



General Terms and Conditions of Sales of u-blox AG

- 1. General:** Unless otherwise expressly agreed in writing, all offers, orders, shipments, uses of u-blox's firmware, software and hardware ("Products"), as well as all support and data services such as e.g. AssistNow Online, AssistNow Offline or CellLocate ("Data Services") and third party software provided by u-blox ("Third Party Software", e.g. RIL Software) are governed by these general terms and conditions ("General Terms and Conditions"). Any terms and conditions stipulated by the Customer which are different from the General Terms and Conditions shall be valid only if expressly agreed by u-blox in writing. These General Terms and Conditions constitute the entire, complete and exclusive agreement between u-blox and the Customer ("the parties"). By taking delivery of Products or Third Party Software or by using support or Data Services, Customer accepts these General Terms and Conditions. Orders shall not be effective until they are confirmed by u-blox's order confirmation.
- 2. Conditions of Use:** u-blox grants Customer a non-exclusive, non-transferable, worldwide license to use the u-blox software provided to Customer to the extent necessary to operate and use the u-blox hardware. u-blox application software may be modified and sublicensed to the extent necessary for Customer and its own customers to operate and use the Products. Except where Customer is a distributor, the resale of standalone Products is strictly prohibited. It is, unless expressly authorized in this Clause 2 or by mandatory provisions of law, forbidden to decompile, to detect the source code or the underlying user interface techniques or algorithms of the software, to change, reproduce or develop the software, to take action that would cause the software to be placed in the public domain or open source community or general public libraries, or to reproduce, change or reverse engineer the hardware. The software and the Third Party Software provided by u-blox is licensed pursuant to the applicable license terms identified hereunder, in a separate agreement, in the applicable source code file(s) and/or file header(s) provided in/with the software, respectively the Third Party Software, or in the open source software terms as published on www.u-blox.com (Terms & conditions), which may be amended by u-blox from time to time. u-blox's Products may not be used in weapons and weapon systems (e.g. systems for identifying targets or for the guidance of missiles, bombs or bullets), including for testing and simulation of such weapon systems. u-blox's Products are not intended for use as critical components in or in combination with (a) automated driving assistance device or system in any automotive application and mechanism, or (b) any kind of medical life-saving or life support device or system (including any device or system that is intended for surgical implant into the human body or to support or sustain life) and whose malfunction or failure to perform may result in significant injury or death to the user, or (c) any nuclear facilities, or (d) any air traffic control device, application or system, or (e) any other device, application or system where it is reasonably foreseeable that failure of the Product(s) as used in such device, application or system would lead to death, bodily injury or property damage. A component is critical when its malfunction or failure to perform may cause the failure of a device or system, or may affect the effectiveness of such device or system. Any use for which u-blox Products are not intended for is at customer's risk and customer shall indemnify u-blox from claims resulting from such use. Cellular Products are furthermore subject to Use Restrictions as defined below.
- 3. Price:** All prices and charges are exclusive of VAT, other taxes, withholding tax, duties, bank charges and fees. u-blox reserves the right to modify prices for Products not yet shipped if the raw material prices have significantly changed and shall notify the Customer thereof as soon as possible. Customer specific packaging is subject to extra charge. Shipment costs shall be charged by u-blox at u-blox's standard rates if no valid account number with an express carrier/package delivery company is specified by Customer in the order.
- 4. Payment Terms:** Payment is due thirty (30) days from the date of invoice. If the Customer delays payment, it shall be liable, without further notice, for default interest at the rate of six (6) % p.a. above the actual base rate of the Swiss national bank. Cheques and money drafts do not constitute payment until they have cleared. Payments other than by cheque or wire transfer require a five (5) % handling fee of the total amount. All bank charges for wire transfer must be borne by the Customer. u-blox may at any time prior to shipment demand advance payment, or satisfactory security, such as a confirmed and irrevocable letter of credit or a bank guarantee (in the format specified by u-blox) to ensure payment.
- 5. Delivery/Risk:** Delivery is either FCA Thalwil (Switzerland), FCA Flextronics premises in Althofen (Austria) or FCA Amkor ATP 3 premises in Biñan (Philippines), Incoterms 2010. Products are shipped by u-blox at Customer's cost and risk to the address indicated in the order. Shipments are in multiples of minimum order quantity ("MOQ") as applicable for each Product type. For quantities below MOQ a surcharge applies. Late delivery shall not justify termination of the order. Partial delivery is allowed. u-blox may suspend the delivery of an order i) for the time period during which the value of an order and any outstanding invoices are not covered by the Customer's credit line as established by u-blox credit insurance on the shipment date or ii) if payments are overdue. u-blox may cancel a suspended order if the value of the order (together with any outstanding invoices) is not covered by u-blox' credit insurance within a period of three (3) months after the originally confirmed delivery date. u-blox shall inform Customer prior to any cancellation of an order, if the placement of an order is exceeding u-blox's credit insurance limit.
- 6. Call-off Order:** Under a call-off order the Customer is obliged to call-off the total order volume within one (1) year after the date of u-blox's call-off order confirmation. Under a "mix and match" order, the Customer is given the option to choose which Products he calls-off, under the condition that he calls-off within one (1) year the total quantity of Products defined in the call off-order confirmation. Delivery dates cannot be changed without u-blox's written approval. In case Customer does not call-off the entire quantity within the relevant time period, a cancellation charge of fifty (50) % of the order price for the outstanding quantity shall apply.
- 7. Order Changes and Cancellation:** The delivery date of a confirmed order can be postponed by Customer to a new delivery date up to one (1) month after the original delivery date, provided the Customer notifies u-blox in writing no later than eight (8) weeks prior to the original confirmed delivery date. In the event Customer cancels all or part of a confirmed order (including under a call-off orders), Customer agrees to pay a cancellation charge of fifty (50)% of the order price.
- 8. Incoming Inspection:** Customer shall perform incoming inspection as necessary to ascertain that the Products shipped correspond to the order confirmation. Customer may reject those Products that do not correspond to the order confirmation within five (5) business days from the receipt of shipment. In the event Customer does not reject the Products within the five (5) business day period, Customer shall be deemed to have accepted the delivered Products in full.
- 9. Warranties:** u-blox's Product warranty applies for a period of twelve (12) months from the date of delivery for any proven defects due to bad material or poor workmanship of u-blox's hardware. Under the warranty, u-blox undertakes, at its sole discretion, to repair or, replace the defective hardware or to reimburse the purchase price for the defective hardware. It is the Customer's responsibility to arrange and pay the return shipment of the defective hardware to u-blox. Return shipment will only be accepted if such shipment is in accordance with the conditions of u-blox's Return Material Authorization (RMA) Request form. Repaired or replaced hardware will be warranted hereunder only for the remaining portion of the original warranty period. Any guarantee or additional warranty, implied warranty (merchantability or fitness for a particular purpose) or any return due to reasons other than the above-mentioned is expressly excluded. Any removed hardware shall become u-blox's property. The Customer shall bear the associated costs of replacement of any defective hardware (i.e. removing, transporting and reinstalling). Excluded from u-blox's warranty are all defects, which result from normal wear and tear or damaging external influences (e.g. electromagnetic, electrolytic, chemical, weather, air pollution), unapproved repairs, improper maintenance or storage, failure to observe the user manual and mounting instructions, excessive loading, inappropriate or insufficient testing, inappropriate material or processes, failure to implement updates or upgrades of firmware or software as recommended by u-blox. Before mass-production, Customer shall perform tests as necessary to assure that the Products are fit for the purpose intended by the Customer. u-blox's warranty applies only to Products that are identified as "Initial Production", "Mass Production" or "End of Life" and not to samples. The warranty terminates upon the Customer's breach of any obligation under the General Terms and Conditions. A warranty claim must be made within three (3) days after discovery of the defect by Customer, otherwise u-blox's warranty coverage shall not apply. Data Services and support are provided on an "as is" basis and u-blox, its affiliates and third party licensors expressly disclaim all warranties, whether express, implied or statutory.
- 10. Standard Essential Patents:** Subject to the conditions and limitations of these General Terms and Conditions, u-blox shall cover the Customer for any claim brought against the Customer provided such claim is alleging the Product purchased by the Customer directly from u-blox has infringed patents which are essential "Standard Essential Patents" for the 2G, 3G and/or 4G standards (as defined below) as follows: If a third party raises a justified claim against Customer within five (5) years of the date of delivery by u-blox, u-blox shall enter into negotiations with the third party in order to obtain a fair, reasonable and nondiscriminatory (FRAND) license from the third party for the Products. u-blox has no obligation to enter into such negotiations if (i) the owner of the Standard Essential Patent claims royalties from downstream users and not from module manufacturers or ii) Use Restrictions defined hereunder are infringed or, iii) the Customer has been granted a license for such Essential Patents. In circumstances mentioned under (i), u-blox shall indemnify Customer up to the amount of a fair, reasonable and nondiscriminatory license fee which the owner of the Standard Essential Patent would obtain directly from u-blox for the infringement by u-blox's Product. Customer represents not to have a license for Standard Essential Patents and shall indemnify u-blox in case of any breach of this representation.

u-blox will only cover the Customer if the Customer (a) gives u-blox prompt written notice of any alleged or threatened claim, (b) allows u-blox on its request to control the defense and/or settlement of such claim, (c) does not make any admission as to liability or agree to any settlement without first obtaining u-blox's written consent and (d) provides to u-blox all reasonable cooperation and information as may be requested by u-blox.

u-blox shall not cover the Customer with respect to any claims arising out of or relating to either (a) the use or incorporation in the Product of any design, technique or specification originating from, furnished or requested by the Customer if the infringement would not have occurred without such use or incorporation (b) the



combination by Customer of the Products (or elements thereof) or incorporation into the Products (or elements thereof) of any other product, software or subassembly if the infringement would not have occurred without such combination or incorporation (c) Customer not complying with any method or process in which the Products must be used (but this shall not apply when the Products are used by Customer on a standalone basis) (d) the modification of the Product by the Customer or any person or entity other than u-blox, if the infringement would not have occurred without such modification (e) any suit or allegation initiated by Customer (by way of example a counter claim), (f) Customer's failure to use Products or instructions provided by u-blox that would have avoided the infringement or (g) the use of the Products by Customer other than as permitted in the General Terms and Conditions and any related documentation.

This Clause 10 states the entire liability and obligation of u-blox and the exclusive remedy of the Customer with respect to any alleged or actual infringement of patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

11. Cellular Product Use Restrictions

"2G" means one or more of the following standards: GSM, GPRS, EDGE.

"3G" means one or more of the following wireless air interface standards: the CDMA2000 family of standards (e.g., CDMA2000 1xRTT, 1xEV-DO, 1xEV-DO Rev. A, 1xEV-DO Rev. B.), WCDMA (e.g., UMTS, HSDPA, HSUPA, HSPA+), TD-CDMA and TD-SCDMA and any revisions or updates to any of the foregoing. Each 3G standard includes one or more 2G standards, except the CDMA2000 family of standards.

"4G" means (i) any and all future releases (beginning with Release 8) of the OFDM-based standard resulting from the Long Term Evolution (LTE) project and the Long Term Evolution Advanced (LTE Advanced) project, each within the 3rd Generation Partnership Project (3GPP) and all improvements and revisions thereto.

"Embedded Application" means the use of any assembly, module or modem card, including any 3G or 4G modem, embedded within another product in such a way that such assembly, module or modem card is not attachable to or detachable from such other product by an end-user consumer without the use of a tool.

A Cellular Product as indicated in u-blox's order confirmation is subject to the following use restrictions ("Use Restrictions"):

"2G M2M" means a 2G module that may only be used in and sold for use in applications without voice capability except as an ancillary feature not used in the normal mode of operations and must be physically integrated or connected into one or more of the following types of product categories: meter reading, vending machines, security & surveillance systems, traffic management or control, fleet or asset management systems, smart grid systems, industrial supervision and control systems, telematics, e-call, router, mobile tracking, people and animal tracking, standalone industrial PDAs, point of sale equipment, facsimile machines, photocopy machines, automated teller machines, health care monitoring devices, and similar M2M product categories. 2G M2M modules which use voice capability in the normal mode of operation may only be used in and sold for use in i) car phones and computers permanently wired into the car, ii) desktop phones or iii) fixed wireless terminals.

"2G Consumer" means a 2G module that must be physically integrated into a device which is a) designed, marketed or sold for use by individuals for entertainment, communications or productivity purposes and not for manufacture and whose primary functionality and use is not related to wireless voice communications and which falls in one of following product categories: cameras, pc card modems, USB sticks, PNDs, mobile computing, gaming, and similar entertainment, communication or productivity devices or b) a computer, including without limitation, a personal computer, laptop, tablet, e-reader, netbook, Mobile Internet Device (MID), or Ultra Mobile Personal Computer (UMPC).

"2G Handset", "3G Handset", "4G Handset" means a 2G, 3G or 4G module that must be physically integrated into a device marketed and sold for use in a terminal product in final form ready for use by the end user (or substantially completed in a partially or assembled form for final manufacturing, packaging, sale and distribution) that (a) contains the necessary hardware and/or software to enable voice communications (including without limitation using a cellular voice channel, VOIP, or otherwise) without the need to be coupled to another device (though the need to be coupled to a separate microphone or speaker, such as a Bluetooth earpiece (e.g., a watch phone) shall not disqualify a product from being a Handset); and (b) is designed to be easily carried on one's person (e.g., in one's hand, on one's wrist, on one's ear, or in one's pocket) or in one's vehicle. By way of example, Handsets include, without limitation, devices commonly referred to in the industry as low/voice centric phones, basic mobile phones, smart phones, feature mobile phones, enhanced phones, multimedia-centric phones.

"3G M2M", "4G M2M" means a 3G or a 4G module that is used only for permanent integration into a complete device or item of equipment for use and sold for use as: (1) utility meter, (2) vending machine, (3) cargo container, (4) ATM machine, (5) POS device, (6) remote monitoring, automation and control system, (7) digital sign or digital billboard, (8) portable health care device or medical apparatus used to treat a medical condition (e.g., a defibrillator), (9) alarm or security system, or (10) portable tracking devices that are primarily utilized to track people, pets, livestock, wildlife or goods, provided that all of the aforementioned equipment or devices (i) either (A) are data only (i.e. does not support two-way voice communications and does not provide or

incorporate any direct connectors and/or pins which are dedicated for audio input/output or a microphone or a means of interfacing a microphone (whether by wire or wireless connection) to such device), or (B) are only capable of transmitting and receiving two-way voice communications to and from a maximum of five (5) pre-programmed telephone numbers that can only be altered in a set-up mode, and which can be called i) automatically (for example in an emergency, accident or intrusion detection) and/or ii) manually after an activation period of no less than two minutes after the alteration of the telephone number (i.e. the pre-programmed telephone number cannot be called during such period) provided that the device is not a smart phone or other wireless telephone, and (ii) cannot provide a wireless hotspot for other subscriber devices by means of 3G, or 4G respectively, technology or other wireless technology.

"3G Telematics", "4G Telematics" means a 3G or a 4G module that is used only for permanent integration into a device which (i) is incorporated into and is not detachable from an automobile, truck, bus or ship, and (ii) is not capable of initiating or receiving 3G, or 4G respectively, communications unless such device is physically and electrically connected to an automobile, truck, bus or ship. A 3G or a 4G Telematics Module cannot be attached or detached from the vehicle by an end user consumer without losing the capability to initiate or receive wireless communication transmissions.

"3G Laptop", "4G Laptop" means a 3G or a 4G module that is used only for permanent integration into a complete end-user terminal that (i) is designed primarily for use as a personal computer, (ii) includes a keyboard with a minimum of 26 keys, (iii) has a non-foldable screen with a screen size of at least 7 inches diagonal (or across its largest dimension), (iv) weighs at least 12 ounces, and (v) includes a tracking/pointing stick, touch screen, rollerball or touchpad to move the cursor. The 3G or 4G Laptop Module cannot be attached or detached from the terminal by an end-user consumer without the use of a tool.

"3G Other", "4G Other" are 3G or 4G modules which do not fall into any of the above categories.

In-band modem features may only be used for emergency purposes.

Acknowledgment of Use Restrictions: Customer expressly acknowledges and agrees that (a) the Cellular Products purchased by Customer from u-blox may be used by Customer only for the limited purposes specified in the applicable Use Restriction(s), and (b) except as otherwise provided in this paragraph, the Products may not be resold by Customer on a standalone basis. Customer expressly acknowledges and agrees to use the Products strictly in compliance with such restrictions. If Customer is a distributor, then notwithstanding the foregoing, such distributor Customer acknowledges and agrees that it (i) will resell the Products to third parties only in accordance with the restrictions set forth above, and (ii) will include such restrictions in its agreements with such third party purchasers.

Audit: Upon u-blox's reasonable request, made at any time during a five (5) year period following delivery of Products, Customer agrees to provide u-blox with access to its books, records and customer contracts solely to enable u-blox to confirm that Customer has complied with the Use Restrictions set forth herein.

Third Party Beneficiary: The parties expressly acknowledge and agree that in the event of Customer's breach of the Use Restrictions, u-blox's Standard Essential Patent licensors shall be regarded as third party beneficiaries ("Third Party Beneficiary") solely for the purposes of enforcing the terms of this Clause. Furthermore u-blox may assign its right to collect any additional royalties owed to the Third Party Beneficiary who may collect such additional royalties directly from the Customer (instead of u-blox collecting such additional royalties on behalf of the Third Party Beneficiary).

12. Data Services: u-blox grants Customer a non-exclusive non-transferable, license to retrieve data from the u-blox servers and to transfer such data to Customer's servers or devices for the sole purpose of using such data in connection with a Product. Customer shall ensure that any system (e.g. Customer's servers) containing the data or access credentials are kept secure and inaccessible to unauthorized third parties. In any event of a breach of Customer's system, Customer shall notify u-blox immediately. Customer and its own customers are not permitted: (i) to make modifications or derivative works of the data or of the Data Services, (ii) to interfere with their performance, (iii) to use them in any illegitimate or illegal manner, or (iv) to reverse engineer, decompile, disassemble or otherwise attempt to discover their source code. u-blox reserves the right to refuse or interrupt the services for any reason such as maintenance, patches or upgrades and to disable or to completely deactivate any Customer access to the data without prior notification. Customer has the permission to use the relevant trademarks (such as AssistNow or CellLocate) to promote and describe the functionality of the Data Services, but only in connection with the integration of u-blox Products into Customer's products.

13. RIL Software License: In case Customer purchases u-blox cellular Products (2G, 3G, 4G modem modules family) and requires a license to use the radio interface layer ("RIL") Software ("RIL Software"), the following terms shall apply: u-blox grants Customer a worldwide, non-exclusive, non-transferable, perpetual, without the right to sublicense, free of charge license to compile the RIL Software's source code ("Source Code") into object code format in Customer's platform containing the Product for the development, production (including production by Customer's subcontractors), sale, distribution, support and demonstration of Customer products ("RIL Software License"). Customer, except where explicitly stated otherwise, furthermore acknowledges and agrees: (i) not to use, copy, modify, port, translate, or otherwise reproduce or create derivative works of the RIL Software without the prior written



permission of u-blox; (ii) not to decompile, disassemble, reverse engineer or attempt to reconstruct, identify, discover or disclose any Source Code, underlying user interface techniques or algorithms of the RIL Software; (iii) to reproduce the proprietary notices contained in the RIL Software and to include the applicable copyright notice each time the RIL Software is distributed; (iv) that it must have the appropriate licenses from operating system providers to develop and distribute products with the operating system; (v) to refrain from all illegal conduct and to fulfill all legal requirements placed upon Customer to perform its obligations hereunder; (vi) to not knowingly distribute the RIL Software to any person who infringes the copyright holder's rights to the RIL Software; (vii) to not distribute or provide access to the Source Code in the open source community or to provide it to general public libraries and to not knowingly take any action that would cause the Source Code to be placed in the public domain; (viii) to ensure the execution of reasonable measures to protect the confidentiality and security of the Source Code (including but not limited to: access only to a controlled group of individuals, no permission to work on development or modification of any competitive software, keep hard disk copies on password protected computers only, no transfer of soft copies across any Internet link except when password protected, keep all hard copies secured, immediately inform u-blox of any unauthorized use or disclosure, cooperate with u-blox to remedy such use or disclosure). In the event of a material violation of these provisions, which has not been cured within thirty (30) days of receipt of written notice from u-blox, u-blox shall be entitled to immediately terminate this license agreement. In such event, Customer shall immediately provide all Source Code to u-blox and certify compliance with these obligations. The RIL Software is delivered on an "as is" basis without warranty, representation or condition of any kind, including without limitation, the implied warranties or conditions of merchantable quality and fitness for a particular purpose. u-blox represents to Customer that, to the best of its knowledge, the RIL Software does not infringe any intellectual property rights of any third party. In no event shall u-blox or its licensors (including their respective licensors or suppliers) be liable for any loss of data, procurement costs, loss of revenues, loss of profits, loss of use or for any other consequential, indirect, exemplary, special or incidental damages arising under or in connection with this license, even if the other party has been advised of the possibility of such damages. Customer acknowledges that u-blox disclaims all liability of any nature to Customer's own customers, whether direct, indirect, incidental, consequential, arising out of the Customer's own customers' use of third party technology utilized with the RIL Software, and Customer agrees that Customer and its own customers shall have no claims against u-blox or its licensors (incl. their respective licensors or suppliers) whatsoever with respect thereto. This license agreement shall continue until terminated by u-blox in accordance with the aforementioned provisions or by Customer upon thirty (30) calendar days' prior written notice to u-blox. Each party shall return confidential information to the other within thirty (30) days from termination. Customer may dispose of RIL Software in Customer's inventory within a period of ninety (90) days. Termination of the General Terms and Conditions terminates all of Customer's license rights under this RIL Software License. Termination shall not affect Customer's right to develop, produce, sell, distribute, support and demonstrate its products containing the platform with the u-blox Product and the RIL Software in compiled object code form on the termination date. Customer acknowledges and agrees that the RIL Software and its documentation are confidential information of u-blox or its licensors (incl. their respective licensors or suppliers).

- 14. Liability:** u-blox excludes any liability for support and Data Services. u-blox's maximum cumulative liability under the General Terms and Conditions and under any order, order confirmation or delivery is limited to the lesser of CHF 100,000 or the total payment received by u-blox from Customer for the Products giving rise to the liability or indemnity obligation. Any liability which is not expressly mentioned under the General Terms and Conditions and any liability, without limitation, for indirect or consequential damages, loss of profit, irrespective of the grounds on which it is based (including late, partial or no delivery, infringement of intellectual property rights, tort, contract or strict liability), is excluded by u-blox to the maximum extent authorized by law. u-blox's liability applies only to Products that are identified as "Initial Production", "Mass Production" or "End of Life". Customer using or selling Products in devices or systems where malfunction can result in personal injury or casualties, do so at their own risk and agree to hold u-blox harmless from any claims, liabilities or damages as a consequence. The use or sale of Products in countries subject to different regulations and standards than those in force at u-blox's place of production, are at Customer's risk. u-blox reserves the right to control the defense and settlement of any claim, for which u-blox has an obligation to indemnify hereunder. u-blox shall not be liable for non, partial or bad performance due to any event beyond its reasonable control, including, but not limited to, acts of God, floods, wars, fires, material shortages of suppliers, changes in government rules and regulations.
- 15. Indemnification:** Customer shall indemnify and hold u-blox harmless against any and all damages, liabilities, penalties, fines, costs, and expenses, including attorneys' fees, arising out of claims, suit, allegations or charges of Customer's failure to comply with the General Terms and Conditions.
- 16. Ownership:** Ownership of the Hardware shall remain with u-blox until receipt of full payment. No intellectual property rights are assigned or sold.
- 17. Pledge or Lien:** The Customer shall have no pledge or lien on the Product prior to payment.
- 18. Technical Information:** Instructions, recommendations, data and drawings in summaries, brochures, datasheets, manuals, catalogues and on u-blox' website are not binding and do not constitute a warranty (express, implied or statutory). u-blox may modify such information at any time without notice.

- 19. Product Change Notification:** u-blox may change Products or discontinue a product according to its product change notification procedure.
- 20. Confidentiality:** Unless a confidentiality agreement applies between the parties (which shall take precedence), the following terms shall apply: technical, financial or commercial information (including the business relationship) disclosed by u-blox to Customer shall be treated by Customer as strictly confidential and may not be copied, modified or disclosed to third parties by Customer. u-blox reserves the right to share Customer's information with third parties in order to fulfill legitimate business interests or to comply with legal requirements (including but not limited to sharing with u-blox's auditors or u-blox's licensors' auditors, as required by a court order, subpoena or government investigation).
- 21. Termination:** Either party may terminate a quote, order or license upon the other party's insolvency, bankruptcy, liquidation or filing of any application therefore, seizure of the other party's assets or assignment to the benefit of its creditors. u-blox may terminate a quote, order and/or license with immediate effect in case of a material breach of the Customer's obligations (including but not limited to breach of Use Restrictions). u-blox may terminate a quote, order, delivery and/or license in case a third party claim prohibits u-blox to develop, produce, provide, sell or offer for sale a Product, software or license.
- 22. Export Control and Regulatory Requirements:** Customer represents that the Product will not be shipped to any countries subject to embargo, export controls or other restrictions under any applicable law or regulation and that he/she is not on a denied person or entity list. At u-blox' request, Customer will sign a letter confirming the above. Customer is obliged to comply with the regulatory requirements applying to each Product as indicated in the respective Product's documentation (e.g. U.S. FCC or IC regulations).
- 23. Assignment:** Customer is forbidden to assign its rights and/or obligations in part or entirely to a third party without u-blox's written approval.
- 24. Severability:** If any term of the General Terms and Conditions is or becomes illegal, invalid or unenforceable in any applicable jurisdiction, this shall not affect the legality, validity or enforceability of any other term of the General Terms and Conditions, and such term shall be replaced by the term that comes closest to its intended economic purpose to the maximum extent authorized by law.
- 25. Law and Jurisdiction:** All contracts between the Parties are subject to Swiss material Law excluding its conflicts of law provisions. The United Nations convention on contracts for the international sale of goods of 1980 shall not apply. In the event of any dispute, the place of venue shall be Zürich, Switzerland, except where u-blox raises a claim at the Customer's place of residence or at the place of delivery, whereupon the dispute shall be heard in the nearest court to such location.
- 26. Survival:** Clauses 2, 10 to 15, 20 and 22 to 26 shall survive termination of the General Terms and Conditions.

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