

By using this Product you agree to the following provisions which contain limitations on warranties and liabilities and your remedies.

1. DEFINITIONS.

“**Date of Purchase**” means the date you purchased the Product from the Reseller, as indicated on the original bill of sale or receipted invoice. If we are unable to verify the date of purchase to our satisfaction, it will be deemed to be the date that is 3 months after the date of manufacture.

“**Product**” means any of the following Sierra Wireless gateways and routers and the associated Product Software: AirLink ES-series, AirLink-LX series, AirLink MG-series, AirLink MP-series, AirLink RV-series, AirLink XR-series, FX-series gateways, GL-series modems and GNX-series tracking devices.

“**Product Software**” means the software that is installed on the Products at the Date of Purchase, and any production releases of the Product Software that you install during the Warranty Period for the Product Software. Product Software excludes any (a) beta releases or pre-releases, (b) device management software and tools, and (c) software made available to you to develop or execute custom applications on the Products, including without limitation the Legato® open source application framework software, its associated development environment and Linux distribution (“**Application Development Software**”).

“**Reseller**” means a Sierra Wireless authorised reseller or distributor.

“**Sierra Wireless**”, “**we**”, “**us**” or “**our**” means Sierra Wireless, Inc. and any legal entity or entities directly or indirectly controlling, controlled by, or under common control with Sierra Wireless, Inc. “**Control**” means the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares, partnership interests, membership shares or similar ownership interest of such controlled entity.

“**Specifications**” mean the datasheet specifications for the applicable Product available at www.sierrawireless.com as of the Date of Purchase.

“**You**” and “**your**” means the individual or entity who

originally purchased the Product from the Distributor.

“**Warranty Period**” means the period starting on the Date of Purchase and running for the period specified below.

Product Series	Hardware elements	Product Software
AirLink ES, LX, MP, RV and XR-series routers FX-series gateways GL-series modems GNX-series tracking devices	12 months	90 days
AirLink MG-series routers	3 years	90 days

Extended warranties may be available for certain Products, either on a stand-alone basis or as part of a support package. If you have purchased an extended warranty that we have authorized, the Warranty Period for the hardware will be extended accordingly.

2. WARRANTY.

2.1 **Warranty.** If you are the original end-user purchaser of the Product, we provide you with a personal, non-transferable, warranty that, during the applicable Warranty Period: (a) the Product will substantially comply with, and perform per, the Specifications; and (b) the hardware elements of the Products will be free from material defects in materials and workmanship under normal use.

2.2 **Claim Procedure.** To initiate a warranty claim, you should first contact your Reseller and follow their instructions as they may wish to process the claim on your behalf. If they are unable to assist you, you should contact us via one of the methods set forth at www.sierrawireless.com/support under the section entitled “Repair and Warranty” and we will provide the necessary instructions. If we ask you to return the Product to us or the Reseller, you will be responsible for the shipping costs.

2.3 **Remedy.** If we find that a Product meets the warranty conditions set out in this End-User Warranty, we

shall, as our sole and exclusive obligation in connection with such defective Product (a) at our expense and option (i) repair the defective Product, (ii) replace the defective Product with a new or rebuilt unit (which may use refurbished parts of similar quality and functionality) or a substitute unit of equal or superior functionality, or (iii) make a Product Software release available to address the defect; (b) ship the repaired or replaced Product back to you, if applicable; and (c) warrant that Product for a period of 90 days or the remainder of the original Warranty Period, whichever is longer; or if we are not able to repair or replace the defective Product, refund (or cause the Reseller to refund) the purchase price of the Product. We are not responsible for (a) costs of installation, removal or reinstallation of the Products, (b) cellular data charges or other costs associated with installing Product Software, (c) costs of shipping the defective Products to us, (d) costs of reworking, scrapping or replacing other equipment; or (e) providing technical assistance to install, configure, or operate the Product.

2.4 **Not Covered.** We do not warrant that: (a) the Products will provide uninterrupted or error-free operation; (b) the Products will operate satisfactorily in conjunction with other manufacturer’s hardware, media or software, except as set out in the Specifications; or (c) we will correct minor program defects in the Product Software which do not materially affect the ability of the Product Software to perform in accordance with the Specifications. The warranty does not apply to: (i) Products that have been installed or used other than per the Sierra Wireless user materials; (ii) Products that have been maintained, altered or modified, opened or repaired, other than by us or our authorized service provider; (iii) Products that have been physically damaged, other than by us or our authorized service provider; (iv) Products that have experienced signal reception problems, unless caused by a defect in material(s) or workmanship in the Product; (v) Products that have been used outside of published maximum ratings or with hardware that is electrically or mechanically incompatible as assessed by us; (vi) Products that have had their serial numbers altered, removed or rendered illegible; (vii) Application Development Software; (viii) updates or upgrades to Product Software that are installed after the initial Warranty Term for the Product Software, or (ix) any third

party products not manufactured by us, all of which are provided "as is", without warranty of any kind. We are not responsible for any warranties provided to you by the Reseller.

2.5 **Out of Warranty.** You shall pay us for all reasonable parts, labour and shipping charges incurred by us to repair or replace a defective Product that, per Section 2.4 above (Not Covered) is not covered by this End-User Warranty, or to process and return a Product that we determine is not defective.

3. EXCLUSIONS & LIMITATIONS.

3.1 **NO OTHER REMEDIES OR WARRANTIES.** YOUR SOLE REMEDY UNDER THIS END-USER WARRANTY IS AS SET FORTH UNDER SECTION 2.3 ABOVE (REMEDY). WE SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT, ANY WARRANTY THAT THE PRODUCTS ARE SECURE; OR ANY WARRANTY THAT THE PRODUCTS ARE SUITABLE FOR USE IN ENVIRONMENTS OR APPLICATIONS WHERE A FAILURE OR MALFUNCTION OF THE PRODUCT COULD LEAD TO DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

3.2 **DISCLAIMER.** IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS END-USER WARRANTY OR THE PRODUCTS, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES, LOST DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING THEORIES OF NEGLIGENCE, RECKLESSNESS, STRICT LIABILITY, OR DEFECTIVE PRODUCT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3 **MAXIMUM LIABILITY.** THE TOTAL LIABILITY OF US, OUR DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND AGENTS, FOR FAILING TO FULFIL OUR WARRANTY OBLIGATIONS AND FOR ANY

OTHER LIABILITY UNDER, OR IN CONNECTION WITH THE PRODUCT OR THIS END-USER WARRANTY, REGARDLESS OF THE NUMBER OF EVENTS, OCCURRENCES OR CLAIMS GIVING RISE TO LIABILITY, SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT.

3.4 Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the exclusions set out in this End-User Warranty may not apply to you.

4. GENERAL.

4.1 **Applicability.** This End-User Warranty applies to any Products you purchase from Resellers for your own end-use, provided that the Date of Purchase is after the Release Date specified in the footer of this End-User Warranty. It does not apply to any Products you purchase directly from us, which are governed by Sierra Wireless' General Terms and Conditions of Sale, which are available at www.sierrawireless.com/terms-of-sale. This End-User Warranty also does not apply if you are not the original end-user purchaser of the Product.

4.2 **Governing Law & Disputes.** All disputes arising out of or in connection with this End-User Warranty, including applicability, interpretation or breach thereof, or arising in connection with the Products, shall be governed by the laws of the State of New York, U.S.A. and submitted to arbitration conducted by JAMS in New York, New York in accordance with JAMS rules of arbitration, except as follows: (i) for any customer incorporated within the regions of Europe, Middle East or Africa, the laws of France shall govern and arbitration shall be conducted in Paris, France by the International Court of Arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce; and (ii) for any customer incorporated within the Asia region, Australia or New Zealand, the laws of Singapore shall govern and arbitration shall be conducted in Singapore by the Singapore International Arbitration Centre (SIAC) in accordance with the Arbitration Rules of the SIAC; in each case without regard to the conflict of law provisions of such jurisdiction. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods (The Vienna Convention) shall not apply to the purchase of Products. The arbitration shall be

binding and conducted in English before a single arbitrator appointed in accordance with the applicable rules. Judgment on the award may be entered in any court having jurisdiction. THE PARTIES EXPRESSLY WAIVE ANY RIGHTS TO HAVE DISPUTES ADJUDICATED IN COURT, AND WAIVE THEIR RIGHTS TO TRIAL BY JURY.

4.3 **Severability.** Any provision of this End-User Warranty which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this End-User Warranty in that jurisdiction, without in any way invalidating the remaining provisions of this End-User Warranty and any such unenforceability in that jurisdiction shall not make that provision unenforceable in any other jurisdiction.

4.4 **Modifications.** This End-User Warranty shall not be modified except by a document signed and made part of this Agreement by an authorized signing officer of Sierra Wireless.

4.5 **Waiver.** A waiver of any right, obligation or default will shall only be effective if it is in writing and signed by the party against whom the waiver is sought to be enforced. Any particular waiver of any right, obligation or default will not be construed as a waiver of any subsequent or other right, obligation or default. The remedies of each party shall be cumulative and not exclusive.

4.6 **Assignment.** You may not assign this End-User Warranty, in whole or in part, without our prior written consent.

4.7 **Entire Agreement.** This End-User Warranty constitutes the entire agreement between you and Sierra Wireless on the subject matter and supersedes any prior agreement or understanding, written or oral.