



LICENSE AGREEMENT FOR SIERRA WIRELESS SOFTWARE SUITE

IMPORTANT – DOWNLOAD, INSTALLATION AND USE OF THE SIERRA WIRELESS SOFTWARE SUITE IS SUBJECT TO THE FOLLOWING LICENSE RESTRICTIONS.

Sierra Wireless Inc., on its own behalf and on behalf of its Affiliates ("Sierra Wireless") will allow you to download, install and use the Sierra Wireless Software Suite on the condition that you accept all of the terms of this Agreement. By downloading, installing and/or using the Sierra Wireless Software Suite, you, as licensee of the Sierra Wireless Software Suite ("Licensee"), indicate that you have read, understood and accepted the provisions of this Agreement, and that you have authority to enter into this Agreement on your own behalf or on behalf of the legal entity that you represent. Sierra Wireless and Licensee are collectively referred to as the "Parties" or individually as a "Party".

* *

TERMS AND CONDITIONS

1. Definitions

"Affiliates" means any company where votes and/or capital is fifty percent (50%) or more controlled directly or indirectly by a Party.

"Confidential Information" shall mean all information and material contained within, related to or about the Sierra Wireless Software Suite and any Derivative (as defined below), in whole or in part, or its environment which is disclosed or provided by Sierra Wireless to the Licensee in each Party's performance of its obligations under this Agreement, and any information which relates to or is derived therefrom, whether in tangible, intangible, oral, written, machine readable or human readable form.

"Contractor" shall mean any third party, including but not limited to original device manufacturers, who Licensee engages for the purpose of such third party performing services for the benefit of Licensee in connection with this Agreement.

"Derivative(s)" shall mean any source code modification or enhancement of the Sierra Wireless Software Suite which may be created by Licensee.

"Licensee Software" shall mean the Licensee's software owned and developed by the Licensee which either exists in the Licensee's product before executing this Agreement or is modified or created with the Sierra Wireless Software Suite under this Agreement, in source code or in object code, and which is to be embedded in the Sierra Wireless Product or provided in object code to Licensee's customers, in either case to be used in conjunction with a Sierra Wireless Product.

"Licensee Product" shall mean the product of the Licensee which incorporates a Sierra Wireless Product.

"Object Code" shall mean part or all of the elements of the Sierra Wireless Software Suite supplied by Sierra Wireless in object code (object or library format) or executable code (binary format), under this Agreement, at Sierra Wireless's sole option.

"Open License Terms" shall mean terms in any license that require as a condition of use, modification and/or distribution that the software subject to such terms be: (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge.

"Open Source Software" shall mean any software that is licensed under Open License Terms.

"Sierra Wireless Product" shall mean any hardware product within the Sierra Wireless product portfolio with which the Sierra Wireless Software Suite is designed to be used.

"Sierra Wireless Software Suite" shall mean part or all elements of the Sierra Wireless Software Suite which has been downloaded, installed and/or used in connection with this Agreement, including Object Code and, where applicable, Source Code, and any updates and associated documentation made available by Sierra Wireless.

"Source Code" shall mean part of the elements of the Sierra Wireless Software Suite supplied by Sierra Wireless in source code, under this Agreement, at Sierra Wireless' sole option.

"Third Party Software" shall mean software of a third party which may be provided under this Agreement, and may be subject to and governed by, in addition or replacement to the terms of this Agreement, any license agreement of such third party, including where applicable Open License Terms. A list of Third Party Software is attached under this weblink: http://www.sierrawireless.com/productsandservices/AirPrime/Sierra_Wireless_Software_Suite/License/Thirdparty.aspx.

The restrictions set out in this Agreement shall apply to Third Party Software in addition to such additional licensing terms of the third party, except when such additional licensing terms are stricter in which case such additional licensing terms shall apply. The Licensee agrees that it is solely responsible for determining whether it requires additional licences from third parties and for obtaining such required licenses from third parties.

2. Limited License

2.1 Scope of the Limited License Granted on:

- (a) The Object Code. Subject to the terms and conditions of this Agreement, Sierra Wireless hereby grants to Licensee and Licensee hereby accepts the free of charge, limited, internal,

nonexclusive, revocable, nontransferable license (without right to authorize sublicenses) to use and copy the elements of the Sierra Wireless Software Suite provided in Object Code solely for the purpose of: i) testing and evaluating the elements of the Sierra Wireless Software Suite provided in Object Code; ii) enabling the Licensee to develop and adapt the Licensee Software to the Sierra Wireless Product with the Object Code; and (iii) distributing to Licensee's customers the Licensee Software for the purpose of using it in conjunction with the Licensee Products which incorporate a Sierra Wireless Product.

- (b) The Source Code, where applicable. Subject to the terms and conditions of this Agreement, Sierra Wireless hereby grants to the Licensee and the Licensee hereby accepts the free of charge, internal, nonexclusive, revocable, nontransferable license (without right to authorize sublicenses) to use, copy and modify the elements of the Sierra Wireless Software Suite provided in Source Code, if any expressly made available by Sierra Wireless, solely for the purpose of: (i) testing and evaluating the elements of the Sierra Wireless Software Suite provided by Sierra Wireless in Source Code; (ii) creating and compiling Derivatives of the Source Code; (iii) enabling the Licensee to develop and adapt the Licensee Software to the Sierra Wireless Product; and (iv) distributing to Licensee's customers the Licensee Software solely for the purpose of using it in conjunction with the Licensee Products which incorporate a Sierra Wireless Product. Licensee shall not: (a) make any modifications to the Source Code other than those specified in this Agreement; (b) make more than one back-up copy of the Source code or documentation therefor; or (c) distribute or disclose the Source Code to any third party.

- (c) Contractors may exercise the licenses set forth in this section 2.1 on behalf of and for the benefit of Licensee provided that: (i) Sierra Wireless is notified in advance and approves each Contractor; (ii) Contractor's use and access to the Sierra Wireless Software Suite is subject to the terms and conditions of this Agreement; and (iii) any breach of this Agreement by Contractor is considered Licensee's breach of this Agreement, and Licensee shall be liable for such breach to the same extent as if it committed the breach itself.

2.2 License Restrictions. The limited licenses granted to Licensee in section 2.1 are subject to, and Licensee shall itself respect, and impose on its customers if applicable, the following restrictions:

- (a) only use the Sierra Wireless Software Suite and Derivatives with Sierra Wireless Products for Licensee's business purposes as expressly authorized in this Agreement, and for no other purpose;
- (b) not make any commercial use of part or all of the elements of the Sierra Wireless Software Suite or Derivatives on a standalone basis;
- (c) only make the Sierra Wireless Software Suite and Derivatives available to its own employees who have a need to access it according to the licensing terms of this Agreement;
- (d) not sublicense, sell, assign, rent, lease or otherwise transfer, in whole or in part, the Sierra Wireless Software Suite and Derivatives, this Agreement or the rights under it;
- (e) not reverse-assemble, reverse-compile, reverse-engineer the Sierra Wireless Software Suite provided in Object Code;
- (f) reproduce and not remove, amend, obscure or cover any copyright or proprietary right notices placed on the Sierra Wireless Software Suite and Derivatives;
- (g) maintain in confidence the Sierra Wireless Software Suite and Derivatives and any other information provided by Sierra Wireless, unless otherwise agreed in this Agreement;
- (h) not perform any actions with regard to the Sierra Wireless Software Suite and Derivatives in a manner that would require the Sierra Wireless Software Suite and Derivatives or any derivative work thereof, in whole or in part, to be licensed under Open License Terms. These actions include but are not limited to:
 - combining the Sierra Wireless Software Suite and Derivatives or a derivative work thereof with Open Source Software, by means of incorporation or linking or otherwise; or
 - distributing or providing access to the Source Code or any Derivative Materials in the open source community (whether in whole or in part), or providing any of the Sierra Wireless Software Suite or any Derivatives to general public libraries; or
 - using Open Source Software to create a derivative work of the Sierra Wireless Software Suite and Derivatives;
- (i) comply with all applicable laws in performing its obligations hereunder and obtain all necessary permits and governmental permissions required to perform its obligations under this Agreement; and
- (j) not knowingly distribute the Sierra Wireless Software Suite to any person who infringes Sierra Wireless' rights in respect of the Sierra Wireless Software Suite.

2.3 Licensee Representations. Licensee represents and warrants that all Derivatives (exclusive of the Source Code) will not, to the best of its knowledge, infringe the intellectual property rights of any third party. The Licensee agrees that Sierra Wireless shall in no event be responsible for the Derivatives developed by the Licensee according to this Agreement. Licensee shall defend, hold harmless and indemnify Sierra Wireless from any and all suits, losses, expenses, damage or costs arising from or in connection with: (i) any violation or breach of the provisions of this section 2 by Licensee, its contractors, agents and customers; and/or (ii) any third party claims, including reasonable attorney's fees, arising from or in connection with the infringement of third party intellectual property rights in the Derivatives of the Sierra Wireless Software Suite developed by Licensee under this Agreement.

2.4 Ownership. The Sierra Wireless Software Suite and any Third Party Software, are respectively trade secret and copyright information of Sierra Wireless or the Third Party. All right, title, and interest in and to the intellectual property rights associated with the Sierra Wireless Software Suite and any Third Party Software are, and shall at all times remain, the sole and exclusive property of Sierra Wireless or the third party owning the Third Party Software. By providing the Licensee with access to certain Source Codes, Sierra Wireless is not granting any license or immunity, or waiving any rights it may have with respect to patents, trademarks, copyrights or any other intellectual property rights enforceable under any country with respect to the Source Code. Except as otherwise expressly specified in this Agreement, no right, title or interest in any patents, trademarks, trade names or trade secrets, or in any pattern or design of the Sierra Wireless Software Suite, shall pass to Licensee under this Agreement. Subject to section 2.5, all right, title, and interest in and to the Derivatives (exclusive of the Source Code), and all intellectual property rights therein, are the exclusive property of Licensee.

2.5 Feedback. Licensee shall spontaneously provide to Sierra Wireless any Derivatives which are created by Licensee in order to perform bug fixes on elements of the Sierra Wireless Software Suite, at least every six months in accordance to the procedure described under:

http://www.sierrawireless.com/productsandservices/AirPrime/Sierra_Wireless_Software_Suite/License/Contribution.aspx

Any such Derivatives, in addition to any suggestions, comments and feedback regarding the Sierra Wireless Software Suite provided to Sierra Wireless under this Agreement (collectively, "Feedback") may be used by Sierra Wireless to improve the Sierra Wireless Software Suite. Accordingly, if Licensee

voluntarily provides Feedback, Licensee grants Sierra Wireless and its licensees a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to freely use, have used, sell, modify, reproduce, transmit, license, sublicense, distribute and otherwise commercialize the Feedback in the Sierra Wireless Software Suite or other related technologies.

3. Termination, Expiration

3.1 This Agreement will continue, unless earlier terminated by Sierra Wireless upon written notification provided to Licensee at any time.

3.2 Upon termination or expiration of this Agreement, the Licensee will promptly stop using the Sierra Wireless Software Suite and Derivatives and return the Sierra Wireless Software Suite and Derivatives and all tangible materials and documentation relating thereto to Sierra Wireless or destroy them with evidence provided to Sierra Wireless.

3.3 Sections 2.2 – 2.5, 3.2, 4, 5, 6 and 7 shall survive the termination or expiration of this Agreement indefinitely.

4. Disclaimer of Warranty

4.1 THE LICENSEE ACKNOWLEDGES THAT THE SIERRA WIRELESS SOFTWARE SUITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY. SIERRA WIRELESS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE THIRD PARTY(IES) OWNING THE THIRD PARTY SOFTWARE DISCLAIM(S) ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT OF THE USE OF SUCH THIRD PARTY SOFTWARE IN CONNECTION WITH THE SIERRA WIRELESS SOFTWARE SUITE.

4.2 Licensee hereby agrees that Sierra Wireless shall not provide Licensee with any support for the Sierra Wireless Software Suite and Licensee acknowledges and agrees that it has no rights to any upgrades, modifications, enhancements or revisions that Sierra Wireless may make to the Sierra Wireless Software Suite. In the event Licensee uses a fix version of a Sierra Wireless software provided by Sierra Wireless and identified by Sierra Wireless under the reference that starts from the last alphabet letter (Z then Y...), the Licensee acknowledges that this fix version is provided "AS IS" without any warranty of any kind and Sierra Wireless waives any responsibility resulting from the

use of this fix version with the Sierra Wireless Software Suite. Sierra Wireless makes no warranty that the Sierra Wireless Software Suite is compatible with such fix version.

5. LIMITATION/EXCLUSION OF LIABILITY

5.1 SIERRA WIRELESS SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST THE LICENSEE BY ANY THIRD PARTY, NOR SHALL SIERRA WIRELESS BE LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS, INTERRUPTION OF BUSINESS), HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT SIERRA WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.2 The Sierra Wireless Software Suite shall not be used within any Life Support System without the specific prior written consent of Sierra Wireless. A "Life Support System" is a product or system intended to support or sustain life which, if it fails, can be reasonably expected to result in significant personal injury or death.

6. Confidentiality

To protect certain Confidential Information, which may be disclosed by Sierra Wireless to the Licensee, the Licensee hereby agrees that:

- (a) The Licensee shall not disclose Confidential Information to any third party individual, corporation, or other entity without the prior written consent of Sierra Wireless and shall limit its disclosure to its employees and approved Contractors having a need to know such information. The recipient shall protect the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized dissemination or publication of the Confidential Information as the Licensee uses to protect its own confidential information of a like nature. In respect of the Source Code and Derivatives, the Licensee will execute or ensure the execution of procedures and measures as are reasonably necessary to maintain and protect the confidentiality and security of the Source Code and Derivatives. Such procedures and measures shall require that only a controlled group of identified individuals be permitted access to the Source Code and Derivatives within the Licensee/Contractor and that each member of such

controlled group be notified in writing of Licensee's obligations.

- (b) The Licensee shall have a duty to protect only that Confidential Information which is: (i) disclosed by Sierra Wireless in writing and is marked as confidential, or with a similar legend, at the time of disclosure; or (ii) disclosed by Sierra Wireless in any other manner and is identified as confidential at the time of disclosure. Notwithstanding the above, 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.
- (c) The obligations herein will not apply to any Confidential Information which is: (i) available to the public other than by breach of this Agreement by Licensee; (ii) rightfully received by Licensee from a third party without confidentiality limitations; (iii) independently developed by Licensee's employees without use of the Confidential Information or breach of this Agreement; (iv) known to Licensee prior to first receipt of same from Sierra Wireless, as evidenced in Licensee's records; or (v) is required to be disclosed pursuant to judicial order, lawful requirement of an administrative or governmental agency or by operation of law, but then only to the extent so ordered and provided recipient uses its best efforts to advise discloser at the earliest possible time prior to or immediately after such disclosure.

7. General Provisions

7.1 Entire Agreement, Amendment. This Agreement sets forth the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, warranties or representations, written or oral, between the Parties. No modifications, additions or deletions shall be binding upon either Party unless accepted in writing by an authorised representative of each Party. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such decision shall not affect the validity or enforceability of the remaining provisions of this Agreement.

7.2 Non Waiver. A waiver by either Party of any default shall not be deemed a waiver of future enforcement of that or any other

term but shall apply solely to the instance to which the waiver is directed.

7.3 Non Assignment. The Licensee shall not assign, sublicense or otherwise transfer this Agreement or its rights and obligations under it.

7.4 Controlling Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties shall use their best efforts to settle by way of direct negotiations any difference which may occur between them in connection with this Agreement. Any dispute or controversy arising between the Parties out of or in connection with this Agreement, whether during or after its term, shall be exclusively submitted to the exclusive jurisdiction of the commercial courts of Vancouver - BC - Canada.

Should you have questions regarding this Agreement, please write to webmaster@sierrawireless.com or Legal Department, Sierra Wireless Inc., 13811 Wireless Way, Richmond BC, Canada V6V 3A4.