

# ***Important Information***

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## *Important Message From Clearwire*

If you use a third-party application, the application may collect your personal information or require Clear Wireless LLC (which, together with its affiliates, shall be referred to hereinafter as "Clearwire") to disclose your customer information, including location information (when applicable), to the application provider or some other third party. Clearwire's policies do not apply to these third-party applications. Please check the application's terms of use and/or the application provider's policies for more information about how the application will collect, access, store, use or disclose your information. Terms of use and other policies usually are available on the application provider's website. If you aren't comfortable with the application's policies, please don't use the application. If you have questions about Clearwire's Privacy Policy, please visit [www.clear.com](http://www.clear.com) and click on the "Your Privacy Rights" link located near the bottom of the home page for that website.

## *Regulatory Notices*

The design of the "Clear Spot 4G+" wireless modem card, which also is known as the Sierra Wireless AirCard® W801 (the "Device"), complies with U.S. Federal Communications Commission (FCC) guidelines respecting safety levels of radio frequency (RF) exposure for mobile devices, which in turn are consistent with the following safety standards previously set by U.S. and international regulatory bodies:

- ANSI / IEEE C95.1-1999, **IEEE Standard for Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3kHz to 300 GHz**
- National Council on Radiation Protection and Measurements (NCRP) Report 86, 1986, **Biological Effects and Exposure Criteria for Radio Frequency Electromagnetic Fields**
- International Commission on Non-Ionizing Radiation Protection (ICNIRP) 1998, **Guidelines for limiting exposure to time-varying electric, magnetic, and electromagnetic fields (up to 300 GHz)**

FCC ID: N7N-MHS801

**RF Exposure** – The Device is authorized for use solely in a mobile application. At least 20 cm (i.e., 8 inches) of distance separating the Device from the user's body must be maintained at all times.

**WARNING (EMI) - United States FCC Information** – The Device has been tested and found to comply with the limits for a Class B computing device peripheral, pursuant to Parts 15 and 27 of the FCC rules. These limits are designed to provide reasonable protection to the user against harmful interference in a residential installation.

The Device generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions for the Device, may cause harmful interference to radio communications. However, neither Sierra Wireless nor Clearwire is able to guarantee that such interference will not occur in a particular installation.

If the Device does cause harmful interference to radio or television reception, which can be determined by turning the Device off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the Device and the receiver.
- Connect the Device and the receiver into separate outlets that are not part of the same circuit.
- Consult the dealer or an experienced radio/TV technician for professional assistance.

The Device complies with Parts 15 and 27 of the FCC Rules. Operation of the Device is subject to the condition that the Device does not cause harmful interference.

## *Limitation of Liability*

The information contained in this “Important Information” document is subject to change without notice and does not represent any commitment on the part of Sierra Wireless or Clearwire. SIERRA WIRELESS, ITS AFFILIATES, AND CLEARWIRE EACH HEREBY SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL: (A) DIRECT, INDIRECT, SPECIAL, GENERAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION FOR LOSS OF PROFITS OR REVENUE OR OF ANTICIPATED PROFITS OR REVENUE ARISING OUT OF THE USE OR INABILITY TO USE THE DEVICE, EVEN IF SIERRA WIRELESS, ITS AFFILIATES, AND/OR CLEARWIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE; OR (B) CLAIMS BY ANY THIRD PARTY.

Notwithstanding the foregoing, in no event shall the aggregate liability of Sierra Wireless, its affiliates, and/or Clearwire arising under or in connection with the Device, regardless of the number of events, occurrences, or claims giving rise to liability, exceed the price paid by the original purchaser of the Device.

## *Important Notice*

Because the nature of wireless communications, transmission, and reception of data can never be guaranteed, it is possible that data communicated or transmitted wirelessly may be delayed, corrupted (i.e., contain errors), or totally lost. Although significant delays or losses of data are rare when wireless products such as the Device are used in a normal manner with a well-constructed network, the user is strongly encouraged never to use the Device in any situation(s) where failure to transmit or receive data could result in property damage or loss or in personal injury of any kind (including death) to the user or to any other party. Neither Sierra Wireless nor Clearwire accepts any responsibility whatsoever for damages of any kind resulting from (a) any delays or errors in data transmitted or received using the Device or (b) any failure of the Device to transmit or receive such data.

## *Safety and Hazards*

Under no circumstances should the Device be used in any areas (a) where blasting is in progress, (b) where explosive atmospheres may be present, or (c) that are near (i) medical or life support equipment or (ii) any equipment which may be susceptible to any form of radio interference. In such areas, the Device **MUST BE POWERED OFF AT ALL TIMES** (since the Device otherwise could transmit signals that might interfere with such equipment).

In addition, under no circumstances should the Device be used in any aircraft, regardless of whether the aircraft is on the ground or in flight. In any aircraft, the Device **MUST BE POWERED OFF AT ALL TIMES** (since the Device otherwise could transmit signals that might interfere with various onboard systems on such aircraft).

Furthermore, under no circumstances should the Device be used by the driver or operator of any vehicle. Such use of the Device will detract from the driver's or operator's control of that vehicle. In some jurisdictions, use of the Device while driving or operating a vehicle constitutes a civil and/or criminal offense.

## *One-Year Limited Warranty*

THE DEVICE IS PROVIDED TO YOU UNDER THE FOLLOWING TERMS AND CONDITIONS THAT CONTAIN LIMITATIONS ON WARRANTIES AND LIABILITIES AND LIMITATIONS ON YOUR REMEDIES. BY USING THE DEVICE AT ANY TIME AND IN ANY MANNER, YOU HEREBY AGREE TO, AND WILL BE BOUND BY, EACH OF THE FOLLOWING TERMS AND CONDITIONS:

Sierra Wireless hereby offers to solely the original end-user/purchaser of the enclosed Device, as manufactured by (or on behalf of) Sierra Wireless and as provided to such purchaser by Clearwire, a personal, non-transferable, limited warranty (the "**Limited Warranty**") that: (a) the Device will be of good quality and free from defects in design, materials, workmanship, and manufacture under normal use and service; (b) all materials, parts, components, and other items incorporated in the Device will be new; and (c) the Device will substantially comply with, and perform substantially in accordance with, its specifications, for a period that expires one (1) year from the original purchase date of the Device (the "**Warranty Period**").

During the Warranty Period, if Sierra Wireless determines that the Device is defective under a proper Limited Warranty claim, then Sierra Wireless will, at its sole discretion, either: (a) pay parts and labor charges for the repair of the Device, or (b) replace the Device with a new or rebuilt unit (which unit may use refurbished parts of substantially similar quality and functionality), provided that the defective Device is returned to a Sierra Wireless-authorized service center for the Device, transportation charges prepaid, and is accompanied by written proof of purchase in the form of a bill of sale or receipted invoice indicating that the Device was purchased by you and is being returned within the Warranty Period. After the expiration of the Warranty Period, you are responsible for paying all parts and labor charges, and all related shipping charges, to repair or replace the Device.

With respect to any Device that satisfies the criteria for repair or replacement as set forth in the immediately preceding paragraph, the Limited Warranty covering that Device shall continue to apply through the later of (1) that date which is ninety (90) days after the date the Device is returned to you or (2) the balance of the Warranty Period.

The Limited Warranty does not cover and is void with respect to: (a) Devices which have been improperly installed, improperly maintained, repaired in any manner (other than by Sierra Wireless or by a Sierra Wireless-authorized service center pursuant to the above-set forth provisions of this One-Year Limited Warranty section), or opened, modified, or altered in any manner (other than by Sierra Wireless or by a Sierra Wireless-authorized service center pursuant to the above-set forth provisions of this One-Year Limited Warranty section); (b) Devices which have been subject to misuse (including through use of the Device with hardware which is electrically or mechanically incompatible with the Device), abuse, accident, physical damage, abnormal operation, improper handling or storage, neglect, exposure to fire or water or excessive moisture or dampness, or extreme changes in climate or temperature; (c) Devices which have been damaged due to fire, flood, acts of God, or other acts which are not Sierra Wireless' fault and which the Product is not expressly specified to tolerate; (d) cosmetic damage; (e) Devices which have been operated outside of published maximum ratings; (f) any costs involved with the installation, removal, or reinstallation of the Device; (g) signal reception problems (unless caused by a defect in material(s) or workmanship); or (h) Devices on which warranty stickers or serial numbers have been removed, altered, or rendered illegible by anyone.

The Limited Warranty is not transferable to any third party, including without limitation to any subsequent purchaser or owner of the Device. Any transfer or resale of the Device will automatically and immediately terminate Sierra Wireless' Limited Warranty covering the Device.

The Limited Warranty is valid solely in the United States of America, and without limiting anything contained in this One-Year Limited Warranty section, specifically does not cover customer education, instruction, installation, setup adjustments, or signal reception problems.

REPAIR OR REPLACEMENT, AS PROVIDED FOR UNDER THE LIMITED WARRANTY, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SIERRA WIRELESS NOR CLEARWIRE MAKES ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE DEVICE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE. The Limited Warranty gives you specific rights, and you potentially may have additional rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages; therefore, some or all of the foregoing exclusions may not apply to you.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE DEVICE IS ASSUMED BY YOU. NEITHER SIERRA WIRELESS, CLEARWIRE, NOR ANY DISTRIBUTOR, RESELLER, SUPPLIER, AGENT, OFFICER OR DIRECTOR OF EITHER SUCH ENTITY, SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR: (A) ANY DAMAGES CAUSED IN ANY MANNER, INCLUDING WITHOUT LIMITATION ANY TYPE OF DIRECT, INDIRECT, INCIDENTAL, SPECIAL, GENERAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (E.G., DAMAGES FOR LOSS OF REVENUE OR PROFIT, DAMAGES TO PROPERTY OR PERSONS, DAMAGES FOR LOST OR DAMAGED DATA, DAMAGES FOR OTHER COMMERCIAL OR ECONOMIC LOSS, ETC.), EVEN IF ANY SUCH AFOREMENTIONED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY SUCH DAMAGES ARE FORESEEABLE; OR (B) ANY CLAIMS BY ANY THIRD PARTY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, UNDER NO CIRCUMSTANCES SHALL THE MAXIMUM AGGREGATE LIABILITY OF ANY OF THE AFOREMENTIONED PERSONS EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE DEVICE. THE LIMITATIONS SET FORTH IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE, OR FAILURE IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

In the event that (1) the Device, as manufactured by Sierra Wireless and provided to the user by Clearwire, is found to infringe any third-party U.S. or Canadian patent, trade secret, copyright, trademark, service mark, or other intellectual property or proprietary right and/or (2) the use of the Device is enjoined by a court of competent jurisdiction, then Sierra Wireless will, at its sole option, either: (a) procure for you the right to use the Device; (b) modify the Device so that it becomes non-infringing while still affording substantially equivalent functionality and performance; or (c) if neither of the foregoing options is reasonably available, refund to you all amounts paid by you for the infringing Device, as depreciated on a straight-line basis over a three (3)-year period. Notwithstanding anything contained in the immediately preceding sentence, under no circumstances will either

Sierra Wireless or Clearwire have any liability or obligation to you to the extent that any such infringement is caused by, or based upon: (i) the use of the Device in any application or environment, or on any platform, or with any other device(s) for which the Device was neither designed nor contemplated; (ii) any modifications, alterations, combinations, or enhancements of the Device that were not created by Sierra Wireless; (iii) any third party-defined feature that Sierra Wireless or Clearwire incorporates into the Device at the request of such third party; or (iv) your failure to install onto the Device any corrections or enhancements made available by Sierra Wireless that maintain substantially equivalent or better functionality and performance of the Device, to the extent that such correction or enhancement would have avoided the infringement claim. Sierra Wireless' liability and obligations hereunder with respect to any such alleged infringement do not apply to any such alleged infringement occurring after you have received written notice of the alleged infringement. THE FOREGOING REMEDIES AND PROVISIONS WITH RESPECT TO ANY SUCH ALLEGED INFRINGEMENT ARE IN LIEU OF ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED, AND THE FOREGOING REMEDIES AND PROVISIONS WITH RESPECT TO ANY SUCH ALLEGED INFRINGEMENT SET FORTH THE ENTIRE LIABILITY OF SIERRA WIRELESS AND/OR CLEARWIRE FOR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS BY THE DEVICE.

If any provision of this "Important Information" document is determined to be invalid or unenforceable in any jurisdiction, then such invalidity or unenforceability of that provision will not affect (a) the validity or enforceability of the remaining provisions in any jurisdiction or (b) the validity or enforceability of that particular provision in any other jurisdiction.