



Solution Terms – AirLink® Services

Effective: October 14, 2020

These Solution Terms – AirLink Services (the “**AirLink Service 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 7. Other terms are defined in the Agreement.

An “**AirLink Service Offer**” is a grouping of Sierra Solutions that are sold together under a single Subscription, to be used on or in connection with a single compatible Sierra Wireless AirLink® gateway or router (the “**Device**”). All AirLink Service Offers include access to the ALMS Platform, either on a stand-alone basis or as part of AirLink Complete. AirLink Service Offers may also include Connectivity Services, AirLink Complete, and other Sierra Solutions, as specified in the applicable Order.

1. Subscriptions

The following terms apply to all AirLink Service Offers:

- 1.1. Available AirLink Service Offers. A set of default AirLink Service Offers will be available in your account following registration. The details of the AirLink Service Offer (e.g. the Sierra Solutions included in an AirLink Service Offer, the associated pricing and other terms) will be specified in the ALMS Platform or otherwise presented to you prior to or at the time of activation (the “**Offer Terms**”). We may update the available AirLink Service Offers at any time, including to add or remove AirLink Service Offers or to revise the pricing or terms applicable to existing AirLink Service Offers.
- 1.2. Activation. By activating an AirLink Service Offer using the ALMS Platform, you are submitting an Order for a Subscription and committing to pay the applicable Fees for the Initial Subscription Term, as set forth in the Offer Terms at the time of activation.
- 1.3. Subscription Term. Unless otherwise specified in the Offer Terms, the Initial Subscription Term for each Subscription will be 12 months and the Subscription Renewal Term will be one month.
- 1.4. Termination. Subscriptions can be terminated only in accordance with the terms of the Agreement.
- 1.5. Reactivation. Once a Subscription has been terminated it generally cannot be re-activated. If we permit a Subscription to be re-activated additional Fees may apply.

2. Fees

The following terms apply to all AirLink Service Offers:

- 2.1. Subscription Fees. The Subscription Fees will be set forth in the Offer Terms. Unless otherwise specified in the Offer Terms, Subscription Fees are payable in advance at the beginning of the Initial Subscription Term or the Subscription Renewal Term.
- 2.2. Usage Fees. Usage Fees include the following:
 - (a) Overage Fees. These Fees are charged if a Device uses Connectivity Services that are not included in, or are in excess of, the base quota provided as part of the AirLink Service Offer. These may include data Fees as well as Fees for using voice or SMS services. They may also include roaming Fees for using Connectivity Services outside the “home” area. The applicable Fees will be specified in the Order.
- 2.3. Other Fees. Additional Fees may also apply to AirLink Service Offers. These Fees will be specified in the applicable Offer Terms.

Unless otherwise set forth in these AirLink Service Terms, all Fees will be charged in accordance with the terms of the Agreement. Fees will not change during the Initial Subscription Term. Thereafter, we may change the Fees at any time on 60 days' notice.

3. AirLink Management Service

The following terms apply to all AirLink Service Offers:

- 3.1. General. The ALMS Platform is a Sierra Platform, and accordingly your use of the ALMS Platform will be governed by the terms of the Agreement applicable to Sierra Platforms.
- 3.2. Collection of Device Management Data. In the default configuration, Devices will periodically send a limited amount of Device Management Data to the ALMS Platform. The Device Management Data will be used in accordance with the terms of the Agreement applicable to Your Data or Network Information, as applicable.
- 3.3. Our Access. You grant us the right to access your User Accounts at any time for the purposes of (a) providing the Services to you and your Authorized Users; and (b) complying with the terms of this Agreement and our legal obligations.
- 3.4. Third Party Services. Some areas of the ALMS Platform 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](#)).
- 3.5. Restrictions. The following restrictions apply to the ALMS Platform, in addition to the restrictions in the Agreement: (a) you may only use the ALMS Platform for your internal business purposes to manage Devices that you own, as authorized in this Agreement; (b) you may only use the ALMS Platform 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 Device, or from a device connected to a Device; (c) you may not use the ALMS Platform to collect any Telemetry Data (using the AirVantage Telemetry Application or otherwise) unless you have added ARA to your Subscriptions; and (d) you may not make an excessive number of API calls to the ALMS Platform, as determined by us in our discretion (it being understood that we will notify you if the number of API calls is excessive).
- 3.6. Advanced Reporting and Analytics. ARA is optional functionality that is not included in the base offering of the ALMS Platform. If you purchase an AirLink Service Offering that includes ARA, or add ARA to your Subscriptions, additional Fees will apply, and you must add it to all Subscriptions. To use ARA you will need to install the AirVantage Telemetry Application on each Device; your use of this application will be governed by the terms of the Agreement applicable to Software. If ARA is deactivated, we may suspend your access to the ARA functionality, including your access to any Telemetry Data and associated reports. You acknowledge that ARA may result in higher data usage by the Device and that you will be responsible for any associated Usage Fees.

4. Connectivity Services

The following terms apply to AirLink Service Offers that include Connectivity Services:

- 4.1. Usage and Pooling. You will be responsible for any and all data, voice and texts sent to or from your Devices, including any amounts relating to the transmission and reception of Device Management Data, Telemetry Data, and Device software updates and upgrades. Unless otherwise specified in the Order, usage will be pooled across all Subscriptions of the same type, but will not be pooled across Subscriptions of different types.
- 4.2. Fraudulent Usage. 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).
- 4.3. Availability. Connectivity Services are subject to availability. You acknowledge that the Connectivity Services may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, or

other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs to telecommunications networks. Neither we nor the Carriers will be responsible for interruptions of the Connectivity Service or for any inability to use the Connectivity Services.

- 4.4. Coverage. The Connectivity Services are available only within certain markets and geographies and are subject to the agreements and relationships between us and the Carriers. Markets, geographies and the Carriers we use 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, or the result of, the unavailability of Connectivity Services in a particular market or geography.
- 4.5. Suspension. Connectivity Service may be temporarily suspended or permanently terminated without notice if you or the user of any Device violates any acceptable use policy or the network rules of us or the Carriers, if a Device is causing disturbance to a network, or if services are suspended by or at the request of a Carrier. You waive any and all claims against us and the Carriers for such suspension or termination.
- 4.6. Prohibited Applications. You may not use the Connectivity Services for or in connection with (a) communication to networks that are used for any premium and special rate services, toll-free numbers, special caller assistance services or other similar services; (b) remote monitoring to provide life-sustaining medical care for any individual; (c) monitoring of third parties without their express consent; or (d) emergency calling to 911 or equivalent emergency telephone numbers. These prohibitions are in addition to any prohibitions specified elsewhere in the Agreement.
- 4.7. 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.

5. AirLink Complete

The following terms apply to AirLink Service Offers that include AirLink Complete:

- 5.1. AirLink Complete Documentation. We will use commercially reasonable efforts to provide AirLink Complete to you in accordance with the applicable AirLink Complete program documentation in effect at the beginning of the Initial Subscription Term or Subscription Renewal Term, as applicable (the "**AirLink Complete Documentation**"), subject to these AirLink Service Terms. A copy of the Documentation will be made available to you when you first register for AirLink Complete. However, you acknowledge that AirLink Complete and the associated AirLink Complete Documentation may change from time-to-time without notice to you, including to add, change or discontinue certain services. You may request a copy of the current AirLink Complete Documentation at any time.
- 5.2. Extended Warranty. If a Subscription includes an extended warranty for a Device, the applicable warranty terms and procedures to make a warranty claim are described in the End-User Warranty for Sierra Wireless AirLink products available at www.sierrawireless.com/legal/terms. The extended warranty only applies if the Subscription has been in effect continuously from the initial purchase of the Device until the warranty claim is made and is not transferrable if the Device is sold. Before returning a Device to Sierra Wireless you should backup relevant data and information and delete any personal or confidential information. AirLink Complete does not cover the backup, recovery or reinstallation of your data, software, or information on the Devices.

- 5.3. Software Updates and Upgrades. AirLink Complete includes upgrades and updates to Device Software (“**Software Updates**”), at no additional cost. The timing, methods and extent to which any Software Updates are made available are at our sole discretion. Software Updates may not include new or optional features or functionality, which may need to be purchased separately. You are not obligated to accept and install a Software Update, but if you choose not to, you acknowledge that the Device functionality and security may be compromised, and that Sierra Wireless may be unable to address certain issues unless you accept and install the latest Software Updates. The terms of the Agreement applicable to Software will apply to any Software Updates we make available to you.
- 5.4. Device Management Services. If a Subscription includes Device Management Services, then you authorize us to conduct activities that are designed to enhance the performance, reliability or security of the Device or any associated Services that we are providing to you. These may include, without limitation, installing over-the-air Software Updates, traffic monitoring/management and making remote changes to the configuration of the Device (“**Device Management Activities**”). You acknowledge that Device Management Activities may in certain cases result in a temporary disruption or degradation of services or your ability to use the Device. We will endeavor to conduct Device Management Activities during your preferred maintenance windows, but may conduct such activities outside those windows if we reasonably believe it is necessary in order to address a security vulnerability or to prevent fraudulent, unauthorized or excessive use of the Device or any associated Services. Any Software Updates provided as part of Device Management are subject to the terms described above under the section titled “Software Updates and Upgrades”. You also acknowledge that Device Management Activities will use cellular data, and that you will be responsible for any associated costs and overages, regardless of whether the cellular connectivity is provided by us or by a third party.

6. Miscellaneous

The following terms apply to all AirLink Service Offers:

- 6.1. Non-Transferable. Subscriptions are tied to the specific Device they were originally registered to. A Subscription may not be transferred to another Device without our consent. If a Device is sold or otherwise transferred to someone other than the original owner we will have no obligation to provide any Services relating to that Device, or to refund any Fees that were paid in advance. If a Subscription includes a physical SIM card, the SIM card may not be installed in any other hardware.
- 6.2. SLAs. No service level agreement or service level commitments apply to Subscriptions.

7. Definitions

“**AirLink Complete**” means the support, maintenance and extended warranty offering for our Devices. AirLink Complete also includes access to the ALMS Platform. Some AirLink Complete offers may also include Device Management Services.

“**AirVantage Telemetry Application**” or “**AVTA**” means the software application(s) that must be installed on Devices in order to enable ARA functionality.

“**ALMS Platform**” means the device and connectivity management Software Platform we offer under the name “AirLink Management Service” or successor branding, as made available online via a password-protected end user login, including associated offline components. If you have added ARA to your Subscriptions, then the ALMS Platform also includes ARA.

“**ARA**” or “**Advanced Reporting and Analytics**” means the ALMS Platform functionality that enables the collection and analysis of Telemetry Data from Devices.

“**Connectivity Services**” means Services providing cellular connectivity to Devices using the telecommunications networks of Sierra Wireless or third-party Carriers.

“**Device Management Data**” means the data collected from a Device that describes the properties of the Device, 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.

“Device Management Services” means Services provided by Sierra Wireless to actively monitor or manage a Device on your behalf. Device Management Services are included in some but not all AirLink Complete offerings.

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