual property rights in Third Party Technology be transferred or licensed to either Party under this Agreement unless otherwise expressly agreed in this Agreement. Such Third Party Technology will remain in any case the sole property of the third party owning it.
- 6.1.3 Feedback. You are not required to provide any feedback or suggestions to us relating to AirLink Management Service. However, if you or any of your users choose to do so, you acknowledge that we will be the sole and exclusive owner of any feedback and suggestions you provide, including any intellectual property rights therein, and that we will be free to use such feedback and suggestions without any obligations to you or your users.

6.2 **Licenses**

- 6.2.1 Limited License to the AirLink Management Service. Subject to your full compliance with the terms and conditions of this Agreement, we hereby grant you (a) a nonexclusive, non-assignable and non-transferable right to access the AirLink Management Service, and (b) if you have activated ARA, a non-exclusive, non-assignable and non-transferable right to install the AirVantage Telemetry Application on your Systems and to use the AirVantage Telemetry Application, solely for the purpose of using ARA.
- 6.2.2 AirLink Management Service Use Restrictions. The limited rights granted to you above are subject to the following restrictions and requirements (in addition to any other restrictions and requirements described elsewhere in this Agreement, including those in Section 2.1). You shall, and shall cause your users:
- (a) to only use the AirLink Management Service for your internal business purposes to manage Systems that you own, as authorized in this Agreement;

- (b) to only use the AirLink Management Service to store Device Management Data (and if ARA has been activated, Telemetry Data) and not to store, transmit or manage any other information collected from a System, or from a device connected to a System;
- (c) not to use the AirLink Management Service to collect any Telemetry Data (using the AirVantage Telemetry Application or otherwise) unless you have activated ARA;
- (d) not to remove or cover any copyright or proprietary right notices placed on the AirLink Management Service;
- (e) to maintain in strict confidence the AirLink Management Service and any other information we provide to you or your users;
- (f) not to use AirLink Management Service for any fraudulent or unlawful purpose, nor authorize any third party to do so, and make reasonable efforts to prevent any third party from doing so; and
- (g) not to make an excessive number of API calls to the AirLink Management Service, as determined by us in our discretion (it being understood that we will notify you if the number of API calls is excessive).

7 Liability – Limitations and Exclusions

- 7.1 EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES INCURRED BY THE OTHER PARTY IN RESPECT OF ANY AND ALL CLAIMS AND LIABILITIES HOWSOEVER ARISING OUT OR IN CONNECTION WITH THIS AGREEMENT AND NOT SPECIFICALLY EXCLUDED IN ACCORDANCE WITH SECTION 7.3, SHALL BE LIMITED TO A TOTAL AMOUNT THAT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR SERVICE CREDITS IN THE TWELVE MONTHS IMMEDIATELY PRECEEDING THE NOTIFICATION OF THE CLAIM.
- 7.2 SUBJECT TO SECTION 7.3, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.3 NOTHING SHALL LIMIT EITHER PARTY'S LIABILITY FOR ITS WILFUL MISCONDUCT OR FOR WILFUL BREACH OF ITS CONFIDENTIALITY OBLIGATIONS OR FOR THE INFRINGEMENT OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY.
- 7.4 YOU ACKNOWLEDGE THAT YOU WILL BE FULLY AND SOLELY RESPONSIBLE FOR THE CONTENT CIRCULATING ON THE SERVER USING THE AIRLINK MANAGEMENT SERVICE INCLUDING ANY INFORMATION OR DATA OWNED BY YOU OR YOUR USERS AND USED WITH THE AIRLINK MANAGEMENT SERVICE AND THE SYSTEMS. YOU ASSUME ANY AND ALL RISKS LINKED TO THE USE OF ANY CONTENT WITH THE SYSTEMS OR MORE GENERALLY THE AIRLINK MANAGEMENT SERVICE BY YOU OR YOUR USERS.
- 7.5 THE PARTIES AGREE THAT THE AMOUNTS DUE UNDER THIS AGREEMENT ARE SUBJECT TO THESE LIMITATIONS AND THAT THIS SECTION 7 FORMS AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

- 7.6 WE SHALL NOT BE LIABLE FOR ANY INTERRUPTION OF SERVICE, AND/OR THE SERVER AND/OR THE AIRLINK MANAGEMENT SERVICE; WE SHALL IN NO EVENT BE LIABLE FOR INTERRUPTION OF OR FAILURE OF ANY THIRD PARTY NETWORK. FOR THE PURPOSE OF THIS SECTION, THIRD PARTY NETWORK SHALL MEAN ANY NETWORK WHICH IS NOT UNDER OUR CONTROL FOR THE PROVISION OF THE AIRLINK MANAGEMENT SERVICE.
- 7.7 **Responsibility for Use.** You acknowledge that you are fully and solely responsible for the use you and your users make of the AirLink Management Service, and are fully responsible for ensuring that your users comply with this Agreement. We disclaim any responsibility resulting from your or your users' misuse or fraudulent use of the AirLink Management Service, the User Account(s), the Access Codes and any other material provided in connection with the AirLink Management Service, or made available to you, your users or to any other person to whom such Confidential Information has been made accessible or for malfunction of any System and/or any related damages resulting from the content transferred to or from any System. You acknowledge that you will be liable in case of prejudice caused to us or to any third party resulting from your or your users' negligence in protecting Access Codes and use of the AirLink Management Service, the User Account(s) and Administrator Account.
- 7.8 **Indemnity.** Subject to this Section 7, you shall indemnify us, our licensors and Affiliates against and hold us, our licensors and Affiliates harmless from any damages arising from or related to any violation or breach by you or your users of the provisions of the Agreement, and you shall reimburse all reasonable costs and expenses that we and our Affiliates incur in defending any third party claim, demand, suit or proceeding arising from or in connection with such violation or breach.

8 Non-Disclosure

- 8.1 **Restrictions on Use.** All Confidential Information, furnished by one Party (the "**Disclosing Party**") shall not be used by the other Party (the "**Receiving Party**") for any purpose, except to perform its obligations and exercise its rights under this Agreement and such information will be kept confidential by the Receiving Party. Furthermore, under no circumstances may the Receiving Party use the Confidential Information of the Disclosing Party in such a way to compete, directly or indirectly, with the Disclosing Party.
- 8.2 **Restrictions on Copying.** The Receiving Party undertakes not to copy or reproduce the Confidential Information disclosed to it without the prior written consent of the Disclosing Party, save where necessary for the performances of its obligations or exercise of its rights under this Agreement or in order to exploit any output arising from the AirLink Management Service.
- 8.3 **Restrictions on Disclosure.** The Receiving Party agrees to treat confidentially such Confidential Information of the Disclosing Party and not to disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, we may disclose your User Account information and Device Management Data to our third party service providers and to your wireless carriers for the purposes set forth in Section 3.1 above, provided that the recipient is bound by obligations of confidentiality with respect to such information that are similar to the obligations set forth in this Section 8.
- 8.4 **Additional Restrictions.** All Confidential Information exchanged between the Parties pursuant to this Agreement (i) shall be used exclusively for the purpose of this Agreement and (ii) shall not be distributed, disclosed, or disseminated in any way or form by the Receiving Party to anyone except its own employees, who have a reasonable need to know said Confidential Information and who are bound to confidentiality by their employment agreements or otherwise (iii) shall be treated by the Receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the Receiving Party's own information of like importance which is to be kept confidential

but in all events shall use at least a reasonable degree of care; (iv) shall remain the property of the Disclosing Party.

- 8.5 **Compelled Disclosure.** A Receiving Party may disclose Confidential Information to the extent it is required by law, regulation, court order or any governmental or regulatory body or authority to so disclose, but then only to the extent so ordered or required and exercising all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information. In such circumstances, the Receiving Party will use its best efforts to advise the Disclosing Party at the earliest possible time of the form and content of any Confidential Information that will be disclosed in order to give the Disclosing Party sufficient time to seek a protective order or other appropriate remedy.
- 8.6 **Return.** At the Disclosing Party's request following the termination of this Agreement the Receiving Party shall promptly return and cease the use of all Confidential Information in tangible form in the Receiving Party's possession, without retaining any copies, extracts or notes.
- 8.7 **Survival.** The confidentiality obligation under this Section shall survive for five (5) years after termination or expiration of this Agreement.

9 Term and Termination

- 9.1 **Term of the Agreement.** This Agreement shall, unless otherwise terminated as provided in this Section 9, commence on the date you accept it and shall continue until terminated in accordance with this Section 9.
- 9.2 **Termination without cause.** Either Party may terminate the Agreement at any time upon thirty (30) days' notice to the other Party.
- 9.3 **Termination by you for our breach.** You may, by notice of termination to us, terminate this Agreement if we fail to comply in any respect with any of our material obligations under this Agreement, and fail to correct such failure where it is capable of correction, within thirty (30) business days from the date we receive notice thereof from you setting forth in reasonable detail your basis for termination of the Agreement, or within such additional cure period as you may authorize in writing.
- 9.4 **Termination by us for your breach.** We may, by notice of termination to you, terminate this Agreement if you or any user fails to comply in any respect with any material obligation of this Agreement and you fail to correct such failure where it is capable of correction, within thirty (30) business days from the date you receive notice thereof from us, setting forth in reasonable detail our basis for termination of the Agreement, or within such additional cure period as we may authorize in writing.
- 9.5 **Consequence of Termination.** Upon termination of this Agreement for any reason, (a) you will, and will cause your users to immediately cease using the AirLink Management Service, (b) if requested by us, you will also promptly and no later than seven days after such request, return or certify deletion of all tangible materials and documentation relating to the AirLink Management Service, particularly any Confidential Information from us, and (c) we may cease to provide the AirLink Management Service to you and your users and may unsubscribe any Systems, Access Codes, Administrator Accounts and User Accounts. If we terminate this Agreement pursuant to Section 9.2, we will refund any amounts you have paid for Service Credits that have been purchased but have not been used, and that have not expired pursuant to Section 4.5. If this Agreement is terminated for any other reason, you will not receive a refund for any purchased but unused Service Credits, and such Service Credits will expire upon termination.

9.6 **Non-Exclusive Remedies.** The rights and remedies of each Party provided in this Section 9 shall not be exclusive and are in addition to all other rights and remedies provided at law, in equity or otherwise set forth in this Agreement.

9.7 **Survival.** Sections 1, 5, 6.1, 7, 8, 9.5, 9.6, 9.7 and 10 will survive any termination of this Agreement.

10 **General Provisions**

10.1 **Relationship of the Parties.** The non-exclusive relationship of the Parties is that of independent contractors. Nothing in this Agreement shall be construed as authorizing either Party to act as agent of the other or as creating a joint venture or partnership. Both Parties recognize that this Agreement does not hinder them from carrying out any activities with any third party within the same field of technology and/or products as intended under this Agreement.

10.2 **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, this fact shall not invalidate the rest of this Agreement, which shall remain in full force and effect as if such invalid or unenforceable term or provision had not been part of this Agreement.

10.3 **Notices.** All notices required or permitted under this Agreement will be in writing, will reference this Agreement and will be deemed given when: (i) delivered personally; (ii) when sent by confirmed fax or email; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt.

All notices to us will be sent to the following address, or such other address as we may designate:

Sierra Wireless, Inc.
13811 Wireless Way
Richmond, B.C., Canada, V6V 3A4
Attention: SVP, Enterprise Services Business Unit
With a copy to legal@sierrawireless.com.

All notices to you may be sent to the physical address, fax number or email address provided by you on any order form or other document (hard copy or electronic) provided to us at any time. We may also provide notices to you by posting the notice (or a link thereto) in the AirLink Management Service.

10.4 **Assignment.** The rights and liabilities of the Parties hereto will bind and inure to the benefit of their respective successors, executors and administrators, as the case may be. Neither Party may assign its rights or delegate its obligations, other than as specified herein under this Agreement, either in whole or in part, without the prior written consent of the other Party such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign or transfer this Agreement or all rights, duties or obligations without the other Party's approval: (i) to an Affiliate, provided that such assigning Party remains obligated under the terms of this Agreement and (ii) to any person or entity which is not a competitor of the other Party which, by way of merger, consolidation, or any similar transaction involving the acquisition of substantially all the stock, equity or business assets of such assigning Party, succeeds to the interests of such assigning Party. Notwithstanding the foregoing, you may not assign this Agreement to an Affiliate if the Affiliate is a competitor of ours. Any attempted assignment in violation of the provisions of this Section 10.4 will be void.

- 10.5 **No Waiver.** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of, or an election of remedies with respect to, that or any other provision.
- 10.6 **Force Majeure.** Neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of a Force Majeure, provided that such Party gives the other Party written notice thereof promptly and, in any event, within ten (10) days of discovery thereof and uses its reasonable efforts to continue to so perform or cure. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure; provided that any relief granted shall be limited to an extension of delivery dates or times of performance to the extent caused thereby. In the event that the cause for delay persists for more than thirty (30) calendar days, you may terminate this Agreement without penalty or obligation.
- 10.7 **Complete Agreement.** This Agreement, including all applicable order forms, constitutes the entire agreement between the Parties in connection with the subject matter hereof, and supersedes all prior agreements regarding the same subject matter, understandings, negotiations and discussions, whether oral or written, between the Parties. We expressly reject any standard terms and conditions on any purchase order or other documentation that you submit. Except as set forth in Section 10.10 below, no amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both Parties.
- 10.8 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, Canada. The Parties shall use good faith efforts to amicably resolve disputes, within sixty (60) days of notice of such dispute. Such efforts shall include escalation of such dispute to the corporate officer level of each Party. For determination of any and all disputes arising out or in connection with this Agreement, the Parties consent to the exclusive jurisdiction of the court(s) sitting in Vancouver, B.C., Canada.
- 10.9 **Modifications to the AirLink Management Service.** We may add or remove functionalities or features of the AirLink Management Service at any time without prior notice to you. We may also modify the pricing terms associated with the AirLink Management Service at any time without prior notice to you. We may also cease to provide the AirLink Management Service altogether; provided that if we choose to do so we will post a notice to that effect on the AirLink Management Service or otherwise take reasonable efforts to provide notice to you at least thirty (30) days prior to the termination of service.
- 10.10 **Modifications to this Agreement.** We may modify this Agreement at any time. We will post notice of any material modifications to this Agreement in the AirLink Management Service for a reasonable period of time, or take reasonable efforts to provide notice of such modifications in accordance with Section 10.3 above. Any modifications will not apply retroactively, but will become effective as soon as they are posted or otherwise communicated to you. If you do not agree to the modified terms, you may terminate the Agreement in accordance with Section 9.2.

End of document.