

End-User License Agreement for AirLink® Edge Applications (Subscription Required)

ATTENTION: Please carefully read this Agreement.

By selecting “Agree” or “I accept the terms in the license agreement” and/or downloading, installing, activating and/or using this Software, you indicate that you have read, understood and accepted the provisions of this Agreement, and that you have the authority to enter into this Agreement on your own behalf or on behalf of the entity that you represent.

If you do not accept or agree to these provisions, or do not have the authority to enter into this Agreement, you may not install, activate or use the Software.

1. DEFINITIONS.

1.1 **Definitions.** In this Agreement:

- (a) “**Agreement**” means this End-User License Agreement for AirLink® Edge Applications.
- (b) “**Licensed Product**” means a Product that is covered by an active subscription for AirLink Complete, or another Semtech offering that expressly includes the right to use the Software.
- (c) “**Products**” means the Semtech AirLink® products with which the Software has been designed, and is intended, to work.
- (d) “**Semtech**” means Sierra Wireless, ULC, a Semtech company, and any legal entity or entities directly or indirectly controlling, controlled by, or under common control with Sierra Wireless, ULC. “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.
- (e) “**Semtech Software**” means Semtech’s software, any updates to it, and all Semtech and third-party proprietary documentation, including installation documents, provided by Semtech under the terms of this Agreement.
- (f) “**Software**” means, collectively, the Semtech Software and the Third-Party Software.
- (g) “**Third-Party Software**” means any software other than the Semtech Software, which Semtech is authorized to license to You, and is provided by Semtech under the terms of this Agreement.
- (h) “**You**” or “**Your**” means the person that accepts this Agreement or installs, activates, or uses the Software, and the entity that such person represents.

1.2 **Headings.** Headings have been inserted in these provisions for convenience of reference only and will not affect their construction.

2. TERM.

2.1 **Term.** This Agreement shall be effective from the date on which You accept these provisions (which you will be deemed to do if you install, activate, or use the Software), until the date on which this Agreement is terminated in accordance with Section 6.1 below (Termination).

3. LICENSE.

3.1 **Grant of License.** Subject to the terms of this Agreement, Semtech grants You a non-exclusive, non-transferable, license to install, execute and make a reasonable number of copies of, the Software, solely for the purpose of enabling and supporting use of Licensed Products.

3.2 **Restrictions on Use.** You may not:

- (a) use the Software or make copies of it or any part of it, other than as expressly permitted in this Agreement;
- (b) modify or create any derivative works of the Software;
- (c) publish or distribute, either directly or indirectly, all or part of the Software, or sell, assign, transfer, rent, lease, sublicense or distribute rights to the Software, in whole or in part;
- (d) translate, reverse engineer, decompile or disassemble the Software for any purpose including, without limitation, to create a derivative product or to translate, reverse engineer, decompile or disassemble the Products;

- (e) remove any proprietary notices, labels or license files from the Software;
- (f) use the Software in connection with any product not purchased directly from either Semtech or a Semtech-authorized distributor or reseller; or
- (g) use the Software in connection with any Product that is not a Licensed Product.

3.3 **Trial Period.** Some or all of the Software may be licensed on a trial basis. Your rights to use such Software are limited to the trial period. After expiration of any trial period, the license granted hereunder will terminate and You shall cease using the Software.

4. INTELLECTUAL PROPERTY.

4.1 **Intellectual Property.** The Software is protected by U.S., Canadian and international copyright and intellectual property laws. You acknowledge that the Semtech Software is the property of Semtech, and the Third-Party Software is the property of third parties and that, except for the limited rights granted under Section 3.1 above (Grant of License), You acquire no right, title or interest in or to the Software, including the source code and object code.

5. WARRANTY EXCLUSIONS.

5.1 **Warranties.** THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Notwithstanding the foregoing, this Agreement will not extinguish or modify any representations or warranties with respect to software that are expressly provided to You in a signed supply agreement relating to the supply of the Products, a signed software license agreement, or in Semtech's general terms and conditions of sale with respect to the Products.

5.2 **Damages.** IN NO EVENT SHALL SEMTECH BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SEMTECH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. 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 Agreement may not apply to You.

6. TERMINATION.

6.1 **Termination.** If You breach any of the material provisions of this Agreement, this Agreement shall terminate immediately without the need for Semtech to give notice, and You shall:

- (a) Immediately cease use of the Software; and
- (b) Promptly destroy or return the Software, as directed by Semtech, and provide Semtech with a certificate attesting that all of the Software has been returned or destroyed.

6.2 **Expiration of Subscription.** If a Product ceases to be a Licensed Product (e.g., because the applicable subscription expires or is terminated), the license granted under Section 3.1 shall immediately terminate for that Product, and You shall immediately cease use of the Software in connection with that Product.

6.3 **Survival of Certain Obligations.** The following provisions shall survive termination of this Agreement:

- (a) Article 1 above (Definitions);
- (b) Section 3.2 above (Restrictions on Use);
- (c) Article 4 above (Intellectual Property);
- (d) Article 5 above (Warranty Exclusions);
- (e) This Article 6 (Termination); and
- (f) Article 7 below (General).

7. GENERAL.

7.1 **Maintenance & Support.** Semtech may from time-to-time provide updates to the Software and provide support to You relating to Your use of the Software and the associated Products. Unless you have a separate support and maintenance agreement with Semtech, Semtech has no obligation to provide updates or support to You and may stop doing so at any time.

- 7.2 **Security.** You are responsible for (a) configuring the Software in accordance with industry best practices and any instructions or bulletins provided by Semtech, and (b) promptly installing any security updates to the Software that may be made available by Semtech. Semtech will not be responsible for any loss of security caused or contributed to by your failure to properly configure the Software or install software security updates.
- 7.3 **Export Control.** You warrant that You shall not, without the prior written consent of all of the appropriate governmental regulatory bodies, transmit directly or indirectly the Software or any immediate product (including processes and services) produced directly by the use of the Software, to any location to which the transmission is prohibited by the government of Canada, the government of the United States of America or the government of the location to which You intend to transmit the Software.
- 7.4 **Governing Law & Disputes.** This Agreement shall be governed by the substantive laws of the State of New York (without giving effect to the conflict of law principles thereof), and the parties expressly consent to the non-exclusive jurisdiction of the state and federal courts located in New York City to hear any dispute relating to this Agreement.
- 7.5 **Injunctive Relief.** You acknowledge that any use of the Software in a manner not authorized by this Agreement would cause Semtech irreparable harm that could not be fully remedied by monetary damages. You agree that Semtech shall have the right to obtain injunctive or other equitable relief as may be necessary to prevent the unauthorized or unlawful action, and You waive any right that a bond be posted in connection with the granting of the injunctive or other equitable relief.
- 7.6 **Severability.** Any provision of this Agreement which is, or is deemed to be, unenforceable in any jurisdiction shall be severable from this Agreement in that jurisdiction, without in any way invalidating the remaining provisions of this Agreement and any such unenforceability in that jurisdiction shall not make that provision unenforceable in any other jurisdiction.
- 7.7 **Modifications.** This Agreement shall not be modified except by a document signed and made part of this Agreement by an authorized signing officer of Semtech.
- 7.8 **Waiver.** A waiver of any right, obligation or default will 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.
- 7.9 **Notices.** All notices shall be in writing, shall be signed by the party giving notice, and shall be effective on receipt. If a notice duly signed by the party giving notice is transmitted to the other party as a pdf attachment to an e-mail, the pdf attachment will be deemed an executed original of the notice and of such signature.
- 7.10 **Assignment.** You may not assign this Agreement, in whole or in part, or any rights under it, without the prior written consent of Semtech.
- 7.11 **Entire Agreement.** This Agreement constitutes the entire agreement between You and Semtech on the subject matter and supersedes any agreement or understanding, written or oral, made prior to the date on which You download the Software. Notwithstanding the foregoing, if the parties have signed an agreement that expressly addresses the licensing of the same Software, such agreement will prevail over this Agreement to the extent there is any conflict. Any terms and conditions provided by You, including any terms and conditions that may be included in or referred to in any purchase order, are expressly rejected by Semtech, and will not govern the use of the Software, nor be binding on Semtech, even if Semtech accepts or acknowledges such purchase order or provides the applicable Software.

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