1. OBJECT. These General Terms & Conditions of Sale for IoT Products & Services ("**Terms and Conditions**") govern the sale of Products and Services by Semtech to Customer. Any acceptance of a Quotation or placement of a Purchase Order by Customer, or acceptance of a Purchase Order by Semtech, is expressly limited to these Terms and Conditions. Any terms and conditions provided by Customer, including any terms and conditions that may be included in or referred to in any Customer purchase order, are expressly rejected by Semtech, and will not govern the sale of the Products or Services, nor be binding on Semtech, even if Semtech accepts or acknowledges such purchase order or provides the applicable Products or Services. BY ACCEPTING A QUOTATION OR PLACING A PURCHASE ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS, AND ACKNOWLEDGES THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS WHICH LIMIT CUSTOMER'S RIGHTS AND REMEDIES AGAINST SEMTECH.

2. DEFINITIONS. "**Customer**" means the customer identified in the Quotation or Sales Order Acknowledgement, as applicable. "**Semtech**" means the Semtech or Sierra Wireless entity described in the header of the Quotation or the Sales Order Acknowledgement, as applicable. "Semtech" does not include any affiliates of Semtech (even if an affiliate receives a Purchase Order that is then transmitted to Semtech). "**Products**" includes, without limitation: hardware (including cellular modules, routers and gateways), Software and User Materials that are provided by Semtech to Customer. "**Services**" means any paid services provided by Semtech relating to Products, including without limitation support and maintenance services, installation services, configuration services and custom development services. "**Software**" means the software elements of the Products (including firmware) and includes, if provided by Semtech, software updates, but specifically excludes any Application Development Software. "**Application Development Software**" means any software made available to Customer 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). "**User Materials**" are the materials (including drawings, diagrams, specifications, datasheets, documentation, training manuals, technical bulletins and user manuals) that are made available by Semtech to Customer for the use, and (where permitted) servicing, of the Products or Services, as applicable. "**Specifications**" means the datasheet specifications for the applicable Products or Services available at www.sierrawireless.com. "**Quotation**" means the most recent written quotation issued by Semtech for the applicable Products or Services.

3. PURCHASE ORDERS. Customer shall issue purchase orders ("**Purchase Orders**") to Semtech (or in some cases, one of its affiliates for transmission to Semtech) by facsimile, e-mail, or mail. The form of each Purchase Order shall comply with the laws of Customer's domicile. Only Purchase Orders which Semtech accepts by issuing a written acknowledgement (a "**Sales Order Acknowledgement**") to Customer within five (5) business days of receipt of the Purchase Order are binding on Semtech. Each Sales Order Acknowledgement shall include, as applicable: the Semtech sales order number; the quantities, SKUs (part numbers), unit prices and total price (exclusive of tax) of the Products or Services ordered; the scheduled shipping date and delivery point; the agreed conditions of delivery; the terms of payment; and, if Semtech agrees to any non-standard provisions in the Purchase Order, acceptance of those provisions. Customer may not modify or revoke an accepted Purchase Order (as evidenced by a Sales Order Acknowledgement), or modify or cancel a Sales Order Acknowledgement, without the prior written agreement of Semtech.

4. TITLE AND DELIVERY. Title. Subject to section 12 below (Intellectual Property), title to the Products shall pass to Customer when Semtech delivers the Products to Customer. **Delivery.** Semtech shall deliver the Products at the delivery point and in accordance with the delivery terms (INCOTERMS 2020) indicated on the Quotation or Sales Order Acknowledgement, as applicable. Semtech will use commercially reasonable efforts to meet the delivery date specified in the Sales Order Acknowledgment, but will not be liable for damages for late, early or partial delivery.

5. EXPORT CONTROL. Customer shall not, whether directly or indirectly (including facilitating a third party), export or re-export the Products from the country in which Customer has indicated to Semtech the Products will be sold and licensed to end-users without obtaining all applicable governmental licenses.

6. COPYRIGHT LICENSE. Effective as of the date of delivery of the applicable Products, Software or deliverables to Customer, Semtech grants Customer a non-exclusive, non-transferable, worldwide, fully paid-up copyright license ("**License**") to: (a) use, copy and distribute the User Materials, (b) install and execute the Software on the Products, in object code form only, and (c) use the deliverables provided in connection with the performance of the Services, in each case solely in connection with the permitted use, distribution, sale and provision of first tier support of Products to end-user customers. **Restrictions on Use.** Customer shall not, directly or indirectly: (i) modify, decompile or translate the Software; or (ii) reverse engineer, disassemble, or create a derivative of, the Software or Products.

7. PRICES AND TERMS OF PAYMENT. Prices. The prices in the Quotation and Sales Order Acknowledgement include all applicable fees for the Licenses, all necessary packaging, and are based on delivering the Products per section 4 (Title and Delivery), but do not include applicable federal, state, provincial, local or other government taxes. **Invoicing.** Semtech shall invoice Customer for Products after delivery (unless the Quotation or Sales Order Acknowledgment indicates that payment in advance is required), and for Services after issuance of the applicable Sales Order Acknowledgment. **Payment.** Customer shall pay all invoices in the currency stated in the invoice, in accordance with the payment terms set out in the Sales Order Acknowledgement and any payment instructions provided by Semtech. In the absence of any written agreement to the contrary, payment shall be due no later than 30 days from the date of the invoice. **Late Payment.** If Customer fails to pay any amount not in dispute when due, Semtech may, without prejudice to any other remedy, stop or suspend its performance, alter payment terms, terminate any open Purchase Orders, and charge interest on all overdue amounts at the rate of one percent per month compounded monthly (12.68% per year), or if less, the maximum rate allowed by law. Upon demand, Customer shall pay all such interest charges and all reasonable collection fees, including reasonable legal expenses. Despite the forgoing, where the laws of Customer's jurisdiction of incorporation provide a mandatory alternative method for calculating interest on late payments, such method shall prevail.

8. LIMITED WARRANTY. Semtech warrants to Customer that during the Warranty Period (as defined below): (a) the Products will substantially comply with, and perform per, the Specifications; (b) the hardware elements of the Products shall be free from material defects in materials and workmanship under normal use; and (c) the Services shall be performed in a professional manner using qualified personnel, in substantial compliance with the Specifications. Unless otherwise stipulated by Semtech in the Quotation, the "**Warranty Period**" for the hardware elements of the Products is 12 months and for the Software and Services is 90 days. The Warranty Period for the hardware elements starts on the date of delivery of the applicable Product, for the Software starts on the date of delivery of the first Product that incorporated the applicable Software release (or if earlier, the date Customer accepted the applicable Software release), and for the Services starts on the date the deliverables giving rise to the claim were delivered to Customer. **Not Covered.** Semtech does not warrant that: (i) the Products will provide uninterrupted or error-free operation; (ii) the Products will operate satisfactorily in conjunction with other manufacturer's hardware, media or software, except as set out in the Specifications; or (iii) Semtech will correct minor program defects in the Software which do not materially affect the ability of the 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 User Materials; (ii) Products that have been maintained, altered or modified, opened or repaired, other than by Semtech or its authorized service provider; (iii) Products that have been physically damaged, other than by Semtech or its 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 Semtech; (vi) Products that have had their serial numbers altered, removed or rendered illegible; (vii) Application Development Software; (viii) updates or upgrades to Software that are made available by Semtech at no additional cost, or (ix) any third party products not manufactured by Semtech, all of which are provided "as is", without warranty of any kind. **Claim Procedure.** To initiate a warranty claim, Customer must contact Semtech via one of the methods set forth at www.sierrawireless.com/support under the section entitled "Repair and Warranty", and for hardware warranty claims, must request a Return Material Authorization ("**RMA**"), and follow the instructions set out in the RMA. If Semtech finds that the Product or Service meets the warranty conditions set out in this section, it shall, as its sole and exclusive obligation in connection with such defective Product or Service (1) at its 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, (iii) make a Software release

available to Customer to address the defect, or (iv) reperform the applicable Services; (2) ship the repaired or replaced Product back to Customer, if applicable; and (3) warrant that Product or reperformed Service for a period of 90 days or the remainder of the original Warranty Period, whichever is longer; or if Semtech is not able to repair or replace the defective Product or reperform the applicable Service, credit Customer's account in the amount of the net purchase price paid by Customer for such defective Product or Service. Semtech is not responsible for (i) costs of installation, removal or reinstallation of the Products, (ii) cellular data charges or other costs associated with installing Software, (iii) costs of shipping the defective Products to Semtech, (iv) costs of reworking, scrapping or replacing other equipment; or (v) providing technical assistance to install, configure, or operate the Product. **No Fault Found.** If Semtech is, despite reasonable commercial efforts, unable to find a fault with a Product returned by Customer under the warranty: (a) the returned unit shall be deemed to be No Fault Found ("**NFF**"), and Semtech shall ship the NFF unit back to Customer at Customer's expense, and (b) Customer may be required to pay a reasonable diagnostic and handling fee. **High Risk Activities.** Customer acknowledges that (i) the Products may contain technology or rely on systems that are not fault-tolerant; and (ii) the Products are not designed, authorised or intended 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 ("**High Risk Applications**").

9. EXCLUSIONS. THE WARRANTIES SET OUT IN SECTION 8 (LIMITED WARRANTY) ARE SEMTECH' EXCLUSIVE WARRANTIES FOR THE PRODUCTS AND SERVICES. SEMTECH SPECIFICALLY DISCLAIMS 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 HIGH-RISK APPLICATIONS.

10. INDEMNIFICATION BY CUSTOMER. Customer shall indemnify and hold Semtech harmless from all loss, expense and damages (including reasonable attorneys' fees) which may be incurred by Semtech as a result of any claims or actions resulting from: (a) damage to property, personal injury or death caused by the use of the Products in High Risk Applications by Customer or any party to whom Customer has, directly or indirectly, supplied the Products; or (b) Customer's breach of any of its obligations hereunder and, without limitation, any breach by Customer of the restrictions in sections 1 and 0 hereunder (Product Use Restrictions).

11. LIMITED LIABILITY. IN NO EVENT SHALL SEMTECH BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, 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 SEMTECH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SEMTECH' TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE ARISING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THESE TERMS & CONDITIONS, WHETHER ARISING UNDER ONE PURCHASE ORDER OR MULTIPLE PURCHASE ORDERS, SHALL BE LIMITED TO THE LESSER OF: (A) ONE HUNDRED THOUSAND ($100,000) UNITED STATES DOLLARS; AND (B) TEN PERCENT (10%) OF THE TOTAL PRICE PAID BY CUSTOMER FOR THE PARTICULAR PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY. SEMTECH AGREES TO SELL THE PRODUCTS AND SERVICES, AND CUSTOMER AGREES TO PURCHASE THE PRODUCTS AND SERVICES FROM SEMTECH, ONLY IN CONSIDERATION OF, AND IN RELIANCE UPON, THE PROVISIONS SET OUT IN THIS SECTION 11. THESE PROVISIONS CONSTITUTE AN ESSENTIAL PART OF THE BARGAIN BETWEEN THE PARTIES AND HAVE BEEN REFLECTED IN THE PRICE AND OTHER CONSIDERATION FLOWING BETWEEN THE PARTIES. In the event that in any particular matter these limitations and disclaimers are limited or prohibited by law, they shall be applicable and enforced to the fullest extent permissible by law. The remedies of Customer specifically set forth in these Terms and Conditions constitute Customer's exclusive remedies for the matters, claims, breaches or issues to which they relate.

12. INTELLECTUAL PROPERTY. Except for the License granted under section 6 (Copyright License), Customer acknowledges that it acquires no right, title or interest in or to the intellectual property in: (a) the Products; (b) any other product or invention of Semtech; (c) any combination of the Products with any other product of Semtech; (d) any third party elements incorporated in the Products; or (e) any deliverables or work product of Semtech created while performing the Services.

13. SECURITY. Customer is responsible for (a) configuring the Products in accordance with industry best practices and any instructions or bulletins provided by Semtech, and (b) promptly installing any security updates to the Products and Software that may be made available by Semtech. Semtech will not be responsible for any loss of security caused or contributed to by Customer's failure to property configure the Products or install Software security updates.

14. NON-DISCLOSURE. Any confidential information disclosed by Semtech to Customer in connection with the purchase and sale of the Products and Services shall be governed by the non-disclosure agreement between the parties, or if one is not in effect, by the following: all information, including but not limited to technical, financial or commercial information, disclosed by Semtech to Customer, whether in tangible or intangible form, which is marked as confidential or by virtue of its nature could reasonably be expected to be confidential, shall be considered to be "**Confidential Information**" and shall be subject to the strictest confidentiality obligation. Customer may use Confidential Information solely as reasonably required in order to use the Products and Services, shall not disclose any Confidential Information to third parties, and may only disclose Confidential Information to those of its employees who have a need to know the Confidential Information to perform their work and who have signed a written agreement of confidentiality at least as stringent as set out herein. Customer 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, Customer shall use its best efforts to advise Semtech at the earliest possible time of the form and content of any Confidential Information that will be disclosed in order to give Semtech sufficient time to seek a protective order or other appropriate remedy. Customer acknowledges that any use or disclosure of Confidential Information in a manner not authorized by these Terms and Conditions will cause Semtech irreparable harm that could not be fully remedied by monetary damages. Customer agrees that, in addition to any other remedies it may have at law or in equity, Semtech shall have the right to apply for such injunctive or other equitable relief from a court or arbitrator of competent jurisdiction as may be necessary to prevent the unauthorized or unlawful action.

15. PUBLICITY. Neither party shall issue a news release or make a public announcement relating to the business transacted pursuant to these Terms and Conditions without the prior written approval of the other party. Notwithstanding the foregoing, Semtech may include Customer's name and logo on websites and marketing materials that generally identify customers of Semtech or users of the Products and Services. If Customer objects in writing to such use, Semtech will promptly remove the references to Customer. Both parties agree to work together on mutually beneficial public relations and marketing activities.

16. FORCE MAJEURE. Semtech shall not be liable if its performance becomes commercially impracticable due to any contingency beyond its reasonable control including, but without limitation, acts of God, fires, floods, wars, sabotage, epidemics, civil unrest, accidents, cyber attacks, labour disputes (other than those with Semtech employees), shortages of labour, materials, equipment or transportation, or changes to government laws, rules or regulations.

17. GOVERNING LAW & DISPUTES. All disputes arising out of or in connection with these Terms & Conditions, including the formation, interpretation, breach or termination thereof, or arising in connection with the Products and Services, 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 by Customer. 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.

18. GENERAL TERMS. Assignment. Customer shall not assign its order, or any interest therein, or any rights hereunder without the prior written consent of Semtech. **Waivers.** A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or a different kind. **Entire Agreement.** These Terms and Conditions,

together with the applicable Quotation, Purchase Order (excluding any terms and conditions provided by Customer) and Sales Order Acknowledgment, represent the entire agreement between the parties relating to the sale of Products and provision of Services. No prior representations or statements relating to the Products or Services made by any Semtech representative or included in any Semtech marketing materials shall be binding on Semtech. No addition to or modification of any provision in this contract shall be binding upon Semtech unless made in writing and signed by a duly authorized Semtech representative.

19.   QUALCOMM LICENSES. The Products are sold subject to certain notices and restrictions regarding patent licenses from Qualcomm Incorporated, which are available at www.sierrawireless.com/qualcomm-notices.

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