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- 7.3 Export Restrictions. You agree that you will not export or re-export the Software Product, or any part thereof, or any process or service that is the direct product of the Software Product (the foregoing collectively referred to as the “**Restricted Components**”), to any country, person, entity or end user subject to U.S. export restrictions. You specifically agree not to export or re-export any of the Restricted Components (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the Restricted Components back to such country; (ii) to any end-user who you know or have reason to know will utilize the Restricted Components in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government. You warrant and represent that no U.S. federal agency has suspended, revoked, or denied your export privileges.
- 7.4 Remedy. You acknowledge that any actual or threatened breach of Section 1.2, 1.3 or 5 constitutes immediate, irreparable harm to Company, for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any action is brought to enforce this Agreement, the prevailing party will be entitled to receive its reasonable attorney’s fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 7.5 Assignment. You may not assign or transfer any of the rights or obligations under this Agreement to any third party, under operation of law or otherwise, without the prior written consent of Company. Any attempted transfer in violation of the foregoing will be null and void. If you undergo any change in control, such change in control shall be deemed an assignment for purposes of this Agreement.
- 7.6 Notice. All notices to Company under this Agreement must be in writing and will be effective (i) upon personal delivery, (ii) two (2) business days after sending by air courier or electronic means, or (iii) three (3) business days after deposit in the U.S. Post Office, certified mail, return receipt requested, to the following address or another address designated by Company: Novatel Wireless, Inc., 9645 Scranton Road, San Diego, CA 92121 (fax: 858-812-3412).
- 7.7 Miscellaneous. All waivers must be in writing and signed by an authorized representative of the party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement, or the application of any such provision to any person or set of circumstances, is determined to be invalid, unlawful, void, or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void, or unenforceable, will not be impaired or otherwise affected, and will continue to be valid and enforceable to the fullest extent permitted by law. This Agreement (along with the Distribution Agreement, if any) sets forth the entire agreement and final understanding of the parties relating to the subject matter hereof and supersedes and terminates all prior or contemporaneous agreements and understandings between the parties relating to the subject matter hereof. This Agreement may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed by the authorized representative of each party and delivered on behalf of each party.

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QUALCOMM: GOBI 1000 & GOBI 2000 SDK

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3.The term “Gobi Module” means a Qualcomm Gobi PCI Express mini data card module which contains Qualcomm’s Gobi multi-mode embedded mobile wireless solution.

4.The term “Effective Date” means the date upon which You click the “I Agree” box below.

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Sierra Wireless: Sierra GSM and CDMA SDK

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(c) “Products” means the SIERRA products with which the Software has been designed, and is intended, to work;

(d) “Purpose” has the meaning set out in Section 3.1 below (Grant of Licence);

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(ii) YOU can show, by written records, that the employees of YOU or a Sub-Contractor have independently developed the Software without access to the Software;

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(iv) YOU disclose the Software pursuant to the order of a court or administrative body of competent jurisdiction or a securities regulator, if YOU notify SIERRA of the order at the earliest reasonable opportunity so that SIERRA can contest the disclosure.

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5.3 Feedback. SIERRA shall have all right, title and interest in and to all suggestions, ideas, concepts, comments and feedback that YOU provide to SIERRA regarding the Products and Software.

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6.1 YOU acknowledge that, except as agreed elsewhere by SIERRA in writing:

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7.2 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 setout in this Agreement may not apply to YOU.

8. TERMINATION.

8.1 Termination. If YOU, a Sub-Contractor or a distributor retained by YOU, breach any of the material provisions of this Agreement, this Agreement shall terminate immediately and without the need for SIERRA to give notice, and YOU shall:

(a) immediately cease use of the Software, and direct any third parties, including Sub-Contractors and YOUR distributors, to whom YOU have provided the Software to immediately cease use of the Software;

(b) immediately cease all reproduction and distribution of applications or other software developed that references elements of the Software; and (c) promptly destroy or return the Software, as directed by SIERRA, and provide SIERRA with a certificate attesting that all of the Software has been returned or destroyed.

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

- (a) Section 1.1 above (Definitions);
- (b) Section 3.3 above (Restrictions on Use);
- (c) Article 4 above (Confidentiality);
- (d) Article 5 above (Intellectual Property);
- (e) Article 6 above (Upgrades & Support);
- (f) Article 7 above (Warranty Exclusions);
- (g) this Article 8 (Termination); and
- (h) Article 9 below (General).

9. GENERAL.

9.1 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 or the government of the United States of America.

9.2 Governing Law & Disputes. All claims or disputes arising hereunder or in connection with this Agreement shall be submitted to arbitration before a single arbitrator under the rules of The American Arbitration Association. The laws of the State of California and the laws of the United States applicable therein shall govern all such claims or disputes (without giving effect to principles of conflicts of laws). The location of the arbitration shall be San Diego, California.

9.3 Injunctive Relief. YOU acknowledge that any use of the Materials in a manner not authorized by this Agreement would cause SIERRA irreparable harm that could not be fully remedied by monetary damages. So, YOU agree that SIERRA 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.

9.4 **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.

9.5 Modifications. This Agreement shall not be modified except by a document signed and made part of this Agreement by an authorized signing officer of Sierra Wireless.

9.6 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.

9.7 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 by facsimile or as a pdf attachment to an email, the facsimile transmission or pdf attachment will be deemed an executed original of the notice and of such signature.

9.8 Assignment. YOU may not assign this Agreement, in whole or in part, without the prior written consent of SIERRA.

9.9 Entire Agreement. Unless otherwise agreed in a written document executed by the parties, this Agreement constitutes the entire agreement between the YOU and SIERRA on the subject matter and supersedes any agreement or understanding, written or oral, made prior to the date on which YOU download the Software.

SourceForge: Windows Installer XML (WIX)

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Jean-loup Gailly and Mark Adler: Zlib Compression Library

zlib.h -- interface of the 'zlib' general purpose compression library version 1.2.3, July 18th, 2005

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