

AS FILED WITH THE SECURITIES AND EXCHANGE COMMISSION ON NOVEMBER 13, 2000

REGISTRATION NO. 333-42570

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

AMENDMENT NO. 6

TO

FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

NOVATEL WIRELESS, INC.
(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

DELAWARE
(STATE OR OTHER JURISDICTION OF
INCORPORATION OR ORGANIZATION)

4812
(PRIMARY STANDARD INDUSTRIAL
CLASSIFICATION CODE NUMBER)

86-0824673
(I.R.S. EMPLOYER
IDENTIFICATION NUMBER)

9360 TOWNE CENTRE DRIVE
SUITE 110
SAN DIEGO, CA 92121
(858) 320-8800
(ADDRESS, INCLUDING ZIP CODE, AND TELEPHONE NUMBER, INCLUDING
AREA CODE, OF REGISTRANT'S PRINCIPAL EXECUTIVE OFFICES)

JOHN MAJOR
CHIEF EXECUTIVE OFFICER
NOVATEL WIRELESS, INC.
9360 TOWNE CENTRE DRIVE
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SAN DIEGO, CA 92121
(858) 320-8800
(NAME, ADDRESS INCLUDING ZIP CODE, AND TELEPHONE
NUMBER INCLUDING AREA CODE, OF AGENT FOR SERVICE)

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APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC:

As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, check the following box. []

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____

If this form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [] _____

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box. []

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL

FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933 OR UNTIL THIS REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(a), MAY DETERMINE.

The information in this preliminary prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED NOVEMBER 13, 2000

7,000,000 Shares

[NOVATEL LOGO]

Common Stock

Prior to this offering, there has been no public market for our common stock. The initial public offering price of the common stock is expected to be between \$10.00 and \$12.00 per share. Subject to notice of issuance, our common stock has been approved for listing on The Nasdaq Stock Market's National Market under the symbol "NVTL".

The underwriters have an option to purchase a maximum of 1,050,000 additional shares to cover over-allotments of shares.

INVESTING IN OUR COMMON STOCK INVOLVES RISKS. SEE "RISK FACTORS" ON PAGE 5.

	PRICE TO PUBLIC -----	UNDERWRITING DISCOUNTS AND COMMISSIONS -----	PROCEEDS TO NOVATEL WIRELESS -----
Per Share.....	\$	\$	\$
Total.....	\$	\$	\$

Delivery of the shares of common stock will be made on or about
, 2000.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

CREDIT SUISSE FIRST BOSTON

U.S. BANCORP PIPER JAFFRAY

BANC OF AMERICA SECURITIES LLC

The date of this prospectus is , 2000

The inside front cover contains a graphic of our product portfolio.

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YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS DOCUMENT OR TO WHICH WE HAVE REFERRED YOU. NEITHER WE NOR THE UNDERWRITERS HAVE AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT. THIS DOCUMENT MAY BE USED ONLY WHERE IT IS LEGAL TO SELL THESE SECURITIES. THE INFORMATION IN THIS PROSPECTUS IS ACCURATE ONLY AS OF THE DATE OF THIS DOCUMENT.

DEALER PROSPECTUS DELIVERY OBLIGATION

UNTIL _____, 2000 (25 DAYS AFTER COMMENCEMENT OF THIS OFFERING), ALL DEALERS THAT EFFECT TRANSACTIONS IN THESE SECURITIES, WHETHER OR NOT PARTICIPATING IN THIS OFFERING, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS IS IN ADDITION TO THE DEALER'S OBLIGATION TO DELIVER A PROSPECTUS WHEN ACTING AS AN UNDERWRITER AND WITH RESPECT TO UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

PROSPECTUS SUMMARY

You should read the following summary together with the more detailed information regarding our company and financial statements appearing elsewhere in this prospectus. This prospectus contains forward-looking statements. The outcome of the events described in these forward-looking statements is subject to risks and actual results could differ materially. The sections entitled "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Business," as well as those discussed elsewhere in this prospectus, contain a discussion of some of the factors that could contribute to those differences.

OUR COMPANY

We are a provider of wireless data communications access solutions. We provide wireless data modems and software for use with handheld computing devices and portable personal computers. Our products enable professionals and consumers to access enterprise networks and the Internet "anytime, anywhere." We also provide wireless data modems which can be integrated into other devices for a wide range of vertical applications. We also offer provisioning, activation and systems integration services to our customers to facilitate use of our products.

We have a strong history of designing innovative wireless access products. We designed and delivered the first products to enable wireless connectivity for the Palm family of handheld computing devices. We have successfully developed and are continuing to develop solutions that enable our customers to wirelessly access data utilizing a wide range of mobile computing devices across a broad range of wireless data network technologies. Our current product portfolio includes the following:

- The Minstrel line of Wireless Modem cradles, for the Palm family of handheld computing devices, the Handspring family of handheld computing devices and the Casio E-15 Windows Pocket PC handheld device;
- The Merlin Type II PC Card, for portable and desktop personal computers (PCs);
- The Sage Wireless Modem, for portable and desktop PCs;
- The NRM-6812 and Expedite Wireless OEM Modem, for custom integration with computers and other devices; and
- The Lancer 3W Wireless Modem, for vehicle-mounted applications.

Our core modem technology is easily customized to address a broad range of vertical applications. Our customers include wireless telecommunications operators such as Verizon Wireless and AT&T Wireless, and wireless data content and service providers such as OmniSky Corporation, GoAmerica Communications Corp. and CreSenda Wireless. We also have original equipment manufacturer (OEM) customers such as @Road, Harvest/Coca-Cola and KeyCorp and we have entered into strategic technology and development relationships within the wireless communications industry with Intel Corporation, Hewlett-Packard Company, Metricom, Inc., OmniSky, Symbol Technologies, Inc. and VoiceStream Wireless Corp.

The convergence of mobile computing, wireless communications and the Internet and enterprise networks is driving the rapidly expanding demand for wireless data access. The explosion of the Internet and enterprise networks has accelerated the development of applications for communications, information access, content and commerce. As professionals and consumers have become increasingly dependent on the growing functionality, productivity and convenience offered by these applications, they are demanding wireless connectivity for their mobile computing devices. We believe that demand for an ever increasing range of wireless data applications will continue to grow as wireless data network coverage, bandwidth and security improve to allow higher quality service.

To meet this rapidly growing demand, we provide the following advantages to our customers:

Breadth of Wireless Access Products. Our products enable both handheld computing devices and portable PCs to wirelessly access the Internet and enterprise networks. We also provide wireless modems to enable wireless connectivity to a broad range of devices for vertical applications.

Price Performance Leadership. We have designed our products to provide high levels of performance and functionality with attractive pricing to drive widespread adoption among users.

Convenience. Our products provide users with wireless connectivity to the Internet and enterprise networks with a focus on ease-of-use and real-time access to e-mail, online content and critical personal and professional information. We have designed our products to reduce their size and weight without compromising performance.

Productivity. Our products enhance productivity by enabling handheld devices and portable PCs to be in constant connection with the Internet and enterprise networks. Our products for handheld devices also enable wireless synchronization so users can backup and access personal and professional data from remote locations.

Customized Solutions. Our technology platform enables us to provide wireless data solutions for a wide range of specialized applications and to adapt our products to specific customer needs. We enable our OEM customers to provide their clients with tailored solutions for vertical market applications such as securities trading, field services and sales, public safety transportation, retail and point of sale terminals, telemetry and vending system monitoring.

Our objective is to be the leading global provider of wireless data access products. The key elements of our strategy include:

- Extending our technology leadership to capitalize on the evolution and expansion of global wireless data access technologies;
- Driving widespread adoption of our products by increasing our sales and marketing activities, continuing to price our products strategically and to improve their ease-of-use;
- Expanding and developing strategic relationships to improve the design and functionality of our wireless access products and rapidly gain market share;
- Continuing to target key vertical markets by offering products that increase productivity, reduce costs and create operational efficiencies; and
- Developing value-added applications to expand the capabilities of our products.

CORPORATE INFORMATION

We were incorporated in Delaware on April 26, 1996 when we acquired certain intellectual property rights relating to wireless communications. Our principal executive offices are located at 9360 Towne Centre Drive, Suite 110, San Diego, California 92121. Our telephone number at that location is (858) 320-8800. References in the prospectus to "we," "our," "us" and the "Company" refer to Novatel Wireless, Inc. together with our consolidated subsidiaries. Our Web site is www.novatelwireless.com. This reference to our website is not an active hyperlink, nor is the information contained in our Web site incorporated by reference into this prospectus and it does not constitute part of this prospectus.

Our trademarks and service marks include Contact(R), Expedite(TM), Lancer(TM), Lancer 3W(TM), Merlin(TM), Minstrel(R), Minstrel IIIC(TM), Minstrel III(TM), Minstrel V(TM), Minstrel Plus(TM), Minstrel S(TM), Minstrel 540(TM), MissionONE(TM), Sage(R) and Viking(TM), each with its accompanying design, and the Novatel Wireless logo. Novatel Wireless, our logo and other trademarks and service marks mentioned in this prospectus are the property of Novatel Wireless, Inc. or its subsidiaries. All other brand names, trademarks, or service marks of other companies and products appearing in this prospectus are the property of their respective holders.

THE OFFERING

Common stock offered by us.....	7,000,000 shares of our common stock
Common stock to be outstanding after the offering.....	52,113,581 shares of our common stock
Use of proceeds.....	For working capital and general corporate purposes, including increased research and development and sales and marketing expenditures. See "Use of Proceeds."
Nasdaq National Market symbol.....	NVTL

The number of shares of our common stock to be issued and outstanding immediately after this offering is based on the number of shares issued and outstanding as of November 10, 2000. It also reflects a three-for-one split of each share of our common stock and preferred stock, which we effected in September 2000, and the automatic conversion into shares of our common stock upon completion of this offering of (i) all series of preferred stock outstanding as of the date of this prospectus and (ii) all shares of preferred stock of our subsidiary Novatel Wireless Technologies, Ltd. an Alberta, Canada corporation (NWT) (discussed below). In addition to the shares of common stock to be outstanding after this offering, there are:

- 10,228,094 shares of common stock that could be issued upon the exercise of options outstanding as of November 10, 2000 at a weighted average exercise price of \$4.62 per share;
- 10,542,090 shares of common stock that could be issued upon the exercise of warrants outstanding as of November 10, 2000 at a weighted average exercise price of \$2.79 per share;
- 5,781,883 shares of common stock that could be issued in the future under our stock option plans as of November 10, 2000;
- 1,500,000 shares of common stock that could be issued in the future under our 2000 employee stock purchase plan.

Prior to this offering, the authorized capital stock of our subsidiary, NWT, consisted of an unlimited number of Series A preferred shares, an unlimited number of Series B preferred shares and an unlimited number of common shares. In September 2000, all the NWT Series A preferred shares and all the NWT Series B preferred shares were exchanged for an equal number of shares of our Series A preferred stock and our Series B preferred stock, respectively, and upon consummation of this offering will automatically convert into an aggregate of 4,396,236 shares of our common stock. Additionally, all the outstanding warrants to purchase NWT common stock have been exchanged for warrants to purchase an equal number of shares of our common stock. In this prospectus, we refer to these exchanges, together, as the "NWT Exchange."

Except as otherwise specified in this prospectus, all information in this prospectus assumes:

- the three-for-one split of each share of our common stock and preferred stock which we effected in September 2000, after the occurrence of the NWT Exchange;
- the automatic conversion of all the outstanding shares of our preferred stock into shares of our common stock immediately prior to the completion of this offering;
- the filing of our amended and restated certificate of incorporation with the Delaware Secretary of State;
- the effectiveness of our 2000 stock incentive plan and our 2000 employee stock purchase plan; and
- no exercise of the underwriters' over-allotment option.

SUMMARY FINANCIAL DATA

You should read the following selected financial data in conjunction with our consolidated financial statements and the related notes and with "Management's Discussion and Analysis of Financial Condition and Results of Operations," which are included elsewhere in this prospectus. The consolidated statements of operations data for the years ended December 31, 1997, 1998 and 1999, and the balance sheet data at December 31, 1998 and 1999, are derived from our consolidated financial statements which have been audited by Arthur Andersen LLP and which are included elsewhere in this prospectus. The consolidated statement of operations data for the period from inception to December 31, 1996 is derived from audited consolidated financial statements not included in this prospectus. The balance sheet data at September 30, 2000 and consolidated statements of operations data for the nine months ended September 30, 1999 and 2000 are derived from unaudited consolidated financial statements which are included elsewhere in this prospectus. See notes 4 and 14 of the notes to the consolidated financial statements for an explanation of the number of shares used to compute net loss per share and pro forma net loss per share. The historical financial information may not be indicative of our future performance, and results of interim periods may not be indicative of results that may be expected for any other interim period or for the year as a whole.

	PERIOD FROM APRIL 26, 1996 (INCEPTION) TO DECEMBER 31, 1996	FISCAL YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
		1997	1998	1999	1999	2000
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)						
CONSOLIDATED STATEMENT OF OPERATIONS DATA:						
Revenue.....	\$ 277	\$ 3,354	\$ 5,378	\$ 9,556	\$ 5,514	\$ 33,408
Cost of revenue.....	168	1,856	3,433	11,955	5,751	34,970
Gross margin.....	109	1,498	1,945	(2,399)	(237)	(1,562)
Operating expenses:						
Research and development.....	2,650	1,995	2,333	3,717	1,926	8,902
Sales and marketing.....	256	2,058	2,685	4,480	2,630	10,468
General and administrative.....	656	1,944	2,496	4,443	3,335	3,345
Amortization of deferred stock compensation.....	--	--	115	220	166	6,523
Net loss.....	(3,462)	(4,476)	(5,506)	(18,469)	(9,530)	(30,270)
Net loss per common share:						
Basic and diluted.....	\$ (0.37)	\$ (0.51)	\$ (0.69)	\$ (2.04)	\$ (1.09)	\$ (3.31)
Weighted average shares outstanding.....	9,711,630	9,711,630	9,711,630	9,728,421	9,723,737	10,138,695
Pro forma net loss per share (unaudited)(1):						
Basic and diluted.....				\$ (0.73)	\$ (0.39)	\$ (0.75)
Weighted average shares outstanding.....				27,199,269	27,164,387	44,494,326

SEPTEMBER 30, 2000

AS	
ACTUAL	ADJUSTED(2)

CONSOLIDATED BALANCE SHEET DATA:

Cash and cash equivalents.....	\$ 13,893	\$ 86,403
Working capital.....	20,003	92,513
Total assets.....	48,061	120,571
Total long-term liabilities.....	289	289
Stockholders' equity.....	(24,556)	99,446

(1) See notes 4 and 14 of the notes to the consolidated financial statements for an explanation of the determination of the number of shares and share equivalents used in computing pro forma per share amounts.

(2) "As adjusted" reflects the application of the net proceeds from the sale of 7,000,000 shares of common stock offered by us at an assumed initial public offering price of \$11.00 per share, after deducting the underwriting discounts and commissions and the estimated offering expenses (See "Use of Proceeds" and "Capitalization") and the sale of 434,782 shares of our Series D preferred stock that we issued and sold in October 2000 for net proceeds of \$2,500,000.

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below and the other information contained in this prospectus before you decide whether to invest in our common stock. If any of the following risks actually occurs, our business, financial condition, results of operations and liquidity could be materially adversely affected. This may cause the trading price of our common stock to decline after this offering, and you could lose part or all of the money you paid to purchase our common stock.

RISKS RELATED TO OUR BUSINESS

WE HAVE INCURRED SIGNIFICANT OPERATING LOSSES SINCE OUR INCEPTION AND WE EXPECT TO CONTINUE TO INCUR SIGNIFICANT NET LOSSES AND NEGATIVE CASH FLOWS FOR THE FORESEEABLE FUTURE.

We have experienced operating losses and net losses in each quarterly and annual period since our inception, and we expect to continue to incur significant losses for the foreseeable future. We incurred net losses of \$3.5 million for the eight months ended December 31, 1996, \$4.5 million for the year ended December 31, 1997, \$5.5 million for the year ended December 31, 1998, \$18.5 million for the year ended December 31, 1999 and \$30.3 million for the nine months ended September 30, 2000. In addition, we had negative cash flows from operations of \$3.5 million for the year ended December 31, 1997, \$5.0 million for the year ended December 31, 1998 and \$5.2 million for the year ended December 31, 1999 and \$38.7 million for the nine months ended September 30, 2000. As of September 30, 2000, we had an accumulated deficit of \$68.7 million. We expect our operating expenses and negative cash flows will increase substantially as we continue to attempt to expand our business. We also expect to significantly increase our product development, sales and marketing, research and development, manufacturing, and general and administrative expenses in future periods. We have entered into and expect to continue to enter into significant customer contracts for the development and supply of our products. These contracts may place significant demands on our resources. If we are unable to increase our revenue sufficiently to offset these expected increases in our expenses, we will not achieve profitability and our operating losses, net losses and negative cash flows will increase.

BECAUSE WE HAVE BEEN OPERATING ONLY SINCE 1996, OUR HISTORIC OPERATING RESULTS MAY NOT BE MEANINGFUL TO AN INVESTOR EVALUATING OUR COMPANY.

We launched our first wireless modem in 1996. Because we have a limited operating history for you to evaluate when considering an investment in our company, it may be difficult for you to evaluate our current business and prospects. You must consider the risks, expenses and uncertainties that an early stage company like ours faces, particularly in the new and rapidly evolving wireless communications market. These considerations include our ability to continue to expand our customer base, maintain our current strategic-relationships and develop new ones, deliver products associated with our key contracts in a profitable and timely manner, attract and retain qualified personnel and manage our growth. Because we have only recently commenced commercial sales of our products, our past results and rates of growth may not be meaningful, and you should not rely on them as an indication of our future performance.

IF WE DO NOT CORRECTLY ANTICIPATE DEMAND FOR OUR PRODUCTS, WE MAY NOT BE ABLE TO ARRANGE COST-EFFECTIVE PRODUCTION OF OUR PRODUCTS OR WE COULD HAVE COSTLY EXCESS INVENTORIES OR PRODUCTION.

Historically, we have experienced steady increases in demand for our products and generally have been able to arrange for increased production to meet that demand. However, the demand for our products depends on many factors and is difficult to predict. We expect that it will become more difficult to predict demand for specific products as we introduce and support multiple wireless communications products and

as competition in the market for our products intensifies. Significant unanticipated fluctuations in demand could cause the following problems in our operations:

- If demand increases beyond what we anticipate, we would have to rapidly arrange for increased production at our third-party manufacturers. Our manufacturers depend on suppliers to provide additional volumes of components. If these suppliers cannot provide the additional volumes of components, our manufacturers may not be able to increase production rapidly enough to meet the unexpected demand. Even if our manufacturers are able to procure enough components, they may not be able to produce enough of our products to allow us to deliver them in a timely manner to our customers. The inability of our suppliers to provide material components or of our manufacturers to increase production rapidly enough or to sufficient levels could cause us to fail to meet customer demand.
- Rapid increases in production levels to meet unanticipated demand could result in higher costs for manufacturing and supply of components and other expenses. These higher costs could lower our profit margins. Further, if production is increased rapidly, manufacturing yields could decline, which may also lower our profit margins.
- If anticipated demand does not develop, we could have excess inventories of finished products and components, which would reduce our cash flow and could lead to write-offs of some or all of the excess inventories. Lower than anticipated demand could also result in manufacturing activity at our third-party manufacturers below the minimum manufacturing activity level for which we are financially committed, which could result in higher costs of goods sold and lower profit margins.

IF WE CANNOT DELIVER PRODUCTS ASSOCIATED WITH OUR SIGNIFICANT CONTRACTS IN A PROFITABLE AND TIMELY MANNER, OUR REPUTATION COULD BE HARMED AND OUR REVENUE AND PROFIT MARGINS MAY DECREASE.

Our ability to generate future revenue under many of our significant supply contracts depends upon our ability to manufacture and supply products that meet defined specifications. To realize the benefits of these agreements, we will have to manage the following risks successfully:

- We have priced these contracts on our estimate of future production costs. If we incur higher costs than anticipated, our gross margins on these contracts will decrease and these contracts may not be as profitable as they otherwise may have been.
- If we are unable to commit the necessary resources or are unable to deliver our products as required by the terms of these contracts, our customers may cancel the contracts. In that event, we might not recover any costs that we incurred for research and development, sales and marketing, production and otherwise and we may incur additional costs as contractual penalties.
- If we fail to meet a delivery deadline, or a customer determines that the products we delivered do not meet the agreed-upon specifications, we may have to reduce the price we can charge for our products, or we may be liable to pay damages to the customer.

If we are unable to successfully manage these risks or meet required deadlines in connection with one or more of our key contracts, our reputation could be harmed and our business, financial condition, results of operations and liquidity could be materially adversely affected.

IF THE MARKET FOR WIRELESS ACCESS TO THE INTERNET DOES NOT CONTINUE TO GROW, OUR REVENUE WILL LIKELY DECLINE.

The market for wireless access to the Internet has experienced significant growth in recent years. However, we cannot assure you that the market for our existing products will continue to grow, that potential customers within the industry will adopt our products for integration with their wireless data communications solutions, or that we will be successful in independently establishing markets for our products. If the wireless data communications market fails to grow, or grows more slowly than we

currently anticipate, or if we are unable to establish markets for our new products, our business, financial condition, results of operations and liquidity could be materially adversely affected.

THE MARKETABILITY OF OUR PRODUCTS MAY SUFFER IF WIRELESS TELECOMMUNICATIONS OPERATORS DO NOT DELIVER ACCEPTABLE WIRELESS SERVICES.

The success of our business depends on the capacity, affordability and reliability of wireless data access provided by various wireless telecommunications operators. Currently, various wireless telecommunications operators such as Verizon Wireless and AT&T Wireless, either directly or jointly with us, sell our products in connection with the sale of their wireless data access services to their customers. Growth in demand for wireless data access may be limited if wireless telecommunications operators fail to offer services which customers consider valuable, fail to maintain sufficient capacity to meet demand for wireless data access, delay the expansion of their wireless networks and services, fail to offer and maintain reliable wireless network services or fail to market their services effectively. If any of these occurs, or if for any other reason the demand for wireless data access fails to grow, sales of our products will decline and our business, financial condition and results of operations could be materially adversely affected.

In addition, our future growth depends on the successful deployment of next generation wireless data networks by third parties, including those networks for which we currently are developing products. If these next generation networks are not deployed or widely accepted, or if deployment is delayed, there will be no market for the products we are developing to operate on these networks. As a result, we will not be able to recover our research and development expenses and our financial condition and results of operations and liquidity could be materially adversely affected.

OUR SUCCESS DEPENDS ON OUR ABILITY TO MANAGE ADDITIONAL GROWTH SUCCESSFULLY.

Our ability to successfully offer our products and implement our business plan in a rapidly evolving market requires an effective planning and management process. We have continued to increase the scope of our operations domestically and have grown our shipments and headcount substantially. At November 10, 2000, we had a total of approximately 281 employees, representing an increase from 36 employees on March 31, 1997. In addition, we expect to continue to hire a significant number of employees during the remainder of 2000. Our growth has resulted, and any future growth will result, in increased responsibilities for our management and increased demands on our resources. To be successful, we will need to:

- implement additional management information systems;
- improve our operating, administrative, financial and accounting systems, procedures and controls;
- maintain and expand our manufacturing capacity;
- continue to train, motivate, manage and retain our existing employees and attract and integrate new employees; and
- maintain close coordination among our executive, engineering, professional services, accounting, finance, marketing, sales and operations organizations.

We may not adequately anticipate all the demands that growth may impose on our systems, procedures and structure. If we fail to anticipate and respond adequately to these demands or if we are otherwise unable to manage our growth effectively, we may not be able to compete effectively and our business, financial condition, results of operations and liquidity could be materially adversely affected.

WE CURRENTLY RELY EXCLUSIVELY ON THIRD-PARTY MANUFACTURERS TO PRODUCE OUR PRODUCTS, AND OUR ABILITY TO CONTROL THEIR OPERATIONS IS LIMITED.

We currently outsource all our manufacturing to Sanmina Corporation, GVC Corporation and Solectron de Mexico, S.A. de C.V. Because we only recently entered into our agreements with GVC Corporation and Solectron, we have not had any significant working experience with either of these

manufacturers. We expect GVC and Solectron to begin manufacturing some of our products at their facilities in Taiwan and Mexico, respectively, in the near future. We expect to continue to depend exclusively on third-party manufacturers to produce our products in a timely fashion and at satisfactory quality levels. Neither of these third-party manufacturers is obligated to supply products to us for any specific quantity, except as may be provided in particular purchase orders which we submit to them from time to time. If our third-party manufacturers experience delays, disruptions, capacity constraints or quality control problems in their manufacturing operations, then product shipments to our customers could be delayed, which would negatively impact our revenues and our competitive position and reputation. The cost, quality and availability of third-party manufacturing operations are essential to the successful production and sale of our products. Our reliance on our third-party manufacturers exposes us to a number of risks which are outside our control:

- unexpected increases in manufacturing costs;
- interruptions in shipments if our third-party manufacturers are unable to complete production timely;
- inability to control quality of finished products;
- inability to control delivery schedules;
- inability to control production levels and to meet minimum volume commitments to our customers;
- inability to control manufacturing yield;
- inability to maintain adequate manufacturing capacity; and
- inability to secure adequate volumes of components.

If we are unable to manage successfully our relationships with these third-party manufacturers, the quality and availability of our products may be harmed. If any of our third-party manufacturers stopped manufacturing our products or reduced its manufacturing capacity, we may be unable to replace the lost manufacturing capacity on a timely basis. In addition, if any of our third-party manufacturers changed the terms under which they manufacture for us, our manufacturing costs could significantly increase. We generally place orders with our third-party manufacturers at least three months prior to scheduled delivery of products to our customers. Accordingly, if we inaccurately anticipate demand for our products, we may be unable to obtain adequate quantities of components to meet our customers' delivery requirements or we may accumulate excess inventories. If one or more of these events were to occur, our business, financial condition and results of operations could be materially adversely affected by increased costs, reduced revenue and lower profit margins.

IF WE FAIL TO ADOPT NEW TECHNOLOGY AND FAIL TO DEVELOP AND INTRODUCE NEW PRODUCTS SUCCESSFULLY, WE MAY NOT BE ABLE TO COMPETE EFFECTIVELY.

We operate in a highly competitive environment, characterized by rapidly changing technology and industry standards. New products based on emerging technologies or evolving industry standards may quickly render an existing product obsolete and unmarketable. Our growth and future operating results depend in part upon our ability to enhance existing products and introduce newly developed products that conform to prevailing and evolving industry standards, meet or exceed technological advances in the marketplace, meet changing customer requirements, achieve market acceptance and respond to our competitors' products.

The development of new products can be very difficult and requires technological innovation. The development process is also lengthy and costly. In addition, wireless communications service providers require that wireless data systems deployed on their networks comply with their own standards, which may differ from the standards of other providers. If we fail to anticipate our customers' needs and technological trends accurately or are otherwise unable to complete the development of products on time and within budgeted amounts, we will be unable to introduce new products into the market on a timely basis, if at all.

If we are unsuccessful at developing and introducing new products that are appealing to consumers, we may be unable to recover our significant research and development costs and our business, financial condition and results of operations could be materially adversely affected. In addition, as we introduce new versions of our products or new products, our current customers may not require the technological innovations of our new products and may not purchase them.

To grow our revenue and achieve profitability, we must retain our current customers and develop new ones. If consumers view our competitors' products as superior to ours, or if our products are unable to meet their expectations or requirements, we may be unable to retain our existing customers or to develop new customers which would materially and adversely effect our business, financial condition and results of operations.

THE FLUCTUATION OF OUR QUARTERLY OPERATING RESULTS MAY CAUSE OUR STOCK PRICE TO DECLINE.

Our future quarterly operating results may fluctuate significantly and may not meet the expectations of securities analysts or investors. If this occurs, the market price of our stock would likely decline. The following factors may cause fluctuations in our operating results:

- INCREASES IN OPERATING EXPENSES. We expect that our operating expenses, particularly our sales and marketing, and our research and development costs, will increase. We budget our operating expenses based on anticipated sales, and a significant portion of our sales and marketing, research and development and general and administrative costs are fixed, at least in the short term. If revenue decreases and we are unable to reduce our operating costs quickly and sufficiently, our operating results could be materially adversely affected. We have entered into and expect to continue to enter into significant customer contracts for the development and supply of our products. We expect to incur significant research and development, sales and marketing and other costs relating to the development, manufacture and sale of these products prior to receiving revenue from these contracts.
- PRODUCT MIX. The product mix of our sales affects profit margins in any given quarter. As our business evolves and the revenue from the product mix of our sales varies from quarter to quarter, our operating results will likely fluctuate.
- NEW PRODUCT INTRODUCTIONS. As we introduce new products, the timing of these introductions will affect our quarterly operating results. We may have difficulty predicting the timing of new product introductions and the market acceptance of these new products. If products and services are introduced earlier or later than anticipated, or if market acceptance is unexpectedly high or low, our quarterly operating results may fluctuate unexpectedly. Our quarterly operating results also fluctuate because we incur substantial upfront research and development, sales and marketing, production and other costs to support new product introductions prior to the periods in which we will recognize revenue from new products.
- USE OF SUPPLY CONTRACTS WITH CUSTOMERS. We rely on long-term supply contracts with our distributor customers. These contracts typically have minimum purchase volumes, and also typically include a non-binding, forward-looking rolling forecast and allow the customer to make certain volume changes within specified periods of time in advance of scheduled production dates. We use these forecasts for internal planning of material procurement and required manufacturing capacity, but cannot predict with certainty incoming orders or changes in forecasts. Our operating results may fluctuate as a result of deviations from forecasted amounts, the timing of substantial orders, decreases in orders, failure to fulfill orders, possible delays or shortages in component supplies, or possible delays in the manufacture or shipment of current or new products.
- LENGTHY SALES CYCLE. In addition, the length of time between the date of initial contact with a potential customer and the execution of a contract may take several months, and is subject to delays over which we have little or no control. The sale of our products is subject to delays from our customers' budgeting, approval and competitive evaluation processes that typically accompany

significant information technology purchasing decisions. For example, customers frequently begin by evaluating our products on a limited basis and devote time and resources to testing our products before they decide whether or not to purchase a product. We commit substantial time and resources to educate potential customers on the use and benefits of our products. Customers may also defer orders as a result of anticipated releases of newer or enhanced products by us or our competitors. As a result, our ability to anticipate the timing and volume of sales to specific customers is limited, and the delay or failure to complete one or more large transactions could cause our operating results to vary significantly from quarter to quarter.

We believe that quarter-to-quarter comparisons of our operating results will not necessarily be meaningful in predicting our future performance. If we do not achieve our expected revenue, it is possible that our operating results will fall below the expectations of market analysts or investors in some future quarter or quarters. Our failure to meet these expectations would likely adversely affect the trading price of our common stock.

WE DEPEND UPON A SMALL NUMBER OF OUR CUSTOMERS FOR A SUBSTANTIAL PORTION OF OUR REVENUE.

A significant portion of our revenue comes from a small number of customers. Our top ten customers for the year ended December 31, 1999 and the nine months ended September 30, 2000 accounted for approximately 83.7% and 79.1% of our revenue, respectively. @Road, OmniSky and AirLink Communications, Inc. accounted for 23.1%, 14.3% and 9.2% of our revenue, respectively, for the year ended December 31, 1999. OmniSky, @Road, and Global Wireless Data accounted for 32.4%, 14.2% and 6.1% of our revenue, respectively, for the nine months ended September 30, 2000. We expect that a small number of customers will continue to account for a substantial portion of our revenue for the foreseeable future. If there is a downturn in the business of any of these customers, if we are unable to continue to retain their business, or if we are unable to diversify our customer base, our revenue may decline.

The term of our agreement with OmniSky expired on May 1, 2000. Although we are currently negotiating a new agreement, there can be no assurance that we will arrive at a new agreement with OmniSky or that we will arrive at a new agreement with terms substantially similar to those contained in the expired agreement. Also, although we have been shipping and provisioning modems to OmniSky pursuant to an open purchase order while observing the same terms as those contained in the expired agreement (with the exception of the per unit activation services fee), there can be no assurance that we will continue to do so. If we fail to negotiate a new agreement with OmniSky or if we discontinue shipping and provisioning to OmniSky, our revenue may decline.

WE DEPEND ON SOLE SOURCE SUPPLIERS FOR SOME OF OUR COMPONENTS, AND OUR PRODUCT AVAILABILITY AND SALES WOULD BE HARMED IF THESE SUPPLIERS ARE NOT ABLE TO MEET OUR DEMAND AND ALTERNATIVE SOURCES ARE NOT AVAILABLE.

Our products contain a variety of components that are procured from a variety of suppliers. These components include both tooled parts and industry-standard parts, many of which are similar to parts used in cellular telephone handsets. The cost, quality and availability of components are essential to the successful production and sale of our products. Some of these components come from sole or single source suppliers for which alternative sources may not be available. If suppliers are unable to meet our demand for sole source components and if we are unable to obtain an alternative source or if the price for a substitute is prohibitive, our ability to maintain timely and cost-effective production of our products would be seriously harmed. Currently, some components and certain integrated circuits are in short supply world-wide due to the explosive growth in demand for cellular-telephone handsets. If the shortage of such components or any other key component persists or worsens, we may not be able to deliver sufficient quantities of our products to satisfy demand.

IF WE FAIL TO DEVELOP AND MAINTAIN STRATEGIC ALLIANCES, WE MAY NOT BE ABLE TO PENETRATE NEW MARKETS.

A key element of our business strategy is to penetrate new markets by developing new products through strategic alliances with leading companies. We are currently investing, and plan to continue to invest, significant resources to develop these relationships. We believe that our success in penetrating new markets for our products will depend in part on our ability to maintain these relationships and to cultivate additional or alternative relationships. We cannot assure you that we will be able to develop additional strategic alliances, that existing relationships will continue or be successful in achieving their purposes or that strategic partners will not form competing arrangements.

ANY SIGNIFICANT REDUCTION IN DEMAND FOR HANDHELD COMPUTING DEVICES OR FOR OUR PRODUCTS DESIGNED FOR THOSE DEVICES MAY HARM OUR BUSINESS.

A significant amount of our revenue is generated by our products for handheld computing devices and portable PCs. Although the demand for handheld computing devices and portable PCs has historically increased at a steady rate, we cannot assure you that the demand for those devices will continue to grow in the future. In addition, certain recent models of handheld computing devices and portable PCs include internal wireless modems installed by the manufacturer which reduce the need for consumers to purchase our wireless modem products. If demand for handheld computing devices and portable PCs declines or as more consumers purchase handheld computing devices and PCs with internal wireless modems, the demand for our products would materially decrease and our revenue would decline.

WE MAY NOT BE ABLE TO MAINTAIN AND EXPAND OUR BUSINESS IF WE ARE NOT ABLE TO INTEGRATE OUR MANAGEMENT TEAM AND RETAIN, HIRE, INTEGRATE AND MANAGE ADDITIONAL QUALIFIED PERSONNEL.

Many members of our senior management have joined our company within the last nine months. In particular, John Major, our chief executive officer, joined us in July 2000. Melvin Flowers, our chief financial officer, and Steven Schlieff, our vice president of operations, joined us in February 2000 and July 2000, respectively. Peter Leparulo, our senior vice president of corporate and strategic development and general counsel, joined us in September 2000. As a result, our current management team has worked together for only a relatively short time and is in the process of integrating as a management team. Our ability to execute our strategies will depend upon our ability to integrate these and future managers into our operations, and there can be no assurance that we will be able to achieve the rapid execution necessary to fully exploit the market opportunity for our products.

Our success in the future depends in part on the continued contribution of our executive, technical, engineering, sales, marketing, manufacturing and administrative personnel. Recruiting and retaining skilled personnel, including software and hardware engineers, is highly competitive, especially in the San Diego area. Cash compensation is likely to increase for employees with these skills whom we hire after our initial public offering because prospective employees may perceive that the stock option component of our compensation package is not as valuable as it was prior to the offering. In addition, most of our senior management and other key personnel are not bound by employment agreements. If we are not able to attract or retain qualified personnel in the future, or if we experience delays in hiring required personnel, particularly qualified engineers, we will not be able to maintain and expand our business.

Over the past year, we have rapidly expanded our direct sales force and expect to hire additional sales personnel commensurate with our sales objectives. We may experience difficulty in integrating the new members of our sales team into our operations. We have limited experience in managing a large, expanding, geographically dispersed sales force. We cannot be certain that we will be able to effectively manage the growing sales force in the future or that newly-hired employees will achieve levels of productivity necessary to sustain our sales and revenue growth.

ANY ACQUISITIONS WE MAKE COULD DISRUPT OUR BUSINESS AND HARM OUR FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

As part of our business strategy, we intend to review on an ongoing basis acquisition opportunities that we believe would be advantageous to the development of our business. While we have no current agreements or current discussions with respect to any acquisitions, we may acquire businesses, products, or technologies in the future. If we make any acquisitions, we could take any or all of the following actions, any one of which could adversely affect our business, financial condition, results of operations and the price of our common stock:

- issue equity securities that would dilute existing stockholders' percentage ownership;
- use a substantial portion of our available cash, including proceeds from this offering;
- incur substantial debt, which may not be available to us on favorable terms and may adversely affect our liquidity;
- assume contingent liabilities; and
- take substantial charges in connection with the amortization of goodwill and other intangible assets.

Acquisitions also entail numerous risks, including: difficulties in assimilating acquired operations, products and personnel; unanticipated costs; diversion of management's attention from other business concerns; adverse effects on existing business relationships with suppliers and customers; risks of entering markets in which we have limited or no prior experience; and potential loss of key employees from either our preexisting business or the acquired organization. We may not be able to successfully integrate any businesses, products, technologies or personnel that we might acquire in the future, and our failure to do so could harm our business and operating results.

OUR FUTURE RESULTS COULD BE HARMED BY RISKS ASSOCIATED WITH INTERNATIONAL SALES AND OPERATIONS.

We plan to expand our international sales and marketing activities in the future. We have limited experience in marketing, selling, distributing and manufacturing our products and services internationally. For the year ended December 31, 1999 and the nine months ended September 30, 2000, only approximately 12% and 9%, respectively, of our revenue was derived from international accounts. As we expand international sales, we expect to become subject to a number of risks which may increase our costs, lengthen our sales cycle and require significant management attention. These risks associated with doing business internationally generally include:

- changes in foreign currency exchange rates;
- changes in a specific country's or region's political or economic conditions, particularly in emerging markets, and changes in diplomatic and trade relationships;
- less effective protection of intellectual property;
- trade protection measures and import or export licensing requirements;
- potentially negative consequences from changes in tax laws;
- increased expenses associated with customizing products for foreign countries;
- unexpected changes in regulatory requirements resulting in unanticipated costs and delays;
- longer collection cycles and difficulties in collecting accounts receivable; and
- difficulty in managing widespread sales and research and development operations.

Our sales and invoices are currently denominated in U.S. dollars. In the future, however, we may record sales and invoice customers in the applicable local foreign currency. If that occurs, we may be exposed to international currency fluctuations.

THE WIRELESS COMMUNICATIONS MARKET IS HIGHLY COMPETITIVE AND WE MAY BE UNABLE TO COMPETE EFFECTIVELY.

We compete in the wireless communications markets. The markets for wireless data access products are highly competitive and we expect competition to increase. Many of our competitors or potential competitors have significantly greater financial, technical and marketing resources than we do. These competitors may be able to respond more rapidly than we can to new or emerging technologies or changes in customer requirements. They also may devote greater resources than we do to the development, promotion and sale of their products.

Many of our competitors have more extensive customer bases and broader customer relationships and industry alliances that they could leverage to establish relationships with many of our current and potential customers. These companies also have significantly more established customer support and professional services organizations. In addition, these companies may adopt aggressive pricing policies or offer more attractive terms to customers, may bundle their competitive products with broader product offerings and may introduce new products and enhancements. Current and potential competitors may establish cooperative relationships among themselves or with third parties to enhance their products. As a result, it is possible that new competitors or alliances among competitors may emerge and rapidly acquire significant market share.

Our wireless communications products compete with a variety of devices, including wireless modems, traditional wired modems, wireless handsets, wireless handheld computing devices and other wireless devices. Our current and potential competitors include:

- Wireless modem manufacturers, such as Sierra Wireless, Uniden, NextCell and Tellus;
- Traditional wired modem manufacturers, such as 3Com and Xircom;
- Wireless device manufacturers, such as Handspring, Palm and Research in Motion;
- Wireless handset manufacturers and next generation wireless technology providers, such as Ericsson, Motorola and Nokia; and
- Non-CDPD private communications network providers, such as Emotiant, Bell South and Metricom.

We expect our competitors to continue to improve the performance of their current products and to introduce new products, services and technologies. Successful new product introductions or enhancements by our competitors could reduce our sales and the market acceptance of our products, cause intense price competition and make our products obsolete. To be competitive, we must continue to invest significant resources in research and development, sales and marketing, and customer support. We cannot be sure that we will have sufficient resources to make these investments or that we will be able to make the technological advances necessary to remain competitive. Increased competition could result in price reductions, fewer customer orders, reduced margins and loss of our market share. Our failure to compete successfully could seriously harm our business, financial condition and results of operations.

OUR PRODUCTS MAY CONTAIN ERRORS OR DEFECTS WHICH COULD DECREASE THEIR MARKET ACCEPTANCE.

Our products are technologically complex and must meet stringent user requirements. We must develop our software and hardware products quickly to keep pace with the rapidly changing and technologically advanced wireless communications market. Products as sophisticated as ours may contain undetected errors or defects, especially when first introduced or when new models or versions are released. Our products may not be free from errors or defects after commercial shipments have begun, which could result in the rejection of our products, damage to our reputation, lost revenues, diverted development resources, and increased customer service and support costs and warranty claims.

WE COULD INCUR SUBSTANTIAL COSTS DEFENDING OUR INTELLECTUAL PROPERTY FROM INFRINGEMENT OR A CLAIM OF INFRINGEMENT.

Our success depends in large part on our proprietary technology. We rely on a combination of patents, copyrights, trademarks and trade secrets, confidentiality provisions and licensing arrangements to establish and protect our proprietary rights. We may be required to spend significant resources to monitor and police our intellectual property rights. Before we do so, we may not be able to detect infringement and we may lose competitive position in the market. Intellectual property rights also may be unavailable or limited in some foreign countries, which could make it easier for competitors to capture market share. The unauthorized use of our technology by competitors could have a material adverse effect on our ability to sell our products in some markets.

Although we are not currently involved in any intellectual property litigation, we may be a party to litigation in the future either to protect our intellectual property or as a result of an alleged infringement of others' intellectual property. These claims and any resulting litigation could subject us to significant liability for damages and could cause our proprietary rights to be invalidated. Litigation, regardless of the merits of the claim or outcome, would likely be time-consuming and expensive to resolve and would divert management time and attention. Any potential intellectual property litigation could also force us to do one or more of the following:

- stop using the challenged intellectual property and refrain from selling our products or services that incorporate it;
- obtain a license to use the challenged intellectual property or to sell products or services that incorporate it, which license may not be available on reasonable terms, or at all; and
- redesign those products or services that are based on or incorporate the challenged intellectual property.

If we are forced to take any of the foregoing actions, we may be unable to manufacture and sell our products, and our business, financial condition and results of operations may be materially adversely affected.

WE MAY NOT BE ABLE TO DEVELOP PRODUCTS THAT COMPLY WITH APPLICABLE GOVERNMENT REGULATIONS.

Our products must comply with government regulations. For example, in the United States, the Federal Communications Commission (FCC) regulates many aspects of communications devices, including radiation of electromagnetic energy, biological safety and rules for devices to be connected to the telephone networks. Radio frequency devices, which include our modems, must be approved under the above regulations by obtaining equipment authorization from the FCC prior to being offered for sale. Additionally, we cannot anticipate the effect that changes in government regulations may have on our ability to develop products in the future. Failure to comply with existing or evolving government regulations or to obtain timely regulatory approvals or certificates for our products could materially adversely affect our business, financial condition and results of operations. An inability or delay in obtaining FCC authorization could result in a decline in future revenue.

RISKS RELATED TO THIS OFFERING

OUR STOCK PRICE COULD BE ADVERSELY AFFECTED BY SHARES BECOMING AVAILABLE FOR SALE UNDER RULE 144 AND AS A RESULT OF REGISTRATION RIGHTS AGREEMENTS WE HAVE ENTERED INTO WITH SOME OF OUR INVESTORS.

Our current stockholders hold a substantial number of shares, which they will be able to sell in the public market in the near future. Sales of a substantial number of shares of our common stock under Rule 144, or the perception that these sales could occur, could cause our common stock price to fall and could impair our ability to raise capital through the sale of additional equity securities. In addition, we have entered into registration rights agreements with some investors that entitle these investors to have their shares registered for sale in the public market. The exercise of these rights could affect the market

price of our common stock. See "Shares Eligible for Future Sale" for further information concerning potential sales of our shares after this offering, including information concerning Rule 144 and the registration rights we have granted.

OUR STOCK PRICE MAY BE VOLATILE, AND WE CANNOT ASSURE YOU THAT OUR STOCK PRICE WILL NOT DECLINE.

The market price of our common stock could be subject to significant fluctuations after this offering as a result of factors many of which are beyond our control. Among the factors that could affect our stock price are:

- quarterly variations in our operating results;
- changes in revenue or earnings estimates or publication of research reports by analysts;
- speculation in the press or investment community about our business or the wireless communications industry generally;
- changes in market valuations of similar companies and stock market price and volume fluctuations generally;
- strategic actions by us or our competitors such as acquisitions or restructurings;
- regulatory developments;
- additions or departures of key personnel;
- general market conditions; and
- domestic and international economic factors unrelated to our performance.

The stock markets in general, and the markets for high technology stocks in particular, have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. These broad market fluctuations may adversely affect the trading price of our common stock. We cannot assure you that you will be able to resell your shares at or above the initial public offering price, which will be determined by negotiations between the representatives of the underwriters and us.

ANTI-TAKEOVER PROVISIONS IN OUR CHARTER DOCUMENTS AND UNDER DELAWARE LAW COULD PREVENT OR DELAY A CHANGE IN CONTROL IN OUR COMPANY.

Our certificate of incorporation and bylaws contain anti-takeover provisions that could prevent or delay an acquisition of our business at a premium price. These provisions:

- provide for a staggered board;
- prevent stockholders from taking action by written consent;
- limit the persons who may call special meetings of stockholders; and
- authorize our board of directors to approve the issuance of undesignated preferred stock without stockholder approval.

In addition, Delaware law imposes some restrictions on mergers and other business combinations between us and any holder of 15% or more of our common stock.

YOU WILL EXPERIENCE IMMEDIATE AND SUBSTANTIAL DILUTION IN THE NET TANGIBLE BOOK VALUE OF YOUR SHARES.

The initial public offering price per share of our common stock is substantially higher than the average net tangible book value per share of common stock. As a result, if you purchase shares of common stock in this offering your interest will suffer immediate and substantial dilution. This dilution will reduce the net tangible book value of your shares since any shares of our common stock that you purchase in this offering will be at a substantially higher per share price than the current average net tangible book value per share of our common stock. The dilution will be \$9.13 per share in the net tangible book value of the common stock from the assumed initial public offering price of \$11.00 per share. If additional shares are sold by the underwriters following exercise of their over-allotment option, or if outstanding options or warrants to purchase shares of common stock are exercised, any shares of our common stock that you may

purchase in this offering will be subject to further dilution. As a result of this dilution, in the event of a liquidation, common stockholders purchasing stock in this offering may receive significantly less than the full purchase price that they paid for the shares they purchased in this offering.

OUR DIRECTORS, EXECUTIVE OFFICERS AND EXISTING STOCKHOLDERS AND THEIR AFFILIATES WILL CONTINUE TO HAVE SUBSTANTIAL CONTROL OVER US AFTER THIS OFFERING, AND THEIR INTERESTS MAY DIFFER FROM AND CONFLICT WITH YOURS.

Upon completion of this offering, our executive officers, directors and principal stockholders will beneficially own, in total, 56.5% of our outstanding common stock. As a result, these stockholders, whose interests may be different from and may conflict with yours, will be able to influence matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This could have the effect of delaying or preventing a change of control of our company or otherwise cause us to take action that may not be in the best interests of all stockholders, either of which in turn could reduce the market price per share of our common stock.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

You should not rely on forward-looking statements in this prospectus. This prospectus contains forward-looking statements that relate to future events or to our future business or performance. In some cases, you can identify forward-looking statements by words such as "anticipates," "believes," "plans," "expects," "future," "intends," "may," "will," "should," "estimates," "predicts," "potential," "continue" and similar expressions. Our actual results could differ materially from the results contemplated by these forward-looking statements due to a number of factors, including those discussed in "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and elsewhere in this prospectus. This prospectus also contains forward-looking statements attributed to third parties relating to their estimates regarding the growth of our markets. Forward-looking statements are subject to known and unknown risks, assumptions, limitations, uncertainties and other factors that may cause our actual results, as well as those of the markets we serve, levels of activity, performance, achievements and prospects to be materially different from those expressed or implied by the forward-looking statements. These risks, uncertainties and other factors include, among others, those identified in "Risk Factors" and elsewhere in this prospectus. Except as required by law, we undertake no obligation to update publicly any forward-looking statement for any reason, even if new information becomes available or other events occur.

USE OF PROCEEDS

We will receive net proceeds of approximately \$70 million from the sale of 7,000,000 shares of common stock at an assumed price of \$11.00 per share and an additional \$10.7 million from the sale of 1,050,000 shares if the underwriters' over-allotment option is exercised in full, after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

We intend to use the net proceeds of this offering primarily for additional working capital and other general corporate purposes, including in management's estimation continued investment in research and development of between \$20 million and \$30 million and sales and marketing expenditures of between \$20 million and \$30 million. The amounts and timing of these expenditures will vary depending on a number of factors, including the amount of cash generated by our operations, competitive and technological developments and the rate of growth, if any, of our business. While we have no specific plans for any remaining proceeds, we may also use a portion of the net proceeds to acquire businesses, products and technologies or to establish joint ventures that we believe will complement our current or future business. However, we have no specific plans, agreements or commitments to do so and are not currently engaged in any negotiations for any acquisition or joint venture.

Pending the uses described above, we intend to invest the net proceeds in short-term, interest bearing, investment-grade securities. We cannot predict whether the proceeds will be invested to yield a favorable return.

We may find it necessary or advisable to use portions of the net proceeds for other purposes, and our management will maintain broad discretion in the allocation of the net proceeds of this offering. You will not have the opportunity to evaluate the economic, financial or other information on which we base our decisions on how to use the proceeds.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings for use in the operation of our business and do not anticipate declaring or paying any cash dividends in the foreseeable future. The declaration and payment of dividends, if any, will be at the discretion of our board of directors, after taking into account various factors our board of directors deems relevant, including our financial condition, operating results, current and anticipated cash needs, expansion plans and debt covenants. Our revolving line of credit with Venture Banking Group, a division of Cupertino National Bank, currently prohibits us from paying dividends without its prior approval.

CAPITALIZATION

The following table sets forth our consolidated total capitalization as of September 30, 2000. You should read this table in conjunction with "Selected Consolidated Financial Data," "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the notes to our financial statements appearing elsewhere in this prospectus. This information is presented:

- on an actual basis at September 30, 2000;
- on a pro forma basis at September 30, 2000 after giving effect to the automatic conversion of all the outstanding shares of our preferred stock upon the closing of this offering, including a total of 434,782 shares of our Series D preferred stock that we issued and sold in October 2000, and the receipt of net proceeds of \$2,500,000 as a result thereof.
- on a pro forma as adjusted basis to give effect to the receipt of the net proceeds from the sale by us of shares of common stock in this offering at an assumed price of \$11.00 per share and after deducting underwriting discounts and commissions and estimated offering expenses payable by us.

(IN THOUSANDS)	SEPTEMBER 30, 2000 (UNAUDITED)		
	ACTUAL	PRO FORMA	PRO FORMA AS ADJUSTED
Cash and cash equivalents.....	\$ 13,893	\$ 16,393	\$ 86,403
Capital lease obligations, current portion.....	\$ 71	\$ 71	\$ 71
Capital lease obligations, net of current portion.....	289	289	289
Total indebtedness.....	360	360	360
Convertible and redeemable preferred stock.....	51,492	--	--
Stockholders' equity (deficit):			
Preferred stock.....	6	--	--
Common stock.....	10	45	52
Additional paid in capital.....	68,136	122,099	192,102
Deferred stock compensation.....	(24,013)	(24,013)	(24,013)
Accumulated deficit.....	(68,695)	(68,695)	(68,695)
Total stockholders' equity (deficit).....	(24,556)	29,436	99,446
Total capitalization.....	\$ 27,296	\$ 29,796	\$ 99,806

The common stock outstanding as shown excludes:

- 10,228,094 shares of common stock that could be issued upon the exercise of options outstanding as of November 10, 2000 at a weighted average exercise price of \$4.62 per share;
- 10,542,090 shares of common stock that could be issued upon the exercise of warrants outstanding as of November 10, 2000 at a weighted average exercise price of \$2.79 per share;
- 5,781,883 shares of common stock that could be issued in the future under our stock option plans as of November 10, 2000;
- 1,500,000 shares of common stock that could be issued in the future under our 2000 employee stock purchase plan.

DILUTION

If you invest in our common stock, your interest will be diluted to the extent of the difference between the public offering price per share of our common stock and the pro forma as adjusted net tangible book value per share of our common stock after this offering. The pro forma net tangible book value of our common stock as of September 30, 2000 was approximately \$27.7 million or \$0.61 per share of common stock including proceeds of \$2.5 million from the issuance of 434,782 shares of our Series D preferred stock in October 2000. Pro forma net tangible book value per share represents the dollar amount of our total tangible assets reduced by the dollar amount of our total liabilities and divided by the total number of shares of our common stock including shares issuable upon conversion of our preferred stock outstanding as of the date of this prospectus.

After giving effect to the receipt of the estimated net proceeds from this offering, based upon an assumed initial public offering price of \$11.00 per share, and after deducting underwriting discounts and commissions and estimated offering expenses and the adjustments, the pro forma net tangible book value of our common stock as of September 30, 2000 would have been \$97.7 million or \$1.87 per share. This represents an immediate increase in net tangible book value of \$1.26 per share to existing stockholders and an immediate dilution of \$9.13 per share to new investors purchasing shares at the initial public offering price. The following table illustrates this per share dilution:

Assumed initial public offering price per share.....	\$11.00
Pro forma net tangible book value per share as of	
September 30, 2000.....	\$0.61
Increase per share attributable to new investors.....	1.26

Pro forma as adjusted net tangible book value per share	
after the offering.....	1.87

Dilution per share to new investors.....	\$ 9.13
	=====

Assuming the exercise in full of the underwriters' over-allotment option, our pro forma as adjusted net tangible book value at September 30, 2000 would have been approximately \$2.04 per share, representing an immediate increase in net tangible book value of \$1.43 per share to our existing stockholders and an immediate dilution in net tangible book value of \$8.96 per share to new investors.

The following table summarizes, at September 30, 2000, on a pro forma basis, the total number of shares purchased from us, and consideration paid to us and the average price per share paid by existing holders of common stock and by new investors purchasing shares of common stock in this offering at an assumed initial public offering price of \$11.00 per share, before deducting the estimated underwriting discounts and commissions and estimated offering expenses:

	SHARES PURCHASED		TOTAL CONSIDERATION		AVERAGE PRICE PER SHARE
	NUMBER	PERCENT	AMOUNT	PERCENT	
Existing stockholders.....	45,105,000	86.6%	\$ 85,116,000	52.5%	\$ 1.89
New investors.....	7,000,000	13.4	77,000,000	47.5	\$11.00

Total.....	52,105,000	100%	\$162,116,000	100.0%	
	=====	====	=====	=====	

The foregoing discussion and table assume no exercise of the underwriters' overallotment option and exclude the effect of:

- 10,228,094 shares of common stock that could be issued upon the exercise of options outstanding as of November 10, 2000 at a weighted average exercise price of \$4.62 per share;
- 10,542,090 shares of common stock that could be issued upon exercise of warrants outstanding as of November 10, 2000 at a weighted average exercise price of \$2.79 per share;
- 5,781,883 shares of common stock that could be issued in the future under our stock option plans as of November 10, 2000; and
- 1,500,000 shares of common stock that could be issued in the future under our 2000 employee stock purchase plan.

To the extent that any of our these options or warrants are exercised or shares are issued, there will be further dilution to new public investors. See

"Capitalization," "Management -- Compensation Plans," "Description of Securities," and notes 8 and 9 of notes to consolidated financial statements contained elsewhere in this prospectus.

SELECTED FINANCIAL DATA

You should read the following selected financial data in conjunction with our consolidated financial statements and notes to our consolidated financial statements and with "Management's Discussion and Analysis of Financial Condition and Results of Operations," which are included elsewhere in this prospectus. The consolidated statement of operations data for each of the years ended December 31, 1997, 1998 and 1999, and the balance sheet data at December 31, 1998 and 1999 are derived from our consolidated financial statements which have been audited by Arthur Andersen LLP and which are included elsewhere in this prospectus. The consolidated statement of operations data for the period from inception to December 31, 1996 and the balance sheet data at December 31, 1996 and 1997 are derived from audited consolidated financial statements not included in this prospectus. The consolidated balance sheet data at September 30, 1999 is derived from unaudited consolidated financial statements not included in this prospectus. The consolidated balance sheet data at September 30, 2000 is derived from unaudited consolidated financial statements included elsewhere in this prospectus. See notes 4 and 14 of the notes to consolidated financial statements for an explanation of the number of shares used to compute net loss per share and pro forma net loss per share. The historical financial information may not be indicative of our future performance and results of interim periods may not be indicative of results that may be expected for any other interim period or for the year as a whole.

	PERIOD FROM APRIL 26, 1996 (INCEPTION) TO DECEMBER 31, 1996	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
		1997	1998	1999	1999	2000
(IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATA)		(UNAUDITED)				
CONSOLIDATED STATEMENT OF OPERATIONS DATA:						
Revenue.....	\$ 277	\$ 3,354	\$ 5,378	\$ 9,556	\$ 5,514	\$ 33,408
Cost of revenue.....	168	1,856	3,433	11,955	5,751	34,970
Gross margin.....	109	1,498	1,945	(2,399)	(237)	(1,562)
Operating expenses:						
Research and development.....	2,650	1,995	2,333	3,717	1,926	8,902
Sales and marketing.....	256	2,058	2,685	4,480	2,630	10,468
General and administrative.....	656	1,944	2,496	4,443	3,335	3,345
Amortization of deferred stock compensation....	--	--	115	220	166	6,523
Total operating expenses.....	3,562	5,997	7,629	12,860	8,057	29,238
Loss from operations.....	(3,453)	(4,499)	(5,684)	(15,259)	(8,294)	(30,800)
Other income (expense) net.....	(9)	23	178	(3,210)	(1,236)	530
Net loss.....	\$ (3,462)	\$ (4,476)	\$ (5,506)	\$ (18,469)	\$ (9,530)	\$ (30,270)
Net loss per common share:						
Basic and diluted.....	\$ (0.37)	\$ (0.51)	\$ (0.69)	\$ (2.04)	\$ (1.09)	\$ (3.31)
Weighted average shares outstanding.....						
	9,711,630	9,711,630	9,711,630	9,728,421	9,723,737	10,138,695
Pro forma net loss per share (unaudited)(1):						
Basic and diluted.....				\$ (0.73)	\$ (0.39)	\$ (0.75)
Weighted average shares outstanding.....						
				27,199,269	27,164,387	44,494,326

	DECEMBER 31,				SEPTEMBER 30,
	1996	1997	1998	1999	2000
(IN THOUSANDS)					(UNAUDITED)
CONSOLIDATED BALANCE SHEET DATA:					
Cash and cash equivalents.....	\$ 1,262	\$ 1,927	\$ 3,497	\$ 25,455	\$ 13,893
Working capital.....	274	937	3,383	15,769	20,003
Total assets.....	3,065	3,879	6,184	38,118	48,061
Long-term obligations, net of current portion....	--	--	--	106	289
Convertible and redeemable preferred stock.....	2,258	6,724	14,812	43,805	51,492
Preferred stock.....	--	--	--	--	6
Common stock.....	10	10	10	10	10
Accumulated deficit.....	(3,462)	(7,937)	(15,249)	(35,122)	(68,695)
Stockholders' equity (deficit).....	(752)	(1,100)	(14,625)	(31,128)	(24,556)

 (1) See notes 4 and 14 of the notes to the consolidated financial statements for an explanation of the determination of the number of shares and share equivalents used in computing pro forma per share amounts.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS

The following discussion of our consolidated financial condition and results of operations should be read in conjunction with our consolidated financial statements and related notes included elsewhere in this prospectus. This prospectus contains certain statements of a forward-looking nature relating to future events or our future financial performance. We caution prospective investors that such statements involve risks and uncertainties, and that actual events or results may differ materially. In evaluating such statements, prospective investors should specifically consider the various factors identified in this prospectus, including the matters set forth under the caption "Risk Factors" contained elsewhere in this prospectus which could cause actual results to differ materially from those indicated by such forward-looking statements.

OVERVIEW

We are a provider of wireless data access solutions. Since our inception in April 1996, we have been focused on the development and commercialization of two-way wireless data communications technologies. We launched our NRM-6812 OEM module in September 1996, our Sage and first Minstrel products in 1997, our Minstrel III Wireless Modem and Expedite Wireless Modem in April 1999 and our Merlin Type II Wireless Modem in August 1999. In addition, we announced our Minstrel V Wireless Modem for the Palm V handheld computing device in October 1999 and our Lancer 3W Modem in April 2000.

Since our inception, we have incurred substantial costs to develop our technology and products, to recruit and train personnel for our product development, sales and marketing and professional services departments, and to establish our administrative infrastructure. Historically, our operating expenses have exceeded the revenue generated by our products and services. As a result, we have incurred net operating losses in each quarter since inception and had an accumulated deficit of \$68.7 million as of September 30, 2000. In addition, we have increased our number of employees and independent contractors from 56 as of December 31, 1998 to 281 as of November 10, 2000.

We have entered into, and expect to continue to enter into, significant customer contracts for the development and supply of our products. These contracts may place significant demands on our resources. As a result, we expect research and development, sales and marketing and other costs relating to the development, manufacture and sale of our products to increase. We also expect to continue to incur these expenses in periods prior to recognizing revenue from these contracts.

Revenue. Our revenue has been generated from the sale of wireless modems to wireless telecommunications operators, wireless data content and service providers, resellers and OEM customers. We also generate revenue from product activation services we provide prior to shipping; through September 30, 2000, such revenue has not been significant. Revenue from product sales and services, which includes product activation, is recognized upon the latter of transfer of title or upon shipment of the product to the customer or upon rendering product activation services, if applicable. Revenues from long-term supply contracts are recognized as products are shipped to customers over the period of the contract. We record deferred revenue for cash payments received from customers in advance of product shipment. We grant price protection provisions to certain customers and we track pricing and other terms offered to customers buying similar products to assess compliance with these provisions. To date, the Company has not incurred material price protection expenses. We establish reserves for estimated product returns and warranty allowances in the period in which revenue is recognized. Reserves for product returns were \$0, \$0 and \$167,000 at December 31, 1998, 1999 and September 30, 2000, respectively.

During 1997 and 1998 we generated revenue of \$1.4 million and \$650,000, respectively, under a contract research and development and license agreement. Revenue on this agreement was recognized under the contractual terms, which in 1997 included customer acceptance of our design and a license to use our technology and in 1998 included successful manufacturing of the product by the customer. Costs of revenue incurred under the agreement totaled approximately \$720,000 and \$294,000 in 1997 and 1998, respectively.

Cost of Revenue. Our cost of revenue typically consists of material components, labor for system assembly and testing, product activations, technical support, warranty costs and overhead expenses. We currently outsource our manufacturing operations to third parties to minimize our capital expenditures and to benefit from contract manufacturer economies of scale.

Gross Margin. Our overall gross margin, or revenue less cost of revenue, may fluctuate from quarter to quarter as a result of the availability and costs of components, shifts in product mix, the proportion of direct and indirect sales, anticipated decreases in average selling prices and our ability to manage manufacturing costs.

We have reported negative gross margins since our margins are at or near break-even levels based on contracted purchase and sales prices, and our cost of revenues includes costs to support operations well in excess of our current revenue and units processed in anticipation of future growth. We consider these excess capacity costs to be a period expense rather than a capitalizable inventory cost, and we account for them accordingly. These factors have resulted in negative gross margins for the year ended December 31, 1999 and for the first half of 2000. We had positive gross margins during the third quarter of 2000 and anticipate this trend to continue. This is primarily due to increased sales volume and changes in product mix.

Research and Development. Our research and development expenses consist of employee compensation, related personnel expenses, consultant fees and prototype expenses related to the design, development, testing and enhancement of our products. Our research and development costs are expensed as incurred. We believe that continued investment in research and development is critical to achieving our strategic product development and cost reduction objectives and, as a result, expect these expenses to continue to increase significantly in absolute dollars in the future.

Sales and Marketing. Our sales and marketing expenses consist of employee compensation, sales commissions and related expenses for personnel engaged in marketing, sales and field service support and advertising and promotional materials. We anticipate that sales and marketing expenses will increase in future quarters as we increase sales and marketing operations, expand distribution channels, increase the number of sales and marketing personnel and increase our international sales efforts.

General and Administrative. Our general and administrative expenses consist of employee compensation and related personnel expenses, recruiting and relocation expenses, professional and consulting fees, and other general corporate expenses. We expect these expenses to increase as we increase the number of personnel and incur additional costs related to our operation as a public company.

Stock-Based Compensation Expense. We recorded cumulative deferred compensation expense of \$30.9 million as a result of stock options granted below fair value for accounting purposes through September 30, 2000. This amount represents the difference between the exercise price of these stock option grants and the estimated fair value of the underlying common stock at the time of grant. Of this amount, we have amortized approximately \$6.9 million through September 30, 2000. The remaining \$24.0 million will be amortized in future periods over the vesting period of the options, which is generally four years. We estimate that our stock compensation expense from options granted or issued from our inception in April 1996 through September 30, 2000 will be \$6.3 million in the fourth quarter of 2000, \$10.4 million in 2001, \$4.6 million in 2002, \$2.1 million in 2003 and \$600,000 in 2004, assuming no cancellations or additional stock option grants below deemed fair value. This expense has no impact on our cash flow. With respect to stock-based compensation, we are using the attribute method prescribed by FASB Interpretation No. 28 and SFAS 123.

RESULTS OF OPERATIONS

The following table sets forth our consolidated statements of operations expressed as a percentage of revenue for the periods indicated. Data for the period from inception through December 31, 1996 is not presented because revenue for that period was not material.

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1997	1998	1999	1999	2000
	(AS A PERCENT OF REVENUE)				
Revenue.....	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of revenue.....	55.3	63.8	125.1	104.3	104.7
Gross margin.....	44.7	36.2	(25.1)	(4.3)	(4.7)
Operating expenses:					
Research and development.....	59.5	43.4	38.9	34.9	26.7
Sales and marketing.....	61.4	49.9	46.9	47.7	31.3
General and administrative.....	58.0	46.4	46.5	60.5	10.0
Amortization of deferred stock compensation.....	--	2.1	2.3	3.0	19.5
Total operating expenses.....	178.9	141.8	134.6	146.1	87.5
Loss from operations.....	(134.2)	(105.6)	(159.7)	(150.4)	(92.2)
Interest income.....	0.7	3.3	0.5	0.6	1.7
Interest expense.....	--	--	(34.2)	(23.0)	(0.1)
Other, net.....	--	--	0.1	--	--
Net loss.....	(133.5)%	(102.3)%	(193.3)%	(172.8)%	(90.6)%

NINE MONTHS ENDED SEPTEMBER 30, 2000 COMPARED TO NINE MONTHS ENDED SEPTEMBER 30, 1999

Revenue. Revenue for the nine months ended September 30, 2000 increased \$27.9 million, or 506%, to \$33.4 million compared to \$5.5 million for the same period in 1999. In 2000, sales of existing products increased by \$7.2 million due to the overall increase in demand for wireless products. New products contributed to the overall sales increases by \$20.7 million with the introduction of the Expedite Wireless Modem in April 1999, the Merlin Type II Wireless Modem in August 1999 and the Minstrel V Wireless Modem in October 1999.

Cost of Revenue. Our cost of revenue for the nine months ended September 30, 2000 increased \$29.2 million, or 508%, to \$35.0 million compared to \$5.8 million in the same period in 1999. The increase in cost of revenue was primarily the result of increased sales of existing products (approximately \$5.8 million), costs associated with the production and sales of new products (approximately \$17.8 million) and costs associated with increasing our operating capacity.

Gross Margin. Our gross margin for the nine months ended September 30, 2000 decreased by \$1.3 million, or 559%, to negative \$1.6 million compared to negative \$237,000 in the same period in 1999.

Research and Development. Our research and development expenses for the nine months ended September 30, 2000 increased \$7.0 million, or 362%, to \$8.9 million compared to \$1.9 million in the same period in 1999. The increase was due to an increase in personnel expenses of \$2.8 million and an increase in expenses relating to projects in development of \$4.2 million.

Sales and Marketing. Sales and marketing expenses for the nine months ended September 30, 2000 increased \$7.8 million, or 298%, to \$10.5 million compared to \$2.6 million in the same period in 1999. The increase was the result of increased personnel expenses of \$2.8 million, expanded advertising expenses of \$1.6 million, increased participation in trade shows resulting in a \$1.6 million increase and increased expenditures to support new products and expand distribution channels.

General and Administrative. General and administrative expenses for the nine months ended September 30, 2000 remained consistent at \$3.3 million compared to the same period in 1999.

Amortization of deferred stock compensation. Amortization of deferred stock compensation for the nine months ended September 30, 2000 increased \$6.4 million to \$6.5 million compared to \$166,000 in the same period in 1999. This increase is due to additional stock options issued during 2000, resulting in a deferred compensation charge of \$29.7 million.

Interest Income. Interest income for the nine months ended September 30, 2000 increased \$521,000 to \$554,000 compared to \$33,000 in 1999. The increase was due to income on the proceeds from the Series C financing which closed on December 31, 1999 and the proceeds from the Series D financing which closed in June and July of 2000.

Interest Expense. Interest expense amounted to \$1.3 million for the nine months ended September 30, 1999 due to the non-cash charges we incurred in connection with the convertible subordinated debentures that we issued and sold in 1999 and the related common stock warrants issued in connection with these debentures. Interest expense of \$30,000 for the nine months ended September 30, 2000 is due to capital leases entered into during 2000.

Net Loss. The net loss for the nine months ended September 30, 2000 increased \$20.8 million, or 218%, to \$30.3 million compared to \$9.5 million in 1999.

YEAR ENDED DECEMBER 31, 1999 COMPARED TO THE YEAR ENDED DECEMBER 31, 1998

Revenue. Revenue for 1999 increased \$4.2 million, or 78%, to \$9.6 million compared to \$5.4 million in 1998. In 1999, sales of existing products increased by \$1.5 million due to the overall increase in demand for wireless products. New products also contributed to the overall sales by \$3.3 million with the introduction of the Expedite Wireless Modem in April 1999 and the Merlin Type II Wireless Modem in August 1999. This increase is partially offset by a decrease of \$650,000 in contract research revenue during 1999 compared to 1998 as the Company did not have any research contracts.

Cost of Revenue. Our cost of revenue for 1999 increased \$8.5 million, or 248%, to \$12.0 million compared to \$3.4 million in 1998. The increase in cost of revenue was primarily the result of increased sales of existing products (approximately \$1.4 million), costs associated with the production and sales of new products (approximately \$2.8 million) and costs associated with changing manufacturers and moving production during the year (approximately \$1.0 million) offset in part by a decrease in contract research costs of \$720,000 as the Company did not have any research contracts. Prior to 1999, we used offshore contract manufacturers. In the first quarter of 1999, our principal manufacturer experienced financial difficulties as a result of the general downturn in the Asian economies and, as a result, ceased production of our finished goods. To maintain production levels in the short-term, we and our new manufacturer were forced to purchase raw materials for immediate delivery at premium prices.

Gross Margin. Gross margin for 1999 decreased by \$4.3 million, or 223%, to negative \$2.4 million compared to \$1.9 million in 1998.

Research and Development. Research and development expenses for 1999 increased \$1.4 million, or 59%, to \$3.7 million compared to \$2.3 million in 1998. The increase was primarily due to an increase in personnel expenses of \$703,000 and an increase in expenses relating to projects in development of \$697,000.

Sales and Marketing. Sales and marketing expenses for 1999 increased \$1.8 million, or 67%, to \$4.5 million compared to \$2.7 million in 1998. The increase was the result of increased personnel expenses of \$1.1 million, expanded advertising expenses of \$388,000 and expenditures to support new products and to expand our distribution channels resulting in a \$171,000 increase.

General and Administrative. General and administrative expenses for 1999 increased \$1.9 million, or 78%, to \$4.4 million compared to \$2.5 million in 1998. This increase was due to an increase in the number of personnel from 1998 to 1999 resulting in a \$434,000 increase, our relocation of the administrative functions from Calgary to San Diego which amounted to an increase of \$750,000 and an increase in professional fees of \$440,000.

Amortization of deferred stock compensation. Amortization of deferred stock compensation for 1999 increased \$105,000, or 91% to \$220,000 compared to \$115,000 in 1998. This increase is due to stock options issued towards the end of 1998, which were amortized for a full year in 1999, in addition to deferred compensation expense recorded as a result of stock options issued in 1999 at a price below fair value.

Interest Expense. Interest expense amounted to \$3.3 million for 1999 due to the non-cash charges we incurred in connection with the convertible subordinated debentures that we issued and sold in 1999 and the related common stock warrants issued in connection with these debentures. We did not incur any interest expense during 1998.

Interest Income. Interest income for 1999 decreased \$131,000, or 74%, to \$47,000 compared to \$178,000 in 1998. The decrease was due to lower average cash invested in 1999 compared to 1998.

Net Loss. The net loss for the year ending December 31, 1999 increased \$13.0 million, or 235%, to \$18.5 million compared to \$5.5 million in 1998.

YEAR ENDED DECEMBER 31, 1998 COMPARED TO THE YEAR ENDED DECEMBER 31, 1997

Revenue. Revenue for 1998 increased \$2.0 million, or 60%, to \$5.4 million compared to \$3.4 million in 1997. In 1998, sales of existing products increased by \$800,000 due to the overall increase in demand for wireless products. New products also contributed to the overall sales by \$2.5 million with the introduction of the original Minstrel, Sage and Contact products in late 1997. This increase was partially offset by a decrease of \$750,000 in license and research contract revenue during 1998 compared to 1997.

Cost of Revenue. Our cost of revenue for 1998 increased \$1.5 million, or 85%, to \$3.4 million compared to \$1.9 million in 1997. The increase in cost of revenue was the result of the costs of increased units sold and the start-up costs associated with the production of new products, offset by a decrease in costs related to research contact of approximately \$426,000.

Gross Margin. Gross margin for 1998 increased by \$400,000, or 30%, to \$1.9 million compared to \$1.5 million in 1997.

Research and Development. Research and development expenses for 1998 increased \$300,000, or 17%, to \$2.3 million compared to \$2.0 million in 1997. Fiscal year 1997 included approximately \$500,000 for research and development costs to further projects we commenced in 1996.

Sales and Marketing. Sales and marketing expenses for 1998 increased \$600,000, or 30%, to \$2.7 million compared to \$2.1 million in 1997. The increase was the result of increased headcount. During 1998, we also increased marketing expenditures to support new products and expand our distribution channels.

General and Administrative. General and administrative expenses for 1998 increased \$600,000, or 28%, to \$2.5 million compared to \$1.9 million in 1997. This increase was due to additions to our senior management team and administrative personnel.

Amortization of deferred stock compensation. Amortization of deferred stock compensation amounted to \$115,000 for 1998 compared to none in 1997. During 1997, the Company did not issue any stock options at a price below fair value and therefore did not record deferred compensation expense. In 1998, the Company issued stock options at a price below fair value and therefore recorded deferred compensation expense associated with those options.

Interest Income. Interest income for 1998 increased \$155,000, or 674%, to \$178,000 compared to \$23,000 in 1997. This increase was due to additional interest income earned on our increased average cash and short-term investment balances.

Net Loss. The net loss for the year ending December 31, 1998 increased \$1.0 million or 23% to \$5.5 million compared to \$4.5 million in 1997.

SELECTED QUARTERLY RESULTS OF OPERATIONS

The following table sets forth our historic unaudited quarterly consolidated statements of operations data for each of the eleven fiscal quarters ended September 30, 2000, and such information expressed as a percentage of our revenue. This unaudited quarterly information has been prepared on the same basis as the annual audited financial statements appearing elsewhere in this prospectus, and includes all necessary adjustments, consisting only of normal recurring adjustments, that we consider necessary to present fairly the financial information for the quarters presented. The quarterly data should be read in conjunction with the audited consolidated financial statements and the notes thereto appearing elsewhere in this prospectus.

	QUARTER ENDED							
	MARCH 31, 1998	JUNE 30, 1998	SEPT. 30, 1998	DEC. 31, 1998	MARCH 31, 1999	JUNE 30, 1999	SEPT. 30, 1999	DEC. 31, 1999
	(IN THOUSANDS)							
CONSOLIDATED STATEMENTS OF OPERATIONS DATA:								
Revenue.....	\$ 1,285	\$ 1,732	\$ 1,275	\$ 1,086	\$ 1,205	\$ 1,096	\$ 3,213	\$ 4,042
Cost of revenue.....	626	1,290	787	730	1,025	1,752	2,974	6,204
Gross margin.....	659	442	488	356	180	(656)	239	(2,162)
Operating expenses:								
Research and development...	536	551	480	766	484	682	760	1,791
Sales and marketing.....	640	507	799	739	391	990	1,249	1,850
General and administrative.....	425	644	385	1,042	893	1,289	1,141	1,120
Amortization of deferred stock compensation.....	--	--	46	69	69	71	38	42
Total operating expense.....	1,601	1,702	1,710	2,616	1,837	3,032	3,188	4,803
Loss from operations.....	(942)	(1,260)	(1,222)	(2,260)	(1,657)	(3,688)	(2,949)	(6,965)
Interest income.....	17	25	37	99	17	8	8	14
Interest expense.....	--	--	--	--	--	--	(1,268)	(1,999)
Other, net.....	--	--	--	--	(1)	--	--	11
Net loss.....	\$ (925)	\$ (1,235)	\$ (1,185)	\$ (2,161)	\$ (1,641)	\$ (3,680)	\$ (4,209)	\$ (8,939)
AS A PERCENTAGE OF REVENUE:								
Revenue.....	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of revenue.....	48.7	74.5	61.7	67.2	85.1	159.8	92.6	153.5
Gross margin.....	51.3	25.5	38.3	32.8	14.9	(59.8)	7.4	(53.5)
Operating expenses:								
Research and development...	41.7	31.8	37.6	70.5	40.2	62.2	23.7	44.3
Sales and marketing.....	49.8	29.3	62.7	68.0	32.4	90.3	38.9	45.8
General and administrative.....	33.1	37.2	30.2	96.0	74.1	117.6	35.5	27.7
Amortization of deferred stock compensation.....	--	--	3.6	6.3	5.7	6.5	1.2	1.0
Total operating expense.....	124.6	98.3	134.1	240.8	152.4	276.6	99.3	118.8
Loss from operations.....	(73.3)	(72.8)	(95.8)	(208.0)	(137.5)	(336.4)	(91.9)	(172.3)
Interest income.....	1.3	1.4	2.9	9.1	1.4	0.7	0.2	0.3
Interest expense.....	--	--	--	--	--	--	(39.5)	(49.5)
Other, net.....	--	--	--	--	--	--	--	0.3
Net loss.....	(72.0)%	(71.4)%	(92.9)%	(198.9)%	(136.1)%	(335.7)%	(131.2)%	(221.2)%

	QUARTER ENDED		
	MARCH 31, 2000	JUNE 30, 2000	SEPT. 30, 2000
	(IN THOUSANDS)		

CONSOLIDATED STATEMENTS OF OPERATIONS DATA:			
Revenue.....	\$ 6,837	\$ 9,094	\$ 17,477
Cost of revenue.....	7,865	10,149	16,956
Gross margin.....	(1,028)	(1,055)	521
Operating expenses:			
Research and development...	2,076	3,127	3,699
Sales and marketing.....	2,319	4,153	3,996
General and administrative.....	946	1,246	1,153
Amortization of deferred stock compensation.....	120	142	6,261

Total operating expense.....	5,461	8,668	15,109
Loss from operations.....	(6,489)	(9,723)	(14,588)
Interest income.....	215	75	264
Interest expense.....	(11)	(9)	(10)
Other, net.....	17	(11)	--
Net loss.....	\$(6,268)	\$(9,668)	\$(14,334)
AS A PERCENTAGE OF REVENUE:			
Revenue.....	100.0%	100.0%	100.0%
Cost of revenue.....	115.0	111.6	97.0
Gross margin.....	(15.0)	(11.6)	3.0
Operating expenses:			
Research and development...	30.4	34.4	21.2
Sales and marketing.....	33.9	45.7	22.9
General and administrative.....	13.8	13.7	6.6
Amortization of deferred stock compensation.....	1.8	1.6	35.8
Total operating expense.....	79.9	95.4	86.5
Loss from operations.....	(94.9)	(107.0)	(83.5)
Interest income.....	3.1	0.8	1.5
Interest expense.....	(0.2)	(0.1)	(0.1)
Other, net.....	0.2	(0.1)	--
Net loss.....	(91.8)%	(106.4)%	(82.1)%

We have experienced and expect to continue to experience significant fluctuations in quarterly operating results. We believe that quarter-to-quarter comparisons of our operating results should not be relied upon as an indication of our future performance. See "Risk Factors -- Because we have been operating only since 1996, our historic operating results may not be meaningful to an investor evaluating our company" and " -- The fluctuation of our quarterly operating results may cause our stock price to decline."

LIQUIDITY AND CAPITAL RESOURCES

Since our inception, we have funded our operations primarily through private sales of our equity securities and the issuance of debt instruments, and to a lesser extent, capital lease arrangements and borrowings under various lines of credit. To date, gross proceeds from these transactions have totaled approximately \$85.1 million. These transactions included sales of our common stock since inception of \$0.8 million, the sale between August 1996 and December 1997 of preferred stock for total proceeds of approximately \$7.5 million, the sale between December 1997 and September 1998 of preferred stock and warrants to purchase common stock for total proceeds of approximately \$9.8 million, the sale in June and July 1999 of convertible subordinated debentures and warrants to purchase shares of our common stock in the total original principal amount of approximately \$3.1 million, the sale in December 1999 of preferred stock and warrants to purchase common stock for total proceeds of approximately \$27.5 million, the sale in June and July 2000 of preferred stock and warrants to purchase common stock for total proceeds of approximately \$33.9 million and the sale in October 2000 of preferred stock for total proceeds of approximately \$2.5 million. All the preferred stock will automatically convert into shares of our common stock immediately prior to the completion of this offering. See "Related Party Transactions" for more information about these transactions. At September 30, 2000 we had approximately \$13.9 million in cash and cash equivalents.

For the years ended December 31, 1997, 1998 and 1999, we used net cash in operating activities of \$3.5 million, \$5.0 million and \$5.2 million, respectively. Our operating activities included major uses of cash to fund our 1999 net loss of \$18.5 million which included a \$3.1 million non-cash charge for interest expenses related to the warrants we issued with our convertible subordinated debentures. During 1999, we used cash in operating activities by purchasing inventory in the amount of \$4.7 million which was later transferred to our contract manufacturer and classified as due from contract manufacturer on the consolidated balance sheet. Additionally, we used cash by increasing inventories by \$4.1 million and accounts receivable by \$900,000, and generated cash flows by increasing accounts payable and accrued expenses by approximately \$11.0 million and our deferred revenue increased by \$8.1 million. Substantially all of the increase in deferred revenue represents cash received from customers for advanced payments under long-term supply contracts. Our net cash used in operating activities in the first nine months of 2000 amounted to \$38.7 million. Our operating activities included major uses of cash to fund our 2000 net loss of \$30.3 million, which included a \$6.5 million non-cash stock compensation charge. During 2000, we used cash in operating activities by increasing accounts receivable in the amount of \$10.9 million, increasing deferred revenues by \$5.1 million, purchasing inventory in the amount of \$4.2 million and increasing prepaid expenses and other assets by \$2.8 million. We generated cash flows by increasing accounts payable and accrued expenses by approximately \$5.0 million and decreased our due from manufacturer receivable by \$2.1 million.

Our net cash used in investing activities in 1999 was \$600,000, which was primarily for purchases of property and equipment. Our net cash used in investing activities in 1997 and 1998 was \$800,000 and \$300,000, respectively, and \$6.7 million during the nine months ending September 30, 2000, and was also primarily for purchases of property and equipment. These capital expenditures were primarily investments for equipment to test our products and to support our business.

Cash provided from financing activities, consisting primarily of net proceeds from the sale of our equity securities, was approximately \$4.7 million for the year ending December 31, 1997, \$7.2 million for the year ending December 31, 1998, \$27.7 million for the year ending December 31, 1999 and \$33.8 million during the nine months ending September 30, 2000.

We believe that our available cash reserves, which includes proceeds from the sale of our Series D preferred stock completed in June, July and October 2000, together with the estimated net proceeds of this offering, will be sufficient to fund operations and to meet our working capital needs and anticipated capital expenditures for at least the next twelve months. We do not anticipate significant capital expenditures over the course of the next twelve months. We may also use a portion of the net proceeds to invest in complementary products, to license other technology or to make acquisitions. Thereafter, we may raise

additional funds to fund more rapid expansion of our business, fund unexpected expenditures, continue to develop new products and enhancements to our current products, or acquire technologies or businesses. Additional financing may not be available when needed, on favorable terms, or at all.

QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We do not currently use derivative financial instruments. We generally place our marketable security investments in high credit quality instruments, primarily U.S. Government obligations and corporate obligations with contractual maturities of less than one year. We do not expect any material loss from our marketable security investments and therefore believe that our potential interest rate exposure is not material; however, these investments are subject to interest rate risk. We do not currently enter into foreign currency hedge transactions. Through September 30, 2000, foreign currency fluctuations have not had a material impact on our financial position or results of operations.

RECENT ACCOUNTING PRONOUNCEMENTS

In 1998, the Financial Accounting Standards Board, or FASB, issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" and in June 1999 issued SFAS No. 137, "Accounting for Derivatives and Hedging Activities -- Deferral of the Effective Date of FASB Statement No. 133." Under SFAS No. 133, derivatives not meeting hedge criteria are recorded in the balance sheet as either an asset or liability measured at fair value and changes in fair value are recognized currently in earnings. The Company will be required to implement SFAS No. 133, as amended by SFAS No. 137, in fiscal 2001. The Company does not anticipate that the implementation of SFAS No. 133 and SFAS No. 137 will have a material impact on its financial position or results of operations.

In December 1999, the Securities and Exchange Commission (SEC) issued Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition in Financial Statements." SAB No. 101 summarizes the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. SAB No. 101 is effective during the fourth quarter of fiscal 2000. Management has reviewed and adopted the provisions of SAB No. 101 which did not have a material impact on the Company's financial position or results of operations.

YEAR 2000 COMPLIANCE

As a result of the change over from 1999 to 2000, none of our systems or products was affected nor are we aware of any significant issues that have affected our third-party suppliers or customers.

BUSINESS

OVERVIEW

We are a leading provider of wireless data modems and software for use with handheld computing devices and portable personal computers. We also provide wireless data modems which can be integrated into other devices for a wide range of vertical applications. We also offer provisioning, activation and systems integration services to our customers to facilitate use of our products.

We have a strong history of designing innovative wireless access products. We designed and delivered the first products to enable wireless connectivity for the Palm family of handheld computing devices. We have successfully developed and are continuing to develop solutions that enable our customers to wirelessly access data utilizing a wide range of mobile computing devices across a broad range of wireless data network technologies. Our current product portfolio includes the following:

- The Minstrel line of Wireless Modem cradles, for the Palm family of handheld computing devices, the Handspring family of handheld computing devices and the Casio E-15 Windows Pocket PC handheld device;
- The Merlin Type II PC Card for portable and desktop PCs;
- The Sage Wireless Modem for portable and desktop PCs;
- The NRM-6812 and Expedite Wireless OEM Modems for custom integration with computers and other devices; and
- The Lancer 3W Wireless Modem for vehicle-mounted applications.

Our core modem technology is easily customized to address a broad range of vertical applications. Our customers include wireless telecommunications operators such as Verizon Wireless and AT&T Wireless (which services our products, through its distribution partner Global Data Wireless) as well as wireless data content and service providers such as OmniSky, GoAmerica and CreSenda. We also have OEM customers such as @Road, Harvest/Coca-Cola and KeyCorp and we have entered into strategic technology and development relationships within the wireless communications industry with Intel Corporation, Hewlett-Packard, Metricom, OmniSky, Symbol and VoiceStream.

INDUSTRY BACKGROUND

The convergence of mobile computing, wireless communications and the Internet and enterprise networks is driving the rapidly expanding demand for wireless data access. The explosion of the Internet and enterprise networks has accelerated the development of applications for communications, information access, content and commerce. As professionals and consumers increasingly depend on the growing functionality, productivity and convenience that these applications afford, they are demanding "anytime, anywhere" connectivity for their mobile computing devices. International Data Corporation projects that by the end of 2002, the number of worldwide mobile users with two-way communications to the Internet could exceed the number of wired users.

Growth in Mobile Computing

Competition and productivity demands are requiring an increasing number of professionals to maintain remote and mobile access to the Internet, e-mail and enterprise networks. International Data Corporation forecasts that the remote and mobile workforce in the United States, defined as employees spending more than 20% of their time on the job away from the office, will grow from 34 million individuals at the end of 1998 to 47 million at the end of 2003. This trend towards mobile computing has led to the increased use of handheld computing devices and portable PCs both on the road and in the office. International Data Corporation projects that worldwide shipments of handheld companions will grow from approximately 4 million in 1998 to approximately 19 million units in 2003, and that portable PC shipments will grow from approximately 16 million in 1998 to approximately 35 million in 2003.

Growth in Wireless Communications

The adoption of digital wireless voice communications has grown rapidly due to improved service, declining prices, expanding network coverage and the availability of extended service features such as voice and text messaging. DataQuest projects that the number of worldwide digital wireless subscribers will grow from approximately 217 million at the end of 1998 to approximately 828 million by the end of 2003. Recent developments in wireless data technology, increased network coverage and deployment of digital data networks combined with price reductions for data communications have enabled the adoption of wireless data applications such as e-mail, financial services, news and lifestyle content.

There are currently several standards-based technologies for the transmission and reception of wireless data. Existing digital wireless communications technologies such as Time Division Multiple Access (TDMA), Code Division Multiple Access (CDMA) and Global System for Mobile Communications (GSM), collectively known as second generation, or 2G, wireless technologies, offer low speed transmission rates. The transmission rates afforded by these circuit-switched technologies are adequate for limited content applications such as short messaging, financial services, news and other text-based applications. Cellular Digital Packet Data (CDPD) technology is a packet-switched standard that is deployed over traditional analog networks and provides a continuous network connection at slightly higher transmission speeds.

A new set of technologies, often referred to as 2.5G, is under development to provide high-speed packet-based data services over GSM, CDMA and TDMA networks. These 2.5G technologies are expected to support a broader set of data applications, such as streaming media and Web browsing. Packet-based technology affords its users several advantages over circuit-switched systems, including continuous connectivity and higher bandwidth performance, leading to significant cost savings for data transmission. As a result, the 2.5G standards are expected to generate even wider use of wireless data access devices. Third generation, or 3G, systems are being developed for longer-term deployment eventually to replace 2G and 2.5G digital wireless systems. 3G networks will provide for broadband transmission rates enabling enhanced multimedia applications.

Growth in the Internet and Enterprise Networks

The Internet has emerged as a global communications medium enabling millions of people to deliver and share information and conduct business electronically. The development of applications for the digital delivery of products and services such as news, weather, stock quotes and trading, books, music, driving directions and lifestyle information is increasing the everyday use of the Internet. International Data Corporation estimates that the number of worldwide Internet users will grow from approximately 144 million in 1998 to 602 million by the end of 2003. This dramatic growth has led to a proliferation of information and services available on or through the Internet. As access speed and the breadth of applications for the Internet increase, we believe the Internet is quickly becoming a necessary medium for information access, commerce and communication.

Similarly, the proliferation of enterprise networks continues to drive the increasing need for the remote retrieval and use of information. As wireless data communications improve, and as business computing systems are redesigned to integrate and manage wireless enterprise solutions, wireless Internet access applications and services will increasingly play a key role in providing mobile access to corporate information.

Convergence of Mobile Computing, Wireless Communications and the Internet and Enterprise Networks

The increase in demand for "anytime, anywhere" access is driving the convergence of mobile computing, wireless communications and the Internet and enterprise networks, creating new opportunities for wireless data products and services. We have designed our wireless products to capitalize on these opportunities and to afford increased mobile access to enterprise networks and the Internet. Although there can be no assurances that the estimates of International Data Corporation or DataQuest will be achieved or that we will realize similar growth, we believe that demand for wireless data applications will continue

to increase as wireless data network coverage, bandwidth and security improve to allow higher quality service. New wireless technologies that enable high speed access to the Internet allow service providers to offer end-users greater access to a vast array of services and content. These offerings are expected to increase usage, attract new customers and improve customer loyalty. Dataquest estimates that the number of wireless data subscribers worldwide will grow from approximately 14 million at the end of 1998 to approximately 102 million by the end of 2003.

As this convergence evolves, a large opportunity exists to develop wireless connectivity applications for a wide range of vertical industry segments, such as:

- Securities Trading;
- Enterprise Networking, for access to corporate databases and intranets and the facilitation of virtual office applications;
- Field Services and Sales, to provide Web access, enterprise network access and contact management in the field;
- Public Safety, for police, fire and ambulance related applications such as remote database access, information dissemination, police substation communication and electronic monitoring;
- Transportation, for applications related to trucking and mobile dispatch, vehicle fleet management and location, driver communications, order entry and vehicle location and tracking;
- Retail and Point of Sale Terminals, for applications such as remote credit card verification and automated teller machines; and
- Vending System Monitoring.

Need for Cost-Effective Wireless Data Access for Mobile Computing Devices

We believe that as mobile professionals and consumers increasingly depend on the Internet and other enterprise computing applications, they will demand convenient, cost-effective and user-friendly wireless data solutions for all mobile computing devices. Until now, devices such as smart phones and two-way pagers have been introduced to address this demand. Smart phones are enhanced cellular telephones that are designed for voice applications rather than data applications, and two-way paging devices allow users to access e-mail and other information, but are not currently suited for interactive or large display applications. While these products may adequately address low bandwidth applications, such as messaging, we believe devices that allow greater display and interactive capabilities, such as handheld computing devices and portable PCs, are better suited for wireless data applications.

OUR SOLUTION

We are a provider of integrated wireless data access solutions. We provide a suite of wireless data modems and enabling software for use with handheld computing devices and portable PCs and for vertical applications. We provide our customers the following advantages:

Breadth of Wireless Access Products

Our products enable both handheld computing devices and portable PCs to access the Internet and enterprise networks wirelessly. We also provide wireless modems which enable connections to a broad range of appliances for vertical applications. We are developing additional capabilities for emerging wireless networks in order to afford our customers maximum flexibility in choosing their wireless data access solutions.

Price Performance Leadership

We have designed our products to provide high levels of performance and functionality at an attractive price to drive widespread adoption among users. We use software solutions where others still use

hardware and we build our products around a core common hardware and software platform. As a result, we are able to offer products which present a substantially better value proposition than do other wireless data access products with similar functionality.

Convenience

Our products provide users with a wireless connection to the Internet and enterprise networks with a focus on ease-of-use and real-time access to e-mail, online content and critical personal and professional information. We have designed our products to reduce their size and weight without sacrificing performance. For example, our Minstrel modems for handheld computing devices are lightweight and slip easily into a suit pocket or purse. We have also designed our products to enhance range and functionality with low power requirements, so that they can be used for extended periods of time without needing to recharge. Moreover, we offer activation services to service providers prior to shipping so that our products are ready for immediate use upon their delivery.

Productivity

Our products improve productivity by enabling handheld computing devices and portable PCs to be continuously connected to the Internet and enterprise networks. Our products for handheld computing devices also enable wireless synchronization so users can backup and access personal and professional data from remote locations. These features allow mobile professionals to access and manage data and information even while they are away from traditional work settings, thereby significantly increasing their productivity.

Customized Solutions

Our technology platform enables us to provide wireless data solutions for a wide range of specialized applications and to adapt our products to specific customer needs. We enable our OEM customers to provide their clients with tailored solutions for vertical market applications such as securities trading, public safety, transportation and retail and point of sale terminals. Our engineering group assists with the integration of our wireless products to provide comprehensive solutions to our customers.

OUR STRATEGY

Our objective is to be the leading global provider of wireless data access products. The key elements of our strategy are to:

Extend Our Technology Leadership

We intend to continue developing higher speed integrated wireless data access solutions to capitalize on the expansion of global wireless data access technologies. We plan to rapidly develop new modem technologies based on evolving wireless data standards and to offer customers a comprehensive range of wireless access products for mobile computing devices. We also intend to continue to apply our technological expertise to reduce the overall size, weight, cost and power consumption of our products, while increasing their capabilities and performance.

Drive Widespread Adoption of Our Products and Increased Market Penetration

We intend to drive widespread adoption of our products through increased global marketing activities, strategic pricing and expansion of our international and direct sales distribution networks. We believe these efforts will increase our revenue and our brand recognition. Our product pricing is an important part of this strategy and we will continue to adjust our prices to ensure market penetration by offering value to our customers. We also intend to promote and extend our technology integration services which, in simplifying customer use, will help ensure the widespread adoption of our products.

Expand and Develop Strategic Relationships

We plan to build and expand on strategic relationships to improve the design and functionality of our wireless access products and rapidly gain market share. We intend to establish and maintain relationships with a strategic focus on:

- Wireless computing communications companies, such as our existing relationships with Hewlett-Packard, Symbol and VoiceStream, to extend our platform and expand distribution of our products;
- Software applications companies, such as our existing relationships with FusionOne, Inc. AvantGo, Inc., Puma Technologies, Inc. and JP Systems, Inc. to offer a wide array of value-added applications for our customers; and
- Technology companies, such as our existing relationships with Metricom, Inc. and TPP Communications Ltd. to accelerate the time to market and expand the capabilities of our new products.

Continue to Target Key Vertical Markets

We market our products to key vertical industry segments by offering them products that increase productivity, reduce costs and create operational efficiencies. We are currently working with, among others, Harvest in vending system monitoring, KeyCorp in retail/point of sale, @Road in vehicle tracking and Symbol in inventory control. We believe that continuing improvements in wireless computing technologies will create additional vertical markets and more applications for our products.

Focus on Developing Value-added Applications

Developing value-added applications to expand the capabilities of our products will be an important factor in increasing the overall demand for and the use of our products. As competition in our marketplace intensifies, we believe that developing proprietary value-added applications for our products in vertical enterprise markets will give us a competitive advantage and differentiate us from our competitors. To this end, we may pursue acquisition opportunities to extend our product lines and provide additional solutions to our customers.

PRODUCTS

We successfully deliver innovative and comprehensive solutions to our customers. We currently offer a variety of wireless data access solutions to OEMs, VARs, systems integrators, wireless telecommunications operators, enterprise, mobile professionals and consumers. We delivered the first wireless cradle modem for the Palm family of handheld computing devices and currently provide the only commercially available wireless cradle modem for the Palm III and Palm V product families. We also offer a Type II PC Card modem for portable personal computers and Windows Pocket PC mobile computing devices.

The following table describes our principal product lines:

PRODUCT -----	APPLICATION -----
WIRELESS CRADLE DEVICES	
- - Minstrel III Wireless Modem	- Palm III handheld device
- - Minstrel E-15 Wireless Modem	- Casio E-15 Palm-Size PC
- - Minstrel V Wireless Modem	- Palm V handheld device
- - Minstrel S Wireless Modem	- Handspring handheld device
WIRELESS PC CARD AND MODEMS	
- - Merlin Type II Wireless Modem	- Portable and desktop PCs
- - Sage Wireless Modem	- Portable and desktop PCs
OEM PRODUCTS	
- - Expedite Wireless Modem	- point of sale terminals, automated teller machines, vehicle tracking
- - NRM-6812 Wireless Modem	- utility monitoring, vending system monitoring
- - Lancer 3W Wireless Modem	- public safety vehicle mounted applications

Wireless Cradle Devices

Our Minstrel family of wireless data modems adds two-way communications capability to the Palm family of handheld computing devices, the Handspring family of handheld computing devices, private labeled derivatives and the Casio E-15 Windows Pocket PC handheld device. The Minstrel wireless "cradles" maintain the key advantages of these devices: size, ease-of-use, synchronization and customization. Minstrel provides users with complete portable access to enterprise networks, e-mail and the Internet without the limitation of wired connections. The Minstrel/Palm handheld computing device integrated product is lightweight and slips easily into a suit pocket or purse. Minstrel can also be used with most third-party software developed for the Palm family of handheld computing devices.

The Minstrel III Wireless Modem offers two-way wireless data communications on the Palm III connected organizers. Improvements to prior versions include a smaller and thinner form factor, lighter weight and improved battery life. The Minstrel E-15 Wireless Modem, which is designed exclusively for the Casio E-15 Windows Pocket PC handheld computer, offers two-way wireless data communications. The Minstrel V Wireless Modem, which is designed for the Palm V connected organizer and is currently branded by OmniSky for sales and distribution, also offers two-way wireless data communications. The Minstrel S Wireless Modem offers two-way wireless data communications on the Handspring family of handheld devices.

Wireless PC Cards and Modems

Our Merlin Type II Wireless Modem, which was designed for Windows 95/98/2000/NT/Pocket PC computers, allows mobile professionals and consumers to send and receive e-mail, and to connect wirelessly to their enterprise networks and to the Internet.

Our Sage Wireless Modem is a self-powered, external, wireless modem for desktop PCs. The key strengths of Sage include its low price, extended battery life and versatility. Sage provides its users with wireless access to e-mail, enterprise networks and the Internet. Sage is also well suited for fixed installations, particularly in situations where telephone lines are unavailable or inconvenient.

OEM Products and Devices

The Expedite Wireless Modem offers 0.6-watt full-duplex wireless CDPD modem capabilities with minimal power requirements and a form factor almost four times smaller than its predecessor. The Expedite's 3.6 volt power supply has an extended battery life and is compatible with more integrated products. The Expedite is currently used in numerous applications, including wireless telemetry monitoring,

inventory monitoring, point-of-sale terminals, automated teller machines and automated vehicle location and tracking. The Expedite is also priced below comparable products offered by our competitors, making it extremely attractive to OEMs, VARs and systems integrators that require wireless CDPD solutions. The Expedite's small form factor, standards-based interfaces and adherence to specifications, together with its simple design, make it easy for OEM customers to incorporate a wireless CDPD solution into their existing or new product lines.

The forerunner of the Expedite, the NRM-6812 Wireless Modem, remains an industry leader in terms of size, performance and cost. The NRM-6812 has a wider temperature range and differing voltage levels than the Expedite, making it preferable for certain types of wireless applications such as oil and gas telemetry and vehicle tracking.

The Lancer 3W is a wireless CDPD modem with extreme temperature tolerance capabilities, high vibration tolerance and a ruggedized form factor which, with input power voltage capabilities from 9 to 30 volts, is ideally suited for a variety of applications ranging from public safety vehicle mounted applications to field service and wireless telemetry monitoring. In addition, the Lancer 3W has power saving capabilities offered by the "sleep mode," which maintains network connection at low battery levels and reduces battery drainage. The Lancer 3W is equipped with modem manager software and remote diagnostics which allow users to monitor and control the modem remotely.

CURRENT WIRELESS TECHNOLOGY

Wireless data communications are currently transmitted over various public and private networks utilizing either circuit-switched data or packet-switched data, such as Cellular Digital Packet Data (CDPD), ARDIS and Mobitex. The following table outlines these technologies.

TECHNOLOGY STANDARD -----	DATA TRANSMISSION ATTRIBUTES -----	NOMINAL DATA RATES -----
Analog Circuit-Switched Data	Analog Circuit	9.6 Kbps
Cellular Digital Packet Data	Digital Packet	19.2 Kbps
ARDIS	Digital Packet	19.2 Kbps
Metricom	Digital Packet	28.8 Kbps
Mobitex	Digital Packet	9.6 Kbps

In a circuit-switched system the user is temporarily connected to the network and pays for the total connection time. Although circuit-switched systems cover a very broad geographical area, the newer packet networks have significant performance, technical and economic advantages over circuit-switched systems. CDPD uses a packet system which sends and receives content consisting of individually addressed segments or "packets." The user is continually connected to the network and pays either a flat monthly service fee or a fee based on the amount of data transferred.

We believe that one of our competitive advantages is our broad base of core technologies. Currently, we offer products based on the CDPD standard. We have developed and continue to build on the following key current technology areas:

CDPD. CDPD is one of the most widely adopted wide-area wireless packet data systems in North and South America. CDPD technology enhances the efficiency of a cellular channel, but is transparent within it, allowing the voice system's capability and quality to remain unaffected. CDPD technology improves the efficiency of existing cellular channel infrastructure as it detects idle moments when cellular channels are unused, packages data in small packets and sends it in short bursts. As a result, CDPD is an extremely cost-effective solution for cellular carriers to use to offer data services. CDPD provides for access at speeds up to 19.2 Kbps.

Metricom. Metricom designs, provisions and operates digital networks and services for mobile users. Metricom's Ricochet network, which is based upon modified CDPD network technology, works by broadcasting signals back and forth from transceivers mounted on utility poles to small radio modems connected to subscribers' computers. Ricochet is generally available at speeds up to 28.8 Kbps in the

greater San Francisco Bay Area, Seattle, Washington DC, selected areas of New York City and selected airports and college campuses. Metricom is currently under construction in 21 major service areas to bring its higher speed Ricochet II 128 Kbps network to market, and ultimately expects to deploy a network in 46 markets covering 100 million in population.

EMERGING STANDARDS

Current wireless data technologies work well with text-based applications such as messaging and securities trading. Next generation wireless data technologies are expected to allow for higher interaction levels, making multi-media applications, such as Web browsing, appeal to a broader group of wireless data users. 2.5G and 3G technologies based on GSM, TDMA, CDMA and W-CDMA standards, will offer much higher bandwidth performance than existing technology. These emerging standards, summarized in the following table, will enable service providers to offer a broader range of wireless data services relative to those currently available.

TECHNOLOGY STANDARD	DEVELOPMENT STAGE FOR DATA TRANSMISSION	DATA TRANSMISSION ATTRIBUTES	CURRENT/EXPECTED DATA RATES	2.5G/3G STANDARDS
GSM	Circuit-Switched and short messaging offered, standard published for packet data	Digital Packet, Circuit-Switched	14.4 Kbps/ 384 Kbps	GPRS/ EDGE
TDMA	Circuit-Switched and short messaging offered	Digital Packet, Circuit-Switched	9.6 Kbps/ 384 Kbps	IS136 GPRS/ EDGE
CDMA	Circuit-Switched and short messaging offered, standard published for packet data	Digital Packet, Internet Protocol, Circuit-Switched	14.4 Kbps/ 384 Kbps 1-2 Mbps	1XRTT/ 3XRTT
W-CDMA	Standard published for digital packet voice, data and multimedia	Digital Packet	115 Kbps/ 2 Mbps	3Gpp

In addition to the products we offer based on current technology standards, we are in the process of developing second and third generation versions of our branded and OEM products that will include new technologies to enhance customer usability and performance, as well as address new market opportunities. We intend to develop solutions that build on the following emerging key technology areas:

GPRS. General Packet Radio Service (GPRS), commonly referred to as a 2.5G standard, is a high-speed wireless packet data service that runs on GSM or TDMA networks. GPRS is being adopted by many GSM and TDMA networks in North America, Europe and Asia. GPRS is a packet network, allowing for always-on connectivity, that offers data speeds up to 115 Kbps. This technology is expected to be developed by major GSM carriers by the end of 2000.

1XRTT. CDMAOne 2000 Phase 1 or 1XRTT, commonly referred to as a 2.5G standard, is a spread spectrum technology, based on CDMA technology standards, that forms the basis for 3G. CDMA is used primarily in North and South America, Japan and South Korea. 1XRTT offers access speeds of up to 144 Kbps. This technology is expected to be implemented by major CDMA carriers by the middle of 2001.

W-CDMA. Wideband CDMA (W-CDMA), commonly referred to as a 3G standard, is a high-speed wireless packet voice, data and multi-media services based on CDMA technology. W-CDMA offers data speeds of up to 2 Mbps. W-CDMA technology meets requirements adopted by major carriers and standard organizations as the global standard for 3G. This technology is expected to be implemented in Japan by the end of 2001 and in Europe and North America in 2003.

OUR TECHNOLOGY FOCUS

In addition to developing products based on the technology standards mentioned above, we have developed and continue to build on the following key technology areas:

Advanced Radio Frequency Design. Advanced Radio Frequency (RF) design is the key technology that determines the performance of wireless devices. We have specialized in the 800/900 MHz designs for analog and digital cellular, packet data and spread spectrum systems. Our proprietary RF technology contributes to the performance, small size and low cost of products. We are currently developing the 1800 and 1900 MHz RF technology for future high speed wireless systems including GPRS, 1XRTT and 3G technologies.

Miniaturization and System Integration. Small systems integration is the integration of application specific integrated circuits, RF, baseband and packaging technologies. The complete wireless modem is packaged into a sub-credit card module with the advent of proprietary integrated circuit design, embedded software modem and multi-layer RF stripline technologies. We have one of the smallest wireless modems available, the only pocket-sized wireless modem for the Palm family of personal computing devices, and a Type II PC card modem. We will continue to augment the miniaturization technology to drive down the size and cost of current and future products.

CUSTOMERS

Our customers include wireless telecommunications operators, wireless data content and service providers, OEM customers, professionals and consumers. The following is a representative selection of our customers:

WIRELESS TELECOMMUNICATIONS OPERATOR CUSTOMERS -----	WIRELESS DATA CONTENT AND SERVICE PROVIDER AND RESELLER CUSTOMERS -----	OEM CUSTOMERS -----
Verizon Wireless AT&T Wireless(1) Cellcom (Middle East) Movilnet (Latin America) NTE (China)	GoAmerica Communications Corp. CreSenda (Internet content provider) OmniSky	AirLink @Road (vehicle tracking) Harvest/Coca-Cola (vending) IVI Checkmate KeyCorp (mobile point of sale) Pivot International (voting booths) Symbol (inventory control)

(1) AT&T currently sources our products through its distribution partner, Global Wireless Data.

Each of the customers listed in the table above has accounted for at least \$50,000 in revenue to us since January 1, 1999. OmniSky, @Road and Global Wireless Data accounted for 32.4%, 14.2% and 6.1% of our revenue, respectively, for the nine months ended September 30, 2000. @Road, OmniSky and Global Wireless Data accounted for 23.1%, 14.3% and 8.2% of our revenue, respectively, for the year ended December 31, 1999.

Many of our customer relationships provide us with the opportunity to expand our customer base and market reach. Among those mutually beneficial relationships that augment our sales opportunities are the following:

Wireless Telecommunications Operators. We work closely with our carrier customers to generate demand for our products. Our carrier customers serve as an important sales channel for our products. Verizon Wireless, which was recently formed by AirTouch Communications, Bell Atlantic Mobile, GTE Wireless and PrimeCo, sources our products through Global Wireless Data. AT&T Wireless also sources our products, through its distribution partner Global Wireless Data. Verizon Wireless and AT&T Wireless both maintain large sales forces that develop sales opportunities for us. These sales leads are either consummated directly by the carrier or jointly with our account executives. This approach allows us to combine our wireless data expertise with the carriers' vast end-customer relationships and broad sales

reach. Our carrier customers also provide us and our customers with important services, including field trial participation, first-tier technical support, wireless data marketing and access to additional indirect distribution channels. To leverage these services, we provide carriers with early access to new products, technical training and co-marketing resources.

Wireless Data Content and Service Providers. Wireless data content and service providers purchase our products either directly from us or from a distributor and resell them to end-users. These providers typically integrate our products with other elements and provide an overall wireless access solution to the end-user in a particular field or vertical market. These solutions include hardware, software and ongoing service components. Examples of our content and service-provider customers include OmniSky and CreSenda.

OEM Customers. Our OEM customers integrate our products into devices that they manufacture and sell to end-users through their own direct sales forces and indirect distribution channels. Our products are integrated into a broad range of devices, including but not limited to, handheld computing devices, laptops, vehicle location devices (AVLs), electric meters, vending machines, industrial equipment, wireless credit processing and point of sale (POS). Major customers include @Road, Harvest and KeyCorp. We build strong relationships with our OEM customers because they rely heavily on our application engineering support during the process of integrating our products into theirs.

STRATEGIC ALLIANCES

We intend to develop and maintain strategic relationships within the wireless communications industry which complement and expand our existing distribution network and extend our technology and market reach. These arrangements include strategic technology and marketing relationships with providers of next generation wireless technology, application software developers focused on wireless products, OEM customers which integrate our products into other devices, value-added resellers, distributors, systems integrators and cellular carriers. These strategic relationships allow us to develop the most compelling wireless data products and provide us with access to additional markets, channels of distribution and increased sales opportunities. Our principal strategic alliances to date include the following:

Intel Corporation. In October 2000, we entered into a five-year product purchase and license agreement with Intel Corporation. Under the agreement we will sell to Intel a variety of wireless modem modules for use in Intel's future products and provide related technical support. We will also collaborate with Intel on technology development and system architecture relating to the agreement. The agreement also grants Intel the option to license from us a manufacturing package relating to certain modems for a royalty fee, and a design package relating to certain modems and PC Card modules for a fixed fee. The agreement contains no volume commitment from Intel, and Intel is not currently selling products that require our modems.

Hewlett-Packard Company. Hewlett-Packard is a leading global provider of computing and imaging solutions and services and focuses on capitalizing on the opportunities of the Internet and the proliferation of electronic services. In March 2000, we entered into a one-year supply agreement under which we will sell the Minstrel 540 modem and provide technical support for its use with the HP Jornada 540 Series Color Pocket PC. We started shipping our Minstrel 540 Wireless Modem for the HP Jornada 540 Series Pocket PC in November 2000.

Metricom, Inc. Metricom designs, provisions and operates networks and services for mobile users. Metricom operates a Ricochet wireless network, which is a system that broadcasts signals back and forth from transceivers mounted on utility poles to small radio modems connected to subscribers' computers. Ricochet network coverage is generally available at speeds up to 28.8 Kbps in the greater San Francisco Bay Area, Seattle, Washington, DC, selected areas of New York City and selected airports and college campuses. Metricom is currently under construction in 21 major service areas to bring the higher speed Ricochet 128 Kbps network to market, and ultimately expects to deploy a network in the markets covering 100 million in population. In October 1999, we entered into a two-year license, manufacturing and purchase agreement with Metricom under which we will custom develop a wireless radio modem

compatible with Metricom's Ricochet network. Metricom will also purchase modems during the term of the agreement, which lasts until October 2001. We currently expect to begin shipping our Merlin Wireless PC Card Modem for Ricochet in November 2000.

OmniSky Corporation. OmniSky offers a wireless service under its own brand for use on handheld mobile devices. In July 1999, we entered into an agreement with OmniSky, a wireless Internet service provider, for the development and sale of our Minstrel III and Minstrel V cradle modems for the Palm III and Palm V handheld computing devices. In November 1999, we began shipments to OmniSky. Although the term of this agreement expired on May 1, 2000, we have been shipping and provisioning modems to OmniSky pursuant to an open purchase order while observing the same terms as those contained in the expired agreement (with the exception of the per unit activation services fee).

Symbol Technologies, Inc. Symbol is a manufacturer of bar code-driven data transaction systems and is engaged in the design, manufacture and marketing of bar code reading equipment, handheld computers and radio frequency (RF) data communications systems. In March 2000, we entered into a two-year agreement with Symbol to integrate our Merlin OEM CDPD modems into Symbol's radio frequency data communications systems.

VoiceStream Wireless Corporation. VoiceStream is a leading provider of digital wireless communications. Through a license from the FCC, VoiceStream constructs and operates Personal Communication Service (PCS) networks. Nearly three out of every four people in the United States live in areas licensed to be served by VoiceStream or its affiliates. In March 2000, we entered into an agreement with VoiceStream, under which we will develop three types of wireless GPRS-PCS PC card modems for wireless mobile computing devices. The modems may be co-branded by VoiceStream. VoiceStream will also purchase our modems during the term of the agreement, which lasts until March 2003.

Novatel Wireless Developer Program. Because of our commitment to mobile computing platforms such as the Palm family of handheld computing devices, Microsoft Windows Pocket PC, and Microsoft Windows 9x/NT, we formed the Novatel Wireless Developer Program, which is a forum for us to work with application software developers to develop wireless data products and markets. The mission of the Developer Program is to encourage development of the best wireless data solutions using our products, and successfully to market those solutions to our customers. There are currently over 100 software developers enrolled in the Novatel Wireless Developer Program. We have established a partner community working together to create, deliver and support the best and most compelling wireless data applications. Once these companies have a commercial software package or service available, they are listed and promoted in the Wireless Solutions Guide. This guide is available on our Web site and is frequently used as a resource by internal sales personnel as well as carrier staff.

SALES AND MARKETING

As of November 10, 2000, our sales and marketing organization consisted of 72 employees, including those located in six sales offices throughout the United States.

Sales

We sell our products using a multi-channel distribution model which includes both direct and indirect sales. In order to maintain strong sales relationships, we provide co-marketing, trade show, low-cost sales demo unit and joint press release support. In addition to our direct sales relationships with carriers and service providers, OEMs and VARs, we sell our products through the following channels:

- Domestic Distributors. In the United States, we sell our products through dedicated domestic distributors. As of November 10, 2000, our domestic distributors include D&H Distributing Company, Global Wireless Data and Ingram Micro.
- International Distributors. We sell our products through international distributors in Latin America, Israel, the Far East and New Zealand. As of November 10, 2000, our international distributors include Bismark, Insite, Cellcom and Golden Net.

- Mail-Order and Internet Catalogs. We sell our products to mail-order and Internet catalogues, including CDW, Mobile Planet, Multiple Zone, Outpost.com, PC Connection and PC Mall.
- Direct End-User Sales. Some end-users purchase products directly from us. Direct sales are facilitated through our Web site and our toll-free telephone number.

Marketing

We support our sales efforts through a variety of marketing initiatives. Our marketing organization focuses on creating market awareness of and promoting our products, generating sales leads, maintaining strong customer relationships, and developing interest in and demand for our products in new market segments.

We engage in a wide variety of marketing initiatives, which include:

- conducting marketing programs in conjunction with industry, business and trade publications;
- building awareness for our products and the Novatel Wireless brand through a wide variety of media;
- participating in industry and technology related trade shows, associations and conferences; and
- engaging in cooperative marketing programs and partnerships.

We also conduct extensive market research through our end-users, third-party developer community and channel customers. We use this information on a continuous basis to refine our product development and the position and assortment of our products in our sales channels.

PRODUCT DEVELOPMENT

Our product development efforts are focused on developing innovative products and improving the functionality, design and performance of our existing products. We intend to continue to identify and respond to our customers' needs by introducing new product designs with an emphasis on innovations in the ease-of-use, performance, size, weight, cost and power consumption of our products. We are also currently developing technology and products for high bandwidth wireless applications to address opportunities presented by the next generation of public and private wireless networks.

Our product development effort is driven by a highly skilled and experienced team. The core members of our research and development team have worked together for over 16 years, and the entire team has benefited from a low turnover rate in an intensely competitive environment for skilled engineers. While we have developed most new products and enhancements to existing products internally, we have also licensed technology from third parties.

We manage our products through a structured life cycle process, from identifying customer requirements through development and commercial introduction to eventual phase-out. Product development emphasis is placed on time-to-market, meeting industry standards and end-item product specifications, ease of integration, cost reduction, manufacturability, quality and reliability.

We believe that our future success will depend, in part, on our ability to identify and respond to emerging technological trends in our target markets, develop and maintain competitive products, enhance our existing products by adding features and functionality that differentiate them from those of our competitors, and bring products to market on a timely basis. As a result, we have devoted a significant portion of our resources to product development, and we intend to continue making substantial investments in research and development.

For the nine months ended September 30, 2000, our research and development expense totaled \$8.9 million. Our research and development expense totaled approximately \$3.7 million for the year ended December 31, 1999, \$2.3 million for the year ended December 31, 1998 and \$2.0 million for the year ended December 31, 1997. As of November 10, 2000, we had 167 engineering and technical professionals

in product development and manufacturing, which includes purchasing, fulfillment, quality assurance, quality control, reliability, technical documentation and technical publication.

MANUFACTURING

We currently have agreements to outsource our manufacturing operation with Sanmina Corporation, GVC Corporation and Solectron de Mexico, S.A. de C.V. In September 1999, April 2000, and August 2000, we entered into agreements with Sanmina, GVC and Solectron, respectively, for the manufacture of our products. The Sanmina and GVC agreements are for a term of two years, and the Solectron agreement is for a term of one year with automatic successive one-year renewals. Under the agreements, Sanmina, GVC and Solectron provide all component procurement, product manufacturing, final assembly, testing, quality control and delivery services for us. Under these agreements, we are required to provide each manufacturer with firm purchase orders covering a minimum period of three months. Recently, we moved our principal manufacturing operations from Sanmina's facility in Calgary, Canada to its facility in Guntersville, Alabama. We expect GVC and Solectron to begin manufacturing some of our products at their facilities in Taiwan and Mexico, respectively, in the near future.

Our outsourced manufacturing activity allows us to:

- focus on our core competencies;
- minimize our capital expenditures;
- participate in contract manufacturer economies of scale and achieve rapid production scalability by adjusting to manufacturing volumes quickly to meet changes in demand;
- access best-in-class manufacturing resources; and
- operate without dedicating any space to manufacturing operations.

We believe that additional assembly line efficiencies are realized due to our product architecture and our commitment to process design. The components that make up our products are supplied by a number of vendors. Direct materials for our products consist of tooled parts such as printed circuit boards, molded-plastic components, unique metal components and application-specific integrated circuits (ASICs), as well as industry-standard components such as transistor, integrated circuits, piezo-electric filters, duplexers, inductors, resistors and capacitors, many of which are similar to components used in cellular telephone handsets. Although we generally use standard components for our products and try to maintain alternative sources of supply, some components, such as printed-circuit boards, molded plastic components, unique metal components and ASICs, are purchased from suppliers for which alternative sources are not currently available in the quantities and at the prices we require.

We employ our own manufacturing staff that focuses on managing the relationship with our third-party manufacturers and particularly on design-for-manufacturing, test procedures, quality, procurement and cost optimization, production scheduling and continuous improvement. We also perform certain manufacturing related functions internally, including manufacturing engineering and the development of manufacturing test procedures and fixtures.

GOVERNMENT REGULATION

Our products are subject to certain mandatory regulatory approvals. In the United States, the FCC regulates many aspects of communications devices, including radiation of electromagnetic energy, biological safety and rules for devices to be connected to the telephone networks. Radio frequency devices, which includes our modems, must be approved under the above regulations by obtaining FCC equipment authorization prior to being offered for sale. FCC equipment authorization is obtained by submitting a technical description of the product and report showing compliance with FCC technical standards. We have obtained from the FCC all necessary equipment authorization for all products we currently manufacture and sell.

COMPETITION

The wireless data communications market is intense, rapidly evolving and highly competitive. It is subject to technological changes and is significantly affected by new product introductions and the market activities of industry participants. We compete in this market on the basis of price, form factor, time to market, functionality, quality and variety of product offerings. Moreover, we expect that this market will experience several new entrants in the future. To maintain and improve our competitive position, we must continue to develop new products, expand our customer base, grow our distribution network and leverage our strategic partnerships.

Our current and prospective competitors generally fall within the following categories:

- Wireless modem manufacturers, such as Sierra Wireless, Uniden, NextCell and Tellus;
- Traditional wired modem manufacturers, such as 3Com and Xircom;
- Wireless device manufacturers, such as Handspring, Palm and Research In Motion;
- Wireless handset manufacturers and next generation wireless technology providers, such as Ericsson, Motorola, and Nokia; and
- Non-CDPD private communications network providers, such as Emotiant, Bell South and Metricom.

We believe the principal competitive factors impacting the market for our products are functionality, features, performance, convenience, availability, brand and price. We believe that we compete better than many of our current competitors with respect to some or all of these factors due to the broad range of products we offer, the ease-of-use in design and engineering of our products, our ability to adapt our products to specific customer needs and our price leadership.

There can be no assurance that our current or potential competitors will not develop products comparable or superior to those developed by us or adapt more quickly to new technologies, evolving industry standards, new product introductions, or changing customer requirements. As a result, we must continuously introduce new products and educate existing and prospective customers as to the advantages of our products versus those of our competitors.

Many of our current and potential competitors have had longer operating histories and significantly greater financial, manufacturing, technical, sales, customer support, marketing and other resources, as well as greater name recognition and a larger installed products and technologies base. In addition, the global acceptance of our products could lead to increased competition as third parties develop products competitive with our own. Any of these competitors may be able to respond faster than we can to new or emerging technologies and changes in customer requirements and to devote greater resources to the development, promotion and sale of their products than we can. We cannot assure you that our current or potential competitors will not develop products comparable or superior to those that we develop or adapt more quickly than we do to new technologies, evolving industry trends or changing customer requirements.

In addition, as the wireless data communications product market develops, a number of companies with significantly greater resources than we have could attempt to increase their presence in the market by acquiring or forming strategic alliances with our competitors, resulting in increased competition.

PROPRIETARY TECHNOLOGY

Our software, hardware and operations rely on and benefit from an extensive portfolio of intellectual property. We currently hold 11 United States patents issued for our technology and have four United States patent applications pending. We also have four foreign patents issued and four foreign patent applications pending.

We own a number of trademarks and servicemarks, including Contact(R), Expedite(TM), Lancer(TM), Lancer 3W(TM), Merlin(TM), Minstrel(R), Minstrel III(TM), Minstrel IIIc(TM), Minstrel V(TM), Minstrel Plus(TM),

Minstrel S(TM), Minstrel 540(TM), MissionONE(TM), Sage(R) and Viking(TM), each with its accompanying designs, and the Novatel Wireless logo.

We license CDMA technology from QUALCOMM, Incorporated for integration into our products. This license allows us to manufacture CDMA-based wireless modems and sell or distribute them worldwide. The license does not have a specified term and may be terminated by us or by QUALCOMM for cause or upon the occurrence of other specified events. In addition, we may terminate the license for any reason upon 60 days' prior written notice. We have also granted to QUALCOMM a nontransferable, worldwide, nonexclusive, fully paid and royalty-free license to use, in connection with wireless communications applications, certain intellectual property of ours that is used in our products which incorporate the CDMA technology licensed to us by QUALCOMM. This license allows QUALCOMM to make, use, sell or dispose of such products and the components therein.

In October 2000 we entered into a five-year product purchase and license agreement with Intel Corporation. In connection with the agreement, under certain circumstances we will not assert our patent rights against certain Intel products which do not involve our core technology and, if we assign or sell any of our patents that pertain to certain Intel products which do not involve our core technology, we will grant Intel a nontransferable, worldwide, royalty-free license to those patents.

We primarily rely on a combination of copyright, trade secret and trademark laws, and nondisclosure and other contractual restrictions on copying and distribution to protect our proprietary technology. In addition, as part of our confidentiality procedures, we generally enter into nondisclosure agreements with our employees, consultants, distributors and corporate partners and limit access to and distribution of our software, documentation and other proprietary information. It may be possible for a third party to copy or otherwise obtain and use our products or technology without authorization, or to develop similar technology. In addition, our products are licensed in foreign countries and the laws of such countries may treat the protection of proprietary rights differently from and may not protect our proprietary rights to the same extent as do laws in the United States.

EMPLOYEES

As of November 10, 2000, we had a total of approximately 281 employees, including 72 in sales and marketing, 167 in engineering, manufacturing, research and development and 42 in general and administrative functions. Our future performance depends, in significant part, upon our ability to attract new personnel and retain existing personnel in key areas including engineering, technical support and sales. Competition for personnel is intense, especially in the San Diego area where we are headquartered, and we cannot be sure that we will be successful in attracting or retaining personnel in the future. Our employees are not represented by any collective bargaining unit, and we consider our relationship with our employees to be good.

LEGAL PROCEEDINGS

We are not a party to any legal proceedings which, if adversely determined, would have a material adverse effect on our business, financial condition and results of operations. We may, from time to time, become a party to various legal proceedings arising in the ordinary course of business.

FACILITIES

Our principal executive offices are located in San Diego, California where we lease approximately 20,000 square feet under a lease that expires in July 2005. We also lease approximately 4,500 square feet in San Diego under a lease that expires in March of 2005. In addition, we lease approximately 20,000 square feet in Calgary, Alberta, Canada for our research and development organization under a lease that expires in January 2002, and 14,500 square feet in Carlsbad, California utilized for distribution purposes under a lease that expires in August 2002. We also lease space in various geographic locations primarily for sales and support personnel or for temporary facilities. We believe that our existing facilities are adequate to meet our current needs, and that suitable additional or substitute space will be available as needed.

MANAGEMENT

EXECUTIVE OFFICERS AND DIRECTORS

The following table sets forth information regarding our executive officers and directors:

NAME ----	AGE ---	POSITION(S) -----
John Major.....	54	Chairman of the Board and Chief Executive Officer
Ambrose Tam.....	44	President, Chief Operating Officer and Chief Technology Officer
Bruce Gray.....	45	Senior Vice President, Sales and Marketing
Melvin Flowers.....	47	Vice President of Finance, Chief Financial Officer and Secretary
Peter Leparulo.....	41	Senior Vice President, Corporate and Strategic Development and General Counsel
Steven G. Schlieff.....	44	Vice President, Operations
Robert Getz(1).....	38	Director
Nathan Gibb(1).....	30	Director
H.H. Haight(1)(2).....	66	Director
David Oros.....	41	Director
Mark Rossi(2).....	44	Director
Steven Sherman.....	54	Director

(1) Member of Audit Committee

(2) Member of Compensation Committee

John Major has served as our Chairman of the Board and Chief Executive since July 2000. From November 1999 until July 2000, Mr. Major was Chief Executive Officer of Wireless Internet Solutions Group, a strategic consulting services firm. From November 1998 to November 1999, Mr. Major was President and Chief Executive Officer of WirelessKnowledge, a joint venture between Microsoft Corporation, a software and Internet technology company, and QUALCOMM, Incorporated, a digital wireless communications company. From May 1997 to November 1998, he was an Executive Vice-President of QUALCOMM and served as President of QUALCOMM Infrastructure Products Division. From 1977 until he joined QUALCOMM in 1997, Mr. Major held a number of executive positions at Motorola, Inc., a communications and electronics company, ultimately serving as Senior Vice President and Chief Technical Officer. Mr. Major currently serves on the board of directors of Littelfuse Corporation, a circuit protection technology company; Verilink, an intelligent edge connection wireline modem company; Identix, Inc., an identification technology company; Advanced Remote Communications Solutions, Inc., a communications systems company, and Lennox Corporation, an HVAC products company. He also serves on the Board of Directors' Executive Committee for the Telecommunications Industry Association and the Electronics Industry Association. Mr. Major holds a Bachelor of Science degree in Mechanical and Aerospace Engineering from the University of Rochester, and a Master of Science degree in Mechanical Engineering from the University of Illinois. He also holds a Master of Business Administration degree, with distinction, from Northwestern University and a Juris Doctor from Loyola University.

Ambrose Tam has served as the President, Chief Operating Officer and Chief Technology Officer of our company since August 1996. From 1990 to 1993, he was the Research and Development Director of NovAtel Communications Ltd., which is now NovAtel, Inc., and in 1994 he became the General Manager of the Personal Communications Products division of NovAtel Communications. Our company was founded when we acquired the assets of this division from NovAtel Communications Ltd. Prior to joining NovAtel Communications, Mr. Tam spent 12 years in various electronic and radio frequency engineering capacities with Astec Components Ltd., a Hong Kong-based manufacturing, engineering and distribution company specializing in radio frequency, satellite receivers and cellular phone components. Mr. Tam holds a Higher Certificate in Electronic Engineering from Hong Kong Polytechnic University and a Master of Business Administration degree from the University of Calgary.

Bruce Gray has served as our Senior Vice President of Sales and Marketing since February 2000. Prior to that he was our vice president of sales and marketing since joining our company in October 1998. From October 1997 to October 1998, Mr. Gray was the Senior Director of Uniden Electronics Corporation's Data Products Division, where he was responsible for sales performance, strategic planning, channel development and new product development. Prior to joining Uniden, a wireless communications company, Mr. Gray was a Director of Sales and Marketing for Sensormatic Electronics Corporation, a supplier of electronic security products, from December 1994 to October 1997. From May 1992 to January 1994, Mr. Gray was a Director of Marketing and Product Management for U.S. Robotics Corporation, a communications products company. Mr. Gray holds a Bachelor of Science degree in Engineering from the University of Alabama and a Master of Business Administration degree from the University of San Diego.

Melvin Flowers has served as our Vice President of Finance and Chief Financial Officer since joining our company in February 2000, and Secretary of our company since April 2000. Mr. Flowers served as a Vice President and the Chief Financial Officer of KNC Software, LLC, an Internet software company, from July 1999 until November 1999. Prior to joining KNC Software, Mr. Flowers served as a Vice President and the Chief Financial Officer of Microwave dB, from November 1998 until June 1999. Prior to joining Microwave, Mr. Flowers served as the Chief Financial Officer and Vice President of Finance of ACT Networks, Inc., a network access device manufacturer, from July 1993 to October 1998. Previously, Mr. Flowers also served as President and Chief Financial Officer of Pacific Earth Resources, an ornamental horticultural company, and as Vice President and Chief Financial Officer of Spectramed, Inc., a medical device manufacturing company. Mr. Flowers received a Bachelor of Science degree in Accounting from Northern Illinois University.

Peter Leparulo has served as Senior Vice President, Corporate and Strategic Development, and General Counsel of our company since September 2000. From June 1998 until September 2000, he was a senior partner at the law firm of Orrick, Herrington & Sutcliffe LLP, where he specialized in corporate finance, mergers and acquisitions, securities, intellectual property and general corporate matters. Prior to joining Orrick, Mr. Leparulo was a partner at the law firm of Pillsbury Madison & Sutro LLP, from January 1992 until June 1998, and an associate at that firm from October 1989 until January 1992. He holds a Bachelor of Science degree from Colgate University and a Juris Doctor from Case Western Reserve University.

Steven Schlieff has served as Vice President of Operations since joining our company in July 2000. Prior to joining us, he was Vice President, Supply Chain Management, for the Asian operations of Celestica Inc., a contract manufacturer, from September 1997 to July 2000. Prior to that, Mr. Schlieff was Director of Materials at Polycom Inc., a telecommunications and video conferencing company, from January 1995 to September 1997. Mr. Schlieff has also held positions with Apple Computer, IEC Electronics and Lockheed Corporation where he worked in a number of areas including materials, supply chain management and operations. Mr. Schlieff holds a Bachelor of Arts degree from San Jose State University and a Master of Business Administration from Santa Clara University.

Robert Getz has served as a director of our company since December 1999. Since December 1996, Mr. Getz has served as a Managing Director of Cornerstone Equity Investors, LLC, a private equity investment firm that specializes in technology and telecommunications, business service and healthcare information investments. Prior to joining Cornerstone, Mr. Getz served as a Managing Director of Prudential Equity Investors, Inc., also a private equity investment firm, from June 1994 until December 1996. Mr. Getz also serves as a director for several private companies, including Artel Video Systems, Inc., a developer of broadband video networking equipment, and Centurion International, Inc. a designer and manufacturer of antenna and power solutions for the wireless device industry. Mr. Getz holds a Bachelor of Arts degree from Boston University and a Master of Business Administration in finance from the Stern School of Business at New York University.

Nathan Gibb has served as a director of our company since June 1999. Mr. Gibb is an Investment Manager with Working Ventures Canadian Fund Inc., a Canadian investment fund. Mr. Gibb joined Working Ventures after receiving his Masters of Business Administration from the University of Western

Ontario in 1997. Mr. Gibb also serves on the board of directors of a number of private portfolio companies, including InterUnion Asset Management Ltd., an asset management firm consolidator. Mr. Gibb holds a Bachelor of Arts degree and a Master of Business Administration degree from the University of Western Ontario.

H.H. Haight has served as a director of our company since August 1996. Mr. Haight is President, Chief Executive Officer and founder of Argo Global Capital, Inc., the entity that manages GSM Capital Limited Partnership, a venture capital firm. Prior to founding Argo Global Capital, Inc., Mr. Haight was a Managing Director and co-founder of Advent International, a venture capital firm, from June 1983 to June 1998. Mr. Haight also currently serves as a director of Coast Mountain Hardwoods, a lumber concern, Genelabs Technologies, Inc., a pharmaceutical company, Saraide, a wireless service provider, and several other private companies. Mr. Haight received a Bachelor of Science degree from the University of California at Berkeley and a Master of Business Administration degree from Harvard University.

David S. Oros has served as a director of our company since July 2000. In 1996, Mr. Oros founded Aether Systems, Inc., a provider of wireless data services and systems for wireless handheld devices, and has been Aether's Chairman, Chief Executive Officer and President since its inception. Mr. Oros also serves on the board of directors of OmniSky Corporation, which offers a wireless service for use on handheld mobile devices. From 1994 until 1996, Mr. Oros was President of NexGen Technologies, L.L.C., a wireless software development company that contributed all of its assets to Aether. From 1992 until 1994, he was President of the Wireless Data Group at Westinghouse Electric Company. Prior to that, Mr. Oros spent from 1982 until 1992 at Westinghouse Electric directing internal research and managing large programs in advanced airborne radar design and development. Mr. Oros received a Bachelor of Science degree in mathematics and physics from the University of Maryland and holds a U.S. patent for a multi-function radar system.

Mark Rossi has served as a director of our company since December 1999. Since December 1996, Mr. Rossi has served as Managing Director of Cornerstone Equity Investors, LLC, a private equity investment firm that specializes in technology and telecommunications, business service and healthcare information investments. Prior to joining Cornerstone, Mr. Rossi served as the President of Prudential Equity Investors, Inc., a private equity investment firm, from June 1994 to December 1996. Mr. Rossi also serves as a director of Maxwell Technologies, Inc., a diversified technology products and services company, MCMS, Inc. an electronics manufacturing services company, True Temper Sports, Inc., a designer and manufacturer of golf shafts and specialty tubing products, and several private companies. Mr. Rossi holds a Bachelor of Arts degree from Saint Vincent College and a Master of Business Administration in finance from the Kellogg School of Management at Northwestern University.

Steven Sherman has served as a director of our company since August 1996. Mr. Sherman also served as our Chief Executive Officer from August 1997 until November 1998 and as Chairman of the Board from August 1997 until September 1999. In 1990, Mr. Sherman founded Main Street and Main, a restaurant franchise holding company, and served as its Chairman until 1994. Since 1988, Mr. Sherman has been the managing member of Sherman Capital Group, L.L.C., a merchant banking organization. Mr. Sherman founded and served in various capacities, including Chairman and Chief Executive Officer at Vodavi Communication Systems, Inc., a telephone hardware and software company, until its acquisition of Executone Information Systems, Inc. in 1988. He was a director of Executone from 1988 until 1990. Currently, Mr. Sherman is chairman of the board of Airlink Communications, Inc., a wireless software infrastructure business. Mr. Sherman holds a Bachelor of Arts degree in Business Administration from City College of New York.

BOARD COMPOSITION

We currently have authorized eight directors. Our amended and restated certificate of incorporation provides for a classified board of directors that consists of three classes of directors, each serving staggered three year terms. As a result, a portion of the board of directors will be elected each year. The three classes will be as nearly equal in number as possible, as determined by the board of directors. The Class I

directors will serve an initial term until the annual meeting of stockholders to be held in 2001, the Class II directors will serve an initial term until the annual meeting of stockholders to be held in 2002, and the Class III directors will serve an initial term until the annual meeting of stockholders to be held in 2003. Each class will be elected for three-year terms following its respective initial term. Messrs. Gibb and Haight have been designated Class I directors whose terms expire at the 2001 meeting of stockholders. Messrs. Rossi and Sherman have been designated Class II directors whose terms expire at the 2002 annual meeting of stockholders. Messrs. Getz, Major and Oros have been designated Class III directors whose terms expire at the 2003 annual meeting of stockholders. At each annual meeting of stockholders, directors will be elected by the holders of common stock to succeed those directors whose terms are expiring. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes of directorships so that, as nearly as possible, each class will consist of one-third of the total number of directors. This classification of our board of directors may have the effect of delaying or preventing changes in control of our company or in our management. See "Description of Securities -- Delaware Antitakeover Law and Charter and Bylaw Provisions." The executive officers are elected by and serve at the discretion of our board of directors. Our non-employee directors devote such time to the affairs of our company as is necessary to discharge their duties. There are no family relationships among any of our directors or our executive officers.

BOARD COMMITTEES

We have established an audit committee composed of independent directors that reviews and supervises our financial controls, including the selection of our independent accountants, reviews our books and accounts, meets with our officers regarding our financial controls, acts upon recommendations of our auditors and takes further actions as the audit committee deems necessary to complete an audit of our books and accounts. The audit committee also performs other duties as may from time to time be determined. The audit committee currently consists of three directors, Messrs. Getz, Gibb and Haight.

We have also established a compensation committee that reviews and approves the compensation and benefits of our executive officers, administers our compensation, stock incentive, and stock purchase plans, makes recommendations to the board of directors regarding these matters and performs other duties as may from time to time be determined by our board of directors. The compensation committee currently consists of two directors, Messrs. Haight and Rossi.

DIRECTOR COMPENSATION

Directors do not currently receive any cash compensation from us for attending board of directors or committee meetings, except for reimbursement of reasonable expenses incurred in connection with attending those meetings. Directors who are employees of ours are eligible to participate in our 2000 stock incentive plan and our 2000 employee stock purchase plan. Non-employee directors who join our board after this offering are eligible to participate in our 2000 stock incentive plan. Our 2000 stock incentive plan and our 2000 employee stock purchase plan were adopted by our board on July 24, 2000 and were approved by our stockholders in September 2000. Our 2000 stock incentive plan generally provides for an automatic initial grant of options to purchase 20,000 shares of our common stock to each non-employee director on the date on which a person first becomes a non-employee director of our company. After the initial grant, a non-employee director will be granted each year on the date of our annual meeting of stockholders a subsequent option to purchase 5,000 shares of our common stock, if he or she continues to serve after such annual meeting and if he or she received an initial stock option grant. These options vest over a four-year period with 25% of the option shares vesting on the first anniversary of the date of grant and the remainder vesting in 36 equal monthly installments, with accelerated vesting in the event of certain changes of control. Non-employee directors receive grants solely at the discretion of the compensation committee. The exercise price of options will be 100% of the fair market value per share of our common stock on its date of grant. For an additional description of these option plans, please refer to our discussion under "Compensation Plans."

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

None of our compensation committee members has been an officer or employee of our company or any subsidiary of our company at any time. None of our executive officers serves on the board of directors or compensation committee of any entity that has one or more executive officers serving as a member of our board of directors or our compensation committee. Until April 2000, Mr. Sherman, one of our directors, was a member of our compensation committee. Mr. Sherman was chief executive officer of Novatel Wireless Solutions, Inc., one of our subsidiaries, from April 1996 until September 2000.

EXECUTIVE COMPENSATION

The following table sets forth summary information concerning the compensation received for services rendered to us during the fiscal year ended December 31, 1999 by our Chief Executive Officer and each of the other four most highly compensated executive officers, each of whose aggregate compensation during the last fiscal year exceeded \$100,000, referred to collectively in this prospectus as the named executive officers. No individual who would otherwise have been includable in the table on the basis of salary and bonus earned during 1999 has resigned or otherwise terminated his or her employment during 1999.

In July 2000, Mr. Major was appointed as our Chief Executive Officer. His annual base salary is \$325,000. In September 1999, Mr. Weitzner joined us as our Vice President of Operations and Research and Development. His annualized salary for 1999 was \$220,000. Mr. Weitzner's employment was terminated in July 2000. In July 2000, Mr. Schlieff was appointed as our Vice President of Operations. His annual base salary is \$225,000, and he received a one time sign-on bonus of \$28,000. In September 2000, Mr. Leparulo was appointed our Senior Vice President, Corporate and Strategic Development and General Counsel. His annual base salary is \$235,000 and he received a one time sign-on bonus of \$25,000. In February 2000, Mr. Flowers was appointed as our Chief Financial Officer. Effective August 2000, his annual base salary is \$200,000.

Annual compensation listed in the following table excludes other compensation in the form of perquisites and other personal benefits that is less than the lesser of \$50,000 or 10% of the total annual salary and bonus of each of the named executive officers in 1999. The options listed in the following table were originally granted under our 1997 employee stock option plan. These options will be incorporated into our 2000 stock incentive plan, but will continue to be governed by their existing terms. See "Management -- 2000 Stock Incentive Plan."

SUMMARY COMPENSATION TABLE

NAME AND PRINCIPAL POSITION	ANNUAL COMPENSATION		LONG-TERM COMPENSATION AWARDS
	SALARY	BONUS	SECURITIES UNDERLYING OPTIONS
Robert Corey(1)..... Chief Executive Officer	\$200,000	\$50,000	--
Ambrose Tam(2)..... President, Chief Operating Officer and Chief Technology Officer	155,926	46,588	--
Bruce Gray..... Senior Vice President, Sales and Marketing	141,750	--	150,000
Roger Hartman(1)..... Chief Financial Officer and Vice President	157,225	20,000	--
James Palmer(1)..... Vice President, Operations and Research & Development	179,815	--	--

(1) Mr. Corey ceased serving as our Chief Executive Officer in July 2000, Mr. Hartman ceased serving as our Chief Financial Officer in February 2000 and Mr. Palmer ceased serving as our Vice President, Operations and Research and Development, in October 1999.

- (2) Mr. Tam's annual salary compensation in 1999 was (Canadian) \$238,568, and his annual bonus compensation in 1999 was (Canadian) \$71,280. The amount shown is based on the daily Noon Buying Rate of (Canadian) \$1.53 per (US) \$1.00 on November 10, 2000.

OPTION GRANTS IN FISCAL YEAR 1999

The following table provides summary information regarding stock options granted to our named executive officers during the fiscal year ended December 31, 1999. No stock appreciation rights were granted during 1999.

The potential realizable value is calculated assuming the fair market value of the common stock appreciates at the indicated rate for the entire term of the option and that the option is exercised and sold on the last day of its term at the appreciated price. Stock price appreciation of 5% and 10% is assumed pursuant to the rules of the Securities and Exchange Commission and does not represent our estimate or projection of future common stock prices. We cannot assure you that the actual stock price will appreciate over the term of the options at the assumed 5% and 10% rates or at any other defined rate. Actual gains, if any, on stock option exercises will depend on the future performance of our common stock. Unless the market price of the common stock appreciates over the option term, no value will be realized from the option grants made to the named executive officers.

NAME	DATE OF GRANT	INDIVIDUAL GRANTS				POTENTIAL REALIZABLE VALUE AT ASSUMED ANNUAL RATES OF STOCK PRICE APPRECIATION FOR OPTION TERM	
		NUMBER OF SECURITIES UNDERLYING OPTIONS GRANTED	PERCENT OF TOTAL OPTIONS GRANTED TO EMPLOYEES IN FISCAL YEAR	EXERCISE OR BASE PRICE PER SHARE	EXPIRATION DATE	5%	10%
Bruce Gray.....	October 25, 1999	150,000	17.83%	\$0.95	October 24, 2009	\$ 89,932	\$227,905
John Weitzner.....	August 18, 1999	225,000	26.74%	\$0.95	August 17, 2009	\$134,898	\$341,858

In 1999, we granted options to purchase up to a total of 852,000 shares to employees, directors and consultants under our 1997 employee stock option plan at an exercise price equal to the fair market value of our common stock on the date of grant, as determined in good faith by our board of directors.

Mr. Gray's options began to vest on January 1, 2000. The options vest over a four-year period, with 25% of the option shares vesting on the first anniversary of the date of grant, and the remaining shares vesting in equal monthly installments over the 36-month period following that date. The vesting of the options will immediately accelerate upon a sale or merger of our company. Mr. Weitzner's options began to vest on September 1, 1999. Effective July 24, 2000, Mr. Weitzner ceased to be an employee of our company. As of that date, Mr. Weitzner held options to purchase 225,000 shares of our common stock at an exercise price of \$0.95 per share, none of which had vested. In connection with the termination of Mr. Weitzner's employment with us, we entered into a separation agreement which provided that options exercisable for 65,625 shares vest on October 31, 2000.

In July 2000, Mr. Major was appointed Chief Executive Officer, and we granted Mr. Major options to purchase 3,036,543 shares of common stock at an exercise price of \$5.00 per share. The option shares will vest and become exercisable as follows: 607,308 option shares are immediately exercisable; 379,569 option shares vest and become exercisable on July 24, 2001; 379,569 option shares vest and become exercisable on July 24, 2002; and 303,654 option shares vest and become exercisable on each July 24 of 2001, 2002, 2003 and 2004. In addition, 455,481 option shares shall vest and become exercisable on the earlier to occur of (1) our attaining certain milestones before December 31, 2000 or (2) with respect to 227,748 option shares, on July 24, 2003 and with respect to another 227,748 option shares, on July 24, 2004. The vesting of the option shares will immediately accelerate upon a change in control of our company. The options expire on the first to occur of 6 months after termination (in the event of termination of Mr. Major's employment by death or disability), 90 days after termination (in the event of termination of Mr. Major's employment for any other reason) or July 24, 2010.

In July 2000, Mr. Schlieff was appointed Vice President, Operations, and we granted Mr. Schlieff options to purchase 600,000 shares of common stock at an exercise price of \$5.00 per share. The options

are subject to our 1997 employee stock option plan and will vest over a four-year period, with 25% of the option shares vesting each year.

In February 2000, Mr. Flowers was appointed Vice President of Finance and Chief Financial Officer, and at that time we granted Mr. Flowers options to purchase 375,000 shares of common stock at an exercise price of \$1.67 per share. The options will vest over a four-year period, with 25% of the option shares vesting on February 17, 2001, and the remainder vesting in equal monthly installments over the 36-month period following that date. The vesting of the options will immediately accelerate upon a change of control of our company.

In September 2000, we appointed Mr. Leparulo our Senior Vice President, Corporate and Strategic Development and General Counsel and at that time granted him an option to purchase up to 600,000 shares of our common stock at an exercise price of \$11.00 per share. The shares subject to the option will vest over a four-year period, with 25% of the shares vesting on the first anniversary of the date of grant and the remaining shares vesting in equal monthly installments over the 36-month period following that date. The vesting of the shares will immediately accelerate upon a change of control of our company.

In August 2000, we also granted to Messrs. Flowers, Gray and Tam options to purchase an additional 225,000, 330,000 and 225,000 shares of common stock, respectively, at an exercise price of \$7.50 per share. The options will vest over a four-year period, with 25% of the options vesting one year from the date of grant, and the remainder vesting in equal monthly installments over the 36-month period following that date. The vesting of the options will immediately accelerate upon a change of control of our company.

OPTION EXERCISES IN LAST FISCAL YEAR AND YEAR-END OPTION VALUES

The following table sets forth information concerning the number and value of shares of common stock underlying the unexercised options held by the named executive officers as of December 31, 1999. The table also sets forth the value realized upon exercise of stock options in fiscal year 1999, and the year-end number and value of unexercised options with respect to each of the named executive officers as of December 31, 1999. The value was calculated by determining the fair market value of our common stock on the date of exercise, as determined in good faith by our board of directors, less the exercise price paid for the shares. The value of unexercised in-the-money options at December 31, 1999 is calculated based on an assumed initial public offering price of \$11.00, less the exercise prices of the options, multiplied by the number of shares underlying those options.

FISCAL YEAR-END OPTION VALUES

NAME	NUMBER OF SHARES ACQUIRED ON EXERCISE	VALUE REALIZED	NUMBER OF SECURITIES UNDERLYING UNEXERCISED OPTIONS AT DECEMBER 31, 1999		VALUE OF UNEXERCISED IN-THE-MONEY OPTIONS AT DECEMBER 31, 1999	
			EXERCISABLE	UNEXERCISABLE	EXERCISABLE	UNEXERCISABLE
Robert Corey(1).....	--	--	437,499	1,062,501	\$4,395,407	\$10,674,593
Ambrose Tam.....	--	--	45,000	45,000	463,050	463,050
John Weitzner(1).....	--	--	--	225,000	--	2,260,500
Bruce Gray.....	--	--	30,000	240,000	301,400	2,411,200
Roger Hartman(1).....	--	--	75,000	225,000	753,500	2,260,500
James Palmer(1).....	300,000	\$490,000	300,000	--	3,290,000	--

(1) Messrs. Corey and Weitzner left the company in July 2000; Mr. Hartman left the company in February 2000; Mr. Palmer left the company in October 1999.

EMPLOYMENT-RELATED ARRANGEMENTS

In July 2000, we entered into an employment agreement with John Major covering an initial term of three years under which Mr. Major will serve as the Chairman of our board of directors and as our Chief Executive Officer. The agreement provides for Mr. Major to receive an annual base salary of \$325,000, subject to review by our board at least annually, and an annual performance incentive bonus payable in a

single installment in an amount equal to up to 100% of Mr. Major's then applicable annual salary. The agreement provides for Mr. Major to receive half his bonus in cash and the remaining half in shares of our common stock. In addition, we granted Mr. Major options to purchase up to 3,036,543 shares of our common stock at an exercise price of \$5.00 per share. Twenty percent of these options vested and became exercisable on their date of grant and the remaining options will vest and become exercisable with the passage of time or upon the occurrence of specified events. In the event that we terminate Mr. Major without cause, or in the event he terminates his employment with us because we have materially breached the terms of his employment agreement or because a change of control occurs, he is entitled to receive in a lump sum payment an amount equal to his annual base salary then in effect and all unvested options will immediately vest and become exercisable. Mr. Major would then also be entitled to a bonus equal to the amount of the bonus he had earned as of the date of his termination as well as to the continuation of certain employee benefits pursuant to the terms of existing company plans. If we terminate Mr. Major's employment for cause, or Mr. Major terminates his employment without good reason, Mr. Major will be entitled to received severance and other benefits only as may then be established under our existing severance and benefit plans and policies at the time of such termination.

On August 21, 1996, Ambrose Tam entered into a five-year employment agreement with us and one of our subsidiaries, NWT, under which Mr. Tam agreed to serve as our and NWT's President and Chief Operating Officer. The employment agreement provides for an annual salary of no less than (Canadian) \$187,440 (US \$122,510) adjusted from time to time, and an annual performance incentive bonus targeted to be 33% of his annual base salary, based on the achievement of certain performance objectives. The employment agreement provides that if Mr. Tam is terminated without cause, he will be entitled to (Canadian) \$250,000 (US \$163,399), payable in two equal installments, the first of which would occur upon his termination and the second of which would occur six months thereafter. In this event, Mr. Tam would also receive a performance bonus prorated for the period it covers and he would continue to receive certain employee benefits for 12 months. If Mr. Tam terminates his employment because of a material breach of the employment agreement by either us or NWT, he will be entitled to (Canadian) \$250,000 (US \$163,399), his incentive bonus prorated for the year and the continuation of certain employee benefits for 12 months. In the event of a change of control of either us or NWT, Mr. Tam will be entitled to (Canadian) \$125,000 (US \$81,699) if he resigns from employment within 30 days from the date of the change of control. All US dollar amounts presented above are based on the daily Noon Buying Rate of (Canadian) \$1.53 per (US)\$1.00 on November 10, 2000.

We have entered into arrangements with several of our employees which provide that the salary of each of these employees will continue for six months if we cease to do business or if the employee's employment is terminated without cause.

On April 17, 2000, we entered into a separation agreement and general release with Roger Hartman pursuant to which, effective April 30, 2000, Mr. Hartman agreed to terminate his employment with us. As of April 30, 2000, Mr. Hartman held options to purchase 300,000 shares of our common stock at an exercise price of \$0.95 per share, 75,000 of which had vested. Under our agreement, Mr. Hartman will serve as a consultant to us for a period of six months ending October 31, 2000 for a monthly consultant fee of approximately \$12,000 and will be considered an employee for purposes of the vesting of his stock options and participation in our 401(k) plan. After October 31, 2000, for the two-month period ending December 31, 2000, Mr. Hartman will serve us as a part-time consultant for which he will not be paid a consulting fee, though his stock options will continue to vest.

In connection with the termination of Mr. Weitzner's employment with us effective July 24, 2000, on July 30, 2000 we entered into a separation agreement and general release. As of July 24, 2000, Mr. Weitzner held options to purchase 225,000 shares of our common stock, none of which had vested. The agreement provides that 65,625 shares of Mr. Weitzner's options vest on October 31, 2000.

COMPENSATION PLANS

1997 EMPLOYEE STOCK OPTION PLAN

Our 1997 employee stock option plan provided for the grant to employees of incentive and nonstatutory stock options. We have 12,000,000 shares of common stock authorized under our 1997 stock option plan. As of November 10, 2000, 10,228,094 shares were subject to outstanding options and 1,281,883 shares will remain available for future grant. Our board of directors has determined that no further options will be granted under the 1997 stock option plan after the completion this offering. The remaining shares issuable under the 1997 employee stock option plan shall be available for issuance under our 2000 stock incentive plan.

2000 STOCK INCENTIVE PLAN

Our 2000 stock incentive plan was adopted by our board of directors on July 24, 2000 and was approved by our stockholders in September 2000. The plan will become effective upon our initial public offering. At that time, all outstanding options under our 1997 employee stock option plan will be transferred to the 2000 stock incentive plan, and no further option grants will be made under the 1997 plan. The transferred options will continue to be governed by their existing terms, unless a committee of our board administering the plan decides to extend one or more features of the 2000 stock incentive plan to those options.

The 2000 stock incentive plan provides for the discretionary grant of incentive stock options to employees, including officers and employee directors, and for the discretionary grant of nonstatutory stock options, stock appreciation rights, stock units and stock purchase rights to employees, directors and consultants. A total of 16,500,000 shares of our common stock has been reserved for issuance under the 2000 stock incentive plan including those shares under the 1997 employee stock option plan for which options have not been granted as of the completion of this offering. Beginning with the first fiscal year following the effective date of the 2000 stock incentive plan, on the first day of each fiscal year, shares will be added to the 2000 stock incentive plan equal to the lesser of (i) 1,500,000 shares, (ii) three percent of the shares of our common stock outstanding in the last day of the prior fiscal year, or (iii) such lesser number of shares as may be determined by our board in its sole discretion. Unless terminated sooner, the 2000 stock incentive plan will terminate on July 23, 2010.

A committee of our board which is comprised solely of independent directors will generally serve as administrator of the 2000 stock incentive plan from and after the date of this offering. The administrator of our 2000 stock incentive plan generally has the power to select the key employees who are to receive awards under the plan, interpret and operate the plan, determine the type, number, vesting requirements and other features and conditions of an award of the options, restricted stock, stock appreciation rights and stock units granted. The compensation committee shall consist of at least two independent directors who shall satisfy the requirements of Rule 16b-3 (or its successor) promulgated under the Securities Exchange Act of 1934, as amended, with respect to awards granted to our officers and directors under Section 16 of this Act.

Our board is the administrator of the 2000 stock incentive plan's non-employee director grant program. Non-employee directors who first join our board after the effective date of our initial public offering will receive a grant of an option to purchase 20,000 shares of our common stock when they become non-employee directors. In addition, all non-employee directors who receive such an initial grant will receive a grant each subsequent annual meeting of an option to purchase 5,000 shares, provided they continue to serve after such annual meeting. These options generally vest over a four-year period with 25% of the option shares vesting on the first anniversary of the date of grant and the remainder vesting in 36 equal monthly installments commencing on the date one month and one year after the date of grant. These options also provide for accelerated vesting in the event of certain changes of control. Implementation of the 2000 stock incentive plan's non-employee director grant program is at the discretion of our board.

Our board has the authority to amend, suspend or terminate the 2000 stock incentive plan at any time for any reason, but no such action shall affect any award previously granted under the plan. The maximum number of shares subject to options and/or stock appreciation rights that each optionee may be granted during a fiscal year is 1,000,000 shares, or 2,000,000 shares in the first fiscal year of an optionee's employment with us. Restricted stock and stock unit grants are limited to 500,000 shares per person in any fiscal year, or 1,000,000 shares, in the first fiscal year of a participant's employment with us.

Awards granted under our 2000 stock incentive plan are generally not transferable by the optionee, and each option and stock appreciation right is exercisable during the lifetime of the optionee only or by the optionee's guardian or legal representative. The plan provides that a stock option or a stock appreciation rights agreement under the plan may provide for accelerated exercisability in the event of the optionee's death, disability or retirement or other events and may provide for expiration prior to the end of its term in the event of the termination of the optionee's service to us.

In the case of restricted stock and stock units, unless the administrator determines otherwise, the restricted stock purchase agreement shall grant us a repurchase option exercisable after the purchaser's employment or other service relationship with us has ended for any reason, including his or her death or disability. Each award of restricted stock and stock units will be granted pursuant to an agreement between us and the participant, and will vest in full or in installments in accordance with the respective agreement, which may provide for acceleration upon the occurrence of certain events. The purchase price for shares repurchased pursuant to the restricted stock purchase agreement shall be the original price paid by the purchaser and may be paid by cancellation of any indebtedness of the purchaser to us. The repurchase option shall lapse at a rate determined by the administrator.

The exercise price of all incentive stock options and nonstatutory stock options granted automatically to non-employee directors must be at least equal to the fair market value of our common stock on the date of grant. The exercise price of other nonstatutory stock options and stock purchase rights granted under the 2000 stock incentive plan is determined by the administrator, but with respect to nonstatutory stock options intended to qualify as "performance-based compensation" within the meaning of Section 162(m) of the Internal Revenue Code of 1986, as amended (Internal Revenue Code), the exercise price must be at least equal to the fair market value of our common stock on the date of the grant. With respect to any participant who owns stock possessing more than 10% of the voting power of all classes of our outstanding capital stock, the exercise price of any incentive stock option granted must at least equal 110% of the fair market value on the grant date and the term of such incentive stock option must not exceed five years. The term of all other options granted under the 2000 stock incentive plan may not exceed ten years.

The 2000 stock incentive plan provides that in the event that our company is a party to a merger or other reorganization, outstanding awards, other than grants to directors, shall be subject to the agreement of merger or reorganization. Such agreement may provide, without limitation, for the assumption of outstanding awards by the surviving corporation or its parent, for their continuation by us if we are the surviving corporation, for accelerated vesting or for their cancellation with or without consideration. The plan administrator may determine, at the time of granting an award or thereafter, that such award shall become fully vested as to all shares subject to such award in the event that a change in control occurs with respect to our company.

2000 EMPLOYEE STOCK PURCHASE PLAN

Our 2000 employee stock purchase plan (2000 purchase plan) was adopted by our board of directors on July 24, 2000 and was approved by our stockholders in September 2000. The plan will become effective upon our initial public offering. A total of 1,500,000 shares of our common stock will be reserved for issuance under the 2000 purchase plan. Also, beginning with our first fiscal year beginning after the effective date of the 2000 purchase plan, on the first day of each fiscal year, shares will be added to the 2000 purchase plan equal to the lesser of (a) 0.5% of the outstanding shares of our common stock on the last day of the prior fiscal year, (b) 270,000 shares, or (c) such lesser number of shares as may be determined by our board in its sole discretion.

Under the 2000 purchase plan, which is intended to qualify under Section 423 of the Internal Revenue Code, our board of directors may determine the duration and frequency of stock purchase periods. Initially the plan will operate using consecutive, overlapping, twenty-four month offering periods. Each offering period will include four approximately six-month purchase periods. The offering periods generally start on the first trading day on or after February 1 and August 1 of each year, except for the first such offering period which commences on the effective date of the initial public offering and ends on the last trading day on or before January 31, 2002.

Employees of our company or of any designated subsidiary of ours will be eligible to participate. However, no employee may be granted an opportunity to purchase stock under the 2000 purchase plan if immediately after the grant, he or she would own stock possessing 5% or more of the total combined voting power or value of all classes of our capital stock.

The 2000 purchase plan permits participants to purchase our common stock through payroll deductions of up to 10% of their total annual compensation. Amounts deducted and accumulated by the participant are used to purchase shares of common stock at the end of each purchase period. The price of stock purchased under the 2000 purchase plan is generally 85% of the lower of the fair market value of the common stock either at the beginning of the offering period (85% of the price at which a share is first offered by the underwriters to the public in the case of the first offering period) or at the end of the purchase period. In the event the fair market value at the end of a purchase period is less than the fair market value at the beginning of the offering period, the participants will be withdrawn from the current offering period following exercise and automatically re-enrolled in a new offering period. Participants may end their participation at any time during an offering period, and they will be paid their payroll deductions to date. Participation ends automatically upon termination of employment with us.

Rights granted under the 2000 purchase plan are not transferable by a participant other than upon his or her death or by a special determination by the plan administrator. Each outstanding option under the 2000 purchase plan will be subject to the acquisition agreement in the event we merge with or into another corporation or sell substantially all of our assets.

Our board of directors has the authority to amend or terminate the 2000 purchase plan at any time for any reason. Unless earlier terminated by our board of directors, the 2000 purchase plan will terminate automatically 10 years from its effective date.

401(k) PLAN

Our 401(k) plan covers our employees located in the United States. The 401(k) plan is intended to qualify under Section 401(k) of the Internal Revenue Code. Consequently, contributions to the 401(k) plan by the employees or by us, and the investment earnings thereon, are not taxable to employees until withdrawn from the 401(k) plan. Further, contributions by us, if any, will be deductible by us when made. Employees may elect to contribute up to 15% of their current annual compensation to the 401(k) plan up to the statutorily prescribed annual limit. The 401(k) plan does not currently permit, but may in the future be amended to permit, additional matching contributions to the 401(k) plan by us on behalf of all participants in the 401(k) plan.

LIMITATION OF LIABILITY AND INDEMNIFICATION MATTERS

As permitted by the Delaware General Corporation Law, we have included a provision in our amended and restated certificate of incorporation to indemnify our officers and directors against liability for monetary damages for breach or alleged breach of their fiduciary duties as officers or directors, other than in cases of fraud or other willful misconduct. Our bylaws provide that we will indemnify our officers and directors to the maximum extent permitted by Delaware law and may indemnify our other employees and agents to the maximum extent permitted by Delaware. In addition, our bylaws provide that we will advance expenses to our officers and directors as incurred in connection with proceedings against them for which they may be indemnified. In addition, we plan to enter into indemnification agreements with our officers and directors. The indemnification agreements will require us, among other things, to indemnify

officers and directors against liabilities that may arise by reason of their status or service as officers and directors (but not for liabilities arising from willful misconduct of a culpable nature), and to advance sums covering the expenses they incurred as a result of any proceeding against them as to which they could be indemnified.

We have obtained an insurance policy covering directors and officers for claims they would otherwise be required to pay or for which we are required to indemnify them.

At present, we are not aware of any pending or threatened litigation or proceeding involving a director, officer, employee or agent of ours in which indemnification would be required or permitted. We are not aware of any threatened litigation or proceeding that might result in a material claim for such indemnification. We believe that our charter provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers.

RELATED PARTY TRANSACTIONS

Since January 1, 1997, there has not been any transaction or series of similar transactions to which we were or are a party in which the amount exceeded or exceeds \$60,000 and in which any executive officer, director or any holder of more than 5% of any class of our voting securities or any member of the immediate family or any of the foregoing persons had or will have a direct or indirect material interest, other than the transactions described below.

SERIES D FINANCING

On June 30, 2000, July 14, 2000 and October 23, 2000 we issued and sold an aggregate of 6,326,932 shares of our Series D preferred stock at a purchase price of \$5.75 per share. We also issued warrants to purchase an aggregate of 1,178,400 shares of our common stock at an exercise price of \$5.75 per share. Of the 6,326,932 shares of Series D preferred stock and the 1,178,400 accompanying warrants that we issued and sold, we issued and sold a total of 5,256,315 such shares and a total of 1,051,254 warrants to the following executive officers, directors, and greater than 5% stockholders of our company and persons associated with them for a total purchase price of approximately \$30.2 million.

PURCHASER -----	NUMBER OF SHARES -----	NUMBER OF WARRANTS -----	TOTAL PURCHASE PRICE -----
Aether Capital, LLC.....	3,478,260	695,652	\$19,999,995
Cornerstone Equity Investors IV, L.P.	869,565	173,913	4,999,999
GSM Capital Limited Partnership.....	516,519	103,302	2,969,984
Bank of Montreal Capital Corporation.....	181,914	36,381	1,046,006
Working Ventures Canadian Fund, Inc.....	173,913	34,782	1,000,000
Ventures West Investments Limited.....	27,288	5,457	156,906
ARGC III, LLC.....	5,217	1,041	29,998
Sam Znaimer.....	3,639	726	20,924

Aether Capital, LLC is the investment arm of Aether Systems, Inc., which is the sole member of Aether Capital LLC. David S. Oros, one of our directors, serves as Chairman, Chief Executive Officer and President of Aether Systems, Inc. Mr. Oros is also a director of OmniSky Corporation, in which Aether Systems, Inc. is an investor. In August 1999, we entered into an agreement with OmniSky for the development and sale of 100,000 of our Minstrel III and Minstrel V cradle modems for the Palm III and Palm V handheld computing devices at unit prices of \$218.50 and \$230.00, respectively, or an aggregate price of \$22.7 million with a projected unit mix of 80% Minstrel V and 20% Minstrel III. Under the agreement OmniSky paid total advances of \$3.8 million in installments in August and October of 1999 to be used for our procurement of long-lead-time components. In addition, the agreement provided for a 4-month period during which we would sell the Minstrel V exclusively to OmniSky. During that period we sold approximately 7,000 Minstrel V units to OmniSky. The agreement also required OmniSky to pay us \$8.00 for each unit we activated for it and gave OmniSky the option to obtain extended warranty coverage from us for \$5.00 per modem per year. Although we had sold approximately 21,000 units to OmniSky as of the expiration of this agreement on May 1, 2000, we have been shipping and provisioning the balance of 79,000 modems to it, 26,000 prior to September 21, 2000 and 53,000 pursuant to an open purchase order dated September 21, 2000, while observing the same terms as those contained in the expired agreement with the exception that we now charge OmniSky \$12.00 per unit for activation services which is the same price we currently charge our other customers for this service. Since Mr. Oros joined our board in July 2000, we have sold approximately 34,000 units to OmniSky. Pursuant to contracts we entered into after executing the OmniSky agreement, we have sold similar products to other parties at unit prices generally higher than those under our agreement with OmniSky. We intend to complete the sale to OmniSky of the remaining balance of approximately 40,000 units pursuant to this arrangement. We are currently negotiating a new agreement with OmniSky whose terms and prices we expect will be more commensurate with our recent customer contracts. There can be no assurance that this agreement will be consummated.

Cornerstone Equity Investors IV, L.P. is an investment fund whose managing general partner is Cornerstone Equity Investors, LLC. Robert Getz and Mark Rossi, two of our directors, are each managing directors of Cornerstone Equity Investors, LLC.

Bank of Montreal Capital Corporation and Ventures West Investments Limited are both controlled by Ventures West Capital Ltd. Sam Znaimer, one of our former directors, is a senior vice president and a member of the board of directors of Ventures West Capital Ltd.

GSM Capital Limited Partnership is an investment fund that is managed by Argo Global Capital Inc. H.H. Haight, one of our directors, and Bernice Bradin, one of our former directors, are both executives at Argo Global Capital, Inc.

ARGC III, LLC is an investment fund in which H.H. Haight, one of our current directors, and Bernice Bradin, one of our former directors, are members. Mr. Haight and Ms. Bradin are also both limited partners of Advent Partners Limited Partnership, an entity that participated in some of our earlier financing rounds. In addition, they are entitled to receive a percentage of the carried interest payable to the managing general partner of each of Advent Israel Limited Partnership, Advent Israel (Bermuda) Limited Partnership, Golden Gate Development & Investment Limited Partnership and Digital Media & Communications Limited Partnership provided these funds show a gain on their investments. Each such fund purchased shares of our preferred stock in earlier rounds of financing.

Working Ventures Canadian Fund, Inc. is a Canadian venture capital fund at which Nathan Gibb, one of our directors, is an investment manager.

SERIES C FINANCING

On December 31, 1999, we issued and sold a total of 11,022,831 shares of Series C preferred stock at a purchase price of \$2.78 per share. We also issued warrants to purchase a total of 6,277,854 and 29,568 shares of common stock at an exercise price of \$3.33 and \$2.78 per share, respectively, on or prior to December 31, 2004, including 4,158,783 warrants issued in conjunction with the conversion of the convertible subordinated debentures, issued in June and July 1999, into shares of Series C preferred stock.

Of the 11,022,831 shares of Series C preferred stock that we issued and sold, a total of 6,507,672 shares of Series C preferred stock and warrants to purchase a total of 5,075,601 shares of common stock were issued and sold to the following executive officers, directors and greater than 5% stockholders of our company and persons affiliated with them for a total purchase price of approximately \$18.1 million:

PURCHASER -----	NUMBER OF SHARES -----	NUMBER OF WARRANTS -----	TOTAL PURCHASE PRICE -----
Cornerstone Equity Investors IV, L.P.	5,395,683	1,079,136	\$15,000,000
GSM Capital Limited Partnership.....	327,906	1,316,652	911,579
Bank of Montreal Capital Corporation.....	302,739	819,003	841,614
Working Ventures Canadian Fund, Inc.	187,266	750,000	520,599
Marco Polo Industries Co., Ltd.	111,612	446,955	310,281
Entities affiliated with Advent International Corporation.....	131,004	524,622	364,191
Ventures West Investments Limited.....	45,408	122,850	126,234
Sam Znaimer.....	6,054	16,383	16,830

Marco Polo Industries Co., Ltd., an investment firm, is owned by Horst Pudwill, one of our former directors.

Advent International Corporation is an investment firm that beneficially owns more than 5% of our voting capital stock. Advent participated in our financings through its affiliates, Advent Partners Limited Partnership, Advent Israel Limited Partnership, Advent Israel (Bermuda) Limited Partnership, Digital Media & Communications Limited Partnership and Golden Gate Development & Investment Limited Partnership.

1999 BRIDGE FINANCING

On June 24, 1999 and July 15, 1999, we issued and sold convertible subordinated debentures to purchasers in the total original principal amount of \$3,120,000 bearing interest at the rate of 8% per annum. Of this amount, \$500,000 was issued and sold by our subsidiary NWT. We also issued warrants to purchase a total of 3,930,006 shares of common stock at an exercise price of \$0.67 per share on or prior to June 24, 2004 or July 15, 2004, respectively. NWT also issued warrants to purchase 750,000 shares of NWT's common stock at an exercise price of \$0.67 per share. Upon the exercise of these NWT Warrants, the resulting shares of NWT common stock are thereafter exchangeable on a one-for-one basis for shares of our common stock. Immediately upon the closing of our Series C preferred stock financing, the principal amount then outstanding under the convertible subordinated debentures that we and NWT issued, together with accrued but unpaid interest thereon, automatically converted into an aggregate of 1,166,721 shares of Series C preferred stock at a price of \$2.78 per share. In September 2000, the warrants that NWT issued in connection with this financing were exchanged on a one-for-one basis for warrants to purchase our common stock.

Of the \$3,120,000 original principal amount of debentures that we and NWT issued and sold, we and NWT issued and sold a total original principal amount of \$2,772,522 and warrants to purchase a total of 4,158,783 shares of our common stock and NWT common stock to the following executive officers, directors or greater than 5% stockholders of our company and persons affiliated with them:

PURCHASER -----	NUMBER OF WARRANTS -----	TOTAL PRINCIPAL AMOUNT OF CONVERTIBLE SUBORDINATED DEBENTURES -----
GSM Capital Limited Partnership.....	1,316,652	\$877,768
Bank of Montreal Capital Corporation.....	798,234	532,156
Working Ventures Canadian Fund, Inc.	750,000	500,000
Marco Polo Industries Co., Ltd.	446,955	297,970
Digital Media & Communications Limited Partnership.....	285,393	190,262
Robert Corey.....	150,000	100,000
Ventures West Investments Limited.....	119,736	79,824
Golden Gate Development & Investment Limited Partnership....	118,722	79,148
Advent Israel Limited Partnership.....	81,474	54,316
Advent Partners Limited Partnership.....	39,033	26,022
Roger Hartman.....	30,000	20,000
Sam Znaimer.....	15,966	10,644
ARGC, LLC.....	6,618	4,412

Robert Corey is a former director and chief executive officer and Roger Hartman is a former chief financial officer of ours.

ARGC, LLC is an investment fund in which H.H. Haight, one of our directors, and Bernice Bradin, one of our former directors, are members.

SERIES B FINANCING

On December 23, 1997, April 24, 1998 and September 1, 1998, we issued and sold a total of 6,252,843 shares of our Series B preferred stock at a purchase price of \$1.42 per share. We also issued warrants to purchase a total of 2,344,815 shares of common stock at an exercise price of \$1.42 per share on or prior to December 31, 2002 or December 31, 2004, depending on their date of issuance. In addition, on December 23, 1997 and on April 24, 1998, our subsidiary NWT issued an aggregate of 640,842 shares of its Series B preferred stock at a purchase price of \$1.42 per share and warrants to purchase a total of 240,315 shares of NWT's common stock at an exercise price of \$1.42 per share on or prior to December 31, 2002 or December 31, 2003, depending on their date of issuance. In September 2000, these

NWT shares and the accompanying NWT common stock purchase warrants were exchanged on a one-for-one basis for shares of our Series B preferred stock, and warrants to purchase our common stock.

Of the 6,893,685 shares of Series B preferred stock that each of Novatel Wireless and NWT issued and sold, a total of 4,977,126 shares of Series B preferred stock and warrants to purchase a total of 1,827,048 shares of common stock were issued and sold to the following executive officers, directors and greater than 5% stockholders of Novatel Wireless and persons affiliated with them for a total purchase price of approximately \$7.1 million.

PURCHASER -----	NUMBER OF SHARES -----	NUMBER OF WARRANTS -----	TOTAL PURCHASE PRICE -----
GSM Capital Limited Partnership.....	3,082,569	1,155,963	\$4,377,248
Working Ventures Canadian Fund, Inc.	640,842	240,315	909,996
Bank of Montreal Capital Corporation.....	530,379	198,891	753,138
Steven Sherman.....	352,113	132,042	500,000
Marco Polo Industries Co., Limited.....	176,055	66,021	249,998
Sherman Capital Group, LLC.....	105,000	--	149,100
Ventures West Investments Limited.....	79,557	29,835	112,971
Sam Znaimer.....	10,611	3,981	15,068

Sherman Capital Group, LLC is an investment firm at which Steven Sherman, one of our directors, is the managing member.

SERIES A FINANCING

Between August 26, 1996, and December 11, 1997, we issued and sold a total of 6,791,571 shares of our Series A preferred stock at a purchase price of \$0.71 per share. In addition, during that period our subsidiary NWT issued a total of 3,755,394 shares of its Series A preferred stock at a purchase price of \$0.71 per share. In September 2000, these NWT shares were exchanged on a one-for-one basis for shares of our Series A preferred stock, which will automatically convert into shares of our common stock immediately prior to the completion of this offering.

Of the 10,546,965 shares of Series A preferred stock that we and NWT issued and sold a total of 10,314,048 shares were issued and sold to the following executive officers, directors and greater than 5% stockholders of our company and persons affiliated with them for a total purchase price of approximately \$7.3 million.

PURCHASER -----	NUMBER OF SHARES -----	TOTAL PURCHASE PRICE -----
Working Ventures Canadian Fund, Inc.	3,755,394	\$2,666,330
Bank of Montreal Capital Corporation.....	1,877,841	1,333,267
Digital Media & Communications Limited Partnership.....	1,689,795	1,199,754
GSM Capital Limited Partnership.....	865,602	614,577
Golden Gate Development & Investment Limited.....	703,125	499,219
Advent Israel Limited Partnership.....	482,400	342,504
Steven Sherman.....	324,030	230,061
Ventures West Investments Limited.....	281,685	199,996
Advent Partners Limited Partnership.....	231,120	164,095
Advent Israel (Bermuda) Limited Partnership.....	59,040	41,918
Sam Znaimer.....	37,536	26,651
ARGC, LLC.....	6,480	4,601

We believe that each transaction set forth above was made on terms no less favorable to us than we could have obtained from unaffiliated third parties. All future transactions, including loans, if any, between us and our officers, directors and principal stockholders and their affiliates and any transaction between us and any entity with which our officers, directors or greater than 5% stockholders are affiliated will be

approved by a majority of the members of the board of directors, including a majority of the independent and disinterested outside members of our board of directors and will be on terms no less favorable to us than we could obtain from unaffiliated third parties.

RELATIONSHIPS WITH OFFICERS AND DIRECTORS

In June 1998 we entered into a consulting services agreement with one of our directors, Steven Sherman. Pursuant to the agreement, Mr. Sherman agreed to serve us as a special consultant for strategic business development in return for monthly compensation in the amount of \$7,000. In October 1999, this agreement was terminated.

PRINCIPAL STOCKHOLDERS

The following table sets forth information regarding the beneficial ownership of our common stock as of November 10, 2000, and as adjusted for this offering, by:

- each person or entity whom we know beneficially to own more than 5% of our outstanding stock;
- each of our directors and named executive officers; and
- all directors and executive officers as a group.

Each stockholder's percentage ownership in the following table prior to the offering is based on 45,113,581 shares of common stock outstanding as of November 10, 2000, assuming conversion of all outstanding shares of preferred stock. For purposes of calculating each stockholder's percentage ownership, all options and warrants exercisable within 60 days of November 10, 2000 held by the particular stockholder and that are included in the first column are treated as outstanding shares, but are not deemed outstanding for purposes of computing the percentage ownership of any other person. The numbers shown in the table below assume no exercise by the underwriters of their over-allotment option.

Except as otherwise noted, the principal address of each person listed in the table below is c/o Novatel Wireless, Inc., 9360 Towne Centre Drive, Suite 110, San Diego, CA 92121. Beneficial ownership is determined in accordance with the rules of the Securities and Exchange Commission and includes voting and investment power with respect to shares. To our knowledge, except under applicable community property laws or as otherwise indicated, the persons named in the table have sole voting and sole investment control with respect to all shares beneficially owned.

NAME AND ADDRESS OF BENEFICIAL OWNER	NUMBER OF SHARES BENEFICIALLY OWNED	PERCENTAGE OF SHARES BENEFICIALLY OWNED	
		PRIOR TO THE OFFERING	AFTER THE OFFERING
Cornerstone Equity Investors LLC(1) 717 Fifth Avenue, Suite 1100 New York, NY 10022.	7,518,297	16.21%	14.09%
Robert Getz(1)	7,518,297	16.21	14.09
Mark Rossi(1)	7,518,297	16.21	14.09
Entities affiliated with GSM Capital Limited Partnership(2) Lynnfield Woods Office Park 210 Broadway, Suite 101 Lynnfield, MA 01949	7,391,250	15.50	13.51
H.H. Haight(2)	7,391,250	15.50	13.51
Working Ventures Canadian Fund, Inc.(3) 250 Bloor Street, East Suite 1600 Toronto, Ontario CANADA M4W 1E6	5,782,512	12.53	10.88
Nathan Gibb(3)	--	--	--
Steven Sherman(4)	4,991,367	11.02	9.54
Entities affiliated with Ventures West Capital Limited(5) 1285 West Pender Street, Suite 280 Vancouver, British Columbia CANADA V6E 4B1	4,716,816	10.17	8.84
Aether Capital, LLC(6) 11460 Cronridge Drive Owings Mills, MD	4,229,616	9.23	8.01

NAME AND ADDRESS OF BENEFICIAL OWNER	NUMBER OF SHARES BENEFICIALLY OWNED	PERCENTAGE OF SHARES BENEFICIALLY OWNED	
		PRIOR TO THE OFFERING	AFTER THE OFFERING
David Oros(6).....	4,229,616	9.23	8.01
Entities affiliated with Advent International Corporation(7).....	3,821,106	8.37	7.26
75 State Street, 29th Floor Boston, MA 02109			
Marco Polo Industries Co., Ltd.(8).....	3,492,273	7.66	6.64
1806, 18F, Central Plaza 18 Harbour Road Wanchai, Hong Kong Hong Kong			
Ambrose Tam(9).....	1,729,350	3.83	3.31
John Major(10).....	1,062,789	2.36	2.04
Melvin Flowers.....	--	--	--
Bruce Gray(11).....	97,500	*	*
Peter Leparulo(12).....	5,214	*	*
Steven Schlieff.....	--	--	--
All directors and executive officers as a group (12 persons).....	32,807,895	64.28%	56.53%

* Less than one percent of the outstanding shares of our common stock.

- (1) Represents 6,265,248 shares of common stock and warrants to purchase 1,253,049 shares of common stock. Mark Rossi and Robert Getz hold voting and investment control over these securities and each disclaims beneficial ownership of these securities except to the extent of his respective pecuniary interest.
- (2) Represents 4,807,200 shares of common stock and warrants to purchase 2,584,050 shares of common stock. H.H. Haight and Bernice Bradin hold voting and investment control over these securities and each disclaims beneficial ownership of these securities except to the extent of his or her respective pecuniary interest.
- (3) Represents 4,757,415 shares of common stock and warrants to purchase 1,025,097 shares of common stock. Working Ventures Canadian Fund Inc. is a widely held Canadian mutual fund whose board of directors holds voting and investment control over these securities. Mr. Gibb disclaims beneficial ownership of these securities except to the extent of his pecuniary interest.
- (4) Represents 4,791,825 shares of common stock, warrants to purchase 132,042 shares of common stock and options to purchase 67,500 shares of common stock which are vested and immediately exercisable.
- (5) Represents 3,456,954 shares of common stock and warrants to purchase 1,259,862 share of common stock. The board of directors of Ventures West Capital Limited, which is composed of Ted Anderson, Barry Gekiere, Nancy Harrison, Robin Louis, Howard Riback and Sam Znaïmer, holds voting and investment control with respect to 3,326,811 shares of common stock and warrants to purchase 1,212,417 shares of common stock. Sam Znaïmer holds voting and investment control over 57,840 shares of common stock and warrants to purchase 21,090 shares of common stock. Robin Louis holds voting and investment control over 72,303 shares of common stock and warrants to purchase 26,355 shares of common stock. Both Messrs. Znaïmer and Louis disclaim beneficial ownership of the shares that Ventures West Capital Limited controls except to the extent of his pecuniary interest.
- (6) Represents 3,478,260 shares of common stock and warrants to purchase 695,652 shares of common stock, held of record by Aether Capital LLC. Mr. Oros is Chairman, Chief Executive Officer and President of Aether Systems, Inc., the sole member of Aether Capital, LLC. The board of directors of Aether Systems, Inc. holds voting and investment control over these securities. Mr. Oros disclaims beneficial ownership of these securities except to the extent of his pecuniary interest. Also represents 36,666 shares of common stock and warrants to purchase 19,038 shares of common stock held of record by Mr. Oros.

- (7) Represents 3,296,484 shares of common stock and warrants to purchase 524,622 shares of common stock. In its capacity as manager of a number of investment funds that are the holders of record of our securities, Advent International Corporation exercises voting and investment control with respect to all our securities of which these funds are the holders of record. Advent International Corporation exercises its voting and investment control through a group of four persons: Douglas R. Brown, President and Chief Executive Officer, Andrew I. Fillat, Senior Vice President responsible for venture investments in North America, Greg C. Smitherman, Vice President responsible for the investment in the Company, and Janet L. Hennessy, Vice President responsible for monitoring public securities, none of whom may act independently and a majority of whom must act in concert to exercise voting or investment control over these securities.
- (8) Represents 2,979,297 shares of common stock and warrants to purchase 512,976 shares of common stock. Horst Pudwill owns a limited partnership interest in Marco Polo Industries Co., Ltd., holds voting and investment control over these securities and disclaims beneficial ownership of them except to the extent of his pecuniary interest.
- (9) Represents 1,661,850 shares of common stock and options to purchase 67,500 shares of our common stock which are vested and immediately exercisable.
- (10) Represents 607,308 shares of common stock issuable upon exercise of immediately exercisable options and 455,481 shares of common stock issuable upon the exercise of options which may become exercisable before December 31, 2000.
- (11) Represents options to purchase 97,500 shares of common stock which are vested and immediately exercisable.
- (12) Represents 4,347 shares of common stock and warrants to purchase 867 shares of common stock, but excludes options to purchase 600,000 shares of common stock which are unvested.

DESCRIPTION OF SECURITIES

Upon the completion of this offering, we will be authorized to issue up to 350,000,000 shares of common stock, \$0.001 par value per share, and up to 15,000,000 shares of undesignated preferred stock, \$0.001 par value per share. All shares of preferred stock currently outstanding will be converted into shares of common stock upon the completion of this offering. As of November 10, 2000, assuming conversion of all outstanding shares of preferred stock into common stock, there were outstanding 45,113,581 shares of our common stock warrants to purchase 10,542,090 shares of common stock, and options to purchase 10,228,094 shares of common stock.

The following description of our securities does not purport to be complete and is subject to and qualified by our amended and restated certificate of incorporation and by our amended and restated bylaws, each of which is included as an exhibit to the registration statement of which this prospectus forms a part, and by the provisions of applicable Delaware law.

COMMON STOCK

As of November 10, 2000, we had 76 holders of record of our common stock, assuming the conversion of all outstanding shares of our preferred stock. There will be 52,113,581 shares of common stock outstanding after giving effect to this offering, based on the number of shares outstanding as of November 10, 2000, assuming no exercise of the underwriter's overallotment option or exercise of outstanding warrants or options under our stock option plans after November 10, 2000.

The holders of our common stock are entitled to one vote for each share held of record on each matter submitted to a vote of our stockholders. Subject to preferences that may be applicable to any outstanding preferred stock, holders of our common stock are entitled to receive ratably such dividends as may be declared by our board of directors from funds legally available for that purpose. See "Dividend Policy." In the event of our liquidation, dissolution or winding up, the holders of our common stock are entitled to share ratably in all assets remaining after payment of liabilities and subject to the prior distribution rights of any outstanding preferred stock. Our common stock carries no preemptive or conversion rights or other subscription rights and there are no redemption or sinking fund provisions applicable to it. The outstanding shares of common stock are, and the shares of common stock to be issued upon completion of this offering will be, duly authorized, validly issued, fully paid and non-assessable.

PREFERRED STOCK

Our board of directors has the authority, without the need for further action by our stockholders, to issue any or all our authorized but unissued shares of preferred stock in one or more series. Our board of directors also has the authority to designate the rights, preferences, privileges and restrictions of each such series, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any series. Any series of preferred stock may possess voting, dividend, liquidation and redemption rights superior to those of our common stock.

The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could have the effect of entrenching our board of directors or of delaying, deferring or preventing a third party from acquiring a majority of our outstanding voting stock. The issuance of preferred stock with voting or conversion rights may also adversely affect the voting power of the holders of our common stock. In certain circumstances, an issuance of preferred stock could have the effect of decreasing the market price of shares of our common stock and delaying or preventing a change of control. As of the closing of the offering, no shares of preferred stock will be outstanding. We currently have no plans to issue any shares of, or designate any series of, our preferred stock.

WARRANTS

As of November 10, 2000, there were warrants outstanding to purchase a total of 10,542,090 shares of our common stock. The warrants to purchase shares of preferred stock that survive the closing of this offering will automatically convert into warrants to purchase shares of our common stock on the closing of this offering on a one-for-one basis. Generally, each warrant contains provisions for the adjustment of its exercise price and the number of shares issuable upon its exercise upon the occurrence of any stock dividend, stock split, reorganization, reclassification, consolidation and certain dilutive issuances of securities at prices below the then existing applicable warrant exercise price. In addition, the shares of our common stock issuable upon any exercise of the warrants provide their holders with rights to have those shares registered and qualified under federal and state securities laws, as discussed more fully below. Some of these warrants have net exercise provisions under which the holder may, in lieu of payment of the exercise price in cash, surrender the warrant and receive a net amount of shares based on the fair market value of our common stock at the time of exercise of the warrant after deduction of the aggregate exercise price.

REGISTRATION RIGHTS

Upon completion of this offering, under an amended and restated registration rights agreement dated June 15, 1999, the holders of approximately 17,440,650 shares of our common stock and warrants to purchase approximately 2,505,904 shares of our common stock will be entitled to certain rights with respect to the registration of shares under the Securities Act. Under the terms of this agreement, if we propose to register any of our securities under the Securities Act, these holders are entitled to notice of the registration and are entitled to include shares of common stock in the registration. The rights are subject to conditions and limitations, among them the right of the underwriters of an offering to limit the number of shares included in the registration. At any time following 180 days after this offering and prior to five years after this offering, the holders of a majority of these securities may require us to file registration statements under the Securities Act with respect to their shares of common stock, and we are required to use our best efforts to effect the registrations, subject to conditions and limitations. Additionally, if any holder of these securities requests that we file a registration statement on Form S-3 when such form becomes available to us, we are required to effect such registration as long as the holders propose to sell such securities at an aggregate price to the public of not less than \$500,000. Subject to the limitations contained in the agreement, we will be responsible for paying all registration expenses and the holders selling their shares will be responsible for paying all selling expenses.

In addition, upon completion of this offering, under an amended and restated investors' rights agreement dated June 30, 2000, the holders of approximately 17,356,216 shares of common stock and warrants to purchase up to approximately 8,036,184 shares of common stock will be entitled to certain rights with respect to the registration of shares under the Securities Act. If we propose to register any of our securities under the Securities Act, these holders are entitled to notice of the registration and are entitled to include shares of common stock in the registration. The rights are subject to conditions and limitations, among them the right of the underwriters of an offering to limit the number of shares included in the registration. At any time following the first anniversary of this offering, the holders of at least 30% of these securities may require that we file up to two registration statements under the Securities Act with respect to their shares of common stock, and we are required to use our best efforts to effect those registrations, subject to conditions and limitations. Additionally, if any holder of these securities requests that we to file a registration statement on Form S-3 when such form becomes available to us, we are required to effect such registration as long as the holders propose to sell such securities at an aggregate price to the public of not less than \$1,000,000.

The registration rights granted in this amended and restated investors' rights agreement will expire on the third anniversary of this offering, or earlier with respect to a particular stockholder if that holder can resell all its securities in a three month period under Rule 144 of the Securities Act. Subject to the limitations contained in the amended and restated investors' rights agreement, we will be responsible for

paying all registration expenses and the holders selling their shares will be responsible for paying all selling expenses.

DELAWARE ANTI-TAKEOVER LAW AND CHARTER AND BYLAW PROVISIONS

Certain provisions of Delaware law and our amended and restated certificate of incorporation and bylaws could make it more difficult for a third party to acquire us through a tender offer, a proxy contest or otherwise and the removal of incumbent officers and directors. These provisions are expected to discourage certain types of coercive takeover practices and inadequate takeover bids and to encourage persons seeking to acquire control of us to negotiate with us first. We believe that the benefits of increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging such proposals because, among other things, negotiation of such proposals could result in an improvement of their terms.

Our amended and restated certificate of incorporation authorizes our board to establish one or more series of undesignated preferred stock, the terms of which can be determined by our board at the time of issuance without the need for stockholder approval. Our amended and restated certificate of incorporation also provides that stockholder action can be taken only at an annual or special meeting of stockholders and may not be taken by written consent. In addition, our bylaws provide that special meetings of stockholders can be called only by our board of directors, the chairman of our board or our chief executive officer, but do not permit our stockholders to call a special meeting of stockholders. Our amended and restated certificate of incorporation also provides that our board of directors is divided into three classes, with each director assigned to a class with a term of three years. Our bylaws establish an advance notice procedure with regard to stockholder proposals and the nomination of candidates for election of directors other than by or at the direction of our board of directors.

We are subject to Section 203 of the Delaware General Corporation Law, which includes anti-takeover provisions. In general, Section 203 prohibits a publicly-held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a period of three years after the date that the person became an interested stockholder unless, subject to exceptions, the business combination or the transaction in which the person became an interested stockholder is approved in a prescribed manner. Generally, a "business combination" includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. Generally, an "interested stockholder" is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status, did own, 15% or more of the corporation's voting stock. These provisions may have an anti-takeover effect, including discouraging attempts that might result in the payment of a premium over the market price for the shares of common stock held by stockholders, or delaying, deferring or preventing a change in control without further action by the stockholders.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for shares of our common stock is U.S. Stock Transfer Corporation. The transfer agent's address and telephone number is 1745 Gardena Avenue, Glendale, California 91204, (818) 502-1404.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering there has been no market for our common stock. Future sales of substantial amounts of common stock, including shares issuable upon the exercise of outstanding options and warrants, in the public market could adversely affect prevailing market prices. Sales of substantially all amounts of our common stock in the public market after contractual restrictions lapse could adversely affect the prevailing market price and our ability to raise equity capital in the future.

Upon completion of the offering, we will have outstanding 52,113,581 shares of common stock, and 53,163,581 if the underwriters exercise their overallotment option in full, which excludes:

- 10,228,094 shares of common stock that could be issued upon the exercise of options outstanding as of November 10, 2000;
- 10,542,090 shares of common stock that could be issued upon the exercise of warrants outstanding as of November 10, 2000;
- 5,781,883 shares of common stock that could be issued in the future under our stock option plans as of November 10, 2000;
- 1,500,000 shares of common stock that could be issued in the future under our 2000 employee stock purchase plan.

Of the outstanding shares, all the shares of common stock sold in this offering will be freely tradable without restriction under the Securities Act, except that shares purchased by our affiliates, as Rule 144 promulgated under the Securities Act defines that term, may be sold only in compliance with the limitations described below. The remaining 45,113,581 shares of common stock will be deemed "restricted securities" as defined under Rule 144. Restricted shares may be sold in the public market only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rules 144 or 701 promulgated under the Securities Act, which we summarize below. Subject to the lock-up agreements described below in "Underwriting" and the provisions of Rules 144 and 701, shares will be available for sale in the public market as follows:

NUMBER OF SHARES -----	DATE ----
7,018,750	After the date of this prospectus, freely tradable shares sold in this offering and shares eligible for resale under Rule 144(k) that are not subject to the 180-day lock-up.
37,581,171	After 180 days from the date of this prospectus, the 180-day lock-up is released and these share are saleable under Rule 144 (subject, in some cases, to volume limitations).
3,187,554	After 180 days from the date of this prospectus, the 180-day lock-up is released and these share are saleable under Rule 701.
7,505,332	After 180 days from the date of this prospectus, restricted securities that are held for less than one year and are not yet saleable under Rule 144.

Credit Suisse First Boston Corporation may, in its sole discretion and at any time without notice, release some or all of the securities subject to the lock-up agreements prior to the expiration of the 180-day lock-up period, although we are not aware of any current intention for them to do so.

RULE 144

In general, under Rule 144 as currently in effect, beginning 90 days after the date of this prospectus, a person who has beneficially owned shares of our common stock for at least one year would be entitled to sell within any three-month period a number of shares that does not exceed the greater of 1% of the number of shares of our common stock then outstanding, or the average weekly trading volume of the common stock on The Nasdaq National Market during the four calendar weeks preceding the filing with the Securities and Exchange Commission of a notice on Form 144 with respect to the proposed sale. Sales under Rule 144 are also subject to manner-of-sale provisions and notice requirements and to the availability of current public information about us.

RULE 144(k)

Under Rule 144(k), a person who has not been one of our affiliates at any time during the 90 days preceding a proposed disposition of the subject securities and who has beneficially owned the shares proposed to be sold for at least two years is entitled to sell those shares without complying with the manner-of-sale, public information, volume limitation or notice provisions of Rule 144. However, because substantially all shares that we have issued are subject to lock-up agreements, they will become eligible for re-sale only when the 180-day lock-up agreements expire. As a result, they may be sold 90 days after the offering only if the holder obtains our prior written consent.

RULE 701

Any of our employees, officers, directors or consultants who purchased his or her shares under a written compensatory plan or contract may be entitled to sell those shares in reliance on Rule 701. Rule 701 permits our affiliates to sell their Rule 701 shares under Rule 144 without complying with the holding period requirements of Rule 144. Rule 701 further provides that non-affiliates may sell these shares in reliance on Rule 144 without having to comply with the holding period, public information, volume limitation or notice provisions of Rule 144. Under this rule, all holders of Rule 701 shares are required to wait until 90 days after the date of this prospectus before selling those shares. However, because substantially all shares that we have issued under Rule 701 are subject to lock-up agreements, they will become eligible for sale only when the 180-day lock-up agreements expire. As a result, they may be sold 90 days after the offering only if the holder obtains our prior written consent.

REGISTRATION RIGHTS

Following this offering, under specified circumstances and subject to customary conditions, holders of approximately 45,338,954 shares of our common stock, including approximately 10,542,090 shares that may be acquired upon the exercise of warrants to purchase our common stock, will have registration rights with respect to their shares of common stock. These registration rights require us to register their shares of common stock under the Securities Act, and permit these holders to participate in any future registrations of our securities. If the holders of these registrable securities request that we register their shares, and if the registration is declared effective, these shares will become freely tradable without restriction under the Securities Act. Any sales of securities by these stockholders could have a material adverse effect on the trading price of our common stock. See "Description of Securities -- Registration Rights."

IMPORTANT UNITED STATES TAX CONSEQUENCES
TO NON-U.S. HOLDERS OF OUR COMMON STOCK

This section is a general discussion of important United States federal income and estate tax consequences of the ownership and disposition of our common stock by a non-U.S. holder. You are a "non-U.S. holder" if you are, for United States federal income tax purposes:

- a nonresident alien individual;
- a foreign corporation;
- a foreign partnership; or
- an estate or trust that in either case is not subject to United States federal income tax on a net income basis on income or gain from our common stock.

We do not, however, discuss all aspects of United States federal taxation that may be important to a particular non-U.S. holder in light of specific facts and circumstances relevant to that non-U.S. holder. For example, this section does not describe special tax rules that could apply to a non-U.S. holder who was previously a U.S. resident or citizen. This section also does not address the treatment of a non-U.S. holder under the laws of any state, local or foreign taxing jurisdiction. This section is based on the tax laws of the United States, including the Internal Revenue Code of 1986, as amended, or the Code, existing and proposed regulations, and administrative and judicial interpretations, all as currently in effect. These laws are subject to change, possibly on a retroactive basis.

YOU ARE URGED TO CONSULT A TAX ADVISOR REGARDING THE UNITED STATES FEDERAL TAX CONSEQUENCES OF ACQUIRING, HOLDING AND DISPOSING OF OUR COMMON STOCK IN YOUR PARTICULAR CIRCUMSTANCES, AS WELL AS ANY TAX CONSEQUENCES THAT MAY ARISE UNDER THE LAWS OF ANY STATE, LOCAL, FOREIGN OR OTHER TAXING JURISDICTION.

DIVIDENDS

Except as described below, if you are a non-U.S. holder of our common stock, dividends paid, if any, to you are subject to withholding of United States federal income tax at a 30% rate or at a lower rate if you are eligible for the benefits of an income tax treaty that provides for a lower rate. Under currently effective United States Treasury regulations, for purposes of determining if dividends are subject to the 30% withholding tax, dividends paid to an address in a foreign country are presumed to be paid to a resident of that country, unless the person making the payment has knowledge to the contrary. Under current interpretations of United States Treasury regulations, this presumption also applies for purposes of determining whether a lower withholding rate applies under an income tax treaty.

Under United States Treasury regulations that will generally apply to dividends paid after December 31, 2000, you must satisfy certification requirements in order to claim the benefit of a lower treaty rate. In addition, if you are a partner in a foreign partnership, you, as well as the foreign partnership, must satisfy the certification requirements and the partnership must provide certain information. A look-through rule will apply in the case of tiered partnerships.

If you are eligible for a reduced rate of United States withholding tax under a tax treaty, you may obtain a refund of any amounts withheld in excess of that tax by filing a refund claim with the United States Internal Revenue Service, or the IRS.

If the dividends are "effectively connected" with your conduct of a trade or business within the United States, and, if required by a tax treaty, the dividends are attributable to a permanent establishment that you maintain in the United States, then the dividends generally are not subject to withholding tax. Instead, "effectively connected" dividends are taxed at rates applicable to United States citizens, resident aliens and domestic United States corporations.

If you are a corporate non-U.S. holder, "effectively connected" dividends that you receive may be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if you are eligible for the benefits of an income tax treaty that provides for a lower rate.

GAIN ON DISPOSITION OF COMMON STOCK

If you are a non-U.S. holder, you generally will not be subject to United States federal income tax on gain that you recognize on a disposition of our common stock unless:

- the gain is "effectively connected" with your conduct of a trade or business in the United States, and the gain is attributable to a permanent establishment that you maintain in the United States, if that is required by an applicable income tax treaty as a condition for subjecting you to United States taxation on a net income basis;
- you are an individual, you hold the common stock as a capital asset, you are present in the United States for 183 or more days of the taxable year of the sale or other disposition and certain other conditions exist; or
- we are or have been a United States real property holding corporation for federal income tax purposes and you held, directly or indirectly, at any time during the five-year period ending on the date of disposition more than 5% of our common stock and you are not eligible for any treaty exemption.

If you are an individual non-U.S. holder described in the first bullet point above, you will be subject to tax on the net gain derived from the sale under regular graduated United States federal income tax rates, if you are an individual non-U.S. holder described in the second bullet point above, you will be subject to a flat 30% tax on the gain derived from the sale, which may be offset by United States source capital losses (even though you are not considered a resident of the United States). If you are a non-U.S. holder that is a foreign corporation and you are described in the first bullet point above, "effectively connected" gains that you recognize may also, in some circumstances, be subject to an additional "branch profits tax" at a 30% rate or at a lower rate if you are eligible for the benefits of an income tax treaty that provides for a lower rate.

We have not been, are not and do not anticipate becoming a United States real property holding corporation for United States federal income tax purposes.

Special rules may apply to certain non-U.S. holders, such as "controlled foreign corporations," "passive foreign investment companies," "foreign personal holding companies" and corporations that accumulate earnings to avoid United States federal income tax, that are subject to special treatment under the Code. These entities should consult their own tax advisors to determine the United States federal, state, local and other tax consequences that may be relevant to them.

FEDERAL ESTATE TAXES

Common stock held by an individual who is a non-U.S. holder at the time of death will be included in the holder's gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

INFORMATION REPORTING AND BACKUP WITHHOLDING

We must report annually to the IRS and to each non-U.S. holder the amount of dividends paid to each holder and the tax withheld with respect to the dividends, regardless of whether withholding was required. Copies of the information returns reporting dividends and withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable tax treaty.

Under currently applicable law, if you are a non-U.S. holder, dividends paid to you at an address outside the United States generally will not be subject to backup withholding tax. Beginning with payments made after December 31, 2000, a non-U.S. holder will be entitled to such exemption only if the non-U.S. holder provides a Form W-8BEN or otherwise meets documentary evidence requirements for establishing that it is a non-U.S. holder, or otherwise establishes an exemption.

The gross proceeds from the disposition of our common stock may be subject to information reporting and backup withholding tax at a rate of 31%. If you sell your common stock outside of the United States through a non-U.S. office of a non-U.S. broker, and the sales proceeds are paid to you outside the United States, then United States backup withholding and information reporting requirements generally will not apply to that payment. However, United States information reporting, but not backup withholding, will apply to a payment of sales proceeds, even if that payment is made outside the United States, if you sell your common stock through a non-U.S. office of a broker that:

- is a United States person;
- derives 50% or more of its gross income in specific periods from the conduct of a trade or business in the United States;
- is a "controlled foreign corporation" as to the United States; or
- with respect to payments made after December 31, 2000 is a foreign partnership, if at any time during its tax year:
 - one or more of its partners are U.S. persons, as defined in United States Treasury regulations, who in the aggregate hold more than 50% of the income or capital interests in the partnership; or
 - at any time during its tax year, the foreign partnership is engaged in a United States trade or business

unless the broker has documentary evidence in its files that you are a non-U.S. person or you otherwise establish an exemption.

If you receive payments of the proceeds of a sale of common stock to or through a United States office of a broker, the payment is subject to both United States backup withholding and information reporting unless you certify, under penalty of perjury, that you are a non-U.S. person or you otherwise establish an exemption.

You generally may obtain a refund of any amounts withheld under the backup withholding rules that exceed your income tax liability by filing a refund claim with the IRS.

UNDERWRITING

Under the terms and subject to the conditions contained in an underwriting agreement dated _____, 2000, we have agreed to sell to the underwriters named below, for whom Credit Suisse First Boston Corporation, U.S. Bancorp Piper Jaffray Inc. and Banc of America Securities LLC are acting as representatives, the following respective numbers of shares of common stock:

UNDERWRITER -----	NUMBER OF SHARES -----
Credit Suisse First Boston Corporation.....	
U.S. Bancorp Piper Jaffray Inc.....	
Banc of America Securities LLC.....	
Total.....	----- 7,000,000 =====

The underwriting agreement provides that the underwriters are obligated to purchase all the shares of common stock in the offering, if any are purchased, other than those shares covered by the over-allotment option described below. The underwriting agreement also provides that, if an underwriter defaults, the purchase commitments of non-defaulting underwriters may be increased or the offering may be terminated.

We have granted to the underwriters a 30-day option to purchase on a pro rata basis up to 1,050,000 additional shares from us at the initial public offering price less the underwriting discounts and commissions. The option may be exercised only to cover any over-allotments of common stock.

The underwriters propose to offer the shares of common stock initially at the public offering price on the cover page of this prospectus and to selling group members at that price less a selling concession of \$ _____ per share. The underwriters and the selling group members may allow a discount of \$ _____ per share on sales to other broker/dealers. After the initial public offering, the public offering price and concession and discount to broker/dealers may be changed by the representatives.

The following table summarizes the compensation and estimated expenses we will pay.

	PER SHARE -----		TOTAL -----	
	WITHOUT OVER-ALLOTMENT -----	WITH OVER-ALLOTMENT -----	WITHOUT OVER-ALLOTMENT -----	WITH OVER-ALLOTMENT -----
Underwriting Discounts and Commissions paid by us.....	\$	\$	\$	\$
Expenses payable by us.....	\$	\$	\$	\$

The representatives have informed us that the underwriters do not expect discretionary sales to exceed 5% of the shares of common stock being offered.

We have agreed that we will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or file with the Securities and Exchange Commission a registration statement under the Securities Act relating to, any shares of our common stock or any securities convertible into or exchangeable or exercisable for any shares of our common stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, without the prior written consent of Credit Suisse First Boston Corporation for a period of 180 days after the date of this prospectus, except issuances pursuant to the exercise of employee stock options outstanding on the date hereof.

Our officers and directors and the holders of all but 18,750 shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock have agreed that they will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any shares of our common stock or securities convertible into or exchangeable or exercisable for any shares of our common stock, enter into a transaction which would have the same effect, or enter into any swap, hedge or other arrangement that transfers, in whole or in part, any of the economic consequences of ownership of our common stock, whether any of these transactions are to be settled by delivery of our common stock or other securities, in cash or otherwise, or publicly disclose the intention to make any such offer, sale, pledge

or disposition, or to enter into any of these types of transactions, swap, hedge or other arrangement, without, in each case, the prior written consent of Credit Suisse First Boston Corporation for a period of 180 days after the date of this prospectus.

The underwriters have reserved for sale, at the initial public offering price, up to _____ shares of the common stock for employees, directors and other persons associated with us who have expressed an interest in purchasing common stock in the offering. The number of shares available for sale to the general public in the offering will be reduced to the extent these persons purchase the reserved shares. Any reserved shares not so purchased will be offered by the underwriters to the general public on the same terms as the other shares.

We have agreed to indemnify the underwriters against liabilities under the Securities Act, or contribute to payments which the underwriters may be required to make in that respect.

Subject to notice of issuance, our common stock has been approved for listing on the Nasdaq Stock Market's National Market under the symbol "NVTL".

Prior to this offering, there has been no public market for our common stock. The initial public offering price will be determined by negotiation between us and the underwriters. The principal factors to be considered in determining the public offering price include the following:

- the information included in this prospectus and otherwise available to the representatives;
- market conditions for initial public offerings;
- the history and the prospects for the industry in which we compete;
- the ability of our management;
- the prospects for our future earnings;
- the present state of our business development and our current financial condition;
- the general condition of the securities markets at the time of this offering; and
- the recent market prices of, and the demand for, publicly traded common stock of generally comparable companies.

We cannot be sure that the initial public offering price will correspond to the price at which the common stock will trade in the public market following this offering or that an active trading market for the common stock will develop and continue after this offering.

U.S. Bancorp Piper Jaffray Inc. and its affiliates have provided financial services to us in the past for which they received customary compensation.

Prior to this offering, U.S. Bancorp Piper Jaffray Inc. participated in our private placement as placement agent in which it received warrants to purchase our common stock as compensation and its affiliates purchased our Series C preferred stock and warrants to purchase our common stock. In addition, U.S. Bancorp Piper Jaffray's affiliates purchased Series D preferred stock and warrants to purchase our common stock. U.S. Bancorp Piper Jaffray and its affiliates currently hold 6,453 shares of common stock, 55,755 shares of our Series C preferred stock, 28,689 shares of our Series D preferred stock and warrants to purchase 187,842 shares of our common stock. U.S. Bancorp Piper Jaffray and its affiliates are in compliance with section 2710 of the National Association of Securities Dealers Rules of Conduct regarding underwriter compensation.

In connection with the offering the underwriters may engage in stabilizing transactions, over-allotment transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Securities Exchange Act of 1934.

- Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.

- Over-allotment involves sales by the underwriters of shares in excess of the number of shares the underwriters are obligated to purchase, which creates a syndicate short position. The short position may be either a covered short position or a naked short position. In a covered short position, the number of shares over-allotted by the underwriters is not greater than the number of shares that they may purchase in the over-allotment option. In a naked short position, the number of shares involved is greater than the number of shares in the over-allotment option. The underwriters may close out any short position by either exercising their over-allotment option and/or purchasing shares in the open market.
- Syndicate covering transactions involve purchases of the common stock in the open market after the distribution has been completed in order to cover syndicate short positions. In determining the source of shares to close out the short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option. If the underwriters sell more shares than could be covered by the over-allotment option -- a naked short position -- that position can only be closed out by buying shares in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the shares in the open market after pricing that could adversely affect investors who purchase in the offering.
- Penalty bids permit the representatives to reclaim a selling concession from a syndicate member when the common stock originally sold by the syndicate member is purchased in a stabilizing or syndicate covering transaction to cover syndicate short positions.

These stabilizing transactions, syndicate covering transactions and penalty bids may have the effect of raising or maintaining the market price of the common stock or preventing or retarding a decline in the market price of the common stock. As a result the price of the common stock may be higher than the price that might otherwise exist in the open market. These transactions may be effected on The Nasdaq National Market or otherwise and, if commenced, may be discontinued at any time.

A prospectus in electronic format may be made available on the web sites maintained by one or more of the underwriters participating in this offering. The representatives may agree to allocate a number of shares to underwriters for sale to their online brokerage account holders. Internet distributions will be allocated by the underwriters that will make internet distributions on the same basis as other allocations.

NOTICE TO CANADIAN RESIDENTS

RESALE RESTRICTIONS

The distribution of the common stock in Canada is being made only on a private placement basis exempt from the requirement that we prepare and file a prospectus with the securities regulatory authorities in each province where trades of the common stock are made. Any resale of the common stock in Canada must be made under applicable securities laws which will vary depending on the relevant jurisdiction, and which may require resales to be made under available statutory exemptions or under a discretionary exemption granted by the applicable Canadian securities regulatory authority. Purchasers are advised to seek legal advice prior to any resale of the common stock.

REPRESENTATIONS OF PURCHASERS

By purchasing common stock in Canada and accepting a purchase confirmation, a purchaser is representing to us and the dealer from whom the purchase confirmation is received that:

- the purchaser is entitled under applicable provincial securities laws to purchase such common stock without the benefit of a prospectus qualified under those securities laws,
- where required by law, the purchaser is purchasing as a principal and not as an agent, and
- the purchaser has reviewed the text above under "Resale Restrictions."

RIGHTS OF ACTION (ONTARIO PURCHASERS)

The securities being offered are those of a foreign issuer and Ontario purchasers will not receive the contractual right of action prescribed by Ontario securities law. As a result, Ontario purchasers must rely on other remedies that may be available, including common law rights of action for damages or rescission or rights of action under the civil liability provisions of the U.S. federal securities laws.

ENFORCEMENT OF LEGAL RIGHTS

All the issuer's directors and officers as well as the experts we name herein may be located outside Canada and, as a result, it may not be possible for Canadian purchasers to effect service of process within Canada upon the issuer or such persons. All or a substantial portion of the assets of the issuer and such persons may be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against the issuer or such persons in Canada or to enforce a judgment obtained in Canadian courts against such issuer or persons outside of Canada.

NOTICE TO BRITISH COLUMBIA RESIDENTS

A purchaser of common stock to whom the Securities Act (British Columbia) applies is advised that such purchaser is required to file with the British Columbia Securities Commission a report within ten days of the sale of any common stock acquired by the purchaser pursuant to this offering. The report must be in the form attached to British Columbia Securities Commission Blanket Order BOR #95/17, a copy of which may be obtained from us. Only one report must be filed for common stock acquired on the same date and under the same prospectus exemption.

TAXATION AND ELIGIBILITY FOR INVESTMENT

Canadian purchasers of common stock should consult their own legal and tax advisors with respect to the tax consequences in their particular circumstances of an investment in our common stock and about the eligibility of our common stock for investment by the purchaser under relevant Canadian legislation.

LEGAL MATTERS

The validity of the common stock offered hereby will be passed upon for us by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California. Orrick, Herrington & Sutcliffe LLP owns a total of 17,391 shares of our preferred stock and warrants to purchase 3,477 shares of our common stock. Individuals who are partners of Orrick, Herrington & Sutcliffe LLP own 7,044 shares of our preferred stock and warrants to purchase 1,386 shares of our common stock. Certain legal matters in connection with this offering will be passed upon for the underwriters by Latham & Watkins, Los Angeles, California.

EXPERTS

The consolidated balance sheets as of December 31, 1999 and 1998, and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 1999 included in the prospectus and elsewhere in the registration statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their report with respect thereto, and are included herein in reliance upon the authority of such firm as experts in accounting and auditing in giving said report.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1 under the Securities Act with respect to the common stock offered by this prospectus. This prospectus does not contain all the information set forth in the registration statement and its exhibits and schedules. For further information about us and our common stock, we refer you to the registration statement and to its exhibits and schedules. Statements made in this prospectus concerning the contents of any document referred to in this prospectus are not necessarily complete. With respect to each such document filed as an exhibit to the registration statement, we refer you to the exhibit for a more complete description of the matter involved. Each statement in this prospectus relating to a contract or document filed as an exhibit to the registration statement is qualified in all respects by the filed exhibit. You may read or obtain a copy of the registration statement with exhibits at the SEC's public reference room located at 450 Fifth Street, N.W., Washington, DC 20549. You may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. The SEC maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC. The address of the site is <http://www.sec.gov>.

As a result of the offering, the information and reporting requirements of the Securities Exchange Act of 1934, as amended, will apply to us. We will fulfill our obligations with respect to those requirements by filing periodic reports and other information with the SEC. We intend to furnish our stockholders with annual reports containing consolidated financial statements certified by an independent public accounting firm.

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REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To Novatel Wireless, Inc.:

We have audited the accompanying consolidated balance sheets of Novatel Wireless, Inc. (a Delaware corporation) and Subsidiaries as of December 31, 1999 and 1998, and the related consolidated statements of operations, stockholders' equity (deficit) and cash flows for each of the three years in the period ended December 31, 1999. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Novatel Wireless, Inc. and Subsidiaries as of December 31, 1999 and 1998, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1999, in conformity with accounting principles generally accepted in the United States.

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. Schedule II -- Valuation and Qualifying Accounts is presented for purposes of complying with the Securities and Exchange Commission's rules and is not part of the basic financial statements. This schedule has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly states in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

/s/ ARTHUR ANDERSEN LLP

San Diego, California
September 13, 2000

NOVATEL WIRELESS, INC.
CONSOLIDATED BALANCE SHEETS

	DECEMBER 31,		SEPTEMBER 30,	PRO FORMA STOCKHOLDERS' EQUITY SEPTEMBER 30, 2000
	1998	1999	2000	
			(UNAUDITED)	(UNAUDITED)
ASSETS				
Current assets:				
Cash and cash equivalents.....	\$ 3,497,000	\$ 25,455,000	\$ 13,893,000	
Short-term investments.....	296,000	--	--	
Accounts receivable, net of reserve of \$44,000 (1998), \$181,000 (1999), and \$293,000 (2000).....	607,000	1,345,000	12,091,000	
Inventories.....	656,000	4,706,000	8,927,000	
Due from contract manufacturers.....	--	4,732,000	2,627,000	
Prepaid expenses and other.....	224,000	480,000	3,301,000	
Total current assets.....	5,280,000	36,718,000	40,839,000	
Property and equipment, net.....	904,000	1,346,000	5,264,000	
Intangible asset.....	--	--	1,735,000	
Other assets.....	--	54,000	223,000	
	\$ 6,184,000	\$ 38,118,000	\$ 48,061,000	
	=====	=====	=====	
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)				
Current liabilities:				
Accounts payable.....	\$ 1,169,000	\$ 11,560,000	\$ 14,884,000	
Accrued expenses.....	728,000	1,174,000	3,003,000	
Deferred revenues.....	--	8,134,000	2,878,000	
Current portion of capital lease obligations.....	--	81,000	71,000	
Total current liabilities.....	1,897,000	20,949,000	20,836,000	
Capital lease obligations, net of current portion.....	--	106,000	289,000	
Convertible and redeemable minority interest.....	4,100,000	4,386,000	--	
Convertible and redeemable preferred stock, 13,044,414 (1998), 24,067,245 (1999), 28,463,481 (2000), and 0 (Pro Forma) shares issued and outstanding, at liquidation value, net of unamortized offering costs of \$127,000 (1998), \$2,875,000 (1999) and \$2,438,000 (2000).....	14,812,000	43,805,000	51,492,000	
Commitments and contingencies				
Stockholders' equity (deficit):				
Preferred stock, par value \$.001, 7,800,000 shares authorized, 0 (1998 and 1999) and 5,892,150 (2000) and 0 (Pro Forma) issued and outstanding.....	--	--	6,000	--
Common stock, par value \$.001, 79,500,000 shares authorized, 9,711,630 (1998), 9,752,880 (1999), 10,314,840 (2000) and 44,670,471 (Pro Forma) shares issued and outstanding.....	10,000	10,000	10,000	\$ 45,000
Additional paid-in capital.....	775,000	4,784,000	68,136,000	119,599,000
Deferred stock compensation.....	(161,000)	(800,000)	(24,013,000)	(24,013,000)
Accumulated deficit.....	(15,249,000)	(35,122,000)	(68,695,000)	(68,695,000)
Total stockholders' equity (deficit).....	(14,625,000)	(31,128,000)	(24,556,000)	\$ 26,936,000
	\$ 6,184,000	\$ 38,118,000	\$ 48,061,000	
	=====	=====	=====	

See accompanying notes to consolidated financial statements.

NOVATEL WIRELESS, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1997	1998	1999	1999	2000
				(UNAUDITED)	(UNAUDITED)
Revenue.....	\$ 3,354,000	\$ 5,378,000	\$ 9,556,000	\$ 5,514,000	\$ 33,408,000
Cost of revenue.....	1,856,000	3,433,000	11,955,000	5,751,000	34,970,000
Gross margin.....	1,498,000	1,945,000	(2,399,000)	(237,000)	(1,562,000)
Operating costs and expenses:					
Research and development.....	1,995,000	2,333,000	3,717,000	1,926,000	8,902,000
Sales and marketing.....	2,058,000	2,685,000	4,480,000	2,630,000	10,468,000
General and administrative.....	1,944,000	2,496,000	4,443,000	3,335,000	3,345,000
Amortization of deferred stock compensation(*).....	--	115,000	220,000	166,000	6,523,000
	5,997,000	7,629,000	12,860,000	8,057,000	29,238,000
Operating loss.....	(4,499,000)	(5,684,000)	(15,259,000)	(8,294,000)	(30,800,000)
Other income (expense):					
Interest income.....	23,000	178,000	47,000	33,000	554,000
Interest expense.....	--	--	(3,267,000)	(1,268,000)	(30,000)
Other, net.....	--	--	10,000	(1,000)	6,000
Net loss.....	\$(4,476,000)	\$(5,506,000)	\$(18,469,000)	\$ (9,530,000)	\$(30,270,000)
Per share data (Note 14):					
Net loss applicable to common stockholders...	\$(4,979,000)	\$(6,657,000)	\$(19,873,000)	\$(10,580,000)	\$(33,573,000)
Weighted average shares used in computation of basic and diluted net loss per common share.....	9,711,630	9,711,630	9,728,421	9,723,737	10,138,695
Basic and diluted net loss per common share.....	\$ (0.51)	\$ (0.69)	\$ (2.04)	\$ (1.09)	\$ (3.31)
Shares used in computation of pro forma basic and diluted net loss per share.....			27,199,269	27,164,387	44,494,326
Pro forma basic and diluted net loss per share.....			\$ (0.73)	\$ (0.39)	\$ (0.75)
(*) Amortization of deferred stock compensation:					
Cost of revenue.....	\$ --	\$ --	\$ --	\$ --	\$ 46,000
Research and development.....	--	--	--	--	121,000
Sales and Marketing.....	--	--	--	--	118,000
General and Administrative.....	--	115,000	220,000	166,000	6,238,000
	\$ --	\$ 115,000	\$ 220,000	\$ 166,000	\$ 6,523,000

See accompanying notes to consolidated financial statements.

NOVATEL WIRELESS, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

	PREFERRED STOCK		COMMON STOCK		ADDITIONAL PAID-IN CAPITAL	ACCUMULATED DEFICIT	DEFERRED COMPENSATION
	SHARES	AMOUNT	SHARES	AMOUNT			
Balance, January 1, 1997.....	--	--	9,711,630	\$10,000	\$ 499,000	\$ (3,613,000)	\$ --
Accretion of dividends on minority interest in NWT.....	--	--	--	--	--	(189,000)	--
Accretion of dividends on convertible and redeemable preferred stock of NWI.....	--	--	--	--	--	(308,000)	--
Amortization of offering costs for convertible and redeemable preferred stock.....	--	--	--	--	--	(6,000)	--
Net loss.....	--	--	--	--	--	(4,476,000)	--
Balance, December 31, 1997.....	--	--	9,711,630	10,000	499,000	(8,592,000)	--
Deferred compensation for stock options issued.....	--	--	--	--	276,000	--	(276,000)
Amortization of deferred compensation...	--	--	--	--	--	--	115,000
Accretion of dividends on minority interest in NWT.....	--	--	--	--	--	(273,000)	--
Accretion of dividends on convertible and redeemable preferred stock of NWI.....	--	--	--	--	--	(859,000)	--
Amortization of offering costs for convertible and redeemable preferred stock.....	--	--	--	--	--	(19,000)	--
Net loss.....	--	--	--	--	--	(5,506,000)	--
Balance, December 31, 1998.....	--	--	9,711,630	10,000	775,000	(15,249,000)	(161,000)
Additional paid-in capital from stock options exercised.....	--	--	41,250	--	30,000	--	--
Deferred compensation for stock options issued.....	--	--	--	--	859,000	--	(859,000)
Amortization of deferred compensation...	--	--	--	--	--	--	220,000
Accretion of dividends on minority interest in NWT.....	--	--	--	--	--	(286,000)	--
Accretion of dividends on convertible and redeemable preferred stock of NWI.....	--	--	--	--	--	(1,096,000)	--
Amortization of offering costs for convertible and redeemable preferred stock.....	--	--	--	--	--	(22,000)	--
Imputed value of warrants issued with convertible subordinated debentures...	--	--	--	--	3,120,000	--	--
Net loss.....	--	--	--	--	--	(18,469,000)	--
Balance, December 31, 1999.....	--	--	9,752,880	10,000	4,784,000	(35,122,000)	(800,000)
Issuance of convertible preferred stock.....	5,892,150	6,000	--	--	33,333,000	--	--
Additional paid-in capital from stock options and warrants exercised (unaudited).....	--	--	561,960	--	283,000	--	--
Deferred compensation for stock options issued (unaudited).....	--	--	--	--	29,736,000	--	(29,736,000)
Amortization of deferred compensation (unaudited).....	--	--	--	--	--	--	6,523,000
Accretion of dividends on minority interest in NWT (unaudited).....	--	--	--	--	--	(197,000)	--
Accretion of dividends on convertible and redeemable preferred stock of NWI (unaudited).....	--	--	--	--	--	(2,669,000)	--
Amortization of offering costs for convertible and redeemable preferred stock (unaudited).....	--	--	--	--	--	(437,000)	--
Net loss (unaudited).....	--	--	--	--	--	(30,270,000)	--
Balance, September 30, 2000 (unaudited).....	5,892,150	\$6,000	10,314,840	\$10,000	\$68,136,000	\$(68,695,000)	\$(24,013,000)

TOTAL
STOCKHOLDERS'
EQUITY (DEFICIT)

Balance, January 1, 1997.....	\$ (3,104,000)
Accretion of dividends on minority interest in NWT.....	(189,000)
Accretion of dividends on convertible and redeemable preferred stock of NWI.....	(308,000)
Amortization of offering costs for convertible and redeemable preferred stock.....	(6,000)
Net loss.....	(4,476,000)

Balance, December 31, 1997.....	(8,083,000)
Deferred compensation for stock options issued.....	--
Amortization of deferred compensation...	115,000
Accretion of dividends on minority interest in NWT.....	(273,000)
Accretion of dividends on convertible and redeemable preferred stock of NWI.....	(859,000)
Amortization of offering costs for convertible and redeemable preferred stock.....	(19,000)
Net loss.....	(5,506,000)

Balance, December 31, 1998.....	(14,625,000)
Additional paid-in capital from stock options exercised.....	30,000
Deferred compensation for stock options issued.....	--
Amortization of deferred compensation...	220,000
Accretion of dividends on minority interest in NWT.....	(286,000)
Accretion of dividends on convertible and redeemable preferred stock of NWI.....	(1,096,000)
Amortization of offering costs for convertible and redeemable preferred stock.....	(22,000)
Imputed value of warrants issued with convertible subordinated debentures...	3,120,000
Net loss.....	(18,469,000)

Balance, December 31, 1999.....	(31,128,000)
Issuance of convertible preferred stock.....	33,339,000
Additional paid-in capital from stock options and warrants exercised (unaudited).....	283,000
Deferred compensation for stock options issued (unaudited).....	--
Amortization of deferred compensation (unaudited).....	6,523,000
Accretion of dividends on minority interest in NWT (unaudited).....	(197,000)
Accretion of dividends on convertible and redeemable preferred stock of NWI (unaudited).....	(2,669,000)
Amortization of offering costs for convertible and redeemable preferred stock (unaudited).....	(437,000)
Net loss (unaudited).....	(30,270,000)

Balance, September 30, 2000 (unaudited).....	\$(24,556,000)
	=====

See accompanying notes to consolidated financial statements.

NOVATEL WIRELESS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1997	1998	1999	1999	2000
				(UNAUDITED)	(UNAUDITED)
Operating activities:					
Net loss.....	\$(4,476,000)	\$(5,506,000)	\$(18,469,000)	\$(9,530,000)	\$(30,270,000)
Adjustments to reconcile net loss to net cash used in operating activities:					
Depreciation and amortization.....	462,000	442,000	672,000	503,000	1,046,000
Provision for bad debt.....	--	--	137,000	--	116,000
Compensation for stock options issued below fair value.....	--	115,000	220,000	166,000	6,523,000
Compensation for warrants issued in connection with convertible subordinated debentures.....	--	--	3,120,000	--	--
Changes in assets and liabilities:					
Accounts receivable.....	(56,000)	(214,000)	(875,000)	(1,778,000)	(10,861,000)
Due from contract manufacturers.....	--	--	(4,732,000)	--	2,105,000
Inventories.....	22,000	(226,000)	(4,050,000)	(5,749,000)	(4,222,000)
Prepaid expenses and other.....	(86,000)	(127,000)	(256,000)	(187,000)	(2,821,000)
Other assets.....	--	--	(54,000)	--	(169,000)
Accounts payable.....	544,000	332,000	10,391,000	7,388,000	3,323,000
Accrued expenses.....	78,000	156,000	576,000	65,000	1,700,000
Deferred revenues.....	--	--	8,134,000	3,358,000	(5,127,000)
Net cash used in operating activities.....	(3,512,000)	(5,028,000)	(5,186,000)	(5,764,000)	(38,657,000)
Investing activities:					
Purchases of property and equipment.....	(521,000)	(313,000)	(880,000)	(663,000)	(4,966,000)
Purchase of intangibles.....	--	--	--	--	--
Net change in short-term investments.....	(260,000)	(36,000)	296,000	296,000	(1,735,000)
Net cash (used in) provided by investing activities.....	(781,000)	(349,000)	(584,000)	(367,000)	(6,701,000)
Financing activities:					
Borrowings on promissory notes.....	500,000	--	--	--	--
Payments on promissory notes.....	(1,000,000)	(500,000)	--	--	--
Issuance of convertible and redeemable preferred stock.....	4,128,000	7,197,000	24,625,000	--	--
Issuance of convertible and redeemable minority interest shares.....	1,070,000	510,000	--	--	--
Issuance of convertible preferred stock.....	--	--	--	--	33,339,000
Proceeds from exercise of stock options.....	--	--	30,000	21,000	283,000
Proceeds from issuance of convertible subordinated debentures.....	--	--	3,120,000	3,120,000	--
Proceeds (payments) under capital lease obligation.....	--	--	(47,000)	--	174,000
Net cash provided by financing activities...	4,698,000	7,207,000	27,728,000	3,141,000	33,796,000
Net increase (decrease) in cash and cash equivalents.....	405,000	1,830,000	21,958,000	(2,990,000)	(11,562,000)
Cash and cash equivalents, beginning of period.....	1,262,000	1,667,000	3,497,000	3,497,000	25,455,000
Cash and cash equivalents, end of period.....	\$ 1,667,000	\$ 3,497,000	\$ 25,455,000	\$ 507,000	\$ 13,893,000
Supplemental disclosures of non-cash investing and financing activities:					
Conversion of convertible subordinated debentures and related accrued interest into Series C convertible and redeemable preferred stock.....	\$ --	\$ --	\$ 3,250,000	\$ --	\$ --
Accretion of dividends on minority interest.....	189,000	273,000	286,000	215,000	197,000
Accretion of dividends on convertible and redeemable preferred stock.....	308,000	859,000	1,096,000	820,000	2,669,000
Amortization of offering costs for convertible and redeemable preferred stock.....	6,000	19,000	22,000	15,000	437,000
Deferred compensation for stock options issued....	--	276,000	859,000	--	29,736,000
Property and equipment acquired under capital lease obligations.....	--	--	234,000	--	--
Supplemental disclosures of cash flows information:					
Cash paid during the period for:					
Interest.....	\$ --	\$ --	\$ 7,000	\$ 4,000	\$ 30,000
Income taxes.....	1,000	1,000	1,000	1,000	1,000

See accompanying notes to consolidated financial statements.

NOVATEL WIRELESS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 1998 AND 1999
AND SEPTEMBER 30, 2000 (UNAUDITED)

1. THE COMPANY

Novatel Wireless, Inc., a Delaware corporation ("NWI," the "Company," or "we") is headquartered in San Diego, California. We are a provider of wireless data communications access solutions. We provide wireless data modems and enabling software for use with handheld computing devices and portable personal computers. We also provide wireless data modems that can be integrated into other devices for vertical OEM applications. Our products enable professionals and consumers to access enterprise networks and the Internet.

Prior to being established as an independent operating entity in April of 1996, the Company was formerly the Personal Communications Product Division of NovAtel Communications, a Canadian telecommunications company. The Company's subsidiaries include wholly owned Novatel Wireless Solutions, Inc., incorporated in Delaware, and fifty-percent owned Novatel Wireless Technologies Ltd. ("NWT"), incorporated in Alberta, Canada.

2. RISKS AND UNCERTAINTIES

Company Operations

The Company is subject to a number of risks and uncertainties associated with companies at a similar stage of maturity, has only a limited operating history and the revenue and income potential of the Company's business and market are unproven. Further, the market for wireless Internet products and services is relatively new and rapidly evolving both technologically and competitively.

The Company has experienced net losses in each year since its inception and had an accumulated deficit of \$35.1 million at December 31, 1999 and \$68.7 million (unaudited) at September 30, 2000. The Company incurred net losses of \$4.5 million, \$5.5 million, \$18.5 million, \$9.5 million (unaudited) and \$30.3 million (unaudited) and negative cash flows from operations of \$3.5 million, \$5.0 million, \$5.2 million, \$5.8 million (unaudited) and \$38.7 million (unaudited) for the years ended December 31, 1997, 1998 and 1999 and the nine months ended September 30, 1999 and 2000, respectively. The Company expects to continue to incur net losses for at least the next several quarters. While the Company is unable to predict accurately its future operating expenses, the Company currently expects these expenses to increase substantially, as it, among other things, expands its selling and marketing activities, increases its research and development efforts to upgrade its existing services and develop new services and technologies, upgrades its operational and financial systems, procedures and controls, and hires and trains additional personnel.

The Company will need to significantly increase its revenues to achieve and maintain profitability. If we fail to significantly increase our revenues, the Company will continue to experience losses indefinitely and, accordingly, the Company may be required to obtain additional financing in the future. Management believes that the Company's cash reserves including net proceeds from the Series D financing (see Note 3) will be sufficient to fund operations for at least the next twelve months.

Initial Public Offering

In April 2000, the Company's Board of Directors authorized management to file a registration statement with the Securities and Exchange Commission to permit the Company to offer shares of common stock to the public. In April 2000, the Company's Board of Directors authorized an increase in the capitalization of the Company to 350,000,000 shares of common stock, par value \$.001 per share, and up to 15,000,000 shares of undesignated preferred stock, par value \$.001 per share, upon the effective date of the Company's public offering. If the offering is consummated under terms presently anticipated, all

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 DECEMBER 31, 1998 AND 1999
 AND SEPTEMBER 30, 2000 (UNAUDITED)

outstanding shares of convertible and redeemable preferred stock outstanding at September 30, 2000 will convert into 34,355,631 shares of common stock. Unaudited pro forma stockholders' equity reflects the assumed conversion of the convertible preferred stock and minority interest shares outstanding at September 30, 2000 into common stock.

In August 2000, the Company's Board of Directors approved a 3 for 1 stock split. The effects of this stock split have been retroactively reflected for all periods presented.

3. RECENT FINANCINGS AND EQUITY ACTIVITY

Series D

In June and July of 2000, the Company issued 5,892,150 shares of Series D preferred stock to accredited investors in a private offering. Net proceeds from the financing amounted to approximately \$33.6 million, or \$5.75 per share, after offering costs of approximately \$541,000. We also issued warrants to purchase a total of 1,178,400 shares of NWI common stock at an exercise price of \$5.75 expiring June 30, 2005.

The Company amended its Certificate of Incorporation to authorize 7,800,000 shares of Series D Convertible Preferred Stock, par value \$0.001.

In September 2000, the holders of the NWT Series A and B convertible and redeemable preferred shares exercised their right to exchange all of their shares into Series A and B convertible and redeemable preferred shares of NWI. (See Note 7)

Series D -- October 2000 (Unaudited)

In October 2000, the Company issued 434,782 shares of Series D preferred stock to a qualified institutional buyer in a private offering. Net proceeds from the financing amounted to approximately \$2.5 million, or \$5.75 per share. The per share price represents a discount of \$5.25 compared to the fair value on the date of issuance. Concurrently, the Company entered into a product purchase and licensing agreement with the same investor.

The Company will record the sale of the preferred stock measured at fair value pursuant to the guidance in SFAS No. 123. The discount of approximately \$2.3 million will be recorded in accordance with the terms of the product purchase and licensing agreement.

Line of Credit Commitment

In July 2000, the Company entered into a commitment for credit facility with a bank, which will allow the Company to borrow up to the lesser of \$10 million or 80% of eligible accounts receivable. This credit facility will bear interest at prime plus 1%, will be collateralized by substantially all assets of the Company and will expire in June 2001.

4. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The consolidated financial statements include the accounts of Novatel Wireless, Inc., its wholly owned subsidiary Novatel Wireless Solutions, Inc. and its 50% owned subsidiary NWT, which is consolidated because NWI has financial and managerial control over NWT and has the ability to unilaterally obtain a majority share ownership position and voting control. The other shareholder in NWT is a passive investor with no operational influence, no veto voting rights and no obligation to fund NWT's operations.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 1998 AND 1999
AND SEPTEMBER 30, 2000 (UNAUDITED)

The remaining 50% ownership of NWT is reflected in the accompanying balance sheets as convertible and redeemable minority interest. Refer to Note 7 for further discussion of the minority interest. All significant intercompany transactions and balances have been eliminated in consolidation. Certain reclassifications have been made to amounts included in the prior years' financial statements to conform to the presentation for the year ended December 31, 1999.

Unaudited Interim Results

The accompanying balance sheet as of September 30, 2000, the statements of operations and cash flows for the nine months ended September 30, 1999 and September 30, 2000 and the statement of stockholders' equity (deficit) for the nine months ended September 30, 2000 are unaudited. The unaudited interim financial statements have been prepared on the same basis as the annual financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary to present fairly the Company's financial position and its results of operations and its cash flows for the nine months ended September 30, 1999 and September 30, 2000. The financial data and other information disclosed in these notes to financial statements related to these periods are also unaudited. The results for the nine months ended September 30, 2000 are not necessarily indicative of the results to be expected for the year ending December 31, 2000.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions. These estimates and assumptions affect the reported amounts of assets, liabilities, revenues, expenses and disclosures of contingent assets and liabilities. Actual results could differ from these estimates.

Revenue Recognition

Our revenue has been generated from the sale of wireless modems to wireless telecommunications operators, wireless data content and service providers, resellers and OEM customers. We also generate revenue from product activation services we provide prior to shipping; through September 30, 2000, such revenue has not been significant. Revenue from product sales and services, which includes product activation, is recognized upon the latter of transfer of title or upon shipment of the product to the customer or upon rendering product activation services, if applicable. Revenues from long-term supply contracts are recognized as products are shipped to customers over the period of the contract. We record deferred revenue for cash payments received from customers in advance of product shipments. We grant price protection provisions to certain customers and we track pricing and other terms offered to customers buying similar products to assess compliance with these provisions. To date, the Company has not incurred material price protection expenses. We establish reserves for estimated product returns and warranty allowances in the period in which revenue is recognized. Reserves for product returns were \$0, \$0, and \$167,000 at December 31, 1998, 1999 and September 30, 2000, respectively.

During 1997 and 1998 we generated revenues of \$1.4 million and \$650,000, respectively, under a contract research and development and license agreement. Revenues on this agreement were recognized under the contractual terms, which in 1997 included customer acceptance of our design and a license to use our technology and in 1998 included successful manufacturing of the product by the customer. Cost of revenues incurred under the agreement totaled approximately \$720,000 and \$294,000 in 1997 and 1998, respectively.

In December 1999, the Securities and Exchange Commission ("SEC") issued Staff Accounting Bulletin ("SAB") No. 101, "Revenue Recognition in Financial Statements." SAB No. 101 summarizes

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 1998 AND 1999
AND SEPTEMBER 30, 2000 (UNAUDITED)

the SEC's views in applying generally accepted accounting principles to revenue recognition in financial statements. SAB No. 101 is effective during the fourth quarter of fiscal 2000. Management has reviewed and adopted the provisions of SAB No. 101 which did not have a material impact on the Company's financial position or results of operations.

Research and Development Costs

Research and development costs are expensed as incurred. To date, we have not incurred significant software development costs that would be capitalized in accordance with Statement of Financial Accounting Standards ("SFAS") No. 86, "Accounting for the Costs of Computer Software to Be Sold, Leased or Otherwise Marketed."

Warranty Costs

We accrue warranty costs based on our best estimates, with reference to our past experience.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with original maturities of three months or less. Cash and cash equivalents consist of money market and mutual funds and are carried at market, which approximates cost.

Short-Term Investments

From time to time, the Company invests its excess cash in U.S. government securities and debt instruments of financial institutions and corporations with strong credit ratings. The Company has established guidelines to diversify its short-term investments and their maturities to manage safety and liquidity. These guidelines are periodically reviewed and modified to take advantage of trends in yields and interest rates. The Company has not experienced any significant losses on its short-term investments.

Inventories

Inventories are stated at the lower of cost (first-in, first-out method) or market. The Company provides reserves against inventories which it believes to be excess or obsolete to state such inventories at realizable value.

Due from Contract Manufacturers

Due from contract manufacturers represents amounts due from the Company's outsourced product manufacturers from the sale of materials inventories by the Company to the manufacturers. These sales represented a transfer of assets and were not recognized as revenues in the accompanying consolidated statements of operations.

Property and Equipment

Property and equipment are stated at cost and depreciated primarily using the straight-line method. Test equipment, computer equipment and software, furniture and fixtures and product tooling are depreciated over lives between one and five years and leasehold improvements are depreciated over the shorter of the related lease period or useful life.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 1998 AND 1999
AND SEPTEMBER 30, 2000 (UNAUDITED)

Intangible Asset

Intangible asset consists of a non-exclusive and perpetual worldwide software product license. The Company capitalized the cost to acquire the license and will amortize the cost on a straight-line basis over the estimated useful life of the asset which is 5 years.

Long-Lived Assets

The Company continually evaluates the carrying value of the unamortized balances of its long-lived assets to determine whether any impairment of these assets has occurred or whether any revision to the related amortization periods should be made. This evaluation is based on management's projections of the undiscounted future cash flows associated with each asset. If management's evaluation were to indicate that the carrying values of these assets were impaired, such impairment would be recognized by a write down of the applicable asset to its estimated fair value and expensed through operations.

Income Taxes

The Company accounts for income taxes in accordance with SFAS No. 109, "Accounting for Income Taxes," which requires the use of the liability method of accounting for deferred income taxes. Under this method, deferred income taxes are recorded to reflect the tax consequences on future years of temporary differences between the tax bases of assets and liabilities and their financial reporting amounts at each period end. If it is more likely than not that some portion or all of a deferred tax asset will not be realized, a valuation allowance is recognized.

Stock-Based Compensation

As permitted by SFAS No. 123, "Accounting for Stock-Based Compensation," the Company accounts for costs of stock-based employee compensation in accordance with Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees." Accordingly, the Company discloses the pro forma effect on net loss and related per share amounts as if the fair-value method prescribed by SFAS No. 123 had been used to account for its stock-based employee compensation. The Company accounts for equity instruments issued to non-employees in accordance with the provisions of SFAS No. 123 and related interpretations.

Computation of Net Loss Per Share

SFAS No. 128, "Earnings Per Share," requires companies to compute basic and diluted per share data for all periods for which a statement of operations is presented. Basic net loss per share is computed by dividing the net loss applicable to common stockholders by the weighted average number of common shares that were outstanding during the period. Diluted earnings per share is computed by giving effect to all potentially dilutive securities that were outstanding for the periods presented. Potentially dilutive securities consisting of options, warrants, convertible and redeemable minority interest and convertible and redeemable preferred stock were not considered in the calculation of diluted earnings per share as their impact would be antidilutive. For the periods presented, there is no difference between the basic and diluted net loss per share.

Pro forma net loss per share (unaudited) is computed by dividing net loss applicable to common stockholders by the weighted average number of common shares outstanding and the weighted average number of shares of convertible and redeemable preferred stock, including the minority interest shares, outstanding as if such shares were converted to common stock at the time of issuance.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 1998 AND 1999
AND SEPTEMBER 30, 2000 (UNAUDITED)

Foreign Currency Translation

Monetary balance sheet accounts of the Company's Canadian subsidiary are translated from Canadian dollars into U.S. dollars at the exchange rate in effect at the balance sheet date, non-monetary balance sheet accounts are translated at historical rates and revenue and expense accounts are translated using an average exchange rate during the period of recognition. The functional currency of the Canadian subsidiary is the U.S. dollar, thus translation gains and losses are reflected in operations. Exchange gains and losses arising from transactions denominated in foreign currencies are recorded using the actual exchange differences on the date of the transaction and are reflected in operations.

Fair Value of Financial Instruments

The carrying amounts of the Company's financial instruments, primarily including cash, accounts receivable, accounts payable and accrued expenses approximate their fair value due to their short term nature. The Company performs credit evaluations of key customers and management believes it is not exposed to significant credit risk on its accounts receivable in excess of established reserves.

Comprehensive Income

SFAS No. 130, "Comprehensive Income," requires that all items recognized under accounting standards as components of comprehensive income be reported with the same prominence as other financial statements. The Company has no items requiring separate display of comprehensive income.

Segment Information

SFAS No. 131, "Disclosures About Segments of an Enterprise and Related Information," requires public companies to report financial and descriptive information about their reportable operating segments. The Company identifies its operating segments based on how management internally evaluates separate financial information, business activities and management responsibility. The Company believes it operates in a single business segment consisting of the development, manufacture and sale of wireless Internet products.

Recent Accounting Pronouncements

In 1998, the Financial Accounting Standards Board, ("FASB"), issued SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" and in June 1999 issued SFAS No. 137, "Accounting for Derivatives and Hedging Activities -- Deferral of the Effective Date of FASB Statement No. 133." Under SFAS No. 133, derivatives not meeting hedge criteria are recorded in the balance sheet as either an asset or liability measured at fair value and changes in fair value are recognized currently in earnings. The Company will be required to implement SFAS No. 133, as amended by SFAS No. 137, in fiscal 2001. The Company does not anticipate that the implementation of SFAS No. 133, as amended by SFAS No. 137, will have a material impact on its financial position or results of operations.

5. FINANCIAL STATEMENT DETAILS

Due from Contract Manufacturers

Due from contract manufacturers represents amounts due from the Company's third party product manufacturers from the transfer of materials inventories by the Company to the manufacturers. These transfers of assets were not recognized as revenues in the accompanying consolidated statements of operations. At December 31, 1999, the inventory amount transferred to the contract manufacturers was

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 DECEMBER 31, 1998 AND 1999
 AND SEPTEMBER 30, 2000 (UNAUDITED)

\$4.7 million. Subsequent to year-end, we received \$4.5 million of this receivable from our contract manufacturers.

Inventories

Inventories consist of the following:

	DECEMBER 31,		SEPTEMBER 30,
	1998	1999	2000
			(UNAUDITED)
Finished goods.....	\$656,000	\$3,377,000	\$ 3,412,000
Raw materials and components.....	--	1,942,000	6,420,000
	656,000	5,319,000	9,832,000
Less -- reserve for estimated excess and obsolescence.....	--	(613,000)	(905,000)
	\$656,000	\$4,706,000	\$ 8,927,000
	=====	=====	=====

Property and Equipment

Property and equipment consists of the following:

	DECEMBER 31,		SEPTEMBER 30,
	1998	1999	2000
			(UNAUDITED)
Test equipment.....	\$ 449,000	\$ 650,000	\$ 2,571,000
Computer equipment and purchased software.....	1,013,000	1,550,000	3,530,000
Furniture and fixtures.....	291,000	396,000	804,000
Product tooling.....	235,000	491,000	768,000
Leasehold improvements.....	--	15,000	378,000
	\$ 1,988,000	3,102,000	8,051,000
Less -- accumulated depreciation and amortization.....	(1,084,000)	(1,756,000)	(2,787,000)
	\$ 904,000	\$ 1,346,000	\$ 5,264,000
	=====	=====	=====

Depreciation expense was \$462,000, \$442,000, \$672,000, \$503,000 (unaudited) and \$1,046,000 (unaudited) for the years ended December 31, 1997, 1998, 1999 and the nine months ended September 30, 1999 and 2000, respectively. At December 31, 1999, assets held under capital leases had a net book value of \$190,000, net of accumulated amortization of \$31,000.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
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Accrued Expenses

Accrued expenses consist of the following:

	DECEMBER 31,		SEPTEMBER 30, 2000
	1998	1999	
			(UNAUDITED)
Sales taxes.....	\$ 5,000	\$ 346,000	\$ 166,000
Payroll and related.....	80,000	430,000	1,235,000
Product warranty.....	244,000	236,000	874,000
Royalties.....	176,000	62,000	59,000
Other.....	223,000	100,000	669,000
	\$728,000	\$1,174,000	\$3,003,000
	=====	=====	=====

6. LINE OF CREDIT

The Company has a line of credit agreement with a bank that allows the Company to borrow the lesser of \$2.5 million, or 80%, of eligible accounts receivable balances plus 40% of raw materials and finished goods inventories, as defined in the agreement. The line of credit bears interest at prime rate plus 0.5% (9.0% at December 31, 1999), is collateralized by substantially all assets of the Company and expires during September 2000. In connection with this line of credit, 71,430 NWI warrants were granted to purchase shares of Series C convertible and redeemable preferred stock. As of December 31, 1999 and September 30, 2000 (unaudited), there were no borrowings outstanding under the line of credit. However, the Company was in violation of certain covenants defined in the line of credit agreement. The Company has obtained a waiver from the bank related to such covenant violations through September 30, 2000. (See Note 3)

7. CONVERTIBLE AND REDEEMABLE MINORITY INTEREST

Minority interest consists of 3,755,394 Series A convertible and redeemable preferred shares (Series A shares) and 640,842 Series B (Series B shares) convertible and redeemable preferred shares of NWT at December 31, 1998 and 1999.

In 1996, we issued 2,812,500 Series A shares to accredited investors in a private offering. Proceeds from the financing were approximately \$1,997,000, or \$0.71 per share.

In 1997, we issued 942,894 Series A shares to accredited investors in a private offering. Proceeds from the financing were approximately \$669,000, or \$0.71 per share. Additionally, we issued 281,688 Series B shares to accredited investors in a private offering. Proceeds from the financing were approximately \$400,000, or \$1.42 per share. In connection with this offering, we also caused our subsidiary, NWT, to issue warrants to purchase a total of 105,633 shares of NWT common stock at an exercise price of \$1.42 on or prior to December 31, 2002.

In 1998, we issued 359,154 Series B shares to accredited investors in a private offering. Proceeds from the financing were approximately \$510,000, or \$1.42 per share. We also caused our subsidiary, NWT, to issue warrants to purchase a total of 134,682 shares of NWT common stock at an exercise price of \$1.42 on or prior to April 24, 2003.

The NWT Series A shares are exchangeable at the option of the holder, on a 1:1 basis to NWI Series A preferred shares without the payment of any additional consideration any time after issuance but before August 21, 2002. The NWT Series B shares are exchangeable, at the option of the holder, on a 1:1

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basis to NWI Series B preferred shares without the payment of any additional consideration any time after issuance but before December 23, 2003. In the event that NWI becomes listed on a public exchange, the Company has the right to require holders of the Series A and Series B shares to exchange all such shares into NWI Series A and NWI Series B shares. In the event that NWT becomes listed on a public exchange, merges or consolidates with or into another company or sells all or substantially all of its assets, these Series A and Series B shares would be automatically converted into NWT common shares, provided certain minimum proceeds requirements are met. Further, automatic conversion into NWT common shares for each Series would occur provided two-thirds of the preferred stockholders of that Series voted to convert.

NWT's preferred stockholders may elect, after August 21, 2000 for Series A preferred shares and after December 23, 2001 for Series B preferred shares, to have NWT redeem the shares provided that funds are legally available. After August 21, 2002 for Series A preferred shares and after December 23, 2003 for Series B preferred shares, NWT must redeem all of the outstanding preferred shares provided that funds are legally available. If funds legally available are not sufficient to redeem the total number of shares submitted for redemption, or those subject to mandatory redemption, those shares not redeemed will carry a dividend rate of 12%.

Each of NWT's preferred stockholders are entitled to receive, from funds legally available, a cumulative annual dividend of 8% per annum based on their respective purchase price upon any liquidation, dissolution or winding up of the affairs of NWT, redemption, or when declared by the Board of Directors provided that, upon optional or automatic conversion of the preferred shares, all accrued and unpaid dividends are forfeited. Dividends on these shares of \$189,000, \$273,000, \$286,000, \$215,000 (unaudited) and \$197,000 (unaudited) for the years ended December 31, 1997, 1998 and 1999 and for the nine months ended September 30, 1999 and 2000, respectively, have been accrued and recorded in the accompanying consolidated financial statements.

In September 2000, the NWT Series A & Series B Holders exchanged their NWT Series A and Series B shares on a 1:1 basis into NWI Series A preferred and Series B preferred shares.

8. CONVERTIBLE AND REDEEMABLE PREFERRED STOCK

The Company has three classes of convertible and redeemable preferred stock as follows.

	DECEMBER 31,		SEPTEMBER 30, 2000
	1998	1999	
	-----	-----	-----
			(UNAUDITED)
Convertible and redeemable preferred stock, Series A, par value \$.001, 16,500,000 shares authorized, 6,791,571 (1998 and 1999) and 10,546,965 (2000) shares issued and outstanding.....	\$ 5,472,000	\$ 5,870,000	\$ 9,661,000
Convertible and redeemable preferred stock, Series B, par value \$.001, 7,500,000 shares authorized (485,241 are non-voting), 6,252,843 (1998 and 1999) and 6,893,685 (2000) shares issued and outstanding.....	9,340,000	10,060,000	11,707,000
Convertible and redeemable preferred stock, Series C, par value \$.001, 16,500,000 shares authorized, 11,022,831 shares issued and outstanding.....	--	27,875,000	30,124,000
	-----	-----	-----
	\$14,812,000	\$43,805,000	\$51,492,000
	=====	=====	=====

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
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In 1996, the Company issued 3,089,565 shares of Series A convertible and redeemable preferred stock (Series A) to accredited investors in a private offering. Proceeds from the financing were approximately \$2,194,000, or \$0.71 per share.

In 1997, the Company issued 3,702,006 shares of Series A preferred stock to accredited investors in a private offering. Proceeds from the financing were approximately \$2,628,000, or \$0.71 per share and related offering costs were approximately \$83,000. Additionally, we issued 1,126,761 shares of Series B convertible and redeemable preferred stock (Series B) to accredited investors in a private offering. Proceeds from the financing were approximately \$1,600,000, or \$1.42 per share and related offering costs were approximately \$17,000. We also issued warrants to purchase a total of 422,535 shares of NWI common stock at an exercise price of \$1.42 on or prior to December 31, 2002.

In 1998, the Company issued 5,126,082 shares of Series B preferred stock to accredited investors in a private offering. Proceeds from the financing were approximately \$7,279,000, or \$1.42 per share and related offering costs were approximately \$82,000. We also issued warrants to purchase a total of 1,922,280 shares of NWI common stock at an exercise price of \$1.42 on or prior to December 31, 2004.

In December 1999, the Company issued 11,022,831 shares of Series C convertible and redeemable preferred stock (Series C) to accredited investors in a private offering at a price of \$2.78 per share. Proceeds from the financing were approximately \$27,875,000, including conversion of subordinated debentures of \$3,120,000 and related accrued interest of \$130,000 after deducting offering costs and underwriters' commissions of approximately \$2,768,000.

Subject to adjustment under certain circumstances, the Series A, Series B, and Series C shares are convertible to NWI common shares on a 1:1 basis without the payment of additional consideration at the option of the holder at any time after issuance but before August 21, 2002 for Series A, before December 23, 2001 for Series B, and before June 30, 2001 for Series C. Automatic conversion occurs if:

- a. NWI becomes listed on a public exchange with minimum net proceeds of \$10 million and the offering price is not less than \$1.42 per share for Series A, \$2.50 per share for Series B, and \$4.87 per share for Series C.
- b. NWI sells all or substantially all of its assets, merges or consolidates into or with another corporation provided the portion of proceeds distributable are not less than \$1.42 per share for Series A, \$2.50 per share for Series B, and \$4.87 per share for Series C.
- c. Two-thirds of each Series of the preferred stockholders vote to convert.

Holders of the Series A, Series B and Series C shares may elect, after January 1, 2005 to have the Company redeem the shares, provided that funds are legally available. After January 1, 2005, the Company must redeem all of the outstanding preferred shares, provided that funds are legally available. If funds legally available are not sufficient to redeem the total number of shares submitted for redemption, or those subject to mandatory redemption, those shares not redeemed will carry a dividend rate of 12%.

The holders of the Series A, Series B and Series C shares are entitled to receive, from funds legally available, a cumulative annual dividend of 8% of the purchase price upon any liquidation, dissolution or winding up of the affairs of the Company, upon redemption, or when declared by the Board of Directors, provided that upon optional or automatic conversion of the preferred shares all accrued and unpaid dividends shall be forfeited. Dividends on these shares of \$308,000, \$859,000, \$1,096,000, \$820,000 (unaudited) and \$2,669,000 (unaudited) for the years ended December 31, 1997, 1998 and 1999, and the nine months ended September 30, 1999 and 2000, respectively, have been accrued and recorded in the accompanying consolidated financial statements.

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9. STOCKHOLDERS' EQUITY

During fiscal 1999, the Company amended its Certificate of Incorporation to change its authorized share capital. As a result, the Company is authorized to issue 79,500,000 shares of common stock, par value \$.001; 16,500,000 shares of Series A convertible and redeemable preferred stock, par value \$.001; 7,500,000 shares of Series B convertible and redeemable preferred stock (of which 485,241 are non-voting), par value \$.001; and 16,500,000 shares of Series C convertible and redeemable preferred stock, par value \$.001. With the exception of 56,364 outstanding shares of Series B convertible and redeemable preferred stock, all outstanding shares carry voting rights (see Note 3).

Convertible Subordinated Debentures

On June 24, 1999 and July 15, 1999, the Company issued convertible subordinated debentures to accredited investors in the total principal amount of \$3,120,000 bearing interest at the rate of 8% per annum. The Company also issued warrants to purchase a total of 3,930,006 common shares of NWI and 750,000 common shares of NWT at an exercise price of \$0.67 per share. Of these warrants, 4,650,621 expire on June 24, 2004 and 29,385 expire on July 15, 2004. Immediately upon the closing of the Series C preferred stock financing, the principal amount under convertible subordinated debentures and accrued interest of approximately \$130,000 thereon converted into shares of Series C preferred stock at \$2.78 per share.

Warrants

Since inception, NWI and NWT have issued warrants to purchase shares of NWI and NWT stock to various investors and lenders as approved by the Board of Directors.

A summary of warrant activity is as follows:

	DECEMBER 31,					
	1997		1998		1999	
	NUMBER OF SHARES	WEIGHTED AVERAGE EXERCISE PRICE	NUMBER OF SHARES	WEIGHTED AVERAGE EXERCISE PRICE	NUMBER OF SHARES	WEIGHTED AVERAGE EXERCISE PRICE
NWI WARRANTS						
Outstanding, beginning of year.....	--	--	422,535	\$1.42	2,344,815	\$1.42
Granted.....	422,535	\$1.42	1,922,280	\$1.42	6,150,075	\$1.61
Outstanding, end of year.....	422,535	\$1.42	2,344,815	\$1.42	8,494,890	\$1.56
NWT WARRANTS						
Outstanding, beginning of year.....	--	--	105,633	\$1.42	240,315	\$1.42
Granted.....	105,633	\$1.42	134,682	\$1.42	750,000	\$0.67
Outstanding, end of year.....	105,633	\$1.42	240,315	\$1.42	990,315	\$0.85

In connection with Series C financing in 1999 (see Note 8), the Company issued warrants to buy 2,148,639 common shares of the Company. These warrants may be exercised at \$3.33 per share (for 2,119,071 warrants) and \$2.78 per share (for 29,568 warrants) at any time up to December 31, 2004. The Company estimated the fair market value of these warrants at the date of issuance was nominal and, accordingly, no value has been assigned to them.

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In connection with the convertible subordinated debenture transaction, the Company issued warrants to buy 3,930,006 common shares of NWI and 750,000 common shares of NWT. These warrants may be exercised at \$0.67 per share. The Company estimated that the fair value of the warrants at the date of issuance was approximately \$4.3 million as the exercise price per common share was less than deemed fair value per common share. Accordingly, the Company allocated the gross debenture proceeds of \$3,120,000 toward the value of these warrants. This also resulted in non-cash interest expense totaling \$3,120,000 in fiscal 1999 to accrete the debt discount (resulting from the allocation of proceeds to the warrant) from the time of debenture issuance to conversion to Series C.

In connection with line of credit financing (see Note 6), the Company issued warrants to buy 71,430 Series C convertible and redeemable preferred shares of the Company. These warrants may be exercised at \$2.10 per share at any time up to expiration at December 31, 2004. The Company believes the fair value of these warrants at the date of issuance was nominal and, accordingly, no value has been assigned to them.

In connection with the Series B financing in 1997 and 1998 (see Note 8), NWI issued warrants to buy 422,535 and 1,922,280 common shares of NWI, respectively, and NWT issued warrants to buy 105,633 and 134,682 common shares of NWT, respectively. These warrants may be exercised at \$1.42 per share at any time up to December 31, 2002 (for 528,168 of the warrants) and April 24, 2003 (for 2,056,962 of the warrants). The Company believes the fair market value of these warrants at the date of issuance was nominal and, accordingly, no value has been assigned to them.

Stock Option Plans

The Company's June 1997 stock option plan (the "1997 Plan") for employees authorizes the granting of options for up to 12,000,000 shares of the Company's common stock as of December 31, 1999. Generally, options are to be granted at prices equal to at least 100% of the fair value of the stock at the date of grant, expire not later than ten years from the date of grant and become exercisable ratably over a four-year period following the date of grant. From time to time, as approved by the Company's Board of Directors, options with differing terms have also been granted. The Plan provides that any shares issued come from the Company's authorized but unissued or reacquired common stock.

In July 2000 the Company's Board of Directors approved the 2000 Stock Incentive Plan (the "2000 Plan"). The Company will implement the 2000 Plan upon the effective date of an initial public offering (see Note 2). Options granted under the 2000 Plan generally vest on the same terms as the 1997 Plan and are exercisable for a period of ten years.

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A summary of stock option activity is as follows:

	OPTIONS OUTSTANDING	OPTIONS AVAILABLE FOR GRANT	WEIGHTED AVERAGE EXERCISE PRICE PER SHARE
	-----	-----	-----
Options authorized at inception (June 2, 1997).....	--	1,800,000	--
Granted.....	1,521,000	(1,521,000)	\$0.72
Cancelled.....	(115,500)	115,500	\$0.71
New authorized options.....	--	588,150	--
	-----	-----	-----
Options outstanding, December 31, 1997.....	1,405,500	982,650	\$0.72
New authorized options.....	--	1,500,000	--
Granted.....	2,337,000	(2,337,000)	\$0.84
Cancelled.....	(322,500)	322,500	\$0.76
	-----	-----	-----
Options outstanding, December 31, 1998.....	3,420,000	468,150	\$0.80
New authorized options.....	--	2,111,850	--
Granted.....	852,000	(852,000)	\$0.95
Exercised.....	(41,250)	--	\$0.71
Cancelled.....	(198,750)	198,750	\$0.78
	-----	-----	-----
Options outstanding, December 31, 1999.....	4,032,000	1,926,750	\$0.83
New authorized options.....	--	6,000,000	--
Granted (unaudited).....	7,836,744	(7,836,744)	\$5.78
Exercised (unaudited).....	(446,898)	--	\$2.57
Cancelled (unaudited).....	(1,004,626)	1,004,626	\$1.08
	-----	-----	-----
Options outstanding, September 30, 2000 (unaudited).....	10,417,220	1,094,632	\$4.55
	=====	=====	=====
Exercisable, December 31, 1997.....	5,001		\$0.71
	=====		=====
Exercisable, December 31, 1998.....	328,752		\$0.65
	=====		=====
Exercisable, December 31, 1999.....	1,327,752		\$0.66
	=====		=====
Exercisable, September 30, 2000 (unaudited).....	2,010,281		\$2.11
	=====		=====

Additional information relating to stock options outstanding and exercisable at December 31, 1999, summarized by exercise price is as follows:

EXERCISE PRICE PER SHARE	OUTSTANDING WEIGHTED AVERAGE			EXERCISABLE WEIGHTED AVERAGE	
	SHARES	LIFE (YEARS)	EXERCISE PRICE	SHARES	EXERCISE PRICE
-----	-----	-----	-----	-----	-----
\$0.03	300,000	8.77	\$0.03	300,000	\$0.03
\$0.71	909,750	7.00	\$0.71	471,003	\$0.71
\$0.95	2,811,750	9.10	\$0.95	556,749	\$0.95
	-----			-----	
	4,021,500			1,327,752	
	=====			=====	

The Company amortizes employee stock based compensation over the vesting periods of the related options using the attribute method prescribed by FASB Interpretation No. 28 and SFAS No. 123. Under this method, each vested tranche of options is accounted for as a separate option grant awarded for services. Accordingly, the compensation expense is recognized over the period during which the services

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are provided. This method results in higher compensation expense in the earlier vesting periods of the related options.

In 1998, the Company granted 300,000 options to an employee at \$0.03 per share. On the grant date, the deemed fair value of a share of common stock was in excess of the exercise price. Accordingly, the Company has recognized gross deferred compensation of \$276,000, of which \$115,000 and \$161,000 were recognized in 1998 and 1999, respectively.

In 1999, the Company issued 852,000 options at \$0.95 per share to employees. On the grant dates the deemed fair value of a share of common stock was in excess of \$0.95 per share. Accordingly, the Company has recognized gross deferred compensation related to these grants of \$859,000 of which \$800,000 is unamortized as of December 31, 1999. This deferred charge will be amortized to expense over the four-year vesting period of these options.

Of the remaining 3,558,000 options granted through December 31, 1999, 1,521,000 and 2,037,000 were granted in 1997 and 1998, respectively. These options were granted at exercise prices which the Company believes approximated fair value at the date of grant.

In February 2000, the Company granted 375,000 additional stock options at \$1.67 per share. In connection with this grant, the Company has recorded \$295,000 (unaudited) of gross deferred stock compensation in the first quarter of fiscal 2000. The deferred compensation will be amortized over the four year vesting from the date of the grant.

In April and May 2000, the Company granted a total of 907,950 options to employees at an average price of \$3.33 per share. In connection with this grant, the Company has recorded \$169,000 (unaudited) of gross deferred stock compensation in the second quarter of fiscal 2000.

In July 2000, the Company granted 3,636,543 options to employees at an exercise price of \$5.00 per share. In connection with these grants, the Company has recorded \$21,819,000 (unaudited) of gross deferred stock compensation in the third quarter of fiscal 2000. Additionally, \$659,000 (unaudited) of gross deferred compensation expense related to 65,625 options was recorded for the extension of the vesting period related to a terminated employee. In July 2000, the Company appointed a new Chief Executive Officer, and granted this officer options to purchase 3,036,543 shares of common stock at an exercise price of \$5.00 per share. The option shares will vest and become exercisable as follows: 607,308 option shares are immediately exercisable; 379,569 option shares vest and become exercisable on July 24, 2001; 379,569 option shares vest and become exercisable on July 24, 2002; and 303,654 option shares vest and become exercisable on each July 24 of 2001, 2002, 2003 and 2004. In addition, 455,481 option shares shall vest and become exercisable on the earlier to occur of (1) our attaining certain milestones before December 31, 2000 or (2) with respect to 227,748 option shares, on July 24, 2003 and with respect to another 227,748 option shares, on July 24, 2004. The remaining 600,000 July option grants will vest over a four-year period, with 25% of the options vesting each year from the date of grant.

In August 2000, the Company granted 1,941,150 options to employees at an exercise price of \$7.50 per share. In connection with these grants, the Company has recorded \$6,794,000 (unaudited) of gross deferred stock compensation in the third quarter of fiscal 2000. The options will generally vest over a four-year period, with 25% of the options vesting each year from the date of grant.

In September 2000, the Company granted 664,400 options to employees at an exercise price of \$11.00. The Company believes these options were granted at fair value as of the date of the grant.

Amortization of this stock-based compensation was \$220,000 and \$6.5 million for the periods ended December 31, 1999 and September 30, 2000, respectively. The Company expects to amortize \$6.3 million

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in the fourth quarter of fiscal 2000, \$10.4 million in 2001, \$4.6 million in 2002, \$2.1 million in 2003 and \$600,000 in 2004, assuming no cancellations or additional stock option grants below deemed fair value.

As permitted, the Company has adopted the disclosure only provisions of SFAS No. 123. Accordingly, no compensation expense, except as specifically described above, has been recognized for the stock option plans. The fair value of these option grants were estimated on the date of grant using an option-pricing model with the following weighted-average assumptions: zero dividend yield; risk-free interest rates between 5.28% and 6.45%; and an expected life of five years. Had compensation expense been determined based on the fair value at the dates of grant for the years ended December 31, 1997, 1998, 1999 and for the nine months ended September 30, 1999 and 2000 consistent with the provisions of SFAS No. 123, the Company's net loss per share would have been reported as the pro forma amounts indicated below:

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1997	1998	1999	1999	2000
				(UNAUDITED)	(UNAUDITED)
Net loss applicable to common stockholders, as reported.....	\$(4,979,000)	\$(6,657,000)	\$(19,873,000)	\$(10,580,000)	\$(33,573,000)
Net loss applicable to common stockholders, pro forma....	\$(5,031,000)	\$(6,789,000)	\$(20,201,000)	\$(10,798,000)	\$(34,850,000)
Net loss per share, as reported.....	\$ (0.51)	\$ (0.69)	\$ (2.04)	\$ (1.09)	\$ (3.31)
Net loss per share, pro forma.....	\$ (0.52)	\$ (0.70)	\$ (2.08)	\$ (1.11)	\$ (3.44)

The option pricing model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. Option valuation models also require the input of highly subjective assumptions. Because the Company's employee stock-based compensations plans have characteristics significantly different from these of traded options and because changes in the subjective input assumptions can materially affect fair value estimates, the Company believes that existing option valuation models do not necessarily provide a reliable single measure of the fair value of awards from the plans.

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Common Shares Reserved for Future Issuance

The Company has reserved shares of common stock as follows:

	DECEMBER 31, 1999	SEPTEMBER 30, 2000
	-----	-----
		(UNAUDITED)
Stock options outstanding.....	4,032,000	10,417,220
Stock options available for future grant.....	1,926,750	5,594,632
Conversion of:		
Series A NWI convertible and redeemable preferred stock...	6,791,571	10,546,965
Series B NWI convertible and redeemable preferred stock...	6,252,843	6,893,685
Series C NWI convertible and redeemable preferred stock...	11,022,831	11,022,831
Series D NWI convertible preferred stock.....	--	5,892,150
Series A NWT convertible and redeemable preferred stock...	3,755,394	--
Series B NWT convertible and redeemable preferred stock...	640,842	--
Stock warrants -- NWI.....	8,494,890	10,548,543
Stock warrants -- NWT.....	990,315	--
	-----	-----
Total reserved shares for issuance of common stock.....	43,907,436	60,916,026
	=====	=====

In October 2000, the Company issued 434,782 shares of Series D preferred stock to a qualified institutional buyer in a private offering (Unaudited).

Employee Stock Purchase Plan

In July 2000, the Company's Board of Directors approved the 2000 Employee Stock Purchase Plan (ESPP), subject to stockholder approval. The Company will implement the ESPP upon the effective date of an initial public offering (see Note 2). The ESPP, subject to certain limitations, will permit eligible employees of the Company to purchase common stock through payroll deductions of up to 10% of their compensation. The Company has authorized the issuance of 1,500,000 shares of common stock under the ESPP, plus an automatic annual increase, to be added on the first day of the fiscal year beginning in 2001, equal to the lesser of (a) 0.5% of the outstanding shares on the last day of the prior fiscal year, (b) 270,000 shares, or (c) such lesser number of shares as may be determined by the Board in its sole discretion. If purchases of stock through the plan deplete this supply, we will limit, suspend or discontinue purchases under the plan until additional shares of stock are available.

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10. INCOME TAXES

The Company's deferred tax assets and liabilities consist of the following:

	DECEMBER 31,	
	1998	1999
Current deferred taxes:		
Accounts receivable reserve.....	\$ 18,000	\$ 327,000
Accrued expenses.....	125,000	393,000
Other.....	--	183,000
Deferred tax asset -- current.....	143,000	903,000
Valuation allowance.....	(143,000)	(903,000)
Net current deferred taxes.....	--	--
Long-term deferred taxes:		
Depreciation and amortization.....	879,000	1,095,000
Research and development costs.....	205,000	205,000
Net operating loss and credit carryforwards.....	3,802,000	8,462,000
Deferred tax asset -- noncurrent.....	4,886,000	9,762,000
Valuation allowance.....	(4,886,000)	(9,762,000)
Net long-term deferred taxes.....	--	--
Net deferred income taxes.....	\$ --	\$ --

Management has established a valuation allowance against its net deferred tax assets due to the uncertainty surrounding the realization of such assets. At December 31, 1999 the Company has U.S. federal net operating loss carryforwards of approximately \$13.6 million, which expire at various dates through 2020. The Company has California net operating loss carryforwards of approximately \$8.2 million, which expire at various dates through 2004. In addition, the Company has state operating loss carryforwards of approximately \$9.2 million, which expire at various dates through 2006. The Company's use of net operating loss carryforwards in future years will be substantially limited due to previous ownership changes as defined under Internal Revenue Code section 382.

The provision for income taxes reconciles to the amount computed by applying the statutory federal income tax rate to income before provision for income taxes as follows:

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30, 2000 (UNAUDITED)
	1997	1998	1999	
Federal tax provision, at statutory rate.....	\$(1,567,000)	\$(1,927,000)	\$(6,464,000)	\$ (9,614,000)
State tax, net of federal benefit...	(42,000)	(195,000)	(543,000)	(805,000)
Change in valuation allowance.....	1,602,000	2,069,000	5,636,000	10,307,000
Interest expense on convertible subordinated debentures.....	--	--	1,279,000	--
Other.....	7,000	53,000	92,000	112,000
	\$ --	\$ --	\$ --	\$ --

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 DECEMBER 31, 1998 AND 1999
 AND SEPTEMBER 30, 2000 (UNAUDITED)

11. COMMITMENTS AND CONTINGENCIES

Operating and Capital Leases

The Company leases its office space and certain equipment under non-cancelable operating and capital leases. Rental expense under operating leases in fiscal 1997, 1998 and 1999 was approximately \$327,000, \$370,000 and \$517,000, respectively. The minimum future lease payments under non-cancelable operating leases and future minimum capital lease payments as of December 31, 1999 are:

	OPERATING	CAPITAL
	-----	-----
2000.....	\$1,053,000	\$108,000
2001.....	1,104,000	76,000
2002.....	826,000	24,000
2003.....	742,000	19,000
2004.....	759,000	13,000
Thereafter.....	87,000	--
	-----	-----
Total minimum lease payments.....	\$4,571,000	240,000
	=====	
Less -- amount representing interest (at rates ranging from 9.9% to 20.1%).....		(53,000)

Present value of net minimum lease payments.....		187,000
Less -- current installments of obligations under capital leases.....		(81,000)

Obligations under capital leases, excluding current installments.....		\$106,000
		=====

Royalties

The Company is required to pay quarterly royalties for its products shipped with CDPD technology. The Company incurred royalty expenses of \$27,000, \$136,000 and \$353,000 in fiscal 1997, 1998 and 1999, respectively.

Employment Agreements

The Company has entered into an employment agreement with its President and Chief Operating Officer that provides for compensation in the event of termination of employment of 250,000 Canadian dollars (approximately \$168,000 at December 31, 1999) or 125,000 Canadian dollars (approximately \$84,000 at December 31, 1999) in the event of resignation within 30 days of a change in control of the Company, plus continuation of certain benefits and pro rata payment of incentive bonuses. The Company has also entered into an employment agreement with its Chief Executive Officer that provides for a lump sum payment equivalent to annual base salary and certain additional benefits upon termination without cause or upon a change in control of the Company. Employment agreements with certain other key employees provide for six months salary payment in the event of termination without cause.

Legal Matters

The Company is party to various legal matters and subject to claims in the ordinary course of business. In the opinion of management, such matters will not have a material adverse impact on the Company's financial position or results of operations.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 1998 AND 1999
AND SEPTEMBER 30, 2000 (UNAUDITED)

12. SEGMENT INFORMATION AND CONCENTRATIONS OF RISK AND RELATED PARTIES

Segment Information

The Company operates in the wireless data modem technology industry and all sales of the Company's products and services are made in this segment. Management makes decisions about allocating resources based on this one operating segment.

The Company has operations in the United States and Canada. The distribution of the Company's assets in the United States and Canada as of December 31, 1998, December 31, 1999, and September 30, 2000 are \$3.5 million and \$2.7 million, \$27.4 million and \$10.7 million, and \$39.0 and \$9.1 million, respectively.

Concentrations of Risk and Related Parties

Two customers accounted for 32% and 14%, respectively, of the revenues for the nine months ended September 30, 2000 (unaudited). Two customers accounted for 23% and 14%, respectively, of 1999 revenues. No customer accounts for more than 10% of 1998 revenues and one customer accounts for 19% of 1997 revenues. Substantially all of the Company's revenues come from wireless Internet products. Any decline in market acceptance of the Company's products may impair the Company's ability to operate effectively. On June 30, 2000, Aether Capital, LLC, purchased \$20 million of the Company's Series D preferred stock. Aether Capital, LLC is the investment arm of Aether Systems, Inc., which is the sole member of Aether Capital, LLC. David S. Oros, one of the Company's directors, who joined the Company's board in July 2000, serves as Chairman, Chief Executive Officer and President of Aether Systems, Inc. Mr. Oros is also a director of OmniSky Corporation, in which Aether Systems, Inc. is an investor. As a result of this capital transaction, OmniSky Corporation, a significant customer, became a related party. Sales to OmniSky amounted to \$10,818,000 and \$7,254,000 for the nine months and three months ended September 30, 2000, respectively (unaudited). Receivables from OmniSky Corporation amounted to \$4,377,000 as of September 30, 2000 (unaudited).

The Company currently outsources substantially all of its manufacturing operations to a single third party. This outsource manufacturer provides the Company with procurement, manufacturing, assembly, test, quality control and delivery services. Subsequent to December 31, 1999, the Company has entered into a manufacturing agreement with another vendor, but manufacturing activities have not begun with this new vendor. If there were disruptions to, or terminations of, the Company's outsourced manufacturing relationships, the Company's financial position and results of operations would be materially adversely effected.

13. RETIREMENT SAVINGS PLAN

The Company has a defined contribution 401(k) retirement savings plan (the "Plan"). Substantially all of the Company's U.S. employees are eligible to participate in the Plan after meeting certain minimum age and service requirements. Employees may make discretionary contributions to the Plan subject to Internal Revenue Service limitations. As of December 31, 1999, there are no provisions for employer contributions to the Plan. Participants are fully vested in all contributions to the Plan.

14. UNAUDITED PRO FORMA NET LOSS PER COMMON SHARE AND PRO FORMA STOCKHOLDERS' EQUITY (DEFICIT)

Upon the closing of the Company's initial public offering, all outstanding NWI Series A, B and C convertible and redeemable preferred stock and Series D convertible preferred stock as of September 30,

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (CONTINUED)
 DECEMBER 31, 1998 AND 1999
 AND SEPTEMBER 30, 2000 (UNAUDITED)

2000, will be converted into NWI common stock. The pro forma effect of this conversion has been presented as a separate column in the accompanying balance sheet.

Pro forma basic and diluted net loss per share have been computed to give effect to common equivalent shares from convertible and redeemable preferred stock and minority interest shares that will convert upon the closing of the Company's initial public offering (using the as-if-converted method) for the year ended December 31, 1999 and the nine months ended September 30, 1999 and 2000.

A reconciliation of the numerator and denominator used in the calculation of pro forma basic and diluted net loss per common share follows (in thousands, except per share data):

	YEAR ENDED DECEMBER 31,			NINE MONTHS ENDED SEPTEMBER 30,	
	1997	1998	1999	1999	2000
				(UNAUDITED)	(UNAUDITED)
Net loss.....	\$(4,476,000)	\$(5,506,000)	\$(18,469,000)	\$ (9,530,000)	\$(30,270,000)
Adjustments to net loss used in computing basic and diluted net loss applicable to common stockholders:					
Accretion of dividends on minority interest.....	(189,000)	(273,000)	(286,000)	(215,000)	(197,000)
Accretion of dividends on convertible and redeemable preferred stock.....	(308,000)	(859,000)	(1,096,000)	(820,000)	(2,669,000)
Amortization of offering costs for convertible and redeemable preferred stock.....	(6,000)	(19,000)	(22,000)	(15,000)	(437,000)
Net loss applicable to common stockholders.....	\$(4,979,000)	\$(6,657,000)	\$(19,873,000)	\$(10,580,000)	\$(33,573,000)
Denominator:					
Weighted average common shares outstanding.....			9,728,421	9,723,737	10,138,695
Adjustments to reflect assumed conversion of convertible and redeemable preferred stock from the date of issuance:					
Series A NWI.....			6,791,571	6,791,571	10,546,965
Series B NWI.....			6,252,843	6,252,843	6,893,685
Series C NWI.....			30,198	--	11,022,831
Series D NWI.....			--	--	5,892,150
Class A NWT.....			3,755,394	3,755,394	--
Class B NWT.....			640,842	640,842	--
Weighted average shares used in computing pro forma basic and diluted net loss per share.....			27,199,269	27,164,387	44,494,326

The inside back cover contains a diagram showing the relationship and architecture of our product line to the Internet through wireless networks.

[NOVATEL LOGO]

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth the costs and expenses, other than underwriting discounts and commissions, payable by us in connection with the sale of common stock being registered. All amounts are estimates except the SEC registration fee and the NASD filing fee and the Nasdaq National Market listing fee.

	AMOUNT TO BE PAID

SEC registration fee.....	\$ 27,720
NASD filing fee.....	11,000
Nasdaq National Market listing fee.....	95,000
Printing and engraving expenses.....	250,000
Legal fees and expenses.....	600,000
Accounting fees and expenses.....	500,000
Blue Sky qualification fees and expenses.....	25,000
Transfer Agent and Registrar fees.....	15,000
Miscellaneous fees and expenses.....	76,280

Total.....	\$1,600,000
	=====

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's board of directors to grant, indemnification to directors and officers in terms sufficiently broad to permit such indemnification under some circumstances for liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933, as amended (the Securities Act). Article XIV of our amended and restated certificate of incorporation (Exhibit 3.1 to this registration statement) and Article VI of our bylaws (Exhibit 3.2 to this registration statement) provide for indemnification of our directors, officers, employees and other agents to the maximum extent permitted by Delaware law. In addition, we have entered into Indemnification Agreements (Exhibit 10.6 to this registration statement) with our officers and directors. The underwriting agreement (Exhibit 1.1 to this registration statement) also provides for cross-indemnification among us and the underwriters with respect to certain matters, including matters arising under the Securities Act. Our amended and restated certificate of incorporation provides that subject to Delaware law, our directors will not be personally liable for monetary damages awarded as a result of a breach of their fiduciary duty owed to Novatel Wireless, Inc. and its stockholders. This provision does not eliminate our directors' fiduciary duty and in appropriate circumstances equitable remedies such as injunctive or other forms of non-monetary relief will remain available under Delaware law.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

During the past three years, we have issued and sold the following securities:

1. On June 30 and July 14, 2000, we issued and sold a total of 5,892,150 shares of our Series D preferred stock to accredited investors and on October 23, 2000, we issued and sold a total of 434,782 shares of our Series D preferred stock to a qualified institutional buyer at a purchase price of \$5.75 per share. We also issued and sold warrants to purchase a total of 1,178,400 shares of our common stock at an exercise price of \$5.75 per share. These warrants are exercisable upon the earliest to occur of June 30, 2001, the closing of this offering or a transaction which results in a change of control of our company.

2. On December 31, 1999, we issued and sold a total of 11,022,831 shares of our Series C preferred stock to accredited investors at a purchase price of \$2.78 per share. We also issued and sold warrants to purchase a total of 2,119,071 and 29,568 shares of common stock at an exercise price of \$3.33 and \$2.78 per share, respectively, on or prior to December 31, 2004.

3. On October 12, 1999, we issued and sold a warrant to purchase 71,430 shares of our Series C preferred stock to a financial institution in connection with a working line of credit at an exercise price of \$2.10 per share.

4. On June 24, 1999 and on July 15, 1999, we and our subsidiary NWT issued and sold convertible subordinated debentures to accredited investors in the total original principal amount of \$3,120,000 bearing interest at the rate of 8% per annum. Of this amount, \$500,000 in original principal amount was issued by NWT. We also issued warrants to purchase a total of 3,930,006 shares of common stock at an exercise price of \$0.67 per share on or prior to June 24, 2004 or July 15, 2004 depending on their date of issuance. In connection with this financing, NWT issued warrants to purchase 750,000 shares of NWT's common stock, which shares of NWT common stock were upon issuance exchangeable on a one-for-one basis for shares of our common stock. Immediately upon the closing of our Series C preferred stock financing, the principal amount then outstanding under these convertible subordinated debentures, together with accrued interest thereon, automatically converted into 1,166,721 shares of our Series C preferred stock at a price of \$2.78 per share without the payment of additional consideration.

5. On December 23, 1997, April 24, 1998 and September 1, 1998, we issued and sold a total of 6,252,843 shares of our Series B preferred stock to accredited investors at a purchase price of \$1.42 per share. In addition, on December 23, 1997, and on April 24, 1998 our subsidiary NWT issued an aggregate of 640,842 shares of its Series B preferred stock. These NWT shares were, upon issuance, exchangeable on a one-for-one basis for shares of our Series B preferred stock. During this period, we also issued warrants to purchase 2,344,815 shares of our common stock at an exercise price of \$1.42 per share. In connection with this financing, NWT issued warrants to purchase 240,315 shares of NWT's common stock at an exercise price of \$1.42 per share which shares of NWT common stock were, upon issuance, exchangeable on a one-for-one basis for shares of our common stock. 528,168 of the warrants that each of Novatel and NWT issued in connection with this Series B financing are exercisable on or before December 31, 2002 and 2,056,962 of such warrants are exercisable on or before December 31, 2003.

6. At November 10, 2000, we have outstanding options to purchase 10,228,094 shares of our common stock to a number of our employees, directors and consultants.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering, and we believe that each transaction was exempt from the registration requirements under the Securities Act by virtue of Section 4(2) thereof, Regulation D promulgated thereunder or Rule 701 with respect to compensatory benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of securities in each such transaction represented their intention to acquire the securities for investment purposes only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the stock certificates and warrants issued in such transactions. All recipients had adequate access, through their relationships with us, to information about us.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) EXHIBITS

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
1.1**	Form of underwriting agreement.
3.1**	Form of Amended and Restated Certificate of Incorporation of Novatel Wireless, Inc., to be effective upon consummation of this offering.
3.2**	Form of Amended and Restated Bylaws of Novatel Wireless, Inc., to be effective upon consummation of this offering.
4.1**	Form of Specimen Common Stock Certificate.
5.1**	Opinion of Orrick, Herrington & Sutcliffe LLP regarding the legality of the common stock being registered.
10.1**	Amended and Restated 1997 Stock Option Plan of Novatel Wireless, Inc.
10.2**	2000 Stock Incentive Plan of Novatel Wireless, Inc.
10.3**	2000 Employee Stock Purchase Plan of Novatel Wireless, Inc.
10.4**	Amended and Restated Registration Rights Agreement, dated as of June 15, 1999, by and among Novatel Wireless, Inc. and some of its stockholders.
10.5**	Amended and Restated Investors' Rights Agreement, dated as of June 30, 2000, by and among Novatel Wireless, Inc. and some of its stockholders.
10.6**	Form of Indemnification Agreement to be entered into by and between Novatel Wireless, Inc. and its officers and directors.
10.7**	Loan and Security Agreement, dated as of October 12, 1999, by and between Novatel Wireless, Inc. and Venture Banking Group, a division of Cupertino National Bank, as amended.
10.8**	Real Property Sublease, dated as of July 7, 2000, by and between Sicor Inc. (formerly Gensia Sicor, Inc.) and Novatel Wireless, Inc., for 9360 Towne Centre Drive, San Diego, California.
10.9**	Real Property Lease, dated as of February 1, 1997, by and between Novatel Wireless Technologies Ltd. and Sun Life Assurance Company of Canada, for 6715 8th St., N.E., Calgary, Alberta.
10.10+	Supply Agreement, dated as of March 31, 2000, by and between Novatel Wireless, Inc. and Hewlett-Packard Company.
10.11+	Technology License, Manufacturing and Purchase Agreement, dated as of October 13, 1999, by and between Novatel Wireless, Inc. and Metricom, Inc.
10.12+	Supply Agreement, dated as of August 12, 1999, by and between Novatel Wireless, Inc. and OpenSky Corporation (currently known as OmniSky Corporation).
10.13+**	Electronic Manufacturing Services, dated as of September 3, 1999, by and between Novatel Wireless, Inc. and Sanmina (Canada) ULC.
10.14+	Letter Agreement, dated as of March 15, 2000, by and between Novatel Wireless, Inc. and Symbol Technologies, Inc.
10.15+	Agreement for Purchase and Sale of Novatel Wireless, Inc. Mobile Terminal Units dated as March 2000 by and between Novatel Wireless, Inc. and VoiceStream Wireless Corporation.
10.16+**	Agreement for Electronic Manufacturing Services, dated as of April 8, 2000, by and between Novatel Wireless, Inc. and GVC Corporation.
10.17**	Employment Agreement, dated as of July 24, 2000, by and between Novatel Wireless, Inc. and John Major.
10.18**	Employment Agreement, dated as of August 21, 1996, by and among Novatel Wireless, Inc., Novatel Wireless Technologies Ltd. and Ambrose Tam.
10.19**	Standard Manufacturing Agreement, dated as of August 8, 2000, by and between Novatel Wireless, Inc. and Solectron de Mexico, S.A. de C.V.
10.20**	First Amendment to Employment Agreement, dated as of September 22, 2000, by and among Novatel Wireless, Inc., Novatel Wireless Technologies Ltd. and Ambrose Tam.

EXHIBIT NUMBER	DESCRIPTION OF DOCUMENT
10.21+	Product Purchase and License Agreement, dated as of October 23, 2000, by and between Novatel Wireless, Inc. and Intel Corporation.
21.1**	Subsidiaries of Novatel Wireless, Inc.
23.1	Consent of Arthur Andersen LLP, Independent Public Accountants.
23.2**	Consent of Orrick, Herrington & Sutcliffe LLP (contained in their opinion filed as Exhibit 5.1).
24.1**	Power of Attorney (included in the signature page to this registration statement).
27.1**	Financial Data Schedule.

* To be filed by amendment.

** Previously filed.

+ Confidential treatment requested as to some portions of this exhibit.

(b) FINANCIAL STATEMENT SCHEDULES

Schedule II -- Valuation and Qualifying Accounts..... S-1

ITEM 17. UNDERTAKINGS

We undertake to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names the underwriters require to permit prompt delivery to each purchaser in the offering.

To the extent indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, our certificate of incorporation, our bylaws, indemnification agreements entered into between the company and our officers and directors, the underwriting agreement, or otherwise, we have been advised that in the opinion of the Securities and Exchange Commission this indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against these liabilities (other than our payment of expenses incurred or paid by any of our directors, officers or controlling persons in the successful defense of any action, suit or proceeding) is asserted by a director, officer or controlling person in connection with the securities being registered, we will, unless our legal counsel opines that controlling precedent has settled the matter, submit to a court of appropriate jurisdiction the question whether this indemnification by us is against public policy as expressed in the Securities Act and we will be governed by the final adjudication of the issue.

The undersigned registrant undertakes:

(1) For the purpose of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus we filed pursuant to Rule 424(b)(1) or (4) or 497(h) of the Securities Act shall be deemed to be part of this registration statement as of the time the registration statement was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Amendment No. 6 to the registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of San Diego, State of California on November 13, 2000.

NOVATEL WIRELESS, INC.

By: /s/ JOHN MAJOR

John Major
Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Amendment No. 6 to the registration statement has been signed by the following persons in the capacities and on the dates indicated:

SIGNATURE -----	TITLE -----	DATE ----
/s/ JOHN MAJOR ----- John Major	Chief Executive Officer and Chairman of the Board (Chief Executive Officer)	November 13, 2000
/s/ AMBROSE TAM ----- Ambrose Tam	President, Chief Operating Officer and Chief Technology Officer	November 13, 2000
/s/ MELVIN FLOWERS ----- Melvin Flowers	Chief Financial Officer (Chief Financial and Accounting Officer)	November 13, 2000
* ----- H. H. Haight	Director	November 13, 2000
* ----- Nathan Gibb	Director	November 13, 2000
* ----- Robert Getz	Director	November 13, 2000
* ----- David Oros	Director	November 13, 2000
* ----- Mark Rossi	Director	November 13, 2000

SIGNATURE

*

Steven Sherman

*By: /s/ JOHN MAJOR

John Major, Attorney-In-Fact

TITLE

Director

Director

DATE

November 13, 2000

November 13, 2000

SCHEDULE II

NOVATEL WIRELESS, INC.
VALUATION AND QUALIFYING ACCOUNTS
THREE YEAR PERIOD ENDED DECEMBER 31, 1999

	BALANCE AT BEGINNING OF YEAR -----	ADDITIONS CHARGED TO OPERATIONS -----	DEDUCTIONS FROM RESERVES -----	BALANCE AT END OF YEAR -----
Allowance for doubtful accounts year ended:				
December 31, 1997.....	\$ --	\$ 47,000	\$ --	\$ 47,000
December 31, 1998.....	47,000	--	3,000	44,000
December 31, 1999.....	44,000	137,000	--	181,000
Warranty reserve year ended:				
December 31, 1997.....	11,000	78,000	--	89,000
December 31, 1998.....	89,000	155,000	--	244,000
December 31, 1999.....	244,000	132,000	140,000	236,000
Deferred tax asset valuation allowance:				
December 31, 1997.....	1,652,000	1,406,000	--	3,058,000
December 31, 1998.....	3,058,000	1,828,000	--	4,886,000
December 31, 1999.....	4,886,000	4,876,000	--	9,762,000

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EXHIBIT INDEX

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27.1**	Financial Data Schedule.....	

- -----
 * To be filed by amendment.
 ** Previously filed.
 + Confidential treatment requested as to some portions of this exhibit.

SUPPLY AGREEMENT

This Supply Agreement ("Agreement") is being entered into and is effective as of March 31, 2000 (the "Effective Date"), by and between NOVATEL WIRELESS, INC., a Delaware corporation ("Novatel Wireless" or "Seller"), having its principal place of business at 9360 Towne Centre Drive, San Diego, California 92121 and Hewlett-Packard Company, a Delaware corporation ("Hewlett-Packard" or "Buyer"), having its principal place of business at 3000 Hanover Street, Palo Alto, California 94304.

WHEREAS, Seller is engaged in, among other things, the development and manufacture of wireless modem cradles ("Modems");

WHEREAS, Buyer desires to purchase certain quantities of Modems from Seller, and Seller is willing to supply such quantities of Modems to Buyer, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, the parties agree as follows:

1. SALE AND PURCHASE OF PRODUCTS.

1.1 Sale and Purchase. Buyer shall purchase from Seller, and Seller shall supply to Buyer *** Modems in accord with the specifications set forth in Annex B (the "Product Specifications").

1.2 Price and Payments.

1.2.1 Buyer shall make payments due to Seller for Modems either directly to Seller or to such bank as Seller may designate in writing. Order payment terms are Net 30 Days.

1.2.2 Buyer shall pay in accordance with the terms set forth in Annex D ("Purchase Price and Volume Commitments") per unit for each Modem.

1.3 Modems. The price per unit as set forth above includes the finished product modem, installation and configuration software on CD ROM, AC adapter, display packaging and user documentation.

1.4 Shipment and Forecast. Buyer shall order and Seller shall deliver to Buyer the Modems set forth in Section 1.1 in accord with the delivery schedule attached set forth in Annex C ("Forecast and Delivery Schedules").

1.5 Delivery. Seller shall deliver the Modems sold to Buyer in accord with the delivery schedule set forth in Annex C. The Modems shall be shipped f.o.b. shipping point from the Seller's manufacturing site.

1.6 Warranties. Acceptance of a Modem shall not relieve Seller from its obligations thereunder with respect to warranties under Section 6 below.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.7 Title; Risk of Loss. Title to and risk of loss in Modems covered by this Agreement shall pass to Buyer at such time Seller ships the Modems.

1.8 Taxes. The prices of all Modems hereunder include all taxes, duties and excise which are directly imposed on the Modems. Notwithstanding the foregoing, Buyer shall bear the responsibility for any taxes or duties imposed on Modems in any other country or state of destination, including without limitation, taxes imposed on the sale by Buyer of a product that includes Seller products.

1.9 Preferred Supplier Status. For the term of this Agreement, Seller shall have the right of first refusal as a supplier with respect to any wireless data modem project initiated by the Hewlett-Packard Wireless and Internet Services Division.

2. TRADEMARKS.

2.1 Seller's Trademarks.

2.1.1 Buyer shall not use the trademark "Novatel" or "Novatel Wireless" or any other trademark owned by Seller or any mark confusingly similar thereto without the prior written consent of Seller in each instance. Notwithstanding the foregoing, Buyer shall be entitled to use the trademark "Novatel" or "Novatel Wireless" or any other trademark owned by Seller in association with the Modems, but such use shall be in strict accord with the latest (most recent) version of Seller's Trademark Style Guide as provided by Seller to Buyer.

2.1.2 Buyer shall not use the Seller's trademark or any other trademark owned by Seller or any mark confusingly similar thereto without the prior written consent of Seller in each instance.

2.1.3 Buyer acknowledges Seller's sole ownership and exclusive right, title and interest in and to the use of each of its trademarks, and that any use of any of the trademarks of Seller will inure solely to the benefit of Seller. Buyer shall not acquire any right to or under any of Seller's trademarks. Nothing contained herein shall in any way limit Seller's rights under its patents or licensing agreements or grant Buyer any rights under such patents or licensing agreements.

2.1.4 License to the Documentation. Solely for purposes as required in accordance with this Agreement, Seller hereby grants to Buyer, under Seller's intellectual property rights, a non-exclusive, worldwide license to use, reproduce and display the appropriate Documentation for the Modems.

2.2 Buyer's Trademarks.

2.2.1 Trademarks. Neither party is granted any ownership in or license to the trademarks, marks or trade names (collectively, "Marks") of the other party. Seller's use of Buyer's Marks shall be in accordance with the latest (most recent) Buyer's Trademark guidelines as provided by Buyer to Seller.

2.2.2 Seller shall not use the Buyer's trademark or any other trademark owned by Buyer or any mark confusingly similar thereto without the prior written consent of Buyer in each instance.

2.2.3 Seller acknowledges Buyer's sole ownership and exclusive right, title and interest in and to the use of each of its trademarks, and that any use of any of the trademarks of Buyer will inure solely to the benefit of Buyer. Seller shall not acquire any right to or under any of Buyer's trademarks. Nothing contained herein shall in any way limit Buyer's rights under its patents or licensing agreements or grant Seller any rights under such patents or licensing agreements.

2.3 Co-Branding. Buyer and Seller agree that the Modems manufactured and sold under this Agreement shall be co-branded with the trademarks of both Buyer and Seller. Buyer and Seller agree to reasonably cooperate with one another in developing an appropriate co-branding strategy.

3. KNOW-HOW AND SUPPORT.

Seller shall provide Level II and Level III Technical Support (as set forth in Annex A ("Technical Support")), and training to Buyer's designated service technicians to enable Buyer to provide Level I Support and engineering support at Buyer's facilities to enable Buyer to support the Modems, including the details of modem functionality and design required for detection and correction of bugs or failures. The parties hereto acknowledge and agree that Seller shall not provide direct end-user support to any end-user on its own behalf or on behalf of Buyer (Level I Technical Support). Seller will provide technical support during the term of this Agreement in accordance with the terms of this Agreement, except that Seller shall not be obligated to provide support for any change in Seller's specifications of the Modems as set forth in Annex B (the "Product Specifications") requested by the Buyer to the extent that this change proposed by Buyer is not incorporated into the standard Modems sold by Seller.

4. REPRESENTATION, WARRANTY and indemnification.

4.1 Seller represents and warrants that no additional Federal Trade Commission certification or CDPD carrier certification or other governmental certification is required for the Modems. If either certification becomes necessary for the sale of the Modems, Seller shall immediately stop delivery of the Modems. Seller shall make the necessary changes to certify the Modems and all previously delivered Modems shall be retrofitted to meet the certified configuration.

4.2 Seller also represents and warrants that it is entitled to enter into this Supply Agreement and that Seller's performance according to the terms of this Supply Agreement shall not violate any other agreement to which Seller is a party. Seller shall, at its sole cost and expense, indemnify, defend and hold Buyer harmless from and against any claims, demands, liability or suit, including costs and expenses, for or by reason of any actual or alleged breach of this warranty in this Section 4.2.

4.3 General Indemnity. Seller agrees to indemnify and hold Buyer harmless of and from any and all loss, cost, claim, liability, suit, judgment or expense, including reasonable attorneys' fees, arising out of any breach of the above described warranties.

4.4 No Infringement. Seller warrants that the computer software provided by Seller with the Modems to Buyer (the "Program"), and accompanying Documentation, referred to in this Agreement do not violate or infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party and that Seller is not aware of any facts upon which such a claim for infringement could be based.

4.5 Infringement Indemnity.

(a) Seller will defend any claim, suit, or proceeding brought against Buyer or its customers insofar as it is based on a claim that the Program or Documentation, or any part thereof, furnished by Seller under this Agreement constitutes an infringement of any third party's patent, copyright, trademark, trade name, other proprietary right, or unauthorized trade secret use; provided that Seller is notified promptly in writing of such claim, and given authority, information and assistance (at Seller's expense) to handle the claim or the defense of any suit or proceeding. Seller agrees to pay damages and costs awarded therein against Buyer and its customers but only to the extent such damages and costs are directly attributable to infringement caused by the Program or Documentation which is provided by Buyer to Seller. Notwithstanding the foregoing, Seller's total liability under this Section shall not exceed the total amounts actually paid by Buyer to Seller under this Supply Agreement.

(b) In case any Program or Documentation or any part thereof in such suit is held to constitute an infringement and its use is enjoined, Seller shall, at its own expense and at its option (i) procure for Buyer and its customers the right to continue use, or (ii) if applicable, replace the same with a noninfringing program and documentation of substantially equivalent function and performance, or (iii) modify them so they become noninfringing without detracting substantially from function or performance.

(c) Notwithstanding the foregoing, Seller shall have no responsibility for claims arising from (i) unauthorized modifications of the Program made by Buyer or its customers if such claim would not have arisen but for such modifications, or (ii) unauthorized combination or use of the Program with products not contemplated herein if such claim would not have arisen but for such combination or use.

5. TERM; TERMINATION; RIGHTS AND OBLIGATIONS UPON TERMINATION.

5.1 Except as otherwise provided for herein, the term of this Agreement shall be for the period set forth on Annex D, unless terminated earlier by either party pursuant to the provisions of this Section 5 or extended by mutual written agreement of the parties.

5.2 Notwithstanding the foregoing, the following provisions shall continue in effect after termination of this Agreement in accordance with their terms:

(a) All payment provisions to the extent unpaid at the time of termination shall be paid in accordance with the terms of this Agreement.

(b) All warranties specified in the Agreement.

(c) Sections 2.1 and 2.2 (Trademarks).

(d) Section 5.6 (Commitment Termination Event).

(e) Sections 9.1 and 9.2 (Confidentiality and Advertising).

(f) Section 9.3 (Confidential Information).

(g) Section 9.8 (Applicable Law).

5.3 Buyer's Right to Terminate. Buyer shall have the right, by providing Seller with thirty (30) days' prior written notice, to terminate this Agreement upon the occurrence of any of the following events, any one of which shall be considered a "Seller Default":

(a) Seller discontinues the Modems;

(b) Seller is adjudged bankrupt;

(c) Seller files a voluntary petition in bankruptcy or liquidation or for the appointment of a receiver;

(d) Filing of an involuntary petition to have Seller declared bankrupt, or subject to receivership, provided that such petition is not vacated or set aside within ninety (90) days from the date of filing;

(e) The execution by Seller of any assignment for the benefit of creditors; or

(f) Seller breaches any material provision of this Agreement and fails to cure such material breach within thirty (30) days from receipt of written notice describing the breach.

(g) Seller, after receiving written notice from Buyer, fails to make product deliveries as provided in this Agreement, unless such failure is cured within thirty (30) days of Seller receiving such written notice from Buyer.

5.4 Seller's Right to Terminate. Seller shall have the right, by providing Buyer with thirty (30) days' prior written notice, to terminate this Agreement upon the occurrence of any of the following events, any one of which shall be considered a "Buyer Default":

(a) Buyer fails to make payments as provided in this Agreement, unless such failure is cured within thirty (30) days from receipt of written demand for such payment. Any late payments shall bear interest at the annual rate of ***;

(b) Buyer is adjudged bankrupt;

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(c) Buyer files a voluntary petition in bankruptcy or liquidation or for the appointment of a receiver;

(d) Filing of an involuntary petition to have Buyer declared bankrupt, or subject to receivership, provided that such petition is not vacated or set aside within ninety (90) days from the date of filing;

(e) The execution by Buyer of any assignment for the benefit of creditors; or

(f) Buyer breaches any material provision of this Agreement and fails to cure such material breach within thirty (30) days from receipt of written notice describing the breach.

5.5 Remedy Upon Default. In the event that this Agreement is terminated pursuant to Section 5.3 or 5.4 above, both parties shall have the right to exercise any and all rights surviving such termination pursuant to Section 5.2.

5.6 Commitment Termination Event. In the event of a Commitment Termination Event, Buyer shall, as soon as practicable and in no event later than five (5) days after the occurrence of such Commitment Termination Event, pay Seller, ***. Seller agrees to use commercially reasonable efforts to dispose of or otherwise use excess finished product in an effort to reduce any residual amount owed to Seller. "Commitment Termination Event" means (i) the failure by Buyer to purchase Modems in the amounts set forth in Section 1.1 ("Sale and Purchase") hereof pursuant to the schedule of payment and delivery set forth in the Delivery Schedule (Annex C); (ii) termination of this Agreement by Buyer for any reason whatsoever other than pursuant to an uncured material breach by Seller; (iii) any uncured material breach by Buyer of any representation, covenant or agreement on the part of Buyer set forth in this Agreement, and subsequent termination of this Agreement by Seller for such breach. ***

6. PRODUCT WARRANTY.

6.1 Product Warranty. The following Sections 6.1 through 6.6 refer only to Product Warranty.

(a) Seller warrants that all Modems, including components thereof, to be delivered hereunder, will conform substantially to the Product Specifications and be free from defects in material and workmanship. The foregoing warranty is given provided Buyer gives written notice of any defect, deficiency or non-conformance of any Modem, or parts thereof, within: (i) *** from the purchase date by the end-user/consumer (the "Warranty Period"). Seller shall, at no cost to Buyer, and within the "Turn-Around Time" as defined in Section 6.2(a) below, repair or furnish replacements for all such defective, deficient or non-conforming items or parts thereof; provided, however, the Modems have been maintained in accordance with Seller's specifications and have not been modified by any party other than Seller except as expressly permitted by Seller in writing.

(b) The foregoing warranties do not extend to:

(i) defects, errors or nonconformities in a Modem due to accident, abuse, misuse or negligent use of such Modem or use in other than a normal and customary

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manner, environmental conditions not conforming to Seller's specifications, or failure to follow prescribed operating maintenance procedures;

(ii) defects, errors or nonconformities in the Modem due to modifications, alterations, additions or changes in the Modem not made or authorized to be made by Seller in writing;

(iii) normal wear and tear; or

(iv) damage caused by force of nature or act of any third party.

6.2 Turn-Around Time.

(a) "Turn-Around Time" for the purposes of this Section 6 means *** from the date on which such defective item, or defective or non-conforming part thereof, is furnished to Seller, for repair or replacement until the date on which such replaced or repaired item is returned to Buyer.

(b) Seller shall bear air shipment costs of the deficient, repaired or replaced item as well as the risk or loss or damage to the item or its replacement throughout the period between the shipment of the defective item and the receipt of the repaired or replaced item. Repaired or replaced items shall be subject to the warranty provided on the original finished product only (the time during which Seller repairs or replaces the item shall not be considered as part of the Warranty Period), in accordance with this Section 6. Notwithstanding the foregoing, Buyer shall bear all expenses if no fault on the part of Seller was found in the items returned for repair or replacement.

6.3 Inspection; Acceptance. This warranty shall survive inspection, acceptance or payments by Buyer and is provided for the sole and exclusive benefit of Buyer and shall not extend to any third party, including without limitation, any reseller or end-user.

6.4 Exclusive Remedy. The warranty granted in this Section 6 sets forth Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for any claim of warranty for any product delivered by Seller.

6.5 No Authority. Buyer acknowledges that it is not authorized to make any warranty or representation on behalf of Seller or its suppliers regarding the Modems, whether express or implied, other than the warranty terms set forth in this Section 6.

6.6 Year 2000 Compliance. Novatel Wireless hereby warrants that the Software included as part of the overall product is Year 2000 Compliant; "Year 2000 Compliant" shall be defined as having the capability to (i) correctly process date field dependent logic to accurately process and utilize any date prior to and any date after December 31, 1999; and (ii) store and represent dates in a manner which enables the user to easily identify or use the century portion of any date fields without any special processing.

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6.7 No Other Warranty. THE WARRANTY MADE UNDER THIS SECTION 6 IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY.

SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST REVENUES OR PROFITS) OF ANY KIND DUE TO ANY CAUSE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

8. FORCE MAJEURE.

8.1 Events of Force Majeure. Neither party shall be liable for a default or delay in the performance under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, natural disturbances or other acts of God; (ii) any outbreak or escalation of hostilities, war, civil commotion, riot or insurrection; (iii) any act or omission of the other party or any governmental authority or (iv) any other similar causes beyond the control of such party that arise without the fault or negligence of such party. Any delay resulting from such events shall be referred to herein as a "Force Majeure," shall not constitute a default by such party under this Agreement and shall entitle the delayed party to a corresponding extension of its delayed obligation. The party whose performance will be delayed by such events will use its best efforts to notify the other party within three (3) days after delayed party becomes aware of such event, as well as the cessation thereof.

8.2 Subcontractor's Default. Any delays in performance by Seller's subcontractors or suppliers shall be deemed excusable delays with respect to Seller only if (i) such subcontractor's non-performance is caused by Force Majeure and (ii) Seller could not have obtained the supplies or services of such subcontractor from other sources in sufficient time and on customary terms to prevent interruption of Seller's performance of this Agreement.

8.3 Termination.

(a) If Force Majeure results in a delay to make any scheduled delivery under this Agreement by more than sixty (60) days, Buyer may terminate this Agreement in whole or in part and such termination shall not be deemed a breach of this Agreement.

(b) If Buyer does not terminate within such sixty (60) day period, and the Force Majeure prevails for further forty-five (45) days, Buyer may terminate this Agreement, but it shall have no right to claim damages from Seller for breach of the Agreement. The foregoing expresses Buyer's sole remedy and Seller's sole liability for such termination resulting from Force Majeure.

9. MISCELLANEOUS.

9.1 Confidentiality of Agreement; Permitted Disclosures. Throughout the term of this Agreement, each party agrees that the terms of this Agreement shall be kept confidential. No disclosure of the identity of Buyer's customers or end-users or other information concerning this Agreement shall be released by Seller without the prior written consent of Buyer except in Seller's or Buyer's communication with its respective shareholders, investors or potential investors.

9.2 Required Disclosures; Advertising. Notwithstanding Section 9.1 above:

(a) Each party may divulge information hereunder as is reasonably required for the performance of the Agreement or as is required by law; and

(b) Each party shall have the right to list the other party as a customer or supplier (as the case may be) in its advertising material.

9.3 Confidential Information.

(a) In performance of this Agreement, it may be necessary or desirable for either party to disclose to the other certain business and/or technical information which the disclosing party regards as proprietary and confidential (the "Confidential Information"). Any Confidential Information disclosed shall be reduced to writing and provided to the other party within twenty (20) days after it was first disclosed. The disclosing party shall make commercially reasonable efforts to mark all tangible embodiments of Confidential Information with an appropriate confidentiality legend. Each of the parties hereto agree that it shall (i) not make use of or disclose the Confidential Information for any purpose whatsoever at any time, other than for the purposes of this Agreement and (ii) limit access to the Confidential Information of the other party to its employees and contractors who shall be advised of and agree to be subject to the terms of this Section 9.3.

(b) Nothing herein shall be construed as granting to either party, by implication, estoppel or otherwise, any right, title or interest in, or any license under, any patent or Confidential Information.

(c) Items shall not be considered Confidential Information if such information was (i) available to the public other than by a breach of an agreement with the disclosing party; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by one party without access to the Confidential Information of the other; (iv) known to the recipient at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided that other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

9.4 Severability. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Assignment. Neither Seller nor Buyer may assign this Agreement in whole or in part, or any rights hereunder without the prior written consent of the other, except to (i) a wholly-owned subsidiary of such party, (ii) a successor in interest of all or substantially all of such party's assets or business or (iii) a bank trust company or other financial institution for money due or to become due under this Agreement. In the event of any assignment, the assigning party shall promptly supply the other party with two (2) copies of such assignment and, in the instance of an assignment pursuant to this Section 9.5, shall indicate on each invoice to whom payment is to be made. In the event of any assignment pursuant to this Section 9.5, the assigning party also shall provide a written guarantee by such party of the obligations assigned to such party's subsidiary.

9.6 Relations of the Parties. Nothing in this Agreement shall be construed as creating relationship of principal and agent or of employer and employee between the parties. Furthermore, nothing in this Agreement is intended to constitute, create, give effect to or otherwise contemplate a joint venture, partnership or formal business entity of any kind. The rights and obligations of the parties with respect to this Agreement shall not be construed as providing for sharing of profits or losses arising out of the effort of either of the parties. The parties shall not incur any liability on behalf of the other.

9.7 Waiver. No waiver by either Seller or Buyer of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. No waiver or time extension given by either Seller or Buyer shall have effect unless made expressly and in writing.

9.8 Applicable Law. This Agreement and all matters regarding the interpretation and/or enforcement hereof shall be governed exclusively by the law of the State of California without reference to its choice of law rules.

9.9 Entire Agreement. This Agreement constitutes the entire agreement between the parties, supersedes and cancels any previous understandings or agreements between all the parties relating to the provisions hereof, and expresses the complete and final understanding of the parties in respect thereto. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by the parties.

9.10 Notices. Any notice contemplated by or made pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of delivery if delivered personally or by commercial overnight courier with tracking capabilities or by fax, or five (5) days after mailing if placed in the mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Buyer or Seller (as the case may be) as follows:

Seller: Novatel Wireless, Inc.
9360 Towne Centre Drive
Suite 110
San Diego, CA 92121
Attn: Bruce Gray, Vice President of Sales
and Marketing

Buyer: Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304
Attn: General Counsel

or such other address as each party may designate for itself by notice given in accordance with this Section 9.10.

9.11 Headings. The headings in this Agreement are for convenience only and shall not be regarded in the interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date written above.

SELLER: NOVATEL WIRELESS, INC.

By: /s/ BRUCE GRAY

Name: Bruce Gray
Title: Vice President of Sales and Marketing

BUYER: HEWLETT-PACKARD COMPANY

By: /s/

Name:
Title:

ANNEX A; TECHNICAL SUPPORT

Technical Support for the H.P. Jornada 540 series modem cradle Product delivered to Hewlett Packard customers will be managed via a three-tier Technical Support infrastructure and process as follows:

LEVEL ONE TECHNICAL SUPPORT

Level one Technical Support will be provided by Hewlett Packard to their direct and indirect customers. Level one support is defined as calls* originating from Hewlett Packard customers, resellers or distributors regarding H.P. Jornada 540 series modem cradle products including but not limited to pre and post sale inquiries concerning the basic operation of the hardware and software, functionality, interoperability and capabilities of those products and services.

For calls regarding the H.P. Jornada 540 series modem cradle products, Hewlett Packard will make every attempt to answer customer questions and resolve issues using available tools, documentation, test equipment and other materials used to support the H.P. Jornada 540 series modem cradle products (see training section below). If the customer question/issue regarding the H.P. Jornada 540 series modem cradle product cannot be resolved by Hewlett Packard support personnel to the customers' satisfaction, the issue will be forwarded to Seller level two Technical Support for further investigation and resolution.

*Calls include phone calls, e-mail, web-based inquiries, faxes and letters.

LEVEL TWO TECHNICAL SUPPORT

Level two Technical Support will be provided by Seller support staff directly to Hewlett Packard level one support personnel to assist in the resolution of open customer issues that have not been resolved to Hewlett Packard customers satisfaction during a level one support call. Hewlett Packard will have direct access to designated support staff within the Seller support organization for this purpose. A direct line of communication between the two organizations will be established and Seller support technicians will be available during normal Hewlett Packard Technical Support operation hours to assist in resolution of customer problems. Seller support engineering will work directly with Hewlett Packard support staff to resolve issues and answer questions, this may require Hewlett Packard support staff to gather additional information and provide system information or test results back to Seller

support staff to aid in the definition and resolution of the problem It will be Hewlett Packard support staff's responsibility to communicate directly with the end-user customer. Problems that are not resolved WITHIN 72 HOURS or problems that are flagged as sensitive/mission critical will be escalated to level three Technical Support for final resolution.

LEVEL THREE TECHNICAL SUPPORT (ESCALATION)

Level three Technical Support will be provided by Seller support and system engineering staff to resolve issues that cannot be satisfactorily resolved by level one and level two support personnel. Level three support will handle all Hewlett Packard product escalations issues including unresolved support calls and will work directly with Seller engineering staff to resolve those issues.

TECHNICAL SUPPORT TRAINING

Technical Support training and documentation for the H.P. Jornada 540 series modem cradle will be provided to Hewlett Packard level one support staff by Seller. Hewlett Packard support staff will receive training on the general use, functionality, operation and compatibility of the Seller H.P. Jornada 540 series modem cradle products. In addition all support related documentation, training materials, notes, FAQ's, and web based support materials will be made available to Hewlett Packard for their use in supporting these products.

ANNEX B; PRODUCT SPECIFICATIONS

HARDWARE AND SOFTWARE DESCRIPTIONS

PRODUCT FEATURES DESCRIPTION

FEATURE SET DETAILS

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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HARDWARE SPECIFICATIONS

HARDWARE SPECIFICATION DETAILS

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3. INDUSTRIAL DESIGN

Overview:

Features:

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Specifications:

CDPD PC CARD
Product Description

Overview:

This is a Type II PC Card based on the CDPD specifications and designed to work with a Windows laptop or handheld PC. It is wireless modem based on digital packet technology and allows high-speed data communication on a world recognized wireless standard.

Features:

- Operation in all CDPD environments.
- capable of power output at .6 watts
- size is compatible with Type II PC Card (PCMCIA)
- CDPD technology allows for over the air download of data at 19.2Kbps nominally
- Over the Air programming is available for user feature implementation
- Application Software available for setup, configuration, operation and status monitoring of the PC Card

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Specifications:

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ANNEX C; FORECAST AND DELIVERY SCHEDULES

PRODUCT MANUFACTURING AND FORECASTING: Hewlett Packard will need to submit a *** forecast to Novatel Wireless. The forecast for the *** of shipments shall be given *** days in advance of the scheduled production date and will be considered fixed. After the forecast for first *** of shipments is submitted to Novatel Wireless, forecast changes may be made as follows for the remaining months:

NOTE: Hewlett Packard can reserve the right to provide forecasting for the consumption of the entire volume commitment (product mix and quantity) by providing a minimum of *** advance notice.

DEVELOPMENT AND DELIVERY SCHEDULE: The schedule below indicates the total development time (time-to-market) for all versions of the cradle starting from the date the agreement is signed to the date when volume quantities are shipped to Hewlett Packard's designated point of distribution. Development of all devices will begin once an agreement between the two parties is signed.

The schedule is detailed as follows (Time listed in months ARO):

CDPD

FORECAST BEGINNING WITH FIRST MONTH'S AVAILABILITY:

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Novatel Wireless, during the term of this Agreement, for all H.P. Jornada series 540 modem cradles that are shipped through Novatel Wireless channels, will bundle collateral marketing and advertising materials and any other related collaterals, electronic or otherwise which are supplied by Hewlett-Packard or Hewlett-Packard partners.

For each H.P. Jornada series 540 modem cradle shipped by Novatel Wireless to Hewlett-Packard pursuant to this Agreement, Novatel Wireless will provide Hewlett-Packard on a monthly basis with all EID Numbers for such modem cradles.

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ANNEX D; PRODUCT PRICING AND VOLUME COMMITMENTS

VOLUME COMMITMENT: *** units between H.P. Jornada 540 series modem cradle and PC Card form factors using either CDPD or *** technologies.

TERM: One year beginning from the first revenue *** H.P. Jornada 540 series modem cradle Cradle modem shipment to Hewlett Packard from Novatel Wireless.

DISTRIBUTION: ***

UNIT PRICING: Unit pricing for the H.P. Jornada 540 series modem cradle cradle is as follows:

Quantity: ***

*** ***

CDPD ***

Unit Pricing for the Type II PCMCIA cards is as follows:

*** ***

CDPD ***

DEVELOPMENT FEE:

Hewlett-Packard agrees to provide a product development fee of *** to Novatel Wireless. One payment of *** shall be made by Hewlett-Packard to Novatel Wireless upon execution of this Agreement and a second payment of *** shall be made one week prior to the first manufacturing run for the products.

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TECHNOLOGY LICENSE, MANUFACTURING AND PURCHASE AGREEMENT

THIS TECHNOLOGY LICENSE, MANUFACTURING AND PURCHASE AGREEMENT, (the "Agreement") is entered into as of the 13th day of October, 1999, (the "Effective Date") by and between METRICOM, INC., a Delaware corporation, with its principal offices at 980 University Avenue, Los Gatos, California 95030-2375 ("Metricom") and NOVATEL WIRELESS, INC., a Delaware corporation, with its principal offices at 9360 Towne Centre, Suite 110, San Diego, CA 92121 ("Novatel").

WHEREAS, Metricom has developed a Network; and

WHEREAS, the parties desire to enter into an agreement regarding Metricom's Network whereby Novatel will develop Network interoperable and compatible Modem as a product; and

WHEREAS, Novatel wishes to obtain from Metricom a technology license to use Metricom's technology and incorporate the Licensed Technology into a Modem; and

WHEREAS, Metricom is prepared to grant such a license upon the terms and conditions of this Agreement; and

WHEREAS, the parties now desire to enter into an agreement whereby Novatel will manufacture the Modem; and

WHEREAS, Novatel wishes to supply such Modem to the general marketplace, Metricom's Designee(s) or Metricom; and

WHEREAS, Metricom wishes Novatel to supply Modems built to the Specifications to Metricom's Designee(s) or Metricom.

NOW THEREFORE, in consideration of the foregoing and the covenants and premises contained in this Agreement, the parties agree as follows:

PART I: DEFINITIONS

1. DEFINITIONS. As used herein, capitalized terms will have the meanings set forth below.

1.1 "ACCEPTANCE CERTIFICATE" means a document issued by Metricom confirming that a Modem shipment meets all applicable Specifications.

1.2 "CONFIDENTIAL INFORMATION" means any confidential or proprietary information, including without limitation any source code, software tools, designs, schematics, plans or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plan or financial or personnel matter relating to either party, its present or future products, sales, customers, employees, investors or business, identified by the disclosing party as Confidential Information, whether in oral, written, graphic or electronic form. If disclosed in oral form, such Confidential

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Information must be reduced to writing and marked as Confidential Information within 30 days following disclosure.

1.3 "DESIGNEE" means a Metricom partner approved, in writing, by Metricom.

1.4 "EFFECTIVE DATE" means the date first mentioned above.

1.5 "FCC" means the Federal Communications Commission.

1.6 "LICENSED TECHNOLOGY" means the Metricom Know-how, Metricom Patents, Metricom Technology, Metricom Improvements and the Specifications.

1.7 "METRICOM KNOW-HOW" means techniques, inventions, practices, methods, knowledge, skill, experience, test data and cost, sales and manufacturing data relating to the manufacture of the Modem which Metricom discloses to Novatel under this Agreement, including without limitation any technology developed by either party on behalf of Metricom.

1.8 "METRICOM PATENTS" means the existing patents and patent applications listed on Exhibit B hereto and such patents obtained and patent applications filed by Metricom relating to the patents listed on Exhibit B, and improvements thereto, including without limitation, all foreign counterparts, all substitutions, extensions, reissues, renewals, divisions, continuations and continuations in part relating to such Metricom Patents and their foreign counterparts.

1.9 "METRICOM SOFTWARE" means certain software developed by Metricom and embedded in the Modem, and such additional or modified software features and functions that Metricom may specify from time to time pursuant to this Agreement.

1.10 "METRICOM SPECIFICATIONS" means the performance, usage and form factor specifications written by Metricom to which the Guaranteed Volume of Modems will conform. Such Metricom Specifications shall be attached as Exhibit D hereto upon completion of development of such Metricom Specifications, which shall not be later than thirty (30) days from the execution of this Agreement.

1.11 "METRICOM TECHNOLOGY" means (a) the inventions, discoveries and processes covered under the Metricom Patents and (b) the Metricom Know-how.

1.12 "MODEM" means a portable 900 MHz-enabled data device interoperable and compatible with Metricom's Ricochet2 data network to be custom developed and manufactured by Novatel.

1.13 "NETWORK" means Metricom's Ricochet network.

1.14 "NETWORK SPECIFICATIONS" means the software, firmware and hardware performance and usage specifications for the Network as written by Metricom with which the Modem must be interoperable and compatible. Such Network Specifications shall be attached as Exhibit C hereto within thirty (30) days from the execution of this Agreement.

1.15 "NOVATEL KNOW-HOW" means techniques, inventions, practices, methods, knowledge, skill, experience, test data and cost, sales and manufacturing data relating to those parts that may be specified for inclusion in the Modem as set forth in Exhibit A.

1.16 "NOVATEL PATENTS" means the existing patents and patent applications listed on Exhibit B hereto and such patents obtained and patent applications filed by Novatel relating to the patents listed on Exhibit A, and improvements thereto, including without limitation, all foreign counterparts, all substitutions, extensions, reissues, renewals, divisions, continuations and continuations in part relating to such Novatel Patents and their foreign counterparts.

1.17 "NOVATEL TECHNOLOGY" means the inventions, discoveries and processes relating to those parts that may be specified for inclusion in the Modem as set forth in Exhibit A.

1.18 "NRE COSTS" means foundry, non-recurring engineering and development costs associated with this Agreement.

1.19 "SPECIFICATIONS" means the Network Specifications and the Metricom Specifications.

1.20 "ROYALTIES" means those royalties payable by Novatel to Metricom pursuant to this Agreement.

1.21 "THIRD PARTY SOFTWARE" means any software that belongs to a third party which is used in the Network and is licensed to Metricom for such use.

PART II: TECHNOLOGY LICENSE, DEVELOPMENT AND MANUFACTURING

2. LICENSE GRANTS.

2.1 METRICOM LICENSE GRANT.

(a) TECHNOLOGY LICENSE. Subject to the terms and conditions of this Agreement, Metricom hereby grants to Novatel during the term of this Agreement a nonexclusive, non-transferable, royalty bearing license, without right to sublicense, under the Licensed Technology, to develop, manufacture, market and sell the Modem for use with the Network.

(b) METRICOM SOFTWARE LICENSE. During the term of this Agreement and subject to the terms and conditions of this Agreement, Metricom grants to Novatel a nonexclusive, non-transferable license, without right to sublicense, to reproduce and embed the Metricom Software in object code form only in the Modem. Except as expressly stated in this Agreement, no rights to prepare derivative works, perform, display or distribute the Metricom Software are granted hereunder.

(c) SOURCE CODE. Should Novatel require it and subject to the terms and conditions of this Agreement, Metricom may disclose to Novatel the source code for the Metricom Software for purposes of enabling Novatel to port the Metricom Software to the

Modem. Any disclosure of source code, and all notes made by Novatel pertaining thereto, shall be treated as Metricom's Confidential Information pursuant to the terms of this Agreement.

(i) Novatel shall not make any changes to the source code other than those changes necessary to run the Metricom Software on hardware platforms other than as originally developed. Novatel shall provide Metricom with an electronic copy (ASCII text) of the updated source code in the event it makes any changes.

(ii) Except as needed to port the Metricom Software as set forth in this Agreement. No copyright rights to reproduce, prepare derivative works, perform, display or distribute the Metricom Software in source code format are granted to Novatel hereunder.

(d) RESTRICTIONS ON USE. Novatel shall not, and shall not permit any person within its control, to use the Licensed Technology and the Metricom Software or any of Metricom's Confidential Information for any other purpose than as expressly set forth in this Agreement.

2.2 NOVATEL LICENSE GRANT. Subject to the terms and conditions of this Agreement, Novatel hereby grants Metricom a non-exclusive, non-transferable, royalty-free, perpetual and irrevocable right, with right of sublicense through multiple tiers of distribution, under the Novatel Patents, the Novatel Technology, the Novatel Know-how and the Novatel Improvements, to offer to sell, sell and use the Modems.

2.3 THIRD PARTY SOFTWARE. Should the Metricom Software contain Third Party Software, Metricom shall, at Novatel's request, assist Novatel in obtaining the rights to use such Third Party Software. The parties acknowledge and agree that it is Novatel's obligation to license such Third Party Software.

3. DEVELOPMENT AND MANUFACTURING.

3.1 DEVELOPMENT. Upon execution of this Agreement, Novatel shall begin development of the Modem in accordance with the Network Specifications and the terms of this Agreement, and for the Guaranteed Volume, also in accordance with the Metricom Specifications. Prior to manufacturing, Novatel shall provide a reasonable quantity of a prototype Modem along with an electronic copy (ASCII text) of the software source code including release notes to Metricom for acceptance testing. Novatel shall not commence manufacturing prior to Metricom's written acceptance of the prototype Modem.

3.2 MANUFACTURING. Novatel shall custom-manufacture, assemble, test, label, package (includes plastic or other material housing including retail packaging with approved use of Ricochet brand) and deliver the Modem in accordance with the Network Specifications and the terms of this Agreement, and, for the Guaranteed Volume, also in accordance with the Metricom Specifications.

3.3 MARKET AND USE. For the consideration described in this Agreement, the parties acknowledge and agree that Novatel shall sell the Modems only for use on the Network.

3.4 NRE COSTS. ***

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3.5 REGULATORY AGENCY APPROVAL. Novatel shall be responsible for obtaining any regulatory agency approval, including, but not limited to, FCC approval, for the Modem. Metricom shall, at Novatel's request and expense, assist Novatel in obtaining FCC approval.

3.6 MODIFICATIONS REQUESTED BY METRICOM. During the term hereof, changes to Metricom's Know-how, government regulations (including FCC Part 15 regulations), or other masons may require changes to the Network Specifications and/or the Metricom Specifications and therefore the Modem.

(a) Metricom shall, from time to time, provide Metricom Software updates to Novatel. Novatel shall incorporate such changes into the Modem software and make it available to Level I Technical Support providers within (i) fourteen (14) days of receipt of such update for critical changes; and (ii) thirty (30) days of receipt of such update for non-critical changes. Novatel's changes shall be subject to acceptance testing by Metricom.

(b) In the event Metricom requests an engineering change to a Guaranteed Volume Modem, Novatel shall notify Metricom in writing of any impact on the cost and/or scheduled delivery of such Modem within ten (10) business days of the receipt of Metricom's written change request. This should include, but not be limited to, a costed bill of materials, scheduled delivery, and any additional NRE.

(c) Upon receipt by Metricom of such estimate, the parties shall agree in writing to which such engineering changes shall be made as well as adjustments, if any, in pricing and delivery schedules and the parties shall agree in writing upon any such engineering changes prior to their implementation.

3.7 MODIFICATIONS BY NOVATEL. Novatel may make changes to the Modem without Metricom's prior written consent; provided, however, that (i) the Modem shall continue to meet the specifications of the Network, and the terms of this Agreement and, for the Guaranteed Volume, also meet the Metricom Specifications; (ii) Metricom receives an electronic copy (ASCII text) of the modified source code and any related release notes and documentation and approves such modifications prior to release to end-users; and (iii) is subject to acceptance testing by Metricom. Novatel may make changes in design, components or materials that may have the effect of reducing the cost of production of the Modem or increase reliability or improve performance or expand procurement options.

3.8 UPDATE MECHANISM. Novatel shall provide a mechanism by which an end-user can update the software in their Modem and shall make it available to Level I Technical Support providers at the same time it makes the Modem software, including any updates, available.

3.9 FUTURE DEVELOPMENTS. The parties envision that Novatel may develop, custom manufacture, and deliver to the marketplace, Metricom's Designee(s) or Metricom future generations of the Modems and/or replacement products, subject to satisfactory performance under this Agreement and future technical and market conditions.

3.10 UNIT IDENTIFICATION AND SERIAL NUMBERS. Metricom shall supply Novatel within a range of individual unit identification and serial numbers to be applied to units of the

Modem. Novatel shall incorporate in all Modems and any accompanying documentation therefor one of the individual Metricom-assigned unit identification and serial numbers for each such Modem. Such unit identification and serial number shall be clearly marked and visible externally on each Modem and encoded in the Metricom Software embedded in each Modem. Novatel shall provide Metricom with the unit identification and serial number of each Modem it sells, leases or otherwise puts into use at the time of shipment.

3.11 DEVELOPMENT SCHEDULE. Total time between execution of this Agreement and when the first shipment of the Guaranteed Volume shall be made is *** for development with the first delivery suitable for distribution to end-users to occur *** after receipt of both Metricom's and the FCC's approval.

3.12 TESTING. Novatel shall test all Modem deliveries prior to shipment to confirm conformance with the Network Specifications and the terms of the Agreement, and additionally, for the Guaranteed Volume, the Metricom Specifications. Prior to implementation of such testing, Novatel shall submit to Metricom, and Metricom shall have final approval of, the interoperability and compatibility test plans. Upon request, Novatel shall provide test data to Metricom.

3.13 SUPPORT. Except as provided for in Section 8 of this Agreement, Novatel shall provide for Levels I, II and III Technical Support as set forth in Exhibit I attached hereto for Modems which it sells, leases or otherwise puts into use.

4. OWNERSHIP AND INTELLECTUAL PROPERTY.

4.1 OWNERSHIP.

(a) Novatel acknowledges and agrees that Metricom is and shall remain the sole owner of the Metricom Technology, the Metricom Patents, the Metricom Know-how, the Specifications and the Metricom Software and any improvements to the Metricom Patents, the Metricom Know-how, the Metricom Technology, Specifications and Metricom Software (the "Metricom Improvements") and that Novatel has no rights in or to the Metricom Technology, the Metricom Patents, the Metricom Know-how, the Specifications or the Metricom Software and any Metricom Improvements other than the license rights specifically granted herein.

(b) Metricom acknowledges and agrees that Novatel is and shall remain the sole owner of the Novatel Technology, Novatel Patents and Novatel Know-how and any improvements to the Novatel Technology, Novatel Patents and Novatel Know-how (the "Novatel Improvements") and that Metricom has no rights in or to the Novatel Technology, Novatel Patents and Novatel Know-how and any Novatel Improvements other than the license rights specifically granted herein.

4.2 FUTURE INVENTIONS AND JOINT INVENTIONS. Each party acknowledges and agrees that any and all discoveries, know-how, inventions, methods, ideas and the like ("Inventions") made or discovered pursuant to this Agreement solely by its employees, agents or subcontractors shall be owned solely by such party and that any and all Inventions made jointly by employees, agents or subcontractors of each shall be jointly owned (the "Joint Inventions"),

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all as determined in accordance with U.S. laws of inventorship. Notwithstanding the foregoing, the parties agree that any Inventions made by employees, agents or subcontractors of either party that result in Metricom Improvements shall be owned solely by Metricom and licensed to Novatel pursuant to this Agreement. Novatel shall assign any rights it may obtain in or to such Metricom Improvements and any patents it obtains for such Metricom Improvements to Metricom when such Metricom Improvements are first fixed in a tangible medium or reduced to practice, as applicable. Joint Inventions shall be treated as Confidential Information of each party.

4.3 PROPRIETARY RIGHTS NOTICES. Each unit of the Modem and any accompanying documentation shall include all copyright and proprietary legends provided to Novatel by Metricom.

5. TRADEMARKS.

5.1 Metricom hereby grants Novatel the right to use, and requires Novatel to place on the Modems and on the packaging for Modems during the term of this Agreement, the Metricom trademarks and trade names set forth in Exhibit G hereto (the "Marks") solely to affix the Marks to the Modems in accordance with the Metricom Corporate Style Guide attached hereto as Exhibit H, the Network Specifications, and, for the Guaranteed Volume, the Metricom Specifications or other Metricom requirements. Metricom may alter or replace such Marks or may revise its policies and guidelines related thereto in its sole discretion upon ninety (90) day's prior written notice to Novatel. Novatel hereby admits and recognizes Metricom's exclusive worldwide ownership of such Marks and the renown of Metricom's Marks. Novatel agrees not to take any action inconsistent with such ownership and further agrees to take any action, at Metricom's reasonable expense, including without limitation the conduct of legal proceedings, which Metricom deems necessary to establish and preserve Metricom's rights in and to its Marks. Reproductions of Metricom's Mark's, logos, symbols, etc., shall be true reproductions and done photographically.

6. ROYALTY. Novatel shall pay Metricom *** on all Modems manufactured and sold, leased or otherwise put into use by Novatel. ***

6.1 ***

6.2 ***

6.3 ***

(a) ***

(b) ***

(c) ALL PAYMENTS DUE BY NOVATEL SHALL BE MADE TO METRICOM WITHOUT ANY DEDUCTIONS FOR TAXES, DUTIES, FEES OR CHARGES OF ANY KIND.

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6.4 INSPECTION OF ROYALTY RECORDS.

(a) Novatel shall maintain appropriate books of account and record, in accordance with generally accepted U.S. accounting principles, which shall include inventory records, and shall make accurate entries concerning all transactions relevant to this Agreement (the "Records").

(b) Metricom shall have the right during the term and for six (6) years thereafter (or in the event of a dispute during the Term or within five years thereafter involving in any way the Records, until the dispute is resolved, whichever is later), on reasonable notice to Novatel to inspect, examine, take extracts and make copies from Novatel's Records to the extent necessary to verify the ROYALTY and payments made under this Agreement.

(c) If, upon inspection of the Records of Novatel, Metricom discovers that it did not receive the correct AMOUNT OF ROYALTIES PAYABLE UNDER THIS AGREEMENT, Metricom shall notify Novatel of such discovery. In the event Novatel disagrees with such discovery, the parties shall, acting reasonably and in good faith, work together to resolve such dispute. Within ten (10) days of receipt of Metricom's notice or, in the case of dispute within ten (10) days of resolution of such dispute, Novatel shall pay to Metricom the difference between what was paid and what should have been paid. If the difference exceeds *** of the amount found by Metricom, then Novatel shall bear Metricom's reasonable costs in connection with such Inspection, including all reasonable legal and auditors' fees.

6.5 OBLIGATION TO PAY. ***

PART III: SUPPLY TO AND PURCHASE OF MODEMS BY METRICOM

7. MODEM PURCHASES.

7.1 GUARANTEED VOLUME. Metricom agrees to purchase at least *** Modems (the "Guaranteed Volume") during the Term of this Agreement. The Guaranteed Volume may be purchased by either Metricom or its Designee(s). The Guaranteed Volume shall conform to the Specifications.

7.2 PILOT TEST. Upon completion of Modem development and Metricom's written acceptance of a prototype Modem that conforms to the Specifications, approximately *** from execution of this Agreement, Novatel shall manufacture and deliver *** Modems, which shall be deducted from Metricom's initial delivery, to Metricom for use in conducting end-user testing and soliciting feedback relative to the Modem ("Pilot Test").

(a) Metricom shall perform one (1) week of testing at its facilities to ensure interoperability and compatibility with the Network.

(b) Thereafter, Metricom shall identify and supply qualified end-users with Modems to conduct Pilot Testing for a period of thirty (30) days.

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(c) If any necessary changes may be handled in the firmware or installation software then manufacturing of the Modems may continue provided that patches for the necessary changes can be effected as part of the manufacturing process.

7.3 FORECAST. Metricom shall submit a one-year forecast to Novatel, attached hereto as Exhibit E. The forecast for the first three months of shipments shall be given to Novatel at least sixty (60) days in advance of the scheduled delivery date and shall be considered fixed at sixty (60) days prior to the delivery date. Thereafter, changes to the forecast for the remaining months may be made in writing as set forth below, provided, however, that Metricom shall have the right to forecast for the entire volume guaranteed within the first six months of shipment by providing seven (7) months advance notice.

NUMBER OF DAYS ADVANCE WRITTEN NOTICE -----	PERCENT OF CHANGE TO FORECASTED VOLUME -----
***	***
***	***
***	***
***	***

7.4 PURCHASE ORDERS.

(a) Metricom or its Designee(s) agrees to provide Novatel with binding purchase orders. All purchase orders are binding, and cannot be cancelled or rescheduled except as set forth in the Agreement. Purchase orders shall set forth the quantity of Modems ordered, the destination of delivery and the delivery date required.

(b) Should a Metricom Designee(s) place the purchase order, Novatel shall ship and bill directly to the Metricom Designee(s). During the term of this Agreement, unless mutually agreed to by Novatel, Metricom and the Metricom Designee(s), the terms and conditions of this Agreement shall govern all Metricom Designee(s) purchase orders. Metricom shall inform its Designee(s) of the terms of this Agreement.

(c) Any terms or conditions in any purchase order, sales acknowledgment or receipt that is different from, inconsistent with or additional to the terms and conditions of this Agreement that are not expressly accepted by the other party in writing are void, of no effect, and are hereby rejected by the parties.

7.5 DELIVERY. Novatel shall deliver the Guaranteed Volume of Modems to Metricom or its Designee(s), in accordance with the Specifications, the applicable purchase order and the delivery schedule set forth in Exhibit E, as may be modified from time to time in accordance with this Agreement, to the location specified in the applicable purchase order provided, however, that:

(a) no deliveries shall occur until Metricom has approved in writing the Modem's compliance with the Specifications and issued an initial Acceptance Certificate; and

(b) all future deliveries shall also be subject to acceptance testing by Metricom or its Designee(s) as set forth in this Agreement.

Title and risk of loss shall pass to Metricom upon Metricom's acceptance of the Modem shipments. Time is of the essence for all deliveries. Novatel will provide Metricom or its Designee(s) documentation on all known errors or unresolved product issues at the time of delivery.

7.6 ACCEPTANCE TEST PROCEDURES. Novatel shall inspect and test all Guaranteed Volume Modem deliveries prior to shipment to confirm conformance with the Specifications. Following receipt of delivery of a Modem shipment, Metricom or its Designee(s), as specified in the applicable purchase order, may inspect such shipment for conformance with the Specifications.

(a) Upon determination that a shipment does meet Specifications, Metricom will issue an Acceptance Certificate for such shipment. Such Acceptance Certificate does not imply acceptance of any other shipment nor waive the warranty provisions under this Agreement or any other remedy that Metricom may have for a defective shipment.

(b) In the event that a shipment is rejected for failure to meet Specifications, Metricom or its Designee(s) shall return the shipment at Novatel's expense and provide Novatel with written notification of the shipment's nonconformity. Novatel shall undertake to repair or replace the shipment or any nonconforming portion thereof at no charge to Metricom, or its Designee(s) and resubmit the shipment to Metricom or its Designee(s) within five (5) days of receipt of the rejected shipment.

8. MODEM SUPPORT.

8.1 TECHNICAL SUPPORT TRAINING AND DOCUMENTATION. Novatel shall provide training and documentation for the Modem to service technicians and engineering support at Metricom and its Designee(s) which shall be sufficient to allow Metricom or its Designee(s) to provide Level I Technical Support with reasonable product knowledge and troubleshooting skills. Training shall include, but not be limited to, general use, support, troubleshooting, functionality, operation, interoperability and compatibility of the Modem that is developed and purchased under this Agreement. In addition, all support related documentation, troubleshooting tools and materials, test equipment, training materials, notes, frequently asked questions ("FAQ's"), and web based support materials shall be made available to Metricom or its Designee(s) for their use in supporting the Modem. In the event any product changes result in new functionality or change in operation and compatibility, Novatel shall provide additional training to Metricom and its Designee(s).

8.2 SUPPORT LEVELS. Level I, Level II and Level III Technical Support shall be defined in Exhibit I of this Agreement.

8.3 METRICOM SUPPORT OBLIGATIONS.

(a) Metricom or its Designee(s) shall, in a diligent manner consistent with industry practices, provide Level I Technical Support to their direct end-user(s) for Modems which Metricom or its Designees have purchased under the terms of this Agreement.

(b) If Metricom or its Designee is unable to resolve the question or issues to Customer's satisfaction, Metricom or its Designee shall forward the request to Novatel Level II Technical Support for further investigation and resolution.

(c) Upon approval from Novatel, Metricom or its Designee(s) may refer a Customer directly to Novatel for Level II and Level III Technical Support.

8.4 NOVATEL SUPPORT OBLIGATIONS.

(a) Novatel support and engineering staff shall provide Level II and Level III Technical Support directly to Metricom or its Designee(s) by telephone via a toll free number twenty-four (24) hours a day, seven (7) days a week for Modems which Metricom or its Designees have purchased under the terms of this Agreement. Upon approval from Novatel, Metricom or its Designee(s) may refer a Customer directly to Novatel for Level II and Level III Technical Support.

(b) Level II Technical Support issues that remain unresolved longer than *** after notification of the problem or issues flagged as sensitive or mission critical, shall be escalated to Level III Technical Support for final resolution.

(c) Novatel shall provide written explanation to Metricom or its Designee of the problem, known symptoms, possible causes, and expected time for resolution for any Level III Support issue that remains unresolved longer than *** after escalation to Level III Support.

(d) Novatel shall provide Metricom or its Designee(s) documentation on all known errors or unresolved product issues (i) at the time of delivery; and (ii) as discovered by Novatel's Level III Support staff after the initial launch of the Modem.

9. PRICE AND PAYMENT.

9.1 PRICE. Metricom shall pay Novatel *** set forth in Exhibit F attached hereto.

9.2 DELIVERY. Novatel shall deliver all Modems to Metricom or any other location Metricom or its Designee(s) shall designate FOB Buyer's Dock. Novatel shall prepay the freight charges and bill such freight charges to Metricom for reimbursement by Metricom. Title and risk of loss shall pass to Metricom upon Metricom's or its Designee(s)'s acceptance of the Modem shipments as evidenced by an Acceptance Certificate. Metricom or its Designee(s) shall assume all freight charges which result from expedited shipment dates requested by Metricom or its Designee(s). The parties acknowledge and agree that time is of the essence for all deliveries.

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9.3 PAYMENT.

(a) All payments for Modems purchased by Metricom under this Agreement shall be due and payable thirty (30) days following receipt of valid invoice.

(b) Should Metricom issue the purchase order, invoices shall accompany applicable Modem shipments or, if the Modem shipments are to be made to a location other than Metricom's Los Gatos facilities, then such invoice shall be sent to the Los Gatos facility at the same time the shipment is made to the alternate destination.

(c) Should a Metricom Designee(s) issue the purchase order, invoices shall accompany the applicable Modem shipment or, if the Modem shipments are made to a location other than the billing address, then such-invoice shall be sent to the Metricom Designee(s)'s billing address at the same time the shipment is made to the alternate destination.

(d) The parties acknowledge and agree that Metricom shall have no obligation, financial or otherwise, for purchase orders made by a Metricom Designee(s).

9.4 TAX. Novatel shall separately state on the invoices delivered to Metricom all taxes applicable to sale of the Modems to Metricom, excluding any taxes based on the net income of Novatel. Metricom shall pay Novatel any such properly invoiced and applicable amounts and Novatel shall pay the relevant taxing authorities any such amounts when due. Novatel hereby indemnifies and holds Metricom harmless from and against any and all liabilities, penalties, and amounts due regarding any taxes or fees due to the applicable government not properly or timely invoiced or paid by Novatel which was the responsibility of Novatel.

9.5 FREIGHT. Novatel shall separately state on the invoices delivered to Metricom all applicable freight charges, at cost. Metricom shall pay Novatel any such properly invoiced and applicable amounts.

10. INCENTIVES AND PENALTIES.

10.1 ***

10.2 ***

11. FUTURE RELATIONSHIPS. In the event Novatel enters into a separate purchase agreement with other parties, Novatel agrees that (i) ***

PART IV: GENERAL

12. CONFIDENTIALITY.

12.1 CONFIDENTIALITY. Each party hereto will maintain in confidence all Confidential Information disclosed by the other party hereto. Neither party will use, disclose or grant use of such Confidential Information except as expressly authorized by this Agreement. To the extent that disclosure is authorized by this Agreement, the disclosing party will obtain

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prior agreement from its employees, agents or consultants to whom disclosure is to be made to hold in confidence and not make use of such information for any purpose other than those permitted by this Agreement. Each party will use at least the same standard of care as it uses to protect its own most confidential information to ensure that such employees, agents or consultants do not disclose or make any unauthorized use of such Confidential Information. Each party will promptly notify the other upon discovery of any unauthorized use or disclosure of the Confidential Information. Notwithstanding any other provision in this Agreement to the contrary, the obligations set forth in this section shall survive any termination or expiration of this Agreement for a period of ten years thereafter.

12.2 EXCEPTIONS. The obligations of confidentiality contained in this section will not apply to the extent that it can be established by the receiving party by competent proof that such Confidential Information:

(a) was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the other party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the other party;

(c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving party in breach of this Agreement;

(d) was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party which had no obligation to the other party not to disclose such Information to others.

12.3 AUTHORIZED DISCLOSURE. Each party may disclose the Confidential Information to the extent such disclosure is reasonably necessary in filing or prosecuting patent applications, prosecuting or defending litigation or complying with applicable governmental regulations, provided that if such party is required to make any such disclosure of the Confidential Information it will to the extent practicable give reasonable advance notice to the other party of such disclosure requirement and, except to the extent inappropriate in the case of patent applications, will use its best efforts to secure confidential treatment of such information required to be disclosed. The parties acknowledge that the sale of the Modem may necessarily disclose Confidential Information of the parties and the parties agree to use commercially reasonable efforts to limit such disclosure. In furtherance thereof, Novatel agrees to provide Metricom a copy of all documentation.

12.4 OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information of a party shall remain the exclusive property of such party, and no right, title or interest in such information shall be conveyed to the other party by release of such information to it. Each party receiving such information agrees to return or destroy all such information upon the written request of the other party, or upon the reasonable determination by the other party that the receiving Party no longer has a need for such information. Each party agrees to notify the other party if it becomes aware of any use of the information that is not authorized by this Agreement.

12.5 INJUNCTIVE RELIEF. Each party acknowledges that, in the event of a breach of this Section by such party or any of its officers, directors, agents and/or employees, the other party will suffer irreparable damages that cannot be fully remedied by monetary damages. Each party therefore agrees that the other party shall be entitled to seek injunctive relief against any such breach in any court of competent jurisdiction. The rights of each party under this Section shall not in any way be construed to limit or restrict its rights to seek or obtain other damages or relief available under this Agreement or applicable law.

12.6 INDEPENDENT DEVELOPMENT. The terms of this Section shall not be construed to limit a party's right to independently develop or acquire products which are similar in functionality to those of the other party so long as such development or acquisition is made without the use of the Confidential Information of the other Party. Both parties acknowledge that each of them may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information of the other. Nothing in this Agreement will be construed as a representation or agreement that the receiving party will not develop or have developed for its products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the receiving party does not violate any of its obligations under this Agreement.

13. TERM AND TERMINATION.

13.1 TERM. This Agreement will commence as of the Effective Date and, unless sooner terminated as provided hereunder, will terminate two (2) years from the Effective Date. The term may be extended only upon the mutual written agreement of the parties.

13.2 TERMINATION FOR CAUSE.

(a) The Agreement and the Metricom licenses granted herein will terminate prior to the end of the term at the option of the non-breaching party upon thirty (30) days written notice if the other party breaches or defaults on any material obligation under this Agreement and fails to cure such breach or default during such thirty (30) day period. In the event such breach cannot reasonably be cured within such thirty (30) day period, the breaching party shall be required to (i) commence curing such breach or default during such thirty (30) day period and diligently pursue such cure until the breach or default has been cured; and (ii) and provide written notice to the non-breaching party of the time required to cure such breach or default.

(b) Metricom shall have the right to terminate this Agreement upon written notice to Novatel in the event Novatel does not agree to the Specifications for the Guaranteed Volume within sixty (60) days from the execution of this Agreement. Upon such termination, Metricom will reimburse Novatel for any expenses related to the development of the Modems incurred prior to the termination date, ***.

13.3 EFFECT OF TERMINATION.

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(a) RESTOCKING FEE. If termination occurs as a result of Metricom's material breach of the Agreement or upon Metricom's request without cause, end such termination occurs prior to Metricom's receipt and acceptance of *** that comply with this Agreement, then Metricom shall pay Novatel, ***. Without limiting the foregoing, Metricom shall still be responsible for paying any amounts due under any outstanding purchase orders where Novatel has delivered and Metricom has accepted such deliveries.

(b) DUTIES OF THE PARTIES UPON TERMINATION. Upon any termination or expiration of this Agreement, Novatel agrees to do the following: (1) refrain thereafter from representing itself as a distributor or manufacturer of the Modem; and (2) return to Metricom all tangible items in its possession or under its control evidencing the Licensed Technology and Confidential Information of Metricom, including all copies of the Metricom Software, the source code, modified or otherwise, and any related documentation. Upon any termination or expiration of this Agreement, Metricom agrees to return to Novatel all tangible items in its possession or under its control evidencing Confidential Information of Novatel.

(c) LICENSE TERMINATION. Upon any termination or expiration of this Agreement, all licenses granted by Metricom under this Agreement shall be terminated. Upon any termination or expiration of this Agreement, all licenses, except those for Modems delivered to Metricom or its Designee(s), granted by Novatel under this Agreement shall be terminated.

(d) SURVIVAL. Except as set forth in the applicable section, Sections 1, 2, 3.3, 4, 5, 6.4, 6.5, 7, 12, 14, 15, 16 and 18 shall survive any termination of this Agreement.

14. REPRESENTATIONS AND WARRANTIES.

14.1 REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants:

(a) CORPORATE POWER. Such party is duly organized and validly existing under the laws of the state or county of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) DUE AUTHORIZATION. Such party is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder,

(c) BINDING AGREEMENT. This Agreement is a legal and valid obligation binding upon it and enforceable in accordance with Its terms. The execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

14.2 WARRANTY. Novatel represents and warrants that for a period of twelve (12) months from the Metricom's or its Designee(s)'s acceptance of a shipment as evidenced by the Acceptance Certificate, all Modems delivered under this Agreement shall be free of defects in materials or workmanship and shall conform with the applicable Specifications. In the event

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of a breach of this Warranty, Novatel shall repair or replace the defective Modem(s) at no additional charge to Metricom or its Designee(s).

14.3 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, METRICOM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, RELATING TO THE METRICOM TECHNOLOGY, THE METRICOM SOFTWARE OR THE METRICOM PATENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, Metricom expressly does not warrant (i) the patentability of any of the Inventions, or (ii) the accuracy, safety, or usefulness for any purpose, of the Licensed Technology or the Modem. Except as set forth in Section 15, Metricom assumes no liability in respect of any infringement of any patent or other right of third parties due to any activities of Novatel under this Agreement.

15. INDEMNIFICATION.

15.1 INFRINGEMENT INDEMNITY.

(a) METRICOM INDEMNITY. Metricom shall indemnify and hold Novatel harmless and will defend Novatel against any actions based on a claim that the Technology, Metricom Know-How and Metricom Patents relied upon by Novatel or the Metricom Software, in the absence of any modifications and not in combination with any other technology, infringes any patent, copyright or other proprietary rights of any third party, or misappropriates any trade secret of any third party.

(b) NOVATEL INDEMNITY. Novatel shall indemnify and hold Metricom harmless from and will defend against any action brought against Metricom to the extent that it is based on a claim that the manufacture, use or sale of the Modem infringes any patent, copyright or other proprietary rights of any third party or misappropriates any trade secret of any third party, but not to the extent such action is based on the incorporation or use of the Technology. Metricom Know-How, Metricom Patents relied upon by Novatel or the Metricom Software in such Modem.

(c) INDEMNIFICATION PROCEDURES. An indemnifying party hereunder shall be liable for any costs and damages to third parties incurred by the other party which are attributable to any such claims, provided that such other party (i) notifies the indemnifying party promptly in writing of the claim, (ii) permits the indemnifying party to defend, compromise or settle the claim, and (iii) provides all available information, assistance and authority to enable the indemnifying party to defend, compromise or settle such claim. Any indemnifying party hereunder shall diligently pursue any defense required to be rendered hereunder, shall keep the indemnified party informed of all significant developments in any action defended by the indemnified party, and shall allow the indemnified party reasonable opportunity to comment upon any settlement proposed to be entered into by the indemnifying party on behalf of the indemnified party.

15.2 GENERAL INDEMNIFICATION. Both parties agree to indemnify and save harmless the other party, its subsidiaries, other affiliates, and the officers, directors, employees, successors and assigns of any of them, from all costs, damages and expenses including costs of settlement, reasonable attorney's fees and court costs that arise out of or result from injuries or death to persons or damage to property, including theft, caused by or on account of negligence or willful misconduct by the indemnifying party or person furnished by the indemnifying party.

16. LIMITATION OF LIABILITY.

16.1 WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS, LOST SAVINGS, OR ANY OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE GRANTING OR USE OF THE LICENSES HEREUNDER.

16.2 LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN THE CASE OF A KNOWING OR WILLFUL VIOLATION OF A PARTY'S OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY EITHER PARTY, NEITHER PARTY'S TOTAL LIABILITY TO THE OTHER HEREUNDER SHALL EXCEED THE NET AMOUNT PAID BY METRICOM TO NOVATEL UNDER THIS AGREEMENT.

17. INSPECTION AND AUDIT. Metricom shall be entitled, at its sole expense, upon reasonable request and during normal business hours to witness testing and manufacturing of the Modem at Novatel's facilities and to audit Novatel's conformance with the Specification conformance test procedures upon reasonable written notice. Such notice to exceed 72 hours and inspections not to exceed five business days. Metricom personnel, in conducting such inspections for audits, shall be bound by the confidentiality provisions set forth herein.

18. MISCELLANEOUS PROVISIONS.

18.1 RELATIONSHIP OF THE PARTIES. Neither party is, nor will be deemed to be, an agent or legal representative of the other party for any purpose. Neither party will be entitled to enter into any contracts in the name of or on behalf of the other party, and neither party will be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so. No party will incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided herein.

18.2 ASSIGNMENT. Except as otherwise provided herein, neither this Agreement nor any interest hereunder will be assignable in part or in whole by either party without the prior written consent of the other; provided, however, that Metricom may assign this Agreement to its Designee(s). This Agreement will be binding upon the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of such party's successor's and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment which is not in accordance with this Section will be void.

18.3 the disclosing party will obtain prior agreement from its employees, agents or consultants to whom disclosure is to be made to hold in confidence and not make use of such information for

18.4 FORCE MAJEURE. Neither party will be liable to the other for loss or damages or will have any right to terminate this Agreement for any default or delay attributable to any fire, floods, earthquake, embargo, war, act of war (whether declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or act, omission or delay in acting by any governmental authority other than those regulatory agencies from whom approval or certification must be obtained or the other party, if the party affected gives prompt notice of any such cause to the other party. The party giving such notice will thereupon be excused from such of its obligations hereunder as it is thereby disabled from performing for so long as it is so disabled and for 30 days thereafter; provided, however, that such affected party commences and continues to take reasonable and diligent actions to cure such cause.

18.5 GOVERNING LAW AND VENUE. This Agreement is made in accordance with and shall be governed and construed in accordance with the laws of the State of California, without regard to conflicts of laws rules. All disputes arising hereunder not resolved amicably by discussions between the appropriate representatives of the parties shall be adjudicated in the state and federal courts having jurisdiction over disputes arising in Santa Clara County, California, and Novatel hereby consents to the jurisdiction of such courts. The official language of this Agreement is English.

18.6 COMPLIANCE WITH LAWS AND REGULATIONS. Each party agrees that it will comply with all federal, state and local laws and regulations in force as of the Effective Date.

18.7 EXPORT CONTROL. The parties acknowledge that the manufacture and sale of the Modem is subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, as amended, and hereby agree to obey any and all such laws. The parties agree not to take any actions that would cause either party to violate the U.S. Foreign Corrupt Practices Act of 1977, as amended.

18.8 NOTICES. All notices and other communications hereunder will be in writing and will be deemed given if delivered personally or by facsimile transmission (receipt verified), telexed or sent by express courier service, to the parties at the following addresses (or at such other address for a party as will be specified by like notice; provided, that notices of a change or address will be effective only upon receipt thereof): If to Metricom, addressed to:

Metricom, Inc.
980 University Avenue
Los Gatos, CA 95030

if to Novatel, addressed to:

Novatel Wireless, Inc.
9380 Towne Centre
Suite 110
San Diego, CA 92121

18.9 AMENDMENT. No amendment, modification or supplement of any provision of the Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of each party.

18.10 WAIVER. No provision of the Agreement unless such provision otherwise provides will be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party.

18.11 SEVERABILITY. Whenever possible, each provision of the Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of the Agreement.

18.12 HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.

18.13 PARTIES ADVISED BY COUNSEL. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self interest. In addition, each party has been represented by legal counsel. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties, and this Agreement shall not be interpreted or construed against any party to this Agreement because that party or any attorney or representative for that party drafted this Agreement or participated in the drafting of this Agreement.

18.14 ENTIRE ASSIGNMENT OF THE PARTIES. The Agreement and the Development Agreement will constitute and contain the complete, final and exclusive understanding and agreement of the parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether oral or written, between the parties respecting the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, including the Exhibits attached hereto and incorporated herein by reference, as of the Effective Date.

METRICOM, INC.

NOVATEL WIRELESS, INC.

/s/

/s/

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

NOVATEL KNOW-HOW, PATENTS AND TECHNOLOGY

NONE

EXHIBIT B

PATENTS

METRICOM PATENTS

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EXHIBIT C

NETWORK SPECIFICATIONS

To be provided within thirty (30) days from the execution of this Agreement.

EXHIBIT D

METRICOM SPECIFICATIONS

GUARANTEED VOLUME MODEMS PERFORMANCE AND USAGE SPECIFICATION

1. SUMMARY OF FEATURES

2. PRODUCT REQUIREMENTS

The high level requirements for this product are listed below.

2.2. PHYSICAL CHARACTERISTICS

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The antenna shall protrude no further than 1" from the side of the attached computer and have an extended length of no more than 6".

2.3. EXTERNAL MATERIAL

2.4. COLOR

2.5. BRAND IDENTIFICATION

2.6. STRUCTURAL INTEGRITY

2.7. MOUNTING AND ATTACHMENT TO OTHER DEVICES

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2.8. ANTENNA ATTRIBUTES

2.9. COMMUNICATION I/O PORT

2.10. IN-BOX MATERIAL

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3. USABILITY

3.1. INSTALLATION

3.2. USER INTERFACE

4. FUNCTIONALITY

4.1. OPERATING LIFE/POWER REQUIREMENTS

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4.2 COMPATIBILITY

4.3. SOFTWARE/FIRMWARE

5. ACCESSORIES

6. COMPATIBILITY

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6.2. OPERATING SYSTEMS

6.3 USER APPLICATIONS

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EXHIBIT E

INITIAL FORECAST AND DELIVERY SCHEDULE

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Changes may be made to the Forecast and Delivery Schedule in accordance with Section 7.3 of this Agreement.

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EXHIBIT F

PRICE

The parties acknowledge and agree that the prices of the initial design Modems shall be as follows:

***	***
***	***
***	***
***	***

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EXHIBIT G

TRADEMARKS

Metricom(R)

Ricochet(R)

Metricom design logo

Ricochet design logo

EXHIBIT H

METRICOM CORPORATE STYLE GUIDE

To be provided within thirty (30) days from execution of the Agreement.

EXHIBIT I

TECHNICAL SUPPORT LEVEL DEFINITIONS AND ESCALATION PROCESS

I. DEFINITIONS

LEVEL I TECHNICAL SUPPORT:

Level I Technical Support receives Customer calls and answers routine inquires and frequently asked questions related to the basic operation of the hardware and software, functionality, interoperability and capabilities of the Modem using available tools, documentation, test equipment and other materials provided by Novatel.

LEVEL II TECHNICAL SUPPORT:

Level II Technical Support shall be provided by Novatel support and engineering staff and includes, but is not limited to, providing assistance in resolving any outstanding Level I Support issues and questions. Level II Technical Support shall be provided directly to Level I Technical support personnel and Level I Technical Support personnel shall have direct access to designated support staff within the Novatel support organization for this purpose.

LEVEL III TECHNICAL SUPPORT:

Level III Technical Support shall be provided by Novatel support and engineering staff and includes, but is not limited to, resolution of any issues that cannot or have not been satisfactorily resolved by Level I and Level II Support personnel and any problems with the engineering or manufacturing of the Modem.

II. ESCALATION PROCESS:

Support issues related to the engineering or manufacturing of the Modem shall immediately be escalated to Level III Technical Support

Level I Technical Support issues that are not resolved to Customer's satisfaction will be forwarded to Level II Technical Support for further investigation and resolution.

Level I Technical Support may refer a Customer directly to Novatel for Level II and Level III Technical Support upon approval from Novatel.

Level II Technical Support issues that remain unresolved after *** from the initial notification by Level I Technical Support of the problem, or problems that are flagged as sensitive or mission critical, shall be escalated to Level III Technical Support for final resolution.

Novatel shall provide prompt written explanation to Metricom or its Designee of the problem, known symptoms, possible causes, and expected time of resolution for any Level III Support issue that remains unresolved longer than *** after escalation to Level

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SUPPLY AGREEMENT

This Supply Agreement ("Agreement") is being entered into and is effective as of August 12, 1999 (the "Effective Date"), by and between NOVATEL WIRELESS, INC., a Delaware corporation ("Novatel" or "Seller"), having its principal place of business at 9360 Towne Centre Drive, San Diego, California and OPENSKY CORPORATION, a Delaware corporation ("OpenSky" or "Buyer"), having its principal place of business at 471 Emerson Street, Suite 200, Palo Alto, California.

WHEREAS, Seller is engaged in, among other things, the development and manufacture of the Minstrel III(TM) wireless modem cradle ("Minstrel III") and the Minstrel V(TM) wireless modem cradle ("Minstrel V"), for the Palm III and Palm V connected organizers, respectively (the Minstrel III and the Minstrel V are referred to herein collectively as the "Modems");

WHEREAS, Buyer desires to purchase certain quantities of such Modems from Seller, and Seller is willing to supply such quantities of such Modems to Buyer, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, the parties agree as follows:

1. SALE AND PURCHASE OF PRODUCTS.

1.1 Sale and Purchase. Buyer shall purchase from Seller, and Seller shall supply to Buyer, an aggregate of 100,000 Modems pursuant to the schedule of payment and delivery in Annex A, for an 22,770,000, subject to any adjustments to the Mix (as described in Section 1.3) made in accordance with Section 1.3 hereof.

1.2 Payments. Buyer shall make payments due to Seller for Deliverable Items either directly to Seller or to such bank as Seller may designate in writing. Payments for Modems shall be due and payable in full, in cash, by Buyer thirty (30) days prior to each scheduled delivery of Modems into Seller's Distribution Facility in San Diego, California (the "Novatel Distribution Facility"). Each delivery of specification compliant Modems in accordance with Annex D for which a pre-payment by Buyer has been received may not be canceled. Payments for Deliverable Items (other than Modems), shall be due and payable in full, in cash, by Buyer within thirty (30) days following the date of shipment to end-users on behalf of Buyer. For purposes of this Agreement, "Deliverable Items" shall mean any item, or parts thereof, that Seller is obligated to provide under this Agreement including but not limited to Modems, documentation, know-how and information. Payment for shipping and configuration and activation shall be due and payable in full, in cash, as set forth in Sections 1.8 and 2.1, respectively.

1.3 Prices and Mix. The Modems shall be supplied to Buyer at a price per unit equal to \$218.50 for the Minstrel III and \$230.00 for the Minstrel V. Pricing is based on 100,000 units to be purchased during the term of this Agreement. During the term of this Agreement, unless changed in accordance with this Section 1.3, the number of each type of Modem to be purchased in each delivery and in the aggregate under this Agreement shall be 80%

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Minstrel V and 20% Minstrel III (the "Mix"). Buyer may change the Mix (i) by 10% upon 30-days' advance written notice to Seller; (ii) by 30% upon 60-days' advance written notice to Seller or (iii) in its entirety upon 90-days' advance written notice to Seller. Buyer may change the delivery schedule set forth on Annex A as to the total monthly quantity of Modems shipped upon sixty (60) days prior written notice to Seller; provided, however, that (i) any increase in the monthly quantity of Modems shall not exceed 20% of the monthly quantity of Modems set forth on Annex A for the relevant month; (ii) any decrease in the monthly quantity of Modems shall not exceed 30% of the monthly quantity of Modems set forth on Annex A for the relevant month and (iii) the total quantity of Modems purchased under this Agreement shall remain unchanged. If Buyer reduces the monthly quantity of Modems during the Exclusivity Period pursuant to the previous sentence, then notwithstanding anything to the contrary in this Agreement, the exclusivity provided for in Section 1.9 shall not apply with respect to the number of Modems by which such monthly quantity of Modems was so reduced.

1.4 Advance. The parties hereto acknowledge and agree that in order to ensure the prompt availability of the Modems of the initial scheduled delivery hereunder as provided in Annex A, Seller must make an initial commitment to its suppliers of components. On the dates set forth below, Buyer shall advance an aggregate amount of \$3,780,000 (the "Advance") to Seller in cash against future payments to be made by Seller on deliveries purchased. Deliveries made after November 1, 1999 under this Agreement, for the specific purpose of facilitating the procurement of components as follows:

Date of Buyer's Advance	Amount of Buyer's Advance
August 3, 1999	\$2,520,000 (40K units at \$63 per unit)
October 15, 1999	\$1,260,000 (27K units at \$63 per unit)

All deliveries of modems made after November 1, 1999 pursuant to this Agreement shall be invoiced at the actual prices provided in Section 1.2 above minus \$63 per modem until the advance is fully recovered by Buyer.

1.5 Accessories. During the Shipping Period (as defined in Section 1.8 below), Seller shall hold for Buyer 1,000 Minstrel III batteries in reserve inventory and shall make available accessories for the Modems at such prices listed in Annex B.

1.6 Acceptance Criteria. The Modems shall be run through an acceptance test prior to delivery. The acceptance test will be based on an agreed to statistical sampling of the Modems and will demonstrate that the Modems meet all of the Product Specifications outlined in Annex D. If there is a statistical failure rate of greater than *** for any Product Specifications, then every modem shall be tested prior to acceptance by Buyer. Seller shall provide Buyer notice of when acceptance test will be performed. Buyer shall have the right to witness each such test. Upon completion of the acceptance test, Seller shall provide Buyer with the results of such test and Buyer shall indicate acceptance by signing the acceptance test documentation.

1.7 Delivery and Title. The Modems sold to Buyer shall be delivered to the Novatel Distribution Facility in accordance to the delivery schedule set forth in Annex A. Title and risk of loss in the Modems shall transfer to Buyer at such time as Seller ships the Modems to

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an end-user on behalf of Buyer or to a third party distributor on behalf of Buyer. Seller shall warehouse the inventory on behalf of Buyer and ship to end-users the Modems on behalf of Buyer from the Novatel Distribution Facility in accordance with Section 1.8 below. Subject to Section 8 below, all Modems shipped to Buyer or to the end-users on behalf of Buyer shall be non-returnable.

1.8 Shipping.

1.8.1 From the period beginning November 1, 1999 and ending March 1, 2000 (the "Shipping Period") Seller shall make shipments FOB Destination of the Modems to end-users on behalf of Buyer. In each case, Buyer shall provide to Seller in writing, by electronic transmission or any other mode of communication as set forth in Section 13.11, such information as is necessary to complete the requested shipment, including without limitation, the address or location of shipment, the number and type of Modem to be shipped and the type of shipment to be utilized pursuant to Section 1.8.2 below. Seller shall arrange for the requested shipment FOB Destination within a 24-hour period from receipt by Seller of Buyer's shipment request pursuant to this Section 1.8.1.

1.8.2 During the Shipment Period, Seller shall arrange, in coordination with Buyer, for the air carrier insurance and freight from the Novatel Distribution Facility to end-users on behalf of Buyer, and the CIF cost shall be borne by Buyer directly. Seller shall provide three (3) shipment options to Buyer: (i) overnight delivery; (ii) 2-day delivery or (iii) ground delivery; and for which Buyer shall pay Seller, in cash, fees for shipment of the Modems pursuant to this Section 1.8.2. As additional shipping options and volume discounts become available, the fees for shipment paid by Buyer to Seller may be agreed upon on a case by case basis by Buyer and Seller. Seller shall deliver monthly invoices to Buyer for the costs and fees in connection with the shipment of the Modems made to end-users on behalf of Buyer. In addition to such other amounts as may be due hereunder, Buyer shall pay Seller in full, in cash, for Seller's costs and fees for such shipments within thirty (30) days following the date of delivery of such invoice to Buyer pursuant to this Section 1.8.2.

1.9 Exclusivity. The Minstrel V shall be made available for sale and purchase exclusively to Buyer for the Exclusivity Period. The "Exclusivity Period" means the four-month period commencing as of the later of (i) such date Seller has delivered 18,000 Minstrel V units in accordance with this Agreement on account of Buyer to the Novatel Distribution Facility or (ii) November 30, 1999. In the event that Seller's delivery of field trial Minstrel V Modems is not made prior to September 30, 1999 or Seller retrofits Modems pursuant to Section 1.17 or Section 5 hereof, then (i) the initial delivery of Modems into the Novatel Distribution Facility shall be due on December 31, 1999; (ii) each subsequent delivery date on Annex A shall be adjusted accordingly; and (iii) the Exclusivity Period will begin on such date Seller has delivered 18,000 Minstrel V units in accordance with this Agreement to the Novatel Distribution Facility.

1.10 Warranties. Acceptance of a Modem shall not relieve Seller from its obligations thereunder with respect to warranties under Section 8 below.

1.11 Title; Risk of Loss. Title to Deliverable Items covered by this Agreement shall pass to Buyer and risk of loss of or damage to Deliverable Items shall be assumed by

Buyer, at such time Seller ships the Deliverable Items to an end-user on behalf of Buyer or to a third party distributor on behalf of Buyer.

1.12 Taxes. The prices of all Modems and Deliverable Items hereunder include all taxes, duties and excises which are directly imposed on the Modems or Deliverable Items. Notwithstanding the foregoing, Buyer shall bear the responsibility for any taxes or duties imposed on Deliverable Items in any other country or state of destination, including without limitation, taxes imposed on the sale by Buyer of a product that includes Seller products.

1.13 Adverse Results; Government Action. Each party agrees to promptly notify the other party of any adverse or unexpected results or any actual or potential government action relevant to a Modem of which it becomes aware.

1.14 Invoices; Errors. Invoices shall be submitted by Seller in duplicate (original and one copy) for each delivery of Deliverable Items (other than Modems) and will enclose as an integral part thereof documentary proof of delivery of such Deliverable Items, according to commercially accepted standards for exports.

1.15 Additional Supply. Beginning after completion of delivery of 100,000 Modems and for a period of one (1) year. The first option of available allocation granted to Buyer under this Section 1.15 shall be on such terms and conditions and at such price as mutually agreed upon between the parties hereto or as then in effect pursuant to future Modem supply agreements entered into between Buyer and Seller but at no greater price than Seller would offer to any other similar buyer for the same Modem on similar volume and other terms.

1.16 Schedule. If Seller fails to deliver the Modems to the Novatel Distribution Facility as scheduled in Annex A and Buyer waives the delay, Annex A shall be adjusted by changing the dates in Annex A by an equivalent number of days. For example, a thirty (30) day delay in delivery will cause a thirty (30) day delay in every subsequent delivery requirement pursuant to Annex A. If Seller is only able to deliver a portion of the Modems as scheduled, then the remaining portion shall be delivered fifteen (15) days after the final delivery pursuant to Annex A. Any prepayment in accordance with Section 1.2 for undelivered Modems shall be applied to the prepayment for the next scheduled delivery of Modems. In the event the Modems are not delivered for field trial by September 30, 1999 pursuant to Section 1.17 below then the delivery schedule on Annex A will be adjusted so that the initial delivery shall be due on December 31, 1999 and each subsequent delivery on Annex A shall be adjusted accordingly.

1.17 Field Trials. Seller will deliver Modems for Buyer to conduct field trials on or prior to September 30, 1999. If the Modems have mechanical or electrical failures in excess of *** during Buyer field trial then Seller shall immediately stop delivery of Modems to the Novatel Distribution Facility. Seller shall make the necessary changes to rectify the identified failures and all previously delivered Modems shall be retrofitted to meet the specification configuration.

2. CONFIGURATION AND ACTIVATION; TRADEMARKS.

2.1 Configuration and Activation.

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.1.1 Seller shall configure and activate each Modem on behalf of Buyer. Buyer shall provide shipping, configuration and activation instructions in writing, by electronic transmission or any other mode of communication as set forth in Section 13.11, to Seller for each Modem to be shipped on behalf of Buyer. In addition to such other amounts as may be due hereunder, Buyer shall pay Seller a fee equal to \$8.00 for each Modem unit activated. Seller shall deliver a monthly invoices to Buyer stating the aggregate activation fees due and payable in connection with the activation of the units. Buyer shall pay such fee in full, in cash, within thirty (30) days following the delivery date of such invoice to Buyer.

2.1.2 The parties agree that all Modem units shipped to end-users on behalf of Buyer shall be activated by Seller in accordance with this Section 2 and in consideration of the fee set forth in Section 2.1.1 hereof. In activating the Modems, Seller shall undertake the following steps:

- Unpack Minstrel Cradle
- Plug into AC power source
- Attach pre-configured Palm test unit
- Run "Modem Manager" software
- Program Modem parameters and confirm registration
- Send Test Packet
- Repackage Minstrel in retain box, including activation/IP documentation

2.1.3 Each Modem shall be shipped to an end-user on behalf of Buyer with a joint branding configuration consisting of the word "Novatel Wireless" on the back of the Modem and such name as may be designated by Buyer in writing, by electronic transmission or any other mode of communication as set forth in Section 13.11 on the front of the Modem. Such branding configuration shall extend to the Modem, user documentation and retail packaging. All Modems will be packaged according to standards of trade generally applicable to similar products shipped on a global basis.

2.2 Seller's Trademarks. Buyer shall not use the trademark "Novatel" or "Novatel Wireless" or any other trademark owned or used by Seller or any mark confusingly similar thereto without the prior written consent of Seller in each.

2.2.1 Buyer acknowledges Seller's sole ownership and exclusive right, title and interest in and to the use of each of its trademarks, and that any use of any of the trademarks of Seller will inure solely to the benefit of Seller. Buyer shall not at any time, either during the term hereof or at any time thereafter, directly contest, or aid others in contesting, or do anything which might impair the validity of, any or all of Seller's trademarks or the exclusive ownership thereof by Seller. Buyer shall not acquire any right to or under any of Seller's trademarks. If any such rights should become vested in Buyer by operation of law or otherwise, Buyer agrees it will immediately assign any and all such rights to Seller. Nothing contained herein in any way limit Seller's rights under its patents or licensing agreements nor grant Buyer any rights under such patents or licensing agreements.

2.3 Buyer's Trademarks.

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.3.1 Seller shall use the trademarks of Buyer only on or in connection with the terms of Section 2.1 hereof and shall not use any marks confusingly similar to Buyer's trademarks on any other goods.

2.3.2 Seller acknowledges Buyer's sole ownership and exclusive right, title and interest in and to the use of each of its trademarks, and that any use of any of the trademarks of Buyer will inure solely to the benefit of Buyer. Seller shall not at any time, either during the term hereof or at any time thereafter, directly contest, or aid others in contesting, or do anything which might impair the validity of, any or all of Buyer's trademarks or the exclusive ownership thereof by Buyer. Seller shall not acquire any right to or under any of Buyer's trademarks. If any such rights should become vested in Seller by operation of law or otherwise, Seller agrees it will immediately assign any and all such rights to Buyer. Nothing contained herein in any way limit Buyer's rights under its patents or licensing agreements nor grant Seller any rights under such patents or licensing agreements.

3. KNOW-HOW AND SUPPORT.

Seller shall provide Level II and Level III Technical Support (as described in Annex C), and training to Buyer's designated service technicians to enable Buyer to provide Level I Support and engineering support at Buyer's facilities to enable Buyer to support the Modems, including the details of modem functionality and design required for detection and correction of bugs or failures. The parties hereto acknowledge and agree that Seller shall not provide direct end-user support to any end-user on its own behalf or on behalf of Buyer (Level I Technical Support). Seller will provide technical support during the term of this Agreement in accordance with the terms of this Agreement for so long as Buyer does not request any change in Seller's specifications of the Modems as set forth in Annex D (the "Product Specifications").

4. AUDIT.

During the term of this Agreement, Seller shall maintain separate, complete and accurate accounting records, in a form in accordance with generally accepted accounting principles, to substantiate Seller's invoices hereunder. Buyer, or any other person designated by it, reserves the right during the term of this Agreement to audit and review, with reasonable notice to Seller, Seller's books and records pertaining to such invoices to substantiate the invoices delivered in connection with this Agreement. Seller shall preserve such books and records for this purpose for a period of seven (7) years from the receipt of last payment from Buyer. Buyer shall have the right to visit the Novatel Distribution Facility to take a physical inventory of Modems that have been delivered in accordance with Section 1.7.

5. REPRESENTATION AND WARRANTY.

Seller represents and warrants that no Federal Trade Commission certification of CDPD carrier certification is required for the Modems. If either certification becomes necessary for the sale of the Modems, Seller shall immediately stop delivery of the Modems to the Novatel Distribution Facility. Seller shall make the necessary changes to certify the Modems and all previously delivered Modems shall be retrofitted to meet the certified configuration.

6. INSURANCE.

Seller shall maintain sufficient general liability insurance for the Novatel Distribution Facility to cover the Modems stored at the site.

7. TERM; TERMINATION; RIGHTS AND OBLIGATIONS UPON TERMINATION.

7.1 Except as otherwise provided for herein, the term of this Agreement shall be for the period commencing on the Effective Date and ending on April 1, 2000, unless terminated earlier by either party pursuant to the provisions of this Section 7 or extended by mutual written agreement of the parties.

7.2 Notwithstanding the foregoing, the following provisions shall continue in effect after termination of this Agreement in accordance with their terms:

(a) All payment provisions, and any payment due at the time of termination shall be paid in accordance with the terms of this Agreement.

(b) All warranties specified in the Agreement.

(c) All Patent Indemnity obligations.

(d) Section 1.14 (Additional Supply).

(e) Sections 2.2 and 2.3 (Trademarks).

(f) Section 7.6 (Commitment Termination Event).

(g) Section 11.3 (Spare Parts).

(h) Sections 13.1 and 13.2 (Confidentiality and

Advertising).

(i) Section 13.3 (Confidential Information).

(j) Section 13.8 (Applicable Law), which shall govern any dispute between the parties under the Agreement that may subsequently arise.

7.3 Buyer's Right to Terminate. Buyer shall have the right, by providing Seller with thirty (30) days' prior written notice, to terminate this Agreement upon the occurrence of any of the following events, any one of which shall be considered a "Seller Default:"

(a) Seller discontinues the Modems;

(b) Seller is adjudged bankrupt;

(c) Seller files a voluntary petition in bankruptcy or liquidation or for the appointment of a receiver;

(d) Filing of an involuntary petition to have Seller declared bankrupt, or subject to receivership, provided that such petition is not vacated or set aside within ninety (90) days from the date of filing;

(e) The execution by Seller of any assignment for the benefit of creditors; or

(f) Seller breaches any material provision of this Agreement and fails to cure such material breach within thirty (30) days from receipt of written notice describing the breach.

7.4 Seller's Right to Terminate. Seller shall have the right, by providing Buyer with written notice, to immediately terminate this Agreement upon the occurrence of any of the following events, any one of which shall be considered a "Buyer Default:"

(a) Buyer fails to make payments as provided in this Agreement, unless such failure is cured within thirty (30) days from receipt of written demand for such payment. Any late payments shall bear interest at the annual rate of LIBOR plus 2%;

(b) Buyer is adjudged bankrupt;

(c) Buyer files a voluntary petition in bankruptcy or liquidation or for the appointment of a receiver;

(d) Filing of an involuntary petition to have Buyer declared bankrupt, or subject to receivership, provided that such petition is not vacated or set aside within ninety (90) days from the date of filing;

(e) The execution by Buyer of any assignment for the benefit of creditors; or

(f) Buyer breaches any material provision of this Agreement and fails to cure such material breach within thirty (30) days from receipt of written notice describing the breach.

7.5 Remedy Upon Seller Default. In the event that this Agreement is terminated pursuant to Section 7.3 above, Buyer shall have the right to exercise any and all rights surviving such termination pursuant to Section 7.2.

7.6 Commitment Termination Event. In the event of a Commitment Termination Event, Buyer shall, as soon as practicable and in no event later than five (5) days after the occurrence of such Commitment Termination Event, pay Seller, in cash an amount equal to twenty percent (20%) of the aggregate amount which otherwise would have been owed to Seller under this Agreement had the Commitment Termination Event not occurred and Seller fully performed its obligations under this Agreement less any pre-payment made for undelivered Modems in accordance with Section 1.2. "Commitment Termination Event" means (i) the failure by Buyer to purchase Modems in the amounts set forth in Section 1.1 ("Sale and Purchase") hereof pursuant to the schedule of payment and delivery set forth in Annex A (giving effect to any adjustments made in accordance with Section 1.3 hereof); (ii) termination of this Agreement by Buyer for any reason whatsoever other than pursuant to a breach by Seller of the provisions of Section 8.1 hereof (Product Warranty) or failure by Seller to make the scheduled deliveries in accordance with Section 1.7 hereof; (iii) any breach by Buyer

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of any representation, covenant or agreement on the part of Buyer set forth in this Agreement or (iv) Buyer's use of another CDPD modem vendor for the Palm III and Palm V during the term of this Agreement.

8. PRODUCT WARRANTY.

8.1 Product Warranty. The following Sections 8.1 through 8.6 refer only to Product Warranty.

(a) Seller warrants (i) that all Modems, including components thereof, to be delivered hereunder, will conform to the Product Specifications, be free from defects in material and workmanship and (ii) that the "Modem Manager" software installed pursuant to Section 2.1 hereof shall be free from errors which materially affect performance. The foregoing warranty is given provided Buyer gives written notice of any defect, deficiency or non-conformance of any Modem, or parts thereof, within: (i) twelve (12) months from the shipment date to the end-user, or (ii) fifteen (15) months from the date the Modems are delivered to Buyer at the Novatel Distribution Facility (the "Warranty Period"). Seller shall, at no cost to Buyer, and within the "Turn-Around Time" as defined in Section 8.2(a) below, repair or furnish replacements for all such defective, deficient or non-conforming items or parts thereof; provided, however, the Modems have been maintained in accordance with Seller's specifications and have not been modified by any party other than Seller except as expressly permitted by Seller in writing.

(b) The foregoing warranties do not extend to:

(i) defects, errors or nonconformities in a Modem due to accident, abuse, misuse or negligent use of such Modem or use in other than a normal and customary manner, environmental conditions not conforming to Seller's specifications, or failure to follow prescribed operating maintenance procedures;

(ii) defects, errors or nonconformities in the Modem due to modifications, alterations, additions or changes in the Modem not made or authorized to be made by Seller in writing;

(iii) normal wear and tear; or

(iv) damage caused by force of nature or act of any third party.

8.2 Turn-Around Time.

(a) "Turn-Around Time" for the purposes of this Section 8 means fifteen (15) days from the date on which such defective item, or defective or non-conforming part thereof, is furnished to Seller, for repair or replacement until the date on which such replaced or repaired item is returned to Buyer.

(b) Seller shall bear air shipment costs of the deficient, repaired or replaced item as well as the risk or loss or damage to the item or its replacement throughout the period between the shipment of the defective item and the receipt of the repaired or replaced

item. Repaired or replaced items shall be subject to the warranty provided on the original Modem only (the time during which Seller repairs or replaces the item shall not be considered as part of the Warranty Period), in accordance with this Section 8. Notwithstanding the foregoing, Buyer shall bear all expenses if no fault on the part of Seller was found in the items returned for repair or replacement.

8.3 Extended Warranty. In the event Buyer elects to offer an extended warranty, Buyer may, up to one (1) year after an order is received from an end-user, extend the Warranty Period at a cost of \$5 per Modem per year. Discounts in the cost of such extension of warranty may be negotiated between Seller and Buyer, based on the number of the Modems on which Buyer elects to extend the Warranty Period.

8.4 Inspection; Acceptance. This warranty shall survive inspection, acceptance or payments by Buyer and is provided for the sole and exclusive benefit of Buyer and shall not extend to any third party, including without limitation, any reseller or end-user.

8.5 Exclusive Remedy. The warranty granted in this Section 8 sets forth Buyer's sole and exclusive remedy and Seller's sole and exclusive liability for any claim of warranty for any product delivered by Seller.

8.6 No Authority. Buyer acknowledges that it is not authorized to make any warranty or representation on behalf of Seller or its suppliers regarding the Modems, whether express or implied, other than the warranty terms set forth in this Section 8.

8.7 No Other Warranty. THE WARRANTY MADE UNDER THIS SECTION 8 IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. PATENT INDEMNITY.

9.1 Patent Indemnity. Seller shall, at its sole cost and expense, indemnify, defend and hold Buyer harmless from and against any claims, demands, liability or suit, including costs and expenses, for or by reason of any actual or alleged infringement of any third party patent, trademark or copyright resulting from the design, development, manufacture, use, sale or disposal of any Modem or Deliverable Items furnished hereunder. Buyer shall promptly notify Seller in writing of any such infringement claim after Buyer becomes aware of such claim, and shall provide Seller with such assistance and cooperation as Seller may reasonably request from time to time in connection with the defense thereof. In the event Buyer determines that Seller is unable or unwilling to defend the claim, Buyer may assume control of the defense of any infringement claim; provided that under such circumstances Buyer shall bear all costs of such defense (but not of any consequent judgment or liability). If any settlement requires an affirmative obligation of, results in any ongoing liability to, or prejudices or detrimentally impacts in any way, Buyer, then such settlement shall require Buyer's written consent.

9.2 Right to Substitute. Should Buyer be prevented as a result of such claims, actions or suits regarding infringement, from utilizing the Modems or Deliverable Items in

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question, or if Seller believes such a claim is likely, then Seller shall, at Seller's expense, either substitute an equivalent non-infringing item, or modify the item so that same no longer infringes but remains equivalent, or obtain (at its own expense) for Buyer the right to continue use of the item in accordance with the terms of this Agreement.

9.3 Procedure. Seller's obligation to indemnify will be subject to the following terms and conditions:

(a) The obligation will arise only if Seller receives prompt written notice of the infringement claim.

(b) The obligation will not cover any claim that the Modems infringe any third party's rights only as used in combination with any software or hardware not supplied by Seller, if that claim could have been avoided by the use of the Modems in combination with equivalent other available software or hardware.

10. LIMITATION OF LIABILITY.

SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST REVENUES OR PROFITS) OF ANY KIND DUE TO ANY CAUSE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

11. POST WARRANTY OBLIGATIONS.

11.1 Support. Seller agrees that for the term of this Agreement, plus the Warranty Period, it will retain a staff of technical personnel in connection with the design, manufacture and trouble-shooting of the Modems and Deliverable Items supplied under this Agreement. This staff will be available to render technical assistance to Buyer upon Buyer's reasonable request regarding the Modems or a Deliverable Item and will provide such assistance as may be reasonably required to support systems integration, system debug, basic parameter changes in the Modems, modification of the Modems, upgrades in the Modems, and customer and production support in accordance with the provisions of Section 6.

11.2 Repair. During the term of this Agreement, in the event that Buyer requires repair of the Modems, or any part thereof, after the date of completion of Seller's warranty obligations under this Agreement, Seller will perform such repairs on terms at and prices in accordance with its standard support and maintenance fees, or at a fair and reasonable prices if standard fees have not been set.

11.3 Spare Parts. Seller undertakes, for a period of five years after the completion Seller's warranty obligations under this Agreement, to supply Buyer with spare parts for the Modems and the Deliverable Items as Buyer may reasonably request from time to time, at prices that are fair and reasonable, considering prevailing market prices at the time said items are ordered.

12. FORCE MAJEURE.

12.1 Events of Force Majeure. Neither party shall be liable for a default or delay in the performance under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by (i) fire, flood, natural disturbances or other acts of God; (ii) any outbreak or escalation of hostilities, war, civil commotion, riot or insurrection; (iii) any act or omission of the other party or any governmental authority or (iv) any other similar causes beyond the control of such party that arise without the fault or negligence of such party. Any delay resulting from such events shall be referred to herein as a "Force Majeure," shall not constitute a default by such party under this Agreement and shall entitle the delayed party to a corresponding extension of its delayed obligation. The party whose performance will be delayed by such events will use its best efforts to notify the other party within three (3) days after delayed party becomes aware of such event, as well as the cessation thereof.

12.2 Subcontractor's Default. Any delays in performance by Seller's subcontractors or suppliers shall be deemed excusable delays with respect to Seller only if (i) such subcontractor's non-performance is caused by Force Majeure and (ii) Seller could not have obtained the supplies or services of such subcontractor from other sources in sufficient time and on customary terms to prevent interruption of Seller's performance of this Agreement.

12.3 Termination.

(a) If Force Majeure results in a delay to make any scheduled delivery under this Agreement by more than sixty (60) days, Buyer may terminate this Agreement in whole or in part and such termination shall not be deemed a breach of this Agreement.

(b) If Buyer does not terminate within such sixty (60) day period, and the Force Majeure prevails for further forty-five (45) days, Buyer may terminate this Agreement, but it shall have no right to claim damages from Seller for breach of the Agreement. The foregoing expresses Buyer's sole remedy and Seller's sole liability for such termination resulting from Force Majeure.

13. MISCELLANEOUS.

13.1 Confidentiality of Agreement; Permitted Disclosures. Throughout the term of this Agreement, each party agrees that the terms of this Agreement shall be kept confidential. No disclosure of the identity of Buyer's customers or end-users or other information concerning this Agreement shall be released by Seller without the prior written consent of Buyer except (i) in Seller's or Buyer's communication with its respective shareholders, investors or potential investors, and (ii) as to such advertising or other marketing in which Seller may engage in the ordinary course of business.

13.2 Required Disclosures; Advertising. Notwithstanding Section 13.1 above:

(a) Each party may divulge information hereunder as is reasonably required for the performance of the Agreement or as is required by law; and

(b) Each party shall have the right to list the other party as a customer or supplier (as the case may be) in its advertising material.

13.3 Confidential Information.

(a) In performance of this Agreement, it may be necessary or desirable for either party to disclose to the other certain business and/or technical information which the disclosing party regards as proprietary and confidential (the "Confidential Information"). Any Confidential Information disclosed shall be reduced to writing and provided to the other party within twenty (20) days after it was first disclosed. Each of the parties hereto agree that it shall (i) not make use of or disclose the Confidential Information for any purpose whatsoever at any time, other than for the purposes of this Agreement and (ii) limit access to the Confidential Information of the other party to its employees who shall be advised of and agree to be subject to the terms of this Section 13.3.

(b) Nothing herein shall be construed as granting to either party, by implication, estoppel or otherwise, any right, title or interest in, or any license under, any patent or Confidential Information.

(c) Items shall not be considered Confidential Information if such information was (i) available to the public other than by a breach of an agreement with the disclosing party; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by one party without access to the Confidential Information of the other; (iv) known to the recipient at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided that other party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

13.4 Severability. If any provision of this Agreement shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

13.5 Assignment. Neither Seller nor Buyer may assign this Agreement in whole or in part, or any rights hereunder without the prior written consent of the other, except to (i) a wholly-owned subsidiary of such party, (ii) a successor in interest of all or substantially all of such party's assets or business or (iii) a bank trust company or other financial institution for money due or to become due under this Agreement. In the event of any assignment, the assigning party shall promptly supply the other party with two (2) copies of such assignment and, in the instance of an assignment pursuant to this Section 13.5, shall indicate on each invoice to whom payment is to be made. In the event of any assignment pursuant to this Section 13.5, the assigning party also shall provide a written guarantee by such party of the obligations assigned to such party's subsidiary.

13.6 Relations of the Parties. Nothing in this Agreement shall be construed as creating relationship of principal and agent or of employer and employee between the parties. Furthermore, nothing in this Agreement is intended to constitute, create, give effect to or otherwise contemplate a joint venture, partnership or formal business entity of any kind. The rights and obligations of the parties with respect to this Agreement shall not be construed as

providing for sharing of profits or losses arising out of the effort of either of the parties. The parties shall not incur any liability on behalf of the other.

13.7 Waiver. No waiver by either Seller or Buyer of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. No waiver or time extension given by either Seller or Buyer shall have effect unless made expressly and in writing.

13.8 Applicable Law. This Agreement and all matters regarding the interpretation and/or enforcement hereof, shall be governed exclusively by the law of the State of California without reference to its choice of law rules.

13.9 Arbitration. Any dispute arising out of or in connection with this Agreement, including any question regarding its breach, validity or termination, or the transactions contemplated hereby, including any dispute based in whole or in part on tort or other non-contractual principles of law, shall be fully and finally resolved and settled by arbitration under the Rules of the American Arbitration Association for Commercial Disputes (the "Rules") (as modified by this Section 13.9). The number of arbitrators shall be one (1) if all parties to the dispute agree on the arbitrator. If there is a disagreement on selection of a sole arbitrator, the number of arbitrators then shall be three (3), with the arbitrators to be appointed in accordance with the Rules from a panel of arbitrators in San Diego, California. The place of arbitration shall be San Diego, California or such other place as the parties to the dispute shall mutually agree upon in writing. The arbitration proceedings shall state the reasons for the award. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof, and shall be binding on the parties hereto. The costs of arbitration, including reasonable legal fees and costs, shall be borne by either or both of the parties in whatever proportion as the arbitrator or arbitrators may award. This Section 13.9 shall not apply to actions seeking enforcement of this Agreement to arbitrate or to enforce Section 2.2 ("Seller's Trademarks"), Section 2.3 ("Buyer's Trademarks"), Section 13.1 ("Confidentiality") or Section 13.3 ("Confidential Information") hereof or with respect to any request for provisional or interim relief brought prior to the appointment of an arbitrator.

The dispute resolution proceedings contemplated by this provision shall be as confidential and private as permitted by law. To that end, the parties shall not disclose the existence, content or results of any claims hereunder or proceedings conducted in accordance with this provision, and materials submitted in connection with such proceedings shall not be admissible in any other proceeding; provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitration award, and shall not bar disclosures required by law. The parties hereto agree that any decision or award resulting from proceedings in accordance with this dispute resolution provision shall have no preclusive effect in any other matter involving third parties.

13.10 Entire Agreement. This Agreement constitutes the entire agreement between the parties, supersedes and cancels any previous understandings or agreements between all the parties relating to the provisions hereof, and expresses the complete and final understanding of the parties in respect thereto. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by the parties.

13.11 Notices. Any notice contemplated by or made pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of delivery if delivered personally or by commercial overnight courier with tracking capabilities or by fax, or five (5) days after mailing if placed in the mail, postage prepaid, registered or certified mail, return receipt requested, addressed to Buyer or Seller (as the case may be) as follows:

Seller: Novatel Wireless, Inc.
9360 Towne Centre Drive
Suite 110
San Diego, CA 92121
Attn: Chief Executive Officer
Fax: (858) 784-0626

Buyer: OpenSky Corporation
471 Emerson Street, Suite 200
Palo Alto, CA 94301
Attn: Chief Executive Officer
Fax: (650) 561-9968

or such other address as each party may designate for itself by notice given in accordance with this Section 13.11.

13.12 Headings. The headings in this Agreement are for convenience only and shall not be regarded in the interpretation hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date written above.

SELLER: NOVATEL WIRELESS, INC.

By: /s/ BRUCE GRAY

Name: Bruce Gray
Title: Vice President -- Sales/Marketing

BUYER: OPENSKY CORPORATION

By: /s/ MICHAEL DOLBEC

Name: Michael Dolbec
Title: Vice President --
Business Development

SCHEDULE OF PAYMENT AND DELIVERY

** Buyer shall pre-pay in full for any forecasted bi-monthly quantity 30 days prior to delivery into the Novatel Distribution Center in San Diego California subject to Sections 1.2 and 1.4 of this Agreement.

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ANNEX B

ACCESSORY PRICING

	OPENSKY COST**	MSRP
Battery Pack	\$21.90	\$39.99
AC Adaptor	\$9.77	\$19.99
Car Adaptor	\$30.62	\$45.99
Stylus 3 Pack	\$5.99	\$9.99

ANNEX C

TECHNICAL SUPPORT

Technical Support for the Minstrel III and Minstrel V products delivered to OpenSky customers will be managed via a three-tier Technical Support infrastructure and process as follows:

LEVEL I TECHNICAL SUPPORT

Level I Technical Support will be provided by OpenSky to their direct and indirect customers. Level I Support is defined as calls* originating from OpenSky customers, resellers or distributors regarding Palm Products, OpenSky Service, Wireless Service Providers, Minstrel III or Minstrel V products including but not limited to pre and post sale inquiries concerning the basic operation of the hardware and software, functionality, interoperability and capabilities of those products and services.

For calls regarding the Minstrel III and Minstrel V products, OpenSky will make every attempt to answer customer questions and resolve issues using available tools, documentation, test equipment and other materials used to support the Minstrel III and Minstrel V products (see training section below). If the customer question/issue regarding the Minstrel III or Minstrel V product cannot be resolved by OpenSky support personnel to the customers' satisfaction, the issue will be forwarded to Novatel Wireless Level II Technical Support for further investigation and resolution.

*Calls include phone calls, e-mail, web-based inquiries, faxes and letters.

LEVEL II TECHNICAL SUPPORT

Level II Technical Support will be provided by Novatel Wireless support staff directly to OpenSky Level I Support personnel to assist in the resolution of open customer issues that have not been resolved to the satisfaction of OpenSky customers during a Level I Support call. OpenSky will have direct access to designated support staff within the Novatel Wireless support organization for this purpose. A direct line of communication between the two organizations will be established and Novatel Wireless support technicians will be available during normal OpenSky technical support operation hours to assist in

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

resolution of customer problems. Novatel Wireless support engineering will work directly with OpenSky support staff to resolve issues and answer questions, this may require OpenSky support staff to gather additional information and provide system information or test results back to Novatel support staff to aid in the definition and resolution of the problem. It will be OpenSky support staff's responsibility to communicate directly with the end-user customer. Problems that are not resolved within three business days or problems that are flagged as sensitive/mission critical will be escalated to Level III Technical Support for final resolution.

LEVEL III TECHNICAL SUPPORT (ESCALATION)

Level III Technical Support will be provided by the Novatel Wireless support and system engineering staff to resolve issues that cannot be satisfactorily resolved by Level I and Level II Support personnel. Level III Technical Support will handle all OpenSky product escalations issues including unresolved support calls and will work directly with Novatel Wireless engineering staff to resolve those issues.

TECHNICAL SUPPORT TRAINING

Technical Support training and documentation for the Minstrel III and Minstrel V will be provided to OpenSky Level I Support staff by Novatel Wireless. OpenSky support staff will receive training on the general use, functionality, operation and compatibility of the Minstrel III and Minstrel V products. In addition, all support related documentation, training materials, notes, FAQ's, and web based support materials will be made available to OpenSky for their use in supporting these products.

FIRST AMENDMENT TO SUPPLY AGREEMENT

This First Amendment to Supply Agreement (this "Amendment") is made as of October ____, 1999 by and among Novatel Wireless, Inc., a Delaware corporation ("Novatel") and OpenSky Corporation, a Delaware corporation ("OpenSky").

WHEREAS, Novatel and OpenSky entered into that certain Supply Agreement, dated and effective as of August 12, 1999 (the "Supply Agreement"); and

WHEREAS, pursuant to Section 13.10 of the Supply Agreement, Novatel and OpenSky desire to amend certain terms and provisions of the Supply Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereto agree as follows (all capitalized terms not otherwise defined herein shall have the meanings therefor set forth in the Supply Agreement):

1. Pursuant to Section 1.3, OpenSky hereby changes the Mix and delivery schedule in accordance with Exhibit A hereto.

2. Section 1.2 is amended in its entirety to read as follows:

"1.2 Payments. Buyer shall make payments due to Seller for Deliverable Items either directly to Seller or to such bank as Seller may designate in writing. Payments for Modems shall be due and payable in full, in cash, by Buyer thirty (30) days prior to each scheduled delivery of Modems into Seller's Distribution Facility in San Diego, California (the "Novatel Distribution Facility") with respect to any delivery scheduled in Annex A to be made on or before December 31, 1999. Payments for Modems shall be due and payable in full, in cash, by Buyer within thirty (30) days following the date of each scheduled delivery of Modems into the Novatel Distribution Facility with respect to any delivery scheduled in Annex A to be made on or after January 1, 2000. Each delivery of specification compliant Modems in accordance with Annex D for which a pre-payment by Buyer has been received may not be canceled. Payments for Deliverable Items (other than Modems), shall be due and payable in full, in cash, by Buyer within thirty (30) days following the date of shipment to end-users on behalf of Buyer. For purposes of this Agreement, "Deliverable Items" shall mean any item, or parts thereof, that Seller is obligated to provide under this Agreement including but not limited to Modems, documentation, know-how and information. Payment for shipping and configuration and activation shall be due and payable in full, in cash, as set forth in Sections 1.8 and 2.1, respectively."

3. Section 1.7 is amended in its entirety to read as follows:

"1.7 Delivery and Title. The Modems sold to Buyer shall be delivered to the Novatel Distribution Facility in accordance to the delivery schedule set forth in Annex A. Title and risk of loss in the Modems shall transfer to Buyer FOB Manufacturer, as determined by Seller. Seller shall warehouse the inventory on behalf of Buyer and ship to end-users the Modems on behalf of Buyer from the Novatel Distribution Facility in accordance with Section 1.8 below. Subject to Section 8 below, all Modems delivered to Buyer shall be non-returnable."

4. Section 1.8.1 is amended by deleting the date "March 1, 2000" in the first sentence and replacing it with the date "May 1, 2000", so that the Shipping Period ends on May 1, 2000.

5. Section 7.1 is amended by deleting the date "April 1, 2000" in the first sentence and replacing it with the date "May 1, 2000", so that the term of the Supply Agreement ends on May 1, 2000.

6. In all other respects, the Supply Agreement, as herein amended, shall remain in full force and effect, including Section 1.3 of the Supply Agreement without giving effect to this Amendment. Subject to the foregoing, to the extent that any provisions of the Supply Agreement and any provisions of this Amendment are in conflict, the provisions of this Amendment shall govern. In the event any one or more of the provisions contained in this Amendment or any instrument entered into in connection herewith is for any reason held to be invalid or unenforceable in any respect, that event shall not affect any other provision of this Amendment or such other instrument.

7. This Amendment shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of California, without regard to its principles of conflicts of laws.

8. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, legal representatives and heirs.

9. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

NOVATEL WIRELESS, INC.

/s/

By:

Its:

OPENSKY CORPORATION

/s/

By:

Its:

EXHIBIT A

SCHEDULE OF PAYMENT AND DELIVERY

** Buyer shall pre-pay in full for any forecasted bi-monthly quantity 30 days prior to delivery into the Novate1 Distribution Facility in Calgary, Canada with respect to any shipments scheduled for delivery on or before December 31, 1999 in accordance with Sections 1.2 and 1.4 of this Agreement.

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ANNEX D
PRODUCT SPECIFICATIONS

DESCRIPTION

DIMENSIONS

MODEM FEATURES

BUILT-IN FEATURES

POWER SUPPLY

TEMPERATURES

POWER REQUIREMENTS

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Christopher Ciervo
Symbol Technologies, Inc.
1 Symbol Plaza
Hotsville, NY 11742-1300

Dear Chris:

Here are the terms we have discussed for the supply of CDPD modems in your application.

1. Novatel Wireless Inc. ("Novatel") agrees to supply the Merlin OEM CDPD modem, as well as Ricochet II, GPRS, GSM EDGE and CDMA technologies to Symbol Technologies, Inc. ("Symbol").
2. This agreement shall run from July 1, 2000 through June 30, 2002.
3. Novatel agrees to supply the CDPD modems to Symbol at a unit price not to exceed \$139 US or at ***, whichever is lower. For GPRS, Ricochet II, GSM EDGE and CDMA technologies, Symbol's cost will be ***.
4. Symbol agrees to purchase a total of *** or *** from Novatel over the *** of the agreement. If Symbol does not meet this commitment ***, and does not integrate another CDPD modem solution, Symbol will not be liable for any monetary penalty.
5. If Symbol chooses to utilize another CDPD modem vendor for reasons other than under performance of Novatel's hardware, software or record in meeting agreed delivery dates, Symbol will make payments equaling *** on any outstanding forecast volumes.
6. The per unit price as set forth includes the communications board made up of the 0.6-Watt CDPD radio modem, top and bottom shield covers of metal-plated plastic, and a 50ohm RF connector for antennae connection.
7. Symbol shall provide a 12-month rolling forecast to Novatel Wireless. The following changes to the quantity forecasts will be allowed:

TIME LINE	STOCKING AGREEMENT
***	***
***	***

8. All prices are FOB Novatel's facility in Carlsbad, CA. All prices include normal packing for domestic shipment. All duty, insurance, special packing costs and expenses, and all Federal, Provincial, State and local excise, sales, use and other similar taxes are for Customer's account and will appear as additional items on invoices.
9. Warranties shall be defined in Schedule "A".

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- 10. Novatel Wireless may, at its discretion, implement changes in the Product, modify the drawings and its specifications, or substitute a Product of more recent design; provided, however, that any such changes, modifications or substitutions, under normal and proper use shall not materially and adversely affect functional performance, form or fit of the product. Novatel Wireless agrees to use reasonable efforts to provide Customer with 30 days written notice of such changes.
- 11. Neither party shall be liable for any loss or damage due to delays in its delivery or performance, for its failure to manufacture, deliver or perform, arising out of any cause beyond its reasonable control.
- 12. Customer shall not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Novatel Wireless.
- 13. This agreement represents the business intent of both parties, and will be replaced by a formal agreement 30 days after execution.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

NOVATEL WIRELESS INC.

SYMBOL TECHNOLOGIES INC.

/s/ ROBERT COREY

/s/ RON GOLDMAN

Robert Corey
President and CEO

Ron Goldman
Vice President and General Manager

Warranties

1. Novatel Wireless warrants for a period of 1 year from delivery at the FCA point that its Products are free from defects in material and workmanship, conform to Novatel Wireless specifications and that the software shall be free from errors which materially affect performance. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOVATEL WIRELESS SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND OR NATURE DUE TO ANY CAUSE.
2. Novatel Wireless' obligations are limited to correction of such failure, by implementation of the module swap warranty procedure whenever practicable and are conditioned upon the Product having been maintained in accordance with Novatel Wireless specifications and the Product not having been modified by any party other than Novatel Wireless except as expressly permitted in writing.
3. The foregoing warranties do not extend to (i) non-conformities, defects or errors in the Product due to accident, abuse, misuse or negligent use of the Product or use in other than a normal and customary manner, environmental conditions not conforming to Novatel Wireless' specifications, or failure to follow prescribed operating maintenance procedures, (ii) defects, errors or non-conformities in the Product due to modifications, alterations, additions or Product changes not made or authorized to be made by Novatel Wireless, (iii) normal wear and tear, or (iv) damage caused by force of nature or act of any third party.

AGREEMENT FOR PURCHASE AND SALE
OF
NOVATEL WIRELESS INC. MOBILE TERMINAL UNITS

BETWEEN

NOVATEL WIRELESS INC.

AND

VOICESTREAM WIRELESS CORPORATION

* Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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Attachment A-3	Description of Product 3 (specifications)
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AGREEMENT FOR PURCHASE AND SALE

OF

NOVATEL WIRELESS INC. GPRS MOBILE TERMINAL UNITS

THIS AGREEMENT FOR PURCHASE AND SALE OF NOVATEL WIRELESS INC. MOBILE TERMINAL UNITS (the "Agreement"), is made and effective as of the ___ day of March, 2000, by and between VoiceStream Wireless Corporation, a Delaware corporation with its principal place of business in Bellevue, Washington ("Buyer"), and Novatel Wireless Inc., a Delaware corporation, with its principal place of business in San Diego, California ("Seller").

RECITALS

- A. Buyer has received authority from the FCC (as defined herein below) to construct and operate PCS (as defined herein below) networks in certain areas within the jurisdiction of the United States and may receive authority to operate additional such systems.
- B. Seller has offered to sell to Buyer and Buyer wishes to buy the wireless communications subscriber devices and accessories described herein at the prices and discounts and on the terms and conditions specified herein .

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1 DEFINITIONS

The capitalized terms used in this Agreement or in an Attachment to this Agreement have the meanings set forth below:

AFFILIATE means any partnership, corporation or other entity in which Buyer owns a fifteen percent (15%) or greater equity interest or any entity controlling, controlled by or under common control with Buyer, which operates or is authorized to operate a Cellular System or PCS system in North America including the Caribbean Islands.

ANNUAL FORECAST means that annual forecast of Buyer's purchase volume only, updated monthly, supplied by Buyer to Seller, as more specifically described in Section 8.1.

AUTHORIZED PURCHASER means Buyer's selected, dealers, and agents, GSM network operators, retail stores, distribution centers, third party warehouses, and those other third party

dealers with whom Buyer has a relationship at the time of such third party's contracting with Seller for the purchase of Handsets.

BTA means Basic Trading Area, a geographic area designated by the Federal Communications Commission for the purpose of granting authorizations to construct and operate PCS networks.

COMMERCIAL PRODUCTS means that Products have passed the testing process defined in Section 9, have received any necessary regulatory approvals, and is ready in all respects for public sale.

COMMERCIAL TEST PROCEDURES (CTP) means that test procedure, as provided in Section 9 and elsewhere, for Commercial Products.

CONFIDENTIAL INFORMATION means information that the parties are obligated to protect as more fully provided in Section 15.

END-USER means the owner or user of a Handset (i.e., the person who buys and uses a Product).

FCC OR FEDERAL COMMUNICATIONS COMMISSION means the agency of the United States Government charged with authorizing PCS networks, currently the Federal Communications Commission, or its successor agency.

HANDSET(s) means a mobile station in the PCS service intended to be used while in motion or during halts at unspecified points and conforming to the PCS 1900 specifications, as appropriate. Handsets include handheld portable units and units installed in vehicles. Handsets shall also include data-only or voice and data subscriber equipment products designed for use with computer devices, and includes the PCS cards described on Attachments A-1 through A-3 and such other attachments upon which the parties may subsequently agree in writing and attach to this Agreement.

INTELLECTUAL PROPERTY CLAIM (IP CLAIM) means a claim involving Buyer's or Seller's intellectual property rights, as more fully described in Section 19.

INVENTORY means all Products owned and held by Buyer or its Authorized Purchasers for resale or use.

MINIMUM PURCHASE TERM means that 12-month period of time (i) commencing on the date of delivery from Seller of the first Commercial Products purchased and accepted by Buyer.

MTA means Major Trading Area, a geographic area designated by the Federal Communications Commission for the purpose of granting authorizations to construct and operate PCS networks. References to MTAs shall include BTAs.

PERSONAL COMMUNICATIONS SERVICE ("PCS") means a system authorized by the FCC to provide public correspondence using cellular radio techniques and operating in the frequency band 1850 MHz to 1910 MHz and 1930 MHz to 1990 MHz.

PRODUCTS means the Handsets and accessories identified in Attachments A-1 through A-3 hereto, including related documentation as the same may be modified, added or discontinued during the Term (where the addition, modification or discontinuance is in accordance with this Agreement) and available for purchase by Buyer or otherwise supplied to Buyer under this Agreement.

PROTOTYPE PRODUCT means an engineering version of a Product that is not a Commercial Product, capable of demonstrating size, weight, feel and some basic functionality (e.g., the ability to place/receive voice telephony calls, of the final Product). Prototype Products are not necessarily produced with production tooling nor do they necessarily have final production software. Prototype Products are built in limited volumes, primarily for engineering design validation purposes, and may include Alpha (first generation) and Beta versions..

PURCHASE ORDER means Buyer's order to Seller for specific Products, as more fully described in Section 8.

SECTION means, when used without any other reference, sections, including subsections, within this Agreement.

SOFTWARE means (a) all computer software furnished hereunder for use with Products including, but not limited to, computer programs contained on a magnetic or optical storage medium, in a semiconductor device, or in another memory device or system memory consisting of (i) hardwired logic instructions which manipulate data in central processors, control input-output operations, and error diagnostic and recovery routines, (ii) instruction sequences in machine-readable code that control call processing, peripheral equipment and administration and maintenance functions; and (b) documentation furnished hereunder for use and maintenance of the Software.

SPECIFIED SHIPPING DATE means the date, as shown in a Purchase Order or otherwise, upon which Buyer requests shipping of certain Products, as more fully described in Section 8.

SUBSCRIBER IDENTITY MODULE (SIM) means mean an electronic module, either in the form of an integrated circuit "smart card" or otherwise, that contains personalization information concerning a user and is intended to be inserted in and removed from a SIM reader in Handset Products.

TERM means, unless sooner terminated subject to section 14, the initial three (3) year duration of this Agreement commencing on the date that it is completely executed by the parties, which initial term shall be extended for additional one-year terms unless, ninety (90) days before the

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expiration of the initial or any other term, one party gives written notice to the other of non-renewal.

2 PURCHASES AND SCOPE OF SUPPLY

2.1 PERSONS AUTHORIZED TO PURCHASE .

2.1.1 PERSONS PERMITTED TO BUY PRODUCTS. This Agreement contemplates purchases by Buyer, its Affiliates, and its Authorized Purchasers, all sometimes collectively referred to as "Permitted Purchasers."

2.1.1.1 BUYER AND AFFILIATES. Buyer is permitted to purchase under the terms and conditions applicable to Buyer on its own account or for its Affiliates and Authorized Purchasers.

2.1.1.2 AUTHORIZED PURCHASERS. To simplify administration of purchases by Affiliates and Authorized Purchasers, unless otherwise agreed by the parties, each Affiliate or Authorized Purchaser may enter into a separate contract with Seller consistent with Seller's obligations to provide to such Affiliate or Authorized Purchaser identical pricing and substantially and materially the same terms and conditions provided to Buyer herein

2.1.2 Notwithstanding the foregoing, Buyer has no responsibility for payments of obligations incurred by any other purchaser. Seller shall not seek payment from Buyer for any sums owed by any purchaser except Buyer.

2.1.3 EXCLUSIVE PURCHASES. Nothing in this Agreement shall require Buyer, or any other Permitted Purchasers, to purchase exclusively from Seller.

2.1.4 CREDITWORTHINESS. For any Permitted Purchaser other than Buyer, Seller may establish commercially reasonable, non-discriminatory credit (and other) qualifications as a pre-condition to sales. Seller shall provide written notice to Buyer of any proposed disqualification.

2.2 TECHNICAL INTERFACE.

2.2.1 INFORMATION REQUIRED. Within forty five (45) days from the effective date hereof, Seller shall provide Buyer with detailed information concerning the diagnostic and monitoring capabilities, operating software specifications, and detailed product specifications of Products, except information Seller reasonably considers proprietary or confidential. The information to be provided by Seller to Buyer shall also include the electrical interface specifications and the data flow specifications. All such information provided by Seller shall be sufficient enough to permit Buyer to use and maintain the Products as test equipment and to effectively test the Products in Buyer's network. As new Products are developed or as the electrical interface or data flow specifications are changed, Seller shall timely supply updated information to Buyer, except information Seller reasonably considers to be proprietary or confidential. The information supplied shall include instruction on how to place Products into diagnostic or monitor mode and, if hardware or Software components are necessary, Seller shall supply Buyer, without charge, with a quantity of such components sufficient for Buyer's reasonable requirements. The diagnostic and monitoring information to be provided by Seller shall include specific diagnostic/monitoring testing features on PCS 1900 equipment. If unique or proprietary connecting cables are necessary to communicate with the Product when in diagnostic or monitor mode, Seller shall furnish Buyer with a reasonable quantity of such cables, without charge.

2.2.2 USE OF INFORMATION. Seller hereby grants to Buyer a royalty-free license to use the information described in 2.2.1 for Buyer's purposes in constructing, testing, maintaining, using, and operating the Products. Seller shall develop sample software demonstrating interfaces and communications with the Product in diagnostic or monitor mode and Seller shall supply, without charge, copies of same, including sample source code (i.e., sample AT command script), to Buyer for Buyer's use. Buyer shall have the right to incorporate Products in this configuration into its test equipment for testing the Products, including the right to transfer information furnished under this Section 2.2.2 to third parties to develop test equipment for Buyer or to develop such test equipment directly. Seller shall not charge Buyer or any such third party any royalty or other similar charge where the test equipment so developed is used for Buyer's purposes testing the Products.

2.3 POINT-OF-SALE PACKAGING.

Seller shall use EAN 328, "3 of 9", or Universal Product Code ("UPC") stock control numbering ("SKU") markings or other customer-specific bar code markings and human readable format on the outside of the point-of-sale package

for each of the packaging options described below. Seller shall provide information to Buyer concerning Seller's bar coding and serial number coding for Products, sufficient to permit Buyer to properly electronically read Seller's bar coding and to be able to monitor and track Products received. Invoices and shipping notices shall include electronic copies of serial numbers and other information reasonably needed by Buyer to track and control inventory.

Buyer shall select, from time-to-time, its desired packaging format from among the options described below, subject to the limitations established therein. In the event that Buyer wishes to change its desired packaging format, Buyer and Seller shall agree upon the lead time necessary to effect such change, Buyer shall provide Seller with Notice of its desire to change packaging format as soon as possible (but no less than 90 days before the format change is desired), and Seller shall use reasonable efforts to afford the shortest lead time possible.

- 2.3.1 SELLER-LABELED BOX. The Product is packaged and shipped in Seller's standard size rectangular box labeled with Seller's trade name.
- 2.3.2 GENERIC BOX. The Product is packaged and shipped in Seller's standard size rectangular box without any labels, in a plain white cardboard format. In the event that any labels, packaging or identifying marks are intended to be attached to, or wrapped around such box, and Buyer uses its transparent packaging, Seller shall design the Product so that the "Novatel Inc." logo will be visible to the End User.
- 2.3.3 BULK-SHIP. The Product is shipped in a bulk package, without individual packages for each unit of Product. Buyer has the obligation to arrange for individual unit packaging. In the event that any labels, packaging or identifying marks are attached to, or wrapped around any individual unit packaging, and Buyer uses its transparent packaging, Seller shall design the Product so that the "Novatel Inc." logo will be visible to the End User.
- 2.3.4 CUSTOM PACKAGE. The Product is packaged and shipped in Seller's standard size rectangular box with Buyer's artwork and inserts (Commercial Product packaging). Buyer shall provide the necessary artwork in such format and upon such schedules as may be reasonably agreed by the parties. The parties shall agree upon a commercially-reasonable minimum order for such custom packaging. In the event that the cost for producing and shipping such a custom package exceeds Seller's cost to produce and ship its Seller-labeled box, Buyer shall pay that excess amount upon Seller's providing such documentation as Buyer may reasonably require.

2.3.5 PACKAGE INSERTS. With respect to the packaging performed in sections 2.3.1, 2.3.2, and 2.3.4, Seller shall, without charge to Buyer, insert into each point-of-sale package up to four (4) pieces of Buyer-provided materials such as, but not limited to, promotional materials and Buyer's service provider information. Buyer's promotional materials and information may be different for different models of Products and may differ geographically, which would require different SKU's for each package configuration, but they shall be designed to fit within the point of sale packaging with the Product, without significantly increasing the packaging costs. Seller shall ensure that the proper materials and information are inserted into the corresponding Commercial Product packaging and are delivered to the corresponding geographical regions.

2.4 CO-BRANDED PRODUCTS.

2.4.1 CO-BRANDED PRODUCTS. Buyer may wish to receive all or part of its orders in the form of co-branded Products in such form as Buyer shall direct in advance, whereby Buyer's name appears on the Product in addition to Seller's name (such Products being referred to as "Co-Branded Products"). Such Co-Branded Products may be in slightly different form, different color, etc. as may be mutually agreed by Buyer and Seller. Co-Branded Products shall be available to Permitted Purchasers to the extent determined and permitted in writing by Buyer. Seller's logo shall also appear on Co-Branded Products.

2.4.2 PRICES FOR CO-BRANDED PRODUCTS.

2.4.2.1 ***

2.4.2.2 *** the *** charge for a Co-Branded Product shall be based upon ***. Seller shall document its incremental expenses and present the documentation to Buyer. Notwithstanding anything to the contrary contained in the preceding sentences, the parties may mutually agree upon a commercially reasonable charge for custom manuals, documentation or other similar changes from Seller's standard practices. **** Seller's charges for packaging of a Co-Branded Product are to be determined consistent with this Section 2.4.

2.5 PRODUCT TEST INSTRUMENTATION. ***, beginning when the first Commercial Products are delivered, Seller shall provide Buyer with current Software and shall continue to provide current updated Software subject to the terms of this Agreement.

2.6 ACCESSORIES. Seller will include a standard set of accessories with each Handset as identified and set forth in Attachment A-1 through Attachment A-3, including, at

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a minimum, antenna, headpiece/earset, user guide and necessary device driver software supplied on computer readable media (i.e. CD-ROM). In addition, Seller will offer a set of optional accessories available *** as identified in Attachment C, which shall be updated from time to time as mutually agreed to by the parties.

- 2.7 UPDATE TO CHANGED STANDARDS. The parties recognize that the PCS 1900 technology is still undergoing development and that Commercial Products may require post-production modification to meet changes in the various standards governing such Commercial Products.
- 2.7.1 Seller agrees to provide to Buyer, ***, all Software necessary to update any Products provided under this Agreement to meet standards changes relevant to the Product, where such standards change becomes effective within *** from the date of delivery of the Product to the End-User and (i) where, without the update, use of the Product would be significantly impaired; or (ii) where the update is necessary to remove a safety risk to users of the Product; or (iii) where the update is necessary in order to continue the safe, efficient and economic operation of Buyer's network; or (iv) where the change is required by operation of federal, state, local, or international law or regulation.
- 2.7.2 Further, Seller agrees to provide to Buyer, ***, any Software necessary to update any Products provided under this Agreement to meet standards changes relevant to such Products where such standards changes become effective within *** from the date of delivery of the Products to Buyer and where, without the update (i) there would be a material degradation in the operation of significant features of the Products available to End-Users prior to such standards changes and such material degradation occurred with respect to a material number of Products, or (ii) there would be a material degradation in the operation of the network.
- 2.7.3 Notwithstanding anything to the contrary contained herein, Seller shall comply with the final order of any court or administrative body with respect to any required modification of any Product.
- 2.8 MINIMUM PRODUCT PROCUREMENT. ***
- 2.8.1 RECORDS AND REPORTS. Seller shall maintain records sufficient to accurately determine the actual purchase volume credited to Buyer. Not later than thirty (30) days after the end of each preceding month, Seller shall prepare and provide to Buyer a report of qualifying purchases and credits toward purchases (if appropriate) for the preceding month. The report shall be furnished in both paper and electronic versions. Seller shall certify the accuracy of the report by signature of an appropriate officer of Seller. The report shall be categorized by identity of purchaser

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(Buyer, Affiliates, Authorized Purchasers) and model of Product purchased or credits toward purchases made, and the report shall indicate the unit volume of purchases qualifying for aggregation in each category.

2.8.2 CONTINUE TO DEVELOP COMPETITIVE PRODUCTS. Buyer's guaranty to purchase the Minimum Purchase Quantity is conditioned upon Seller's ability to continue to supply state-of-the-art Products that are readily accepted by the marketplace.

2.9 ALLOCATION OF PRODUCTION. In the event that Seller is unable to meet its orders for Products as set forth in Purchase Orders that have been accepted by the Seller, and without derogation of Buyer's other remedies under this Agreement, Seller grants Buyer ***. Buyer shall retain this right of first refusal until Buyer has met its Minimum Purchase Quantity commitment, or the Minimum Purchase Term has expired, whichever is earlier. Buyer's right of first refusal shall apply to purchases by Affiliates and Authorized Purchasers.

2.10 EMBEDDED PERMITTED SYSTEM RESTRICTION; PRE-LOADED SIM.

2.10.1 EMBEDDED PERMITTED SYSTEM RESTRICTION. All Co-Branded Handset Products sold to Permitted Purchasers shall be configured with embedded software so as to function only with a SIM supplied by Buyer or, as provided in Section 2.10.2, by Seller, unless otherwise specifically requested by Buyer. Handsets shall be inoperable, except for emergency calls, using a SIM for a network other than Buyer's. Roaming operation with Buyer's network as the subscriber's home system shall be unaffected by this restriction. Such restriction shall be removable only through an input key sequence unique to each individual Handset (i.e., a common un-restriction code for all Handsets of a particular model is not acceptable). Following removal, the Handset shall operate with any SIM. The removal key sequence shall be supplied to Buyer in an electronic database, indexed by the serial number of the Handset or other unique identifier agreed to by Buyer. The removal key sequence shall not be supplied to any other Permitted Purchaser or to the users of Handsets without the written consent of Buyer on a case-by-case basis.

2.10.2 PRE-LOADED SIM; PRE-PAID SIMS. Buyer intends that all Handsets sold to Permitted Purchasers shall have a SIM configured for Buyer's network pre-installed unless otherwise directed by Buyer. The parties shall negotiate the method of effecting Buyer's intention, recognizing the need for security in the SIM configuration and the need to accomplish installation in a cost-effective fashion. The installation method may involve Buyer supplying configured SIMs to Seller for installation. In those instances where Seller is to install SIMs, the compensation to be

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paid to Seller shall be as set forth in Attachment C. Where the parties agree that Seller is to assume responsibility for installing SIMs, information concerning the SIM and International Mobile Equipment Identity ("IMEI"), etc., shall be provided to Buyer in a mutually agreed electronic form. ***. Seller agrees that it will implement reasonable and prudent safeguards to protect all SIMs over which it has custody. In connection therewith, no less frequently than once per calendar quarter, Seller shall provide Buyer with a detail inventory report and proper accounting of SIMs provided to Seller hereunder.

Seller agrees promptly to implement pre-paid SIM support in its Handsets upon completion of pre-paid SIM standards.

- 2.11 RESALE BY BUYER. Buyer shall have the right to resell Products upon the prices and terms and conditions to be determined by Buyer. Seller shall honor the warranty and other obligations imposed in this Agreement with respect to any Affiliate, Authorized Purchaser, or End User to the same extent required for a direct sale by Seller.
- 2.12 SOFTWARE LICENSE. Subject to the limitations set forth elsewhere in this Agreement, at no charge to Buyer, Seller hereby grants to Buyer and its End Users a nonexclusive license to use Software associated with Products delivered to Buyer.
- 2.13 DATABASE. Seller shall provide electronic format data concerning each Handset Product shipped, in the format and on the dates set forth in Attachment G. The form of data and its media may be changed from time-to-time by mutual agreement of the parties.
- 2.14 COUNTRY OF ORIGIN. Upon request by Buyer, Seller shall provide Buyer with evidence of country of origin of Products, including the usual and customary certificates of country of origin, signed by an appropriate authorized official of Seller.
- 2.15 BATTERY RECYCLING. If Seller's Products contain separate batteries or batteries replacable by End-Users, Seller shall establish a "used battery return program," whereby Buyer and End-Users of Seller's Products may obtain information on recycling used batteries through a nationwide toll-free "800" telephone number. Information concerning this program shall be included in the user information supplied with Products and replacement batteries.
- 2.16 ADVERTISING DISPLAY MATERIAL. Seller shall create the normal and customary point-of-sale display material, product brochures, dummy Handsets, etc. and furnish reasonable quantities of the same to Permitted Purchasers at the prices set forth in Attachment C. Seller shall cooperate with Buyer in producing this

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material and, upon request by Buyer, add reasonable Buyer-defined information to the point-of-sale material. Reasonable quantities of the sales material described in Attachment H will be provided by Seller to Buyer without charge. Such quantities shall be consistent with those quantities offered to other customers of Seller under similar circumstances.

3 CUSTOMER REPRESENTATIVE

- 3.1 CUSTOMER REPRESENTATIVE. No more than 30 days subsequent to the effective date hereof, Seller shall identify a customer representative (the "Customer Representative") to whom it shall delegate such authority within Seller's organization as is necessary for proper discharge of the duties and obligations set forth in this Agreement. By illustration and not limitation, the Customer Representative shall provide timely information to Buyer concerning development, testing and manufacturing schedules, test procedures, test execution, shipping and delivery schedules, manufacturing of co-branded or other custom Products, specifications, features and functions, inter-operability, and other related matters. The Customer Representative shall be Buyer's primary point of contact for all issues arising from the implementation and execution of the terms and conditions of this Agreement.
- 3.2 UPDATE MEETINGS. The parties shall meet not less than once every calendar quarter to review Buyer's needs for Products, and discuss new Products (such meeting being referred to as an "Update Meeting"). At least thirty (30) days prior to each Update Meeting, Buyer shall submit to Seller a written, proposed agenda, outlining the development issues Buyer would like addressed by Seller. Seller shall review such proposed agenda and will provide an update to Buyer on any such issue where Seller has provided, or is willing to provide, an update to any customer or other third party. Further, at each Update Meeting, Seller will provide to Buyer an update on the status of the development of any features Seller anticipates will be launched within the forthcoming two (2) years, provided that Seller has disclosed, or is willing to disclose, such information to any customer or other third party. Buyer agrees that certain of this information may be Confidential Information and shall be treated as such in accord with the terms of this Agreement.

4 PRICES

- 4.1 ***
- 4.2 ***. Subject to the terms and conditions set forth in Section 8,

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4.2.1 In the event that Seller fails for any reason to develop and deliver any of the Commercial Products listed on Attachments A-1, A-2, or A-3 within the time periods previously agreed upon by the parties, then ***

4.3 PRICE LIST; CHANGES AS NEW PRODUCTS ARE INTRODUCED. The prices for the Products as set forth in Attachment C are ***. If Seller implements changes in the Products, modifies the drawings and specifications relating thereto, or substitutes therefor products of more recent design through proposed amendments to Attachments A-1 through A-3 or the addition of a new Attachment, in addition to any other requirements provided in this Agreement, any changes, modifications or substitutions must comply with each of the following requirements with respect to changes to existing Products or new Products intended as replacements for existing Products:

4.3.1 INTERCHANGEABILITY. Where the new or changed Product is intended to be physically interchangeable with an existing Product, such new or changed Product must not adversely affect physical or functional interchangeability with existing Products or performance, unless otherwise agreed in writing by Buyer.

4.3.2 PRICE. The price for an equivalent Product (i.e., with similar form including size and weight, features, functionality and accessories) must be ***.

4.3.3 ADVANCE NOTICE.

4.3.3.1 Seller will provide Buyer with advance written notice of any substantial change, modification substitution, or discontinuance, including notice of Seller's intention to change the Product's price as set forth in section 4.3.2. Except where unplanned and immediate market changes make such notice impracticable, the notice shall be given at least ninety (90) days in advance of the effective date of the change, modification or substitution, except that notice of Seller's intention to change the Product's price shall be given at least thirty (30) days in advance of the effective date of the change. Should Seller not have made its final pricing decisions at the date of notice, Seller shall provide Buyer with Seller's estimated prices *** and shall furnish the final price information to Buyer not later than thirty (30) days in advance of the effective date. In the event that Seller has failed to provide the required advance written notice, then Buyer may, at its option, return all unsold inventory of the Products to which the price change applies and receive a credit from Seller in the amount paid by Buyer for the

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returned products. The price for any Product that has not been shipped as of the effective date of the price change shall be deemed to be restated at the new, lower amount.

4.3.4 ACCESSORY COMPATIBILITY. Where a new Product is introduced, Seller shall ensure that, to the greatest extent reasonably feasible, the new Product is plug-compatible with older Products for accessories. It is not Buyer's intention to limit Seller's ability to introduce smaller or lighter Products through this Section 4.3.4. However, Seller shall give due consideration to ensuring compatibility of, among other things, battery chargers, hands-free kits, etc., when introducing new Products.

4.4 ***.

4.4.2 *** either by (i) delivering a check made payable to the order of Buyer or delivering cash to Buyer; or (ii) applying a credit or offset against any outstanding undisputed invoices Buyer has with Seller and delivering a check to Buyer for the remaining amount. In addition to the foregoing, the parties may agree that Seller may apply *** rebate either by (x) delivering to Buyer such quantity of Products as has an aggregate value equal to the ***; or (y) combining any of the first three methods set forth in this Section 4.4.2.

4.4.3 CERTIFICATION. Buyer may from time to time obtain from Seller, ***, a certification signed by an authorized officer, stating that the price review was performed and whether Buyer or any other Permitted Purchaser is entitled to a rebate or a lower price upon the conclusion of the quarterly price analysis described above. At Buyer's request, Seller shall provide the results and documentation of the review to Buyer's outside independent firm of certified public accountants for verification; provided that the accountants shall not disclose any information related to such review to Buyer, unless Buyer is entitled to lower prices or more favorable terms of sale under this provision and then only such information as may be necessary to request such prices or terms. All information delivered to Buyer shall also be delivered to Seller. In the event that the outside audit determines that a price reduction should have been made but was not made by Seller, Seller shall bear all expenses of the audit. In the event that the outside audit determines that no price reduction should have been made, Buyer shall bear all expenses of the audit.

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- 4.5 RETURN POLICY. Buyer shall have the right to return Product, subject to re-stocking charges and other reasonable limitations set forth in Seller's "Standard Return Policy," as amended from time to time by mutual agreement, a copy of which is attached hereto as Attachment I. ***
- 4.6 TAXES AND OTHER CHARGES. Seller shall bear the cost of all taxes, import and export duties, and other governmental fees of whatever nature except sales and use taxes. Seller shall not charge Buyer sales tax, provided that Buyer has provided Seller with a current tax-exempt certificate.
- 4.7 SELLER TO HOLD BUYER HARMLESS. Seller agrees to pay, and to hold Buyer harmless from and against, any penalty, interest, tax or other charge that may be levied or assessed as a result of the delay or failure of Seller for any reason to pay any tax or file any return or information required by law, rule or regulation or by this Agreement to be paid or filed by Seller.

5 INVOICING AND TERMS OF PAYMENT

- 5.1 INVOICE UPON SHIPMENT. Seller shall issue an invoice to Buyer in detail satisfactory to Buyer, including a mutually-agreed upon electronic format, for Products at the time of shipment.
- 5.2 PAYMENT. Buyer guarantees to Seller to pay invoices within thirty (30) calendar days of the later of both (i) Buyer's receipt of an invoice and (ii) receipt by Buyer of Products corresponding to such Invoice.
- 5.3 PAST DUE PAYMENTS. Any payment not made within thirty (30) days of receipt of invoice shall be subject to a late payment charge of *** per month applied against the unpaid portion of the charge. In the event that any payment becomes more than sixty (60) days past due, Seller may at its option (i) cease shipment of any Products ordered in accord with this Agreement and (ii) provide the thirty (30) notice of termination with Buyer's right to cure as set forth in section 14.1.
- 5.4 AMOUNTS IN DISPUTE. Where Buyer disputes the amount due under an invoice, Buyer shall pay the sum not in dispute. Sums disputed in good faith shall not be considered late under Section 5.3.

6 SELLER ADVERTISING ACCOUNT

Buyer may purchase advertising and promotion in the Buyer's MTA's and BTA's with a total value of *** purchased by Permitted Purchasers from Seller hereunder, and Seller shall credit *** against amounts otherwise due Seller (the "Advertising Allowance"). Buyer shall earn the Advertising Allowance monthly and may use it at any time over the

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twelve (12) month period immediately following the month in which the Advertising Allowance was earned. The Advertising Allowance shall be applicable to the Minimum Purchase Quantity only once the Minimum Purchase Quantity has been delivered, but it may be spent at any time in the twelve (12) month period immediately following completion of delivery of the Minimum Purchase Quantity.

7 TRADEMARKS AND LOGOS

- 7.1 LOGOS ON PRODUCTS; ADVANCE CONSENT FOR OTHER LOGOS. At either party's reasonable request, the Products shipped under this Agreement shall carry that party's designated logo and/or labeling as described in Section 2.
- 7.2 LIMITED USE OF MARKS. To ensure protection of each party's trademarks, trade names, corporate slogans, corporate logo, goodwill and product designations, neither party, without the express written consent of the other, shall have the right to use any such marks, names, slogans or designations of the other, in the sales, lease or advertising of any Products or on any Product container, component part, business forms, sales, advertising and promotional materials or other business supplies or material, whether in writing, orally or otherwise.
- 7.3 ARTWORK AND REPRODUCTION. To the extent requested by a party and in accordance with Sections 2 and 7.1, the other shall provide camera-ready artwork of the other's trademarked logo labels. The providing party hereby authorizes the receiving party to reproduce such trademarked labels to the providing party's satisfaction for the sole purpose of affixing such trademarked labels to the Products and point-of-sale packaging in accordance with the providing party's specifications. Each party represents and warrants to the other that it has the right, by way of ownership or otherwise, to use such logo and further agrees to indemnify and hold the other harmless for any losses, damages or other liabilities resulting from the use of the providing party's designated logo. The parties will agree upon reasonable provisions for samples and approval of trademarked labels added to Products.

8. FORECASTING AND PURCHASE ORDERS.

8.1 FORECAST OF DEMAND. Buyer shall MONTHLY FURNISH SELLER WITH twelve-month rolling forecasts, showing Buyer's projected purchases month by month. Buyer shall use its reasonable efforts to make the rolling forecasts accurate but the rolling forecast does not obligate Buyer to purchase any specific Products or quantities of Products, subject to the Minimum Purchase Quantity commitment. Seller shall notify Buyer promptly upon receipt of each forecast whether Seller can provide Products sufficient to meet the forecast. Buyer shall provide the first forecast within two business days after complete execution of this Agreement.

8.2 PURCHASE ORDERS; ACCEPTANCE; THE MINIMUM PURCHASE QUANTITY.

Buyer shall periodically submit to Seller orders for the purchase of the Products (each a "Purchase Order") as set forth below. Purchase Orders shall be governed by the terms and conditions of this Agreement. If a Purchase Order specifies quantities that do not exceed the forecast, then Seller must accept that Purchase Order. If a Purchase Order specifies quantities that exceed the forecast, Seller may at its option accept all of the Purchase Order, but it must accept that portion or quantity of the Purchase Order specified in the forecast. If a Purchase Order is within the forecast and Seller can only deliver less, the difference between the quantity within the forecast and the quantity delivered shall be applied against Buyer's obligation to purchase the Minimum Purchase Quantity. In the event that Seller refuses to provide Products in excess of the quantities set forth in the forecast, then such amounts shall not be applied against Buyer's obligation to purchase the Minimum Purchase Quantity.

8.3 FORM OF PURCHASE ORDER. Each Purchase Order shall specify:

- (a) the models, unit extended, and total cost of Products to be delivered;
- (b) the quantity of Products to be delivered, provided, however, that each Purchase Order shall be for a minimum of four pallets, each sized 40" X 48" X 60", and containing no fewer than *** units of the Products;
- (c) Buyer's required date of delivery of the Products (the "Specified Delivery Date"), provided, however, that in no event shall the Specified Delivery Date be sooner than ninety (90) days after Seller receives the Purchase Order;
- (d) Where the Products are to be delivered, which may include any or all of Buyer's, Affiliates', or Authorized Purchasers' delivery points, or third party delivery points or warehouses [the "Delivery Location(s)"];
- (e) the preferred method of shipping;
- (f) the SKU and any other Products packaging or labeling requirements; and
- (g) Name, address and phone number of the person to receive the notice of receipt.

8.4. RECEIPTS OF PURCHASE ORDERS. Seller shall provide Buyer with electronic (to include facsimile) or written notice of receipt of Purchase Orders. Subject to the terms and restrictions of section 8.2, within five (5) business days of Buyer's placement of a

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Purchase Order, Seller shall notify Buyer in writing of its acceptance or rejection of Buyer's Purchase Order including shipment dates. Seller shall also provide to Buyer notices of actual shipments on each day of shipment. Such notices shall include the serial numbers of Products being shipped and the Purchase Order number being filled, SKU, description, quantity shipped and quantities backordered, the name of the carrier and the carrier's tracking number, delivery date, and Universal Product Codes ("UPC") related to the shipment.

8.5. SIM UNLOCK DATA. Seller shall provide Buyer with all handset SIM unlock data via electronic or disks within five (5) days of any handset deliveries. The data format shall follow the GSM NA reference document NAP14 (or successor thereto). Upon prior written approval by Buyer, Seller may implement an alternate means of Seller's choice of providing the SIM unlock data, provided, however, that if such alternate means requires additional costs or equipment, this shall be provided to Buyer by Seller free of charge.

8.6 CHANGES TO DELIVERY LOCATIONS. Changes to the Delivery Location(s) originally specified on a purchase order must be submitted to Seller in writing at least fifteen (15) business days prior to the Shipment Date.

8.7 TEMPORARY HOLD ON DELIVERIES. Buyer shall have the right to require Seller to hold delivery of up to twenty percent (20%) of any shipment for a period not to exceed sixty (60) days, where the hold notice is given at least thirty (30) days in advance of the scheduled shipping date; provided, however, for all such shipments scheduled to be made during the last calendar quarter of any year, Seller may, at its option, in lieu of postponing shipment according to the terms of this Section 8.7, ship the Products as scheduled. However, if Seller elects not to honor Buyer's hold notice and instead elects to ship the entire quantity of Product ordered by Buyer, Buyer shall be afforded sixty (60) days from the date of receipt of the invoice applicable to such shipped order in which to pay Seller for such shipment. Notwithstanding anything to the contrary contained in this Section 8.7, if Buyer shall invoke its privilege to delay delivery of up to twenty percent (20%) and shipment is delayed as provided herein, the liquidated damages provision of Section 8.10 shall not apply to the late delivery of the re-scheduled shipment(s) and Buyer expressly acknowledges that Seller may sell to another of Seller's customers any delayed Handset inventory on hold.

8.8 CHANGE OF MODEL MIX. Buyer may change the model mix of any shipment of any Purchase Order and Seller shall honor such changes subject to the following:

- 8.8.1. All such changes must be made in writing.
- 8.8.2. For changes requested where Products are sought to be substituted for other Products within that same model family, requests for changes made at least ninety (90) days prior to the Specified

Shipping Date shall be honored, without adjustment to the Specified Shipping Date.

8.8.3 For changes requested where (a) Products are sought to be substituted for other Products within that same model family, but the request is made less than ninety (90) prior to the Specified Shipping Date or (b) Products are sought to be substituted for other Products outside the model family, Seller shall, within ten (10) days of receipt of such request, notify Seller whether the requested change is acceptable and/or whether such changes will necessitate a change in the Specified Shipping Date.

8.9 INABILITY TO MEET A SPECIFIED SHIPPING DATE. Once a Purchase Order has been accepted, Seller is expected to deliver the Products in such quantities, in such manner and in such time as specified in the Purchase Order. As soon as Seller believes that it will be unable to meet the Specified Shipping Date, Seller shall without delay provide notice to Buyer.

8.10. FAILURE TO MEET SPECIFIED SHIPPING DATE. Regardless of whether Buyer has been notified of Seller's inability to meet a Specified Shipping Date, should Seller fail to ship Products within fourteen (14) days of the Specified Shipping Date, Buyer shall have the option, which shall not be unreasonably invoked, to exercise any one or more of the remedies defined below:

8.10.1 Cancel the Purchase Order, in whole or in part, with no obligation to pay for the Products specified in the Purchase Order.

8.10.2 Reschedule the delivery date for all or any part of the late shipment.

8.10.3 If delivery is not complete by the Specified Shipping Date, then Seller shall be liable for the following late delivery damages: ***

8.10.4 If Seller fails to make a full delivery within 30 days of the Specified Shipping Date, in addition to the foregoing remedies, ***

8.11 RIGHT TO COVER. Except as otherwise limited in the manner described in this Section 8.11, in addition to any other rights that Buyer might have elsewhere in this Agreement, including specifically section 8.10, should Seller fail to meet its Specified Shipping Date for any Product, at its sole option and after providing Seller with written notice no less than thirty (30) days prior to seeking alternative supplies, Buyer may seek alternative supplies from other manufacturers or distributors. However, if within such thirty (30) day period, Seller resolves the delivery problems that have caused Buyer to seek such alternative supplies, Buyer shall renew purchasing Products from Seller on the terms and conditions set forth in this Agreement.

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Should Buyer exercise its option to seek alternative supplies after the thirty (30) day period described above, Buyer's Minimum Purchase Quantity shall be reduced by the number of units that Buyer obtains from its alternative source. The number of units that Buyer obtains from its alternative source shall also count toward Buyer's ***, as set forth in Section 4.2. For example, in the event that Seller fails to meet a Specified Delivery Date for *** units, and after 30 days, Buyer exercises its option to purchase those *** units from an alternative source, then those *** units shall count as purchased in determining when Buyer shall begin to recoup the Product Development Fee. If Buyer has already begun to ***, then those units shall be eligible for *** in accordance with Section 4.2.

Should Buyer exercise its option to seek alternative supplies after the thirty (30) day period described above, Seller shall be liable to Buyer for Buyer's increased costs, including differences in unit prices, expedited shipping charges and related operating costs related acquiring comparable Products from an alternative source. Notwithstanding anything to the contrary in the immediately preceding sentence, Buyer agrees that it shall take reasonable steps to mitigate the level of such increased costs and the resultant impact on Buyer's operations.

- 8.12 DISCREPANCIES. Buyer shall report to Seller any discrepancies concerning the quantity of Products shipped or drop-shipped within either five (5) days following delivery or three (3) days of discovery of the discrepancy, whichever comes later.
- 8.13 MODIFICATIONS TO PURCHASE ORDER. Except to the extent restricted by this Agreement, Buyer retains the right to modify or cancel, in whole or in part, any Purchase Order prior to complete performance thereof by Seller. Any such modification or cancellation shall be subject to the provisions set forth below and to this Agreement.
- 8.13.1 MODIFIED OR CANCELED PURCHASE ORDER. Notwithstanding the foregoing, Buyer may modify or cancel any Purchase Order through notice to Seller. In the event of modification or cancellation of a Purchase Order by Buyer, Seller may be entitled to claim compensation as provided in Section 8.13.2.
- 8.13.2 CHANGE IN COSTS. If Seller has performed work that is not reusable in fulfilling its obligations under other Purchase Orders issued by Buyer, or that such non-reusable work cannot reasonably be restocked or otherwise used by Seller in fulfillment of its obligations to other customers without increased cost to Seller, then the purchase price to be charged by Seller shall be equitably adjusted. Seller shall inform Buyer of its intention to demand a price increase due to the variation within two (2) weeks after the receipt by the Seller of the modified or canceled Purchase Order. Buyer need not give notice to Seller of Buyer's intention to claim a

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payment reduction due to any cancellation or reduction in quantity of Products. In such instances, Seller shall reduce appropriately and automatically the invoice amount to reflect the reduced quantity of Product ordered. The determination of any price adjustment shall in no event delay any performance by Seller under this Agreement.

9 QUALITY ASSURANCE

- 9.1 ACCEPTANCE TEST PROCEDURE TO BE DEFINED. Buyer and Seller will jointly establish the appropriate Acceptance Test Procedures that will be added to this Agreement subsequent to the date hereof as Attachment E not later than the dates set forth in Attachment B. Notwithstanding the preceding sentence, Seller is expected to plan other tests, generate test procedures, incorporate Buyer input, to the extent Seller believes such input is reasonably appropriate, execute tests, report results and rectify test failures, before testing a Product for Acceptance.
- 9.2 REGULATORY. Seller shall be responsible at its sole cost for obtaining any and all approvals and certifications required by governing bodies, including, but not limited to, FCC approvals, Underwriter's Laboratory approval, etc. Seller is deemed to be an expert in obtaining any regulatory approvals and delays in obtaining regulatory approval shall not constitute an excusable delay, unless such delay is the result of system simulator failure or similar problems, or such delay results from an event deemed to be Force Majeure, unless Seller can clearly demonstrate such, where requests are timely filed. Seller represents and warrants that all Products delivered hereunder will have received all necessary regulatory approvals. By illustration and not limitation of the foregoing, Seller warrants that, upon delivery, Products will comply with all FCC rules or other regulations including, without limitation, compatibility with disabled or handicapped End-Users, including hearing impaired End-Users using hearing aids, blind End-Users, etc., applicable as of the date of such delivery. Seller also warrants that, to the extent applicable to Seller or Buyer, Seller's Products comply with the requirements of the Americans With Disabilities Act, 42 U.S.C. Section 12101. Seller shall add to its instruction manuals information concerning use of Products by disabled or handicapped persons. Buyer agrees to provide Seller at Seller's expense with reasonable assistance and backup support when so requested by Seller and where necessary in obtaining such approvals.
- 9.3 ISO 9000 COMPLIANCE; AUDITS. Seller shall endeavor to produce Products in accordance with a quality system meeting the requirements established in ISO Standard 9001. Seller shall work to gain ISO 9001 certification and shall, upon request by Buyer, furnish Buyer a copy of Seller's ISO certification plans and timetable. Buyer may conduct quality audits of Seller's manufacturing facilities up to four times a year, with advance notice of five (5) working days.

- 9.4 MARKET VERIFICATION TEST; COMMERCIAL TEST PROCEDURES. For each Prototype model of Product, within five (5) days of the first day on which Alpha units are available (as set forth in Attachment J), Seller will provide Buyer, at no charge, two (2) such Prototypes for testing. Buyer shall test the units according to any protocols submitted by Seller and may additionally test the units as Buyer deems appropriate. In addition, for each new model of Product, within five (5) days of the first (1st) day of Beta testing (generally, about thirty (30) days before launch), Seller will provide Buyer, at no charge, one hundred (100) units for Beta testing in accordance with Seller's protocols. Buyer shall conduct all such testing in good faith and shall submit the results to Seller within ten (10) days of completion of testing. In addition, if Seller so requests, all test units on loan to Buyer shall be (i) returned to Seller, or (ii) destroyed by Buyer, either at Seller's expense.
- 9.5 FIELD TRIALS. Where Buyer and Seller agree to conduct field trials using Buyer's network and Prototype Products, should FCC type acceptance or other regulatory approval not have been granted for the Prototype or Pre-production Products, Seller, at its cost and with appropriate support from Buyer in Buyer's discretion, shall promptly seek and diligently prosecute, a request for expedited approval or an interim waiver to meet regulatory requirements. In connection with such field trials, at no charge to Seller, Buyer shall provide Seller with a commercially reasonable number of SIMs for the purpose of conducting such field trials. The SIMs to be provided to Seller shall be enabled for use in Buyer's home network and for roaming in other networks. The reasonable and customary expenses incurred by Seller in performing such tests shall be borne by Seller.
- 9.6 SAMPLE TESTING. Seller may at its sole option, but is not obligated to, perform adequate testing to assure that shipped Products meet Buyer's sample testing criteria established in Attachment D. Notwithstanding the foregoing, prior to Seller initiating the volume manufacture of Products, Buyer shall have the right at its sole option, but is not obligated to, conduct sample testing of incoming Products and to reject lots that fail to meet the applicable product specifications and quality levels set forth in this Agreement and Attachments hereto (including the quality levels set forth in Attachment D), and/or US regulatory requirements and US law. Buyer shall have the right to conduct such testing either at Seller's manufacturing facility ("on-site testing") or Buyer's facility ("off-site testing"). Neither Buyer's waiver of its right to conduct sample testing nor Buyer's conducting sample testing in any way other than as set forth in Attachment D shall derogate from or otherwise affect in any way Buyer's other rights or remedies under this Agreement, including by illustration and not limitation its rights and remedies under sections 13, 14, or 17.
- 9.6.1 ON-SITE TESTING. Buyer shall have the right to conduct at Seller's site acceptance tests of manufactured Products in such time frames as are

mutually agreed upon by the parties. Buyer's acceptance tests shall not unreasonably interfere with Seller's normal business operations, and Buyer may not require Seller to provide test equipment for such tests beyond that which Seller normally uses to perform such tests. This testing in no way relieves Seller of any other responsibilities under this Agreement. Seller shall make available such test equipment to Buyer at Seller's location to perform such tests. In the event Buyer requests tests that are not normally performed by Seller, Buyer and Seller shall work together to implement Buyer specific end of process tests. Any increases in cost to Seller to perform such Buyer tests will be negotiated in good faith by both parties prior to Seller initiating such tests.

9.6.2 OFF-SITE TESTING. Seller acknowledges and agrees that, in addition to the testing described in Section 9.6.1 or in lieu thereof, Buyer shall have the right to conduct off-site sample testing of incoming Products and to reject lots that fail to meet the quality levels set forth in Attachment D. In connection with such off-site testing, Buyer shall bear the cost of any additional test equipment required to perform such test(s); however, Seller shall provide Buyer, without charge, all upgrade(s) to any Seller owned software used in the test equipment so that Buyer is able to test and confirm the quality of the various releases of Products provided hereunder. Buyer shall be solely responsible for any additional testing required to qualify Products for sale in any market other than the U.S. Seller shall perform adequate testing to assure that shipped Products meet Buyer's sample testing criteria set forth in Attachment D.

9.7 INCOMING INSPECTION. In addition to the sample testing described in Section 9.6, Buyer shall have the right to conduct up to one hundred percent (100%) inspection of all incoming products ("Incoming Inspection"). Any Incoming Inspection shall be completed within thirty (30) days of receipt of the Product undergoing inspection. The Incoming Inspection shall determine completeness of shipment, physical and electrical condition of Products, and otherwise verify conformance of the Products with the specifications thereof. Buyer shall have the right to reject any such shipment as having failed Incoming Inspection. In such event, at the Seller's discretion either (i) Buyer may reject the shipment and return it to Seller at Seller's expense or (ii) Buyer may reject the shipment, and, as soon as commercially feasible but no later than seventy-two (72) hours after receiving Buyer's notice of rejection, Seller will fly one or more of its personnel to the location of such rejected shipment for the purpose of examining the same and rectifying the cause for Buyer's rejection. Buyer, however, shall not have the right to delay payment, where payment to Seller is otherwise due, by virtue of Buyer's failure to complete Incoming Inspection within thirty (30) days. Buyer's performance of Incoming Inspection, however, shall not prevent Buyer from making claims under other provisions of this Agreement for defective, misdelivered or otherwise incorrect Products.

9.8 RETURN OF DEFECTIVE PRODUCTS OTHER THAN IN WHOLE SHIPMENTS. With respect to Products failing Buyer's acceptance tests, where such failures are random in nature and type and are not common failures (e.g., a software program bug that affects every unit shipped in the same or a similar manner), Seller shall compensate Buyer in liquidated damages for Buyer's efforts in identifying Defective Products and returning them to Seller for credit against Buyer's account. A Product Defect shall include, but not be limited to, a damaged, mislabeled or mis-packaged Product, an incorrect Product model or improperly operating Product, or a Product not in compliance with the specifications as set forth in Attachments A-1 through A-3 of this Agreement or such subsequent Attachment (a "Defect" or "Defective Product"). The liquidated damages shall be in the form of additional like Products shipped at Seller's expense, provided without additional charge to Buyer, and shall be in addition to any other remedies for Defective equipment as provided elsewhere in this Agreement. The liquidated damages shall be determined as follows:

9.8.1 ***

9.8.2 ***

10. EXTENDED TERM FOR CERTAIN PROVISIONS. Except as may be more specifically set forth in an individual section, sections 1, 2, 7, 10, 12, 13, 14, 15, 17, 18, 19, 25, and 32 shall survive the termination of other portions of this Agreement.

11. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to Buyer upon delivery of the Products to the location specified in the Purchase Order. Seller shall pay for all freight charges from Seller's configuration center to Seller's warehouse in San Diego, California. Seller shall bill all additional freight charges to Buyer's Delivery Points at the amounts set forth in Attachment C. Delivery of the Products shall convey to Buyer all rights and title therein by appropriate documents with warranty of title, free and clear of all liens and encumbrances. Title to Seller's intellectual property, including software, patents, copyrights, trademarks and trade names, shall not be conveyed to Buyer at any time.

12. PRODUCT SUPPORT

12.1 TRAINING SUPPORT. Seller shall provide, without charge, training support to Buyer as provided below:

12.1.1 TECHNICAL TRAINING. Seller will train Buyer's personnel in connection with the installation, re-programming, use, and maintenance of the Products. Consistent with the requirements of Section 12.3, Seller shall

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

give Buyer a reasonable number of copies of Product documentation, including, but not limited to, re-programming and installation instructions, standards and specifications, maintenance procedures and usage instructions, except as Seller reasonably considers to be proprietary or confidential.

12.1.2 SALES TRAINING. Seller shall train Buyer's sales personnel on the Products, including training materials for on-site sales personnel training, providing detailed feature and benefits summaries, configuration drawings, accessory descriptions, programming instructions and the like.

12.1.3 CUSTOMER SERVICE TRAINING. Seller shall train Buyer's customer operations personnel, including training materials for on-site customer service training, providing detailed feature, configuration drawings, trouble shooting Q&A, and programming instructions.

12.1.4 REPRODUCTION RIGHTS; UPDATED TRAINING MATERIAL. Buyer has the right to video tape all training classes conducted by Seller for Buyer's employees and to use the video tapes as training tools for new hires. Seller will provide Buyer with training documentation in both paper and electronic formats and for on-line documentation to be shared by multiple users. Seller will provide Buyer with updates to training manuals and training equipment and software at no charge to Buyer. Buyer will work with Seller to establish the training guidelines and modules. Seller will conduct training at Buyer's sites of choice with no more than five (5) sites in each MTA or BTA for each category of training defined in Sections 12.1.1 through 12.1.3. Seller will provide Buyer with a training support line, during normal business hours, at no charge to Buyer. Buyer will provide Seller with a single point of contact for updates and resolutions.

12.2 TECHNICAL SUPPORT. Seller shall provide, without charge, technical support to Buyer and End Users as described on Exhibit K.

12.3 DOCUMENTATION. Seller shall supply Buyer with the documentation described below in both printed format and on magnetic storage medium. Where documentation exists in draft or preliminary form, it shall be supplied to Buyer in such draft or preliminary form, and updated as described in Section 12.4. All documentation supplied shall be in accordance with the best standards for similar Products, whether from Seller or other suppliers.

12.3.1 TECHNICAL DOCUMENTATION. Except as Seller reasonably considers to be proprietary or confidential, technical documents to be supplied include, but are not limited to: block diagrams; service manual (including theory

of operation); installation and preventive maintenance procedures; training manual; configuration guide; installation and planning guide; commercial/sales training instructions.

12.3.2 FIRMWARE. Except as Seller reasonably considers to be proprietary or confidential, Seller shall provide to Buyer a firmware manual, including general description of firmware architecture, to the extent appropriate for the level of maintenance performed by Buyer.

12.3.3 DELIVERY DATES AND REPRODUCTION. Complete sets of the documents described in Sections 12.3.1 and 12.3.2, inclusive, shall be delivered within a mutually agreed and established time schedule and in correspondence with any addition or modification to Products or the addition of new Products to this Agreement. Buyer is authorized to modify, reproduce and distribute such documents, whether in whole or in part, as Buyer sees fit, for purposes related to the operation, maintenance or business activities of its PCS business.

12.3.4 TECHNICAL BULLETINS AND NOTES. Except as Seller reasonably considers to be proprietary or confidential, Seller shall provide to Buyer, without charge, all technical bulletins and notes related to Products, whether issued periodically or aperiodically.

12.3.5 TEST AND DIAGNOSTIC MODE INFORMATION. Except as Seller reasonably considers to be proprietary or confidential, Seller shall provide the information specified at Section 2.2 concerning the technical interface to Products, including test and diagnostic mode information.

12.3.6 CUSTOMER SERVICE. Seller shall provide customer service to the extent and in the manner described in Attachment K. Further, Seller shall make a good faith effort to coordinate customer service efforts with Buyer's contractor, Wireless Data Services.

12.4 SURVIVAL AND EXTENDED TERM. Seller shall be responsible for revising and issuing its documentation and for providing Buyer with complete and up-to-date documentation as provided in Section 12.3 and for providing Buyer with technical support as provided in Section 12.2. Seller's obligations under Sections 12.2 and 12.3 and this Section 12.4 shall survive the term of this Agreement and shall end three (3) years after the delivery of the last unit of any Product under this Agreement.

13 WARRANTY AND SERVICE REPAIR

- 13.1 PRODUCT WARRANTY. Without reducing the scope of warranties provided by Seller elsewhere in this Agreement or that may be imposed upon Seller at law or in equity, Seller hereby represents and warrants to Buyer as follows:
- 13.1.1 INTER-OPERABILITY TESTING. Seller shall warrant and certify that it has tested its PCS 1900 Products with PCS 1900 network infrastructure manufactured by Northern Telecom, Ericsson, Siemens, Motorola, Nokia and Lucent, to the extent these manufacturers have a functioning PCS 1900 test system and are willing to cooperate with Seller in such compatibility testing, and that the results of such tests demonstrate proper inter-operability as of the date of testing. Seller shall periodically inform Buyer of the status of its compatibility testing and shall provide such information to Buyer when Seller introduces a new configuration Product.
- 13.1.2 REGULATORY APPROVALS. Seller warrants that all Products have received all necessary regulatory approvals and comply with all applicable federal and state laws, rules, regulations, and codes in existence during the term hereof (including without limitation FCC rules, regulations and requirements),.
- 13.1.3 COMPLIANCE. Seller warrants that all Products will work on the full PCS spectrum, Bands A through F, inclusive, except as may be specifically excluded on a product-by-product basis in Buyer's sole discretion. Seller further warrants that the Products comply with all EIA/TIA, GSM, GSM NA, PTCRB, and ETSI standards and all other mutually agreed industry specifications and standards. Seller further warrants that the Products are and will be fully Year 2000 compliant, meaning that the advent of the Year 2000 shall not adversely affect the performance, operation, or networking of any Products, with respect to date or date-dependent data or functions.
- 13.1.4 GOOD TITLE. Seller warrants that it has good title to the Products and the right to sell them to Buyer free of any proprietary rights of any other party, security interest, lien or any other encumbrance whatsoever.
- 13.1.5 OPERATIONS WARRANTY. Seller warrants that Products furnished by Seller hereunder shall be free from defects in manufacture, material, design, workmanship and title, and shall conform to published specifications at the time of original purchase. This warranty shall not apply to any Product, or part thereof, which (i) has been modified or otherwise altered other than pursuant to Seller's written instructions or written approval, (ii) is in the normal course consumed or depleted in operation or, (iii) is not properly stored, installed, used, maintained or repaired other than by

Seller-authorized repair, or, (iv) has been subjected to any other type of misuse or detrimental exposure, or has been involved in an accident.

13.1.6 If a Product fails to meet the foregoing Warranties during the warranty period, Seller shall promptly correct the failure. Any repaired or replacement part furnished hereunder shall be warranted for either the longer of (a) the remainder of the warranty period of the Products in which it is installed or (b) ninety (90) days after the repair or replacement. In the event that Seller is unable to correct the failure through either repair or replacement, Buyer shall return the Product and Seller shall refund the purchase price of the Product.

13.2 LIMITATION. SUBJECT TO SECTIONS 4, 9, 11, AND 12, THE WARRANTIES SET FORTH IN THIS SECTION 13 ARE THE ONLY WARRANTIES, EITHER EXPRESS OR IMPLIED, THAT ARE MADE BY SELLER TO BUYER AS TO THE PRODUCTS, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR COMMON LAW, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13.3 END-USER WARRANTY. In addition, each Product shall come with such warranty to the End-User, as Seller shall establish as its standard End-User warranty for the Products from time to time, the current such standard warranty to the End-User being substantially in the form attached hereto as Attachment F. Under no circumstances shall the warranty period under the End-User warranty be for less than the longer of either (a) one year from the purchase of the Product or (b) ninety (90) days from the date of repair of the Product.

13.4 SERVICE REPAIR AND REPLACEMENT. Seller shall maintain one or more authorized service centers as may be necessary to provide warranty service for the Products. The authorized service centers shall be equipped to repair or exchange, at no cost to the owner of the Product, defective Products that are within the warranty period, as described above. For products requiring repair or replacement after expiration of the applicable warranty period, Seller's authorized service center shall implement an exchange and repair policy at reasonable rates.

13.5 EXCHANGE PROGRAM. In order to minimize end-user time without Handsets in the event of warranty repairs, Seller shall support a Handset exchange program to be administered by PCS Partners or other servicer authorized by Seller and selected by Buyer (PCSP). Such support shall consist of (a) supplying an appropriate number of handsets and standard accessories to PCSP as seed stock sufficient to meet warranty replacement needs, and (b) the payment of fees to PCSP to cover repairs, refurbishing and one way standard ground freight for in-warranty

defective Seller products received from end-users. PCSP shall use all in-warranty repaired and refurbished units as replacements under the exchange program.

- 13.6 CONSISTENT FAILURES. Notwithstanding any disclaimer of warranties herein, where delivered Products repeatedly exhibit Defect failure rates during the warranty period with regard to any particular model of Product (i.e. any lot, batch, or other separately distinguishable group of Product sold or delivered to the End-user or remaining in inventory has more than ***of the same or similar Defect, or *** failure due to cumulative Defects), Seller and Buyer shall immediately initiate a joint program for appropriate countermeasures and, in addition to any other remedy ultimately available to Buyer under this Agreement or otherwise, Buyer shall have the option to exercise any of the following rights, individually or cumulatively:
- 13.6.1 COVER. Buyer may purchase substitute products from another supplier, in which case Seller shall be liable to Buyer for Buyer's increased costs, including increased operating costs, resulting from the substitute products
- 13.6.2 TERMINATE FOR CAUSE. Buyer may terminate this Agreement for cause; provided, however, Buyer shall deliver notice to Seller of its intent to terminate this Agreement for cause pursuant to this Section 13.6 and Seller shall be given thirty (30) days in which to completely remedy to Buyer's reasonable satisfaction the problem or problems creating the unacceptable consistent defective failure rate.
- 13.6.3 RETURN OF DEFECTIVE PRODUCTS. Upon notice from Buyer of a Product Defect, Seller shall issue a return authorization to Buyer within 48 hours of receipt of notice. A Defective Product may be returned directly by any Permitted Purchaser or by Buyer's distributors or retailers at Seller's expense. Seller shall accept returns even though the Product is no longer in its original point-of-sale packaging. Buyer agrees that each Defective Product is to be returned to Seller without its associated SIM. Buyer's distributors and retailers may return Defective Products for a period starting upon receipt of such Product and ending one (1) year after the last date the particular model of Product has been purchased and received by an End-User. Where Buyer elects to proceed under this Section 13.6.3, Seller shall issue an open credit memo to Buyer in the amount of the full invoice purchase price for all returned Products within thirty (30) days of return. Once repaired or replaced, the Products will be delivered with new invoices. This return policy shall continue to apply notwithstanding that Seller has discontinued the model of the Defective Products.

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

- 13.6.4 CANCELLATION OF PURCHASE ORDER. Cancel the Purchase Order, in whole or in part, and return Defective and non-Defective Products to Seller. Should Buyer exercise its option under this section, Buyer's Minimum Purchase Quantity shall be reduced by the number of units returned. That number of units returned shall also count toward Buyer's recoupment of the Product Development Fee, as set forth in Section 4.2.
- 13.6.5 RESHIPMENT. Require Seller to ship within 48 hours a comparable non-Defective Product to the location requested by Buyer, at Seller's expense; provided, however, such right shall be exercised by Buyer only for returns of twenty-five (25) or few units of Product.
- 13.6.6 DURATION OF RIGHTS. Buyer shall be entitled to exercise its rights under Section 13.6 until such time as Seller establishes to Buyer's reasonable satisfaction that it has cured the consistent failures. Provided, however, that should Buyer have exercised its rights to terminate under Section 13.6.2, Buyer shall be under no obligation to reinstate this Agreement and provided that should Buyer have exercised the remedies identified in Sections 13.6.1, Seller shall be obligated to supply alternative Products and cover Buyer's reasonable expenses, respectively, until Seller has demonstrated, through delivery of Products to Buyer, a period of three (3) consecutive months' compliance with a failure rate of *** in each delivery lot. Where Buyer elects to terminate this Agreement under Section 13.6.2 during the Minimum Purchase Term, Seller shall be liable to Buyer for Buyer's increased costs for the remainder of the Minimum Purchase Term. Where Buyer elects the right of cover under section 13.6.1, for a period of forty-five (45) days following receipt by Seller of notice of Buyer's remedy, Buyer shall provide Seller the opportunity to negotiate the supply contract necessary to effect such cover.
- 13.7 SURVIVAL AND TERM. The rights and warranties granted in this Section 13 shall survive the term of this Agreement and shall remain valid for the periods during which the right or warranty is provided as described in this Section 13.

14 TERMINATION; LIMITATION OF LIABILITY

- 14.1 DEFAULT. In the event of a material breach of this Agreement, the non-breaching party shall have the right to terminate this Agreement upon thirty (30) days prior written notice of termination to the other party, unless such breach and any intervening breaches have been cured.
- 14.2 BANKRUPTCY. Either party may terminate this Agreement by written notice in the event that the other party (i) applies for or consents to the appointment of, or the

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taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary proceeding under the Federal Bankruptcy code or under any other law relating to relief from creditors generally, or (iv) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary proceeding under the Federal Bankruptcy Code or under any other law relating to relief from creditors generally, or any application for the appointment of a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, or its liquidation, reorganization, dissolution, or winding-up.

14.3 LIMITATION OF LIABILITY.

14.3.1 EXCEPT FOR SELLER'S LIABILITY UNDER SECTIONS 9, 12, 13, 15, 17, AND 18, AND EXCEPT FOR SELLER'S GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS, THE TOTAL LIABILITY OF SELLER, ON ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY AGREEMENT RESULTING HEREFROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF THE PRODUCTS OR THE FURNISHING OF ANY SERVICE, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCT OR SERVICE WHICH GIVES RISE TO THE CLAIM.

14.3.2 Where a remedy, including a series of optional remedies or multiple remedies, is set forth in the Agreement, those remedies shall be the sole and exclusive remedies for the breach or event for which it is specified, unless such section states that the series of remedies are not exclusive of other remedies. Where no specific remedy is provided, the non-defaulting party shall have the right to recover from the defaulting party only its direct damages arising out of that breach or event. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR INFRINGEMENT) SHALL SELLER OR BUYER BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING LOST PROFITS, OF THE OTHER PARTY, REGARDLESS OF WHETHER SUCH DAMAGES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

- 14.4 RIGHTS OF PARTIES UPON TERMINATION BY EITHER PARTY. In the event of a termination by Buyer or Seller pursuant to the terms hereof, the parties shall make an equitable accounting of any sums due Seller for partial deliveries, such accounting to be completed within sixty (60) days following the effective date of termination, with payment by Buyer to be completed within thirty (30) days following the completion of such accounting.

Seller acknowledges and agrees that the Minimum Purchase Quantity commitment of Section 2.8 imposed upon Buyer shall be terminated in the event of any termination hereunder due to the Seller's breach of this Agreement.

- 14.5 OTHER GROUNDS FOR TERMINATION. Notwithstanding anything to the contrary contained elsewhere in this Agreement, this Agreement may be terminated and the obligations of the parties hereunder shall be ended under the following circumstances:
- (a) Buyer and Seller mutually agree in writing to terminate this Agreement;
 - (b) Buyer determines that the development of Products is more than 6 months behind the development schedule set forth in Attachment J; or
 - (c) Buyer determines that key performance requirements (e.g., dataspeeds, etc.) are beyond the deviation or tolerance standards set forth in this Agreement or in any Attachments hereto.

15 CONFIDENTIALITY

- 15.1 CONFIDENTIAL INFORMATION DEFINED. During the term of this Agreement and thereafter it may be necessary for the parties to mutually exchange certain information, data and material of a proprietary nature whether relating to marketing, technical, financial and other matters. To be treated as confidential hereunder ("Confidential Information"), information disclosed in writing shall be marked as confidential or proprietary, and the disclosing party shall indicate the confidential nature of verbal information at the time of disclosure. All Confidential Information shall:

- 15.1.1 BE HELD IN CONFIDENCE. Be received and retained in the strictest confidence by the parties and will be deemed to be proprietary information of the disclosing party and the recipient(s) of such Confidential Information agree(s) that it (or they) will not disclose it to third parties and further, will treat such information, data or material as proprietary using the same degree of care that it (or they) would normally use in protecting its (or their) own proprietary information.

15.1.2 LIMITED USE. Be used by the parties hereto solely for the purpose of implementing this Agreement.

15.2 EXCEPTIONS. The provisions of Section 15.1 above shall not apply to any Confidential Information which:

- (a) Is known by the receiving party prior to the date hereof, and is not subject to or in violation of an obligation of confidentiality;
- (b) Is or becomes public knowledge other than by default of the receiving party;
- (c) Is obtained by the receiving party from a bona-fide third party having free right of disposal of such information;
- (d) Is wholly and independently developed by receiving party without reference to the Confidential Information; or
- (e) The receiving party is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof, provided, however, that the recipient of the information shall first have given notice to the disclosing party and made a reasonable effort to obtain a protective order requiring that the information and/or documents so disclosed be used only for the purposes for which the order was issued.

15.3 SURVIVAL. This Section 15 shall survive any termination of this Agreement for a period of two (2) years.

16 FORCE MAJEURE

16.1 FORCE MAJEURE. Neither of the parties hereto shall be liable for any damages or penalty for delay in performance of its obligations under this Agreement when such delay is due to acts of God, acts of civil or military authority, fires, floods, epidemics, war or riots, industry-wide strikes, lockouts or other labor disputes, , or any other causes beyond the reasonable control of such party. The party so affected shall, upon giving prompt written notice to the other party of the delay and the cause therefore, be excused from performance to the extent of the prevention, restriction or interference; provided, however, that the party so affected shall use reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. In the event of Force Majeure delays, the time for performance shall be extended by mutual agreement of the parties as

provided above, but in no case shall the extension exceed a day-for-day extension based upon the duration of the act of Force Majeure.

- 16.2 BUYER'S RIGHT TO TERMINATE FOR FORCE MAJEURE. Should Force Majeure prevent Seller from timely performing under this Agreement, where the Force Majeure delays Seller's performance by such time that, in Buyer's reasonable judgment, Buyer has lost the benefit of the bargain or where the delay is such that Buyer must reasonably look to substitute supplies to protect Buyer's position, Buyer has the right to terminate this Agreement, notwithstanding the provisions of Section 18.1.
- 16.3 SELLER'S RIGHT TO TERMINATE FOR FORCE MAJEURE. Should Force Majeure prevent Buyer's performance under this Agreement for a period of more than six (6) months, Seller has the right to terminate this Agreement, notwithstanding the provisions of Section 16.1.

17 PRODUCT LIABILITY INDEMNIFICATION

Notwithstanding anything to the contrary contained herein, Seller agrees to defend, hold harmless and indemnify Buyer, its subsidiaries and Affiliates, and its and their officers, agents and employees, from and against any damages, claims, demands, liabilities and expenses (including reasonable attorneys' fees) that arise out of, or result from, the death or bodily injury to, or damage to tangible property of any third party resulting (including Seller's employees) from the design, manufacture, or use of a Product, whether or not resulting from a Defect, produced by Seller or Seller's affiliate. Seller shall pay all costs, damages and reasonable attorneys' fees that a court awards as a result of such claim provided that: (i) Seller has sole control of the defense and related settlement negotiations; (ii) Buyer provides Seller with assistance, information and authority reasonably necessary for Seller to perform its obligations under this Section 17; and (iii) Buyer notifies Seller in writing within thirty (30) days of the discovery of the claim. Seller shall not be responsible for any settlement made without its consent. Buyer shall not be required to admit any liability either to obtain Seller's compliance with the indemnification provisions of this Section or for any other reason.

18 INTELLECTUAL PROPERTY INDEMNIFICATION

- 18.1 Seller warrants that the Products furnished hereunder shall be delivered free of any rightful claim of any third party for infringement of any patent, copyright, trademark, trade secret, or other intellectual property right. If Buyer notifies Seller with thirty (30) days of the receipt of any claim that the Products infringes a patent, copyright, trademark, trade secret, or other intellectual property right, and gives Seller information assistance and exclusive authority to settle and defend such claim, Seller at its own expense shall indemnify, defend, and hold harmless

Buyer, or may settle, any suit or proceeding against Buyer so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the Products for the purpose intended is enjoined by any court of competent jurisdiction, Seller shall, at its expense and option, either: (i) procure for Buyer the right to continue using the Products, or (ii) modify the Products so that they become non-infringing, or (iii) replace the Products or portions thereof so that they become non-infringing, or (iv) if none of (i), (ii), or (iii) can be accomplished within a reasonable period, accept the return of the Products and refund the purchase price. The foregoing states the entire liability of Seller for patent, copyright, trademark, trade secret or other intellectual property right infringement by the Products and is subject to any limitation of total liability set forth in this Contract. Buyer shall not be required to admit any liability either to obtain Seller's compliance with the indemnification provisions of this Section or for any other reason.

- 18.2 The preceding subsection 18.1 shall not apply to: (i) any portion of the Products that is manufactured to Buyer's design, provided that the claim of infringement arose out of Buyer's design or (ii) the use of the Products for a purpose not intended or in conjunction with any other apparatus or material not supplied by Seller to the extent that such conjoined use causes the alleged infringement. As to any portion of the Products or use described in the preceding sentence, Seller assumes no liability whatsoever for patent, copyright, trademark, trade secrets, or intellectual property rights infringement.
- 18.3 Seller will not be responsible for any compromise or settlement made without its written consent.

19 DISPUTE RESOLUTION

- 19.1 INTERNAL ESCALATION. In the event that a dispute arises over the interpretation or application of any provision of this Agreement or the grounds for termination hereof, any party may request that the parties meet within ten (10) days of such request and seek to resolve the dispute by negotiation of the appropriate officers of each party, with the request for resolution being passed to each officer at the next higher level of authority, in turn. Such meetings shall be attended by individuals with decision-making authority, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within ten (10) days after the first such meeting, the parties have not succeeded in negotiating a resolution of the dispute, or if it has not been possible to schedule a meeting within ten (10) days following request thereof by a party, a party may request that such dispute be mediated in accordance with Subsection 19.2. Notwithstanding anything to the contrary contained in the foregoing, any disputes with respect to intellectual property rights shall be submitted to the courts and not

subject to the provisions of Subsection 19.2, unless otherwise agreed by both Buyer and Seller.

- 19.2 **MEDIATION.** If the attempts to resolve a dispute described in Subsection 19.1 fail, then such dispute will be mediated by a mutually acceptable mediator to be chosen by Seller and Buyer within twenty (20) days after written notice by either party demanding mediation. A party may not unreasonably withhold consent to the selection of a mediator, and Seller and Buyer shall share the costs of mediation equally. Each party shall pay its own attorneys' fees. By mutual agreement, however, Seller and Buyer may postpone mediation until each has completed some specified but limited discovery regarding the dispute. The parties may also agree to replace mediation with some other form of alternate dispute resolution, such as neutral fact-finding or mini-trial.
- 19.3 **ARBITRATION OF DISPUTES.** Any controversy or claim arising out of or relating to this Agreement for the breach hereof which cannot be settled by the parties pursuant to Section 19.1 and 19.2, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association as set forth herein.
- 19.3.1 **SELECTION OF ARBITRATORS.** Each party may select one arbitrator. Selection shall be completed within ten (10) days of the receipt of a demand for arbitration. If either party fails to select an arbitrator within such ten (10) day period, the one selected shall act as sole arbitrator. If two (2) arbitrators have been selected, the two arbitrators selected shall select a third within fifteen (15) days after their selection. If they fail to do so, the third arbitrator shall be selected by the American Arbitration Association. The arbitrators shall set a date of hearing no later than sixty (60) days from the date all arbitrators have been selected and shall enter a decision within thirty (30) days at the end of the proceeding
- 19.3.2 **LANGUAGE.** All proceedings shall be conducted in the English language.
- 19.3.3 **LOCATION.** The arbitration shall take place at a location to be agreed upon by the parties. If the parties are unable to agree, the arbitration shall be in Bellevue, or Seattle, Washington, as designated by Buyer.
- 19.3.4 **FRCP TO APPLY.** In any such arbitration proceeding the arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court; provided, however, that each party shall be entitled to no more than four (4)

depositions upon oral examination of no more than one (1) day in length each.

19.3.5 FINAL AWARD. The award of any arbitration shall be final, conclusive and binding on the parties hereto.

19.3.6 REMEDY. The arbitrators may award any legal or equitable remedy. The arbitration award shall include an award of reasonable attorney's fees, in the amount of such fees, to the prevailing party. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction.

19.3.7 INJUNCTIVE RELIEF. Either party to an arbitration hereunder may bring an action for injunctive relief against the other party if such action is necessary to preserve jurisdiction of the arbitrators or to maintain status quo pending the arbitrators' decision. Any such action called pursuant to this paragraph shall be discontinued upon assumption of jurisdiction by the arbitrators and their opportunity to consider the request for equitable relief pending final decision in the arbitration.

19.4 CONTINUE TO PERFORM. The parties shall continue to perform all obligations under the Agreement pending the above-described dispute resolution proceedings, subject to full reservation of rights at law or under this Agreement.

19.5 CHOICE OF LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF WASHINGTON, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW THEREOF.

20 NON-EXCLUSIVE AGREEMENT

This Agreement is a nonexclusive agreement. Buyer expressly reserves the right to contract with others for any of the goods or services it may require, including those that may duplicate Products.

21 INSURANCE

21.1 SELLER TO MAINTAIN. Seller shall maintain and keep in force all risk insurance, in form and substance and with insurers reasonably satisfactory to Buyer, covering all Products delivered to Buyer the risk of loss to which has not passed to Buyer, and shall furnish Buyer with proof that such insurance has been obtained and is in force.

21.2 LEVEL OF INSURANCE. Seller shall at all times while performing services on Buyer's premises carry insurance with limits not less than the limits described as follows:

(a) Employer's General Liability: Limits ***.

(b) Comprehensive General Public Liability: *** single limit bodily injury and property damage combined; such coverage shall include a broad form liability rider, completed operations coverage rider and contractual liability rider.

(c) An umbrella policy: with *** single limit bodily injury and property damage combined.

(d) Workmen's Compensation: maintained at least at the level required by statute in the states in which Seller is to perform work under this Agreement.

21.3 CERTIFICATES OF INSURANCE. Seller shall provide Buyer with certificates of insurance (i) evidencing the insurance to be carried under this Article 21, naming the Buyer as an additional insured and (ii) including provisions that such insurance policy shall not be subject to cancellation, expiration or reduction without thirty (30) days written notice to Buyer.

21.4 NO WAIVER. Notwithstanding the requirements as to insurance to be carried, the insolvency, bankruptcy or failure of any insurance company carrying insurance for either party, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either party from any obligations under this Agreement.

22 ASSIGNMENT

22.1 CONSENT REQUIRED. Except as otherwise expressly provided in this Agreement, no party shall have the right to assign its rights or delegate its duties under this Agreement or any Purchase Order hereunder, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign its rights and obligations hereunder to (1) any corporation resulting from any merger or other reorganization to which Buyer is a party, (2) any corporation, partnership, association, or other person or entity to which Buyer may transfer all or substantially all of its assets or business existing at such time, or (3) any entity which controls, is controlled by, or under common control with Buyer.

22.2 INVALID WITHOUT COMPLIANCE. Any attempted assignment or delegation in contravention of this Section 22 shall be void and of no effect and shall be

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grounds for immediate termination by the non-breaching party, for cause, as provided in Section 12 hereof.

22.3 ASSIGNS. Subject to the provisions of Section 22.1 above, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns, if any, of the parties hereto.

23 NOTICES

Except as otherwise provided in this Agreement, or applicable Purchase Order, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and mailed by certified mail, return receipt request, facsimile transmission upon confirmation of receipt, overnight courier or hand delivery to the parties at the addresses set forth below or at such other addresses as may be designated by the parties in writing:

To: Seller:

NOVATEL INC.
Attn: Greg Robins
9360 Towne Center Drive, Suite 110
San Diego, CA 92122
Phone: 858-320-8813
Fax: 858-784-0626

To: Buyer:

VoiceStream Wireless Corporation
Attn: David A. Miller
Vice President of Legal Affairs
3650 131st Ave. SE, Suite 200
Bellevue WA 98006

with a copy, which shall not constitute notice, to:

Attn: Stuart Funk
Director of Contracts and Supplier Relations
3650 131st Ave. SE, Suite 200
Bellevue WA 98006

24 PUBLICITY

Except with respect to Co-Op Advertising (for which Buyer is allowed to use Seller's name in accordance with Buyer's guidelines), Seller shall submit to Buyer and Buyer

shall submit to Seller, as the case may be, all advertising, sales promotion, press releases and other publicity relating to the subject matter of this Agreement wherein Buyer's or Seller's name or names (including the names of Affiliates) are mentioned or language, signs, markings or symbols are used from which the connection of a Buyer's or Seller's name or names therewith may, in Buyer's or Seller's judgment, as applicable, be reasonably inferred or implied. Seller or Buyer, as applicable, shall not publish or use such advertising, sales promotion, press release or publicity matter without Buyer's Seller's, as applicable, prior written approval, which approval may be withheld or delayed for any or no reason.

25 COMPLIANCE WITH LAWS; GOVERNING LAW

Each party shall comply with all applicable federal, state and local laws, regulations and codes, including the procurement of permits and licenses when needed, in the performance of this Agreement. Each party shall indemnify the other party against any loss or damage that may be sustained by reason of such party's failure to comply with such federal, state and local laws, regulations and codes. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, without regard to the conflict of laws of Washington or any other state.

26 WAIVERS OF DEFAULT

Waiver by a party of any default by another party shall not be deemed a waiver by the non-defaulting party of any other default. Failure of a party to exercise a right or remedy shall not be deemed a waiver of that right or remedy.

27 AMENDMENTS

No provisions of this Agreement or any Purchase Order shall be deemed waived, amended or modified by a party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification.

28 ORDER OF PRECEDENCE

During the Term, Buyer's purchase of Products from Seller shall be deemed to be purchased under the terms and conditions of this Agreement. The terms and conditions of Buyer's Purchase Order, Seller's acknowledgments, invoices or any other writings by either party which differ from the terms hereunder shall not be effective unless specifically accepted in writing by amendment to this Agreement made separate and apart from said terms and conditions and signed by all of the parties to this Agreement. In the event of any conflict or inconsistency among the provisions of this Agreement and the

documents attached and incorporated herein, such conflict or inconsistency shall be resolved, by giving precedence to this Agreement and thereafter to the Attachments.

29 HEADINGS

The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

30 SEVERABILITY

If any provision or any part of a provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire provision or the Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly, provided, that the deletion of such provision does not change the intent of the Agreement.

31 SURVIVAL

The provisions contained in this Agreement that by their sense and context are intended to survive the cancellation or termination of this Agreement or any Purchase Order hereunder shall survive such Cancellation and termination.

32 LICENSE

Except as specifically provided in Section 2 hereof, no licenses, express or implied, under any patents, copyrights, trademarks or trade secrets are granted by Buyer or Seller to the other hereunder.

33 PARTY RELATIONSHIP

It is expressly understood that the parties intend by this Agreement to establish the relationship of independent contractors. No party shall have any authority to create or assume in the name of or on behalf of the other party any obligation, express or implied, nor to act or to purport to act as the agent or legally empowered representative of the other party hereto for any purpose whatsoever.

34 CONTRACT/TARGET DATES

Performance of this Agreement will also be subject to Seller working towards completion of tasks subject to agreed target and contract completion dates, set out in Attachment J.

35 COUNTERPARTS

This Agreement may be executed in two (2) separate counterparts, each of which shall be deemed an original and both of which taken together shall constitute one and the same instrument.

36 ATTACHMENTS AND INCORPORATION

36.1 INCORPORATION. The following documents attached hereto are incorporated herein by reference and made a part of this Agreement with the same force and effect as though set forth in their entirety herein (such documents together with this Agreement are herein referred to as the "Agreement").

ATTACHMENT	DESCRIPTION
Attachment A-1	Description of Product 1 (specifications)
Attachment A-2	Description of Product 2 (specifications)
Attachment A-3	Description of Product 3 (specifications)
Attachment B	Dates for Completion of Attachments
Attachment C	Prices
Attachment D	Sample Testing Protocol
Attachment E	Acceptance Test Procedures
Attachment F	End-user warranty
Attachment G	Database Format
Attachment H	Advertising Display Material
Attachment I	Return Policy
Attachment J	GPRS Development Schedule
Attachment K	Technical Support

37 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof. All prior agreements, representations, statements, negotiations, understandings and undertakings are superseded hereby.

IN WITNESS WHEREOF, THE PARTIES HEREBY EXECUTE THIS AGREEMENT BELOW.

SELLER:

Novatel Wireless Inc.,
a Delaware Corporation

/s/

By:

Name: [Print]

Title:

BUYER:

VoiceStream Wireless Corporation
a Delaware Corporation

/s/

By:

Cole Brodman

Name: [Print]

Title:

Attachment A-1
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT A-1 PRODUCT 1 - GPRS - PCS PC CARD

Overview:

Features:

Specifications:

*Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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Attachment A-2
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT A-2 PRODUCT 2 - GPRS - PCS PC CARD 8-SLOT

Overview:

Features:

Specifications:

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Attachment A-3
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT A-3 PRODUCT 3 -- GPRS - GSM/PCS PC CARD 900/1900

Overview:

Features:

Specifications:

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Attachment B
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT B DATES FOR COMPLETION OF ATTACHMENTS

ATTACHMENT	DESCRIPTION	Completion Date
-----	-----	-----
Attachment A-1	Description of Product 1 (specifications)	***
Attachment A-2	Description of Product 2 (specifications)	***
Attachment A-3	Description of Product 3 (specifications)	***
Attachment B	Dates for Completion of Attachments	***
Attachment C	Prices	***
Attachment D	Sample Testing Protocol	***
Attachment E	Acceptance Test Procedures	***
Attachment F	End-user warranty	***
Attachment G	Database Format	***
Attachment H	Advertising Display Material	***
Attachment I	Return Policy	***
Attachment J	GPRS Development Schedule	***
Attachment K	Technical Support	***

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Attachment C
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT C PRICES

Net Price* to Buyer shall be determined by adding the Base Price plus all applicable adjustments as set forth below:

BASE PRICE

THE NOT-TO-EXCEED PRICE FOR PRODUCTS 1 THROUGH 3 AS DEFINED IN ATTACHMENTS A-1 THROUGH A-3 SHALL BE ***.

Prices charged in the future may be adjusted downward to the best prevailing market price at the time of shipment in accordance with the *** section of this agreement.

ADJUSTMENTS TO PRICE

SECTION NUMBER	SUBJECT	UPCHARGE APPLIED TO ALL PRODUCTS	UPCHARGE APPLIED TO AFFECTED PRODUCTS
-----	-----	-----	-----
2.6.4	***		***
2.7	***	***	
2.11.1	***	***	
2.15.2	***		***
2.20	***	***	
4.3	***	***	
5.5	***	***	
9.6	***		***
12.1.2	***	***	
12.1.3	***	***	
12.2.1	***	***	
12.3.1	***	***	
12.3.2	***	***	
12.3.4	***	***	
12.3.5	***	***	

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12.3.6
Attachments A-1
through A-3

ACCESSORY PRICES

No accessories are currently contemplated.

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Attachment D
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT D SAMPLE TESTING PROTOCOL

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 DEFECT CATEGORIZATION FOR AQL TESTING

DEFECT TYPE	MAJOR DEFECT	MINOR DEFECT
ESN does not match declared ESN	X	
Shipping container seriously damaged		X
Shipping list inconsistent with Purchase Order		X
Visual assembly defect, not repaired, per Seller's workmanship standards		X
Mechanical part missing, damaged or broken, but not restricting product integration		X
Connectors damaged or not functional	X	
Failure to pass Seller's Product test program	X	
Foreign material on the Product	X	
Display damaged or inoperable	X	
Failure to conform with the PCS 1900 specifications or Seller's Product tolerances	X	

Attachment E
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT E ACCEPTANCE TEST PROCEDURE

Pending
(To be jointly developed by the Parties)

Attachment F
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT F WARRANTY

Novatel warrants for a period either of the longer of 1 year from delivery at the customer's location or ninety days after repair or replacement that its Products are free from defects in material and workmanship, conform to Novatel specifications and that the software shall be free from errors which materially affect performance. THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOVATEL WIRELESS SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND OR NATURE DUE TO ANY CAUSE.

Novatel's obligations are limited to correction of such failure, repair or replacement and are conditioned upon the Product having been maintained in accordance with Novatel specifications and the Product not having been modified by any party other than Novatel except as expressly permitted in writing.

The foregoing warranties do not extend to (i) nonconformities, defects or errors in the Product due to accident, abuse, misuse or negligent use of the Product or use in other than a normal and customary manner, environmental conditions not conforming to Novatel's specifications, or failure to follow prescribed operating maintenance procedures, (ii) defects, errors or nonconformities in the Product due to modifications, alterations, additions or Product changes not made or authorized to be made by Novatel, (iii) normal wear and tear, or (iv) damage caused by force of nature or act of any third party.

Attachment G
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT G DATABASE FORMAT

(To be supplied by Novatel)

Attachment H
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT H ADVERTISING DISPLAY MATERIAL

(To be supplied by Novatel)

Attachment I
VoiceStream Wireless Corporation/Novatel Inc.

ATTACHMENT I RETURN POLICY

Recognizing that product sold to our customers is done so in good faith, the return of stock is considered contrary to the original purchase terms. However, at your request, Seller will consider the return of customer's inventory under certain market conditions. Seller will only consider credit returns if our customer has demonstrated active promotion and proper positioning of our product.

This agreement is necessitated by the cost prohibitive nature of stock returns and covers the blanket guidelines for processing a return. As a partner with Seller interested in growing our relationship and respective businesses, customers are asked to share the cost of this burden.

Note that each request for return must be specifically agreed to by the Seller customer representative and Seller management. To obtain approval for a specific restock return for credit, a customer signed agreement in accordance with the following return guidelines is required:

The product must be in current production and directly purchased by Buyer within the last 90 days. If product is determined to be purchased from other suppliers, product will be returned to customer.

The product must be in new, immediate resolvable condition including original packaging and master cartons.

A return authorization will be provided by your sales representative. It will be valid for 30 days from issuance.

Stock is to be returned to the Seller San Diego, California, facility.

No custom products are returnable under this policy.

Buyer shall pay freight on returns.

Credit will be provided to customer's account within thirty (30) days.

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ATTACHMENT J GPRS DEVELOPMENT SCHEDULE

THE FOLLOWING SCHEDULE IS CONTINGENT UPON THE OPERABILITY AND COMMERCIAL AVAILABILITY OF A NORTH AMERICAN GSM 1900 NETWORK.

GPRS DEVELOPMENT SCHEDULE:

	14.4KBPS	43.3KBPS	56KBPS
PROTOTYPE QUANTITY	10	20	100
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***

GPRS PC CARD PRODUCT DEVELOPMENT MILESTONES:

- FIRST 1 SLOT ENGINEERING SAMPLES: ***
- INDUSTRIAL DESIGN COMPLETE: ***
- ALPHA TEST BEGINS IN PC CARD FORM FACTOR: ***
- FCC CERTIFICATION BEGINS: ***
- PILOT RUN: ***
- BETA TEST BEGINS : ***
- CARRIER CERTIFICATION BEGINS: ***
- RELEASE TO MANUFACTURING: ***
- FIRST PRODUCTION UNITS: ***

TARGET DEVELOPMENT SCHEDULE FOR 115KBPS GPRS*:

115KBPS	
SCHEDULE	PROTOTYPE-12 MONTHS ARO
	VOLUME-14 MONTHS ARO
CONTINGENT ON SOURCE OF SILICON	

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CONFIGURATION 8 RECEIVE, 2 TRANSMIT

SPEED 115KBPS DOWNLOAD

 28.8KBPS UPLOAD

* Project totally dependent on delivery of silicon capable of this configuration.

Attachment K
VoiceStream Wireless Corporation/Novatel

ATTACHMENT K TECHNICAL SUPPORT

TECHNICAL SUPPORT

Technical Support for the Novatel GSM/GPRS 900/1900 Mhz PC Card delivered to Voicestream or a Voicestream Designated Channel Partner will be managed via a three-tier Technical Support infrastructure and process as follows:

LEVEL ONE TECHNICAL SUPPORT

Level one Technical Support will be provided by Voicestream or Voicestream Designated Channel Partner to their direct and indirect customers. Level one support is defined as calls* originating from Voicestream or Voicestream Designated Channel Partner customers, resellers or distributors regarding Voicestream or Voicestream Designated Channel Partner Service, Wireless Service Providers, Novatel GPRS PC Card products including but not limited to pre and post sale inquiries concerning the basic operation of the hardware and software, functionality, interoperability and capabilities of those products and services.

For calls regarding the Novatel GPRS PC Card products, Voicestream or Voicestream Designated Channel Partner will make every attempt to answer customer questions and resolve issues using available tools, documentation, test equipment and other materials used to support the Novatel GPRS PC Card products (see training section below). If the customer question/issue regarding the Novatel GPRS PC Card product cannot be resolved by Voicestream or Voicestream Designated Channel Partner support personnel to the customers' satisfaction, the issue will be forwarded to Novatel level two Technical Support for further investigation and resolution.

*Calls include phone calls, e-mail, web-based inquiries, faxes and letters.

LEVEL TWO TECHNICAL SUPPORT

Level two Technical Support will be provided by Novatel Wireless support staff directly to Voicestream or Voicestream Designated Channel Partner level one support personnel to assist in the resolution of open customer issues that have not been resolved to Voicestream or Voicestream Designated Channel Partner customers satisfaction during a level one support call. Voicestream or Voicestream Designated Channel Partner will have direct access to designated support staff within the Novatel Wireless support organization for this purpose. A direct line of communication between the two organizations will be established and Novatel

Wireless support technicians will be available during normal Voicestream or Voicestream Designated Channel Partner Technical Support operation hours to assist in resolution of customer problems. Novatel Wireless support engineering will work directly with Voicestream or Voicestream Designated Channel Partner support staff to resolve issues and answer questions, this may require Voicestream or Voicestream Designated Channel Partner support staff to gather additional information and provide system information or test results back to Novatel support staff to aid in the definition and resolution of the problem. It will be Voicestream or Voicestream Designated Channel Partner support staff's responsibility to communicate directly with the end-user customer. Problems that are not resolved *** or problems that are flagged as sensitive/mission critical will be escalated to level three Technical Support for final resolution.

LEVEL THREE TECHNICAL SUPPORT (ESCALATION)

Level three Technical Support will be provided by Novatel support and system engineering staff to resolve issues that cannot be satisfactorily resolved by level one and level two support personnel. Level three support will handle all Voicestream or Voicestream Designated Channel Partner product escalations issues including unresolved support calls and will work directly with Novatel engineering staff to resolve those issues.

TECHNICAL SUPPORT TRAINING

Technical Support training and documentation for the Novatel GPRS PC Card Product will be provided to Voicestream or Voicestream Designated Channel Partner level one support staff by Novatel Wireless. Voicestream or Voicestream Designated Channel Partner support staff will receive training on the general use, functionality, operation and compatibility of the Novatel GPRS PC Card products. In addition all support related documentation, training materials, notes, FAQ's, and web based support materials will be made available to Voicestream or Voicestream Designated Channel Partner for their use in supporting these products.

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PRODUCT PURCHASE AND LICENSE AGREEMENT

AGREEMENT NO. _____

BETWEEN

INTEL CORPORATION AND NOVATEL WIRELESS, INC.

This Agreement dated this 23 day of October, 2000 ("Effective Date") is between Novatel Wireless, Inc., with a place of business at 9360 Towne Centre Drive, Suite 110, San Diego, CA 92121, and Intel Corporation, with a place of business at 2111 N.E. 25th Avenue, Hillsboro, OR 97124-6497. The "Agreement," "Novatel Wireless" and "Intel" are defined more fully below. Novatel Wireless and Intel are collectively referred to as "Parties", and each individually as a "Party", in this Agreement.

RECITALS

1. Novatel Wireless develops, markets, sells and licenses wireless modems and related firmware and software.
2. Subject to the terms of this Agreement, Intel desires to purchase, and Novatel Wireless desires to sell, wireless modems for incorporation in or integration with Intel's Products, including without limitation a family of wireless computing products that Intel may distribute to end user customers directly and through Intel's distribution channel of resellers, distributors, OEMs and system integrators. Subject to the terms and conditions of this Agreement, Intel also desires that Novatel Wireless sell wireless modems to Intel's contract manufacturers and to third party resellers of wireless computing products on terms and conditions similar to those set forth herein.
3. In addition, subject to the terms of this Agreement, Intel desires to license from Novatel Wireless the necessary rights to manufacture and have such wireless modems manufactured and, under certain circumstances, to enhance and modify the design of such modems.

AGREEMENT

Now, therefore, in consideration of the foregoing, the covenants stated herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. DEFINITIONS. The capitalized terms in this Agreement shall have the following definitions.
 - 1.1 "Agreement" shall mean this document and its Exhibits, schedules, attachments or addenda, and any amendments to the foregoing.
 - 1.2 " *** " shall mean the *** of the Products, *** .
 - 1.3 "Derivative" means (a) for material subject to copyright protection, any work that is based upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion, collection, compilation or any other form in which such pre-existing works may be recast, transformed or adapted and (b) for patentable or patented materials, any adaptation, subset, addition, improvement or combination.
 - 1.4 "Design Package" shall mean, with respect to each Form Factor, all of the documentation, including all Updates thereto, necessary to permit the design and manufacture of such Form Factor. The Design Package shall include without limitation the items listed in Exhibit C-2.
 - 1.5 "Documentation" shall mean training materials, product descriptions, specifications, technical manuals and other printed information in any medium for the Products including all Updates thereto,

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shipped to Intel and shall include Updates to such Documentation created from time to time during the term of this Agreement.

1.6. "Form Factor" shall mean each of the ***.

1.7 "Intel" shall mean Intel Corporation and its Subsidiaries.

1.8 "Intel Manufacturer" shall mean an OEM that manufactures products for or for Intel.

1.9 "Intel Product" shall mean a product manufactured by or for Intel.

1.10 "Intellectual Property Rights" means (i) all United States and foreign letters patent and applications for letters patent, industrial models, industrial designs, utility models, certificates of invention, and other indications of invention ownership, including any such rights granted upon any reissue, division, or continuation or continuation-in-part applications now or hereafter filed; (ii) all trade secret rights arising under the laws of any jurisdiction; (iii) all United States and foreign semiconductor mask work rights and registrations for such rights; and (iv) all copyright rights and all other literary property and author rights, whether or not copyrightable, and all copyrights and copyrighted interests, including any renewals thereof. Intellectual Property Rights do not include any rights in any trademarks, trade names, service marks, logos, and the goodwill associated therewith.

1.11 "Invention" shall mean any idea, design, concept, technique, invention, discovery or improvement relating to software, firmware, microcode, or the hardware intended to run such software, firmware, and/or microcode, whether or not patentable, that is first conceived or reduced to practice by one or more of the inventing party's employees during the term and in the performance of this Agreement.

1.12 "Manufacturing Package" shall mean all of the documentation including all Updates thereto necessary for the manufacture of the Products. The Manufacturing Package shall include without limitation the items set forth in Exhibit C-1.

1.13 "Novatel Wireless" shall mean Novatel Wireless, Inc, and its Subsidiaries.

1.14 "Novatel Wireless Intellectual Property Rights" means all Intellectual Property Rights owned by, controlled by, or licensed to, Novatel Wireless on or after the Effective Date.

1.15 "Novatel Wireless Manufacturer" shall mean an OEM that manufactures products by or for Novatel Wireless.

1.16 "OEM" means original equipment manufacturer.

1.17 *** shall mean the *** of the Products, as described in Exhibit A.

1.18 "Patent Rights" means with respect to a party all of such party's rights arising from or related to all classes or types of patents, utility models and design patents and applications for these classes or types of patent rights and any equivalent rights in all countries of the world that are owned or controlled by such party.

1.19 "****" means *** manufactured by or on behalf of Intel or third-parties that are or will be used in connection with the ***.

1.20 "****" means the *** and *** being developed by and for Intel for a family of ***, ***, ***.

1.21 "****" shall mean the *** of the Products, as described in Exhibit A.

1.22 "Products" shall mean Novatel Wireless's wireless modems and related firmware and software which are sold or licensed to Intel under this Agreement, consisting of the ***, ***, including without limitation the Product Software, all as described in Exhibit A, and any Updates

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thereto.

1.23 "Product Support" mean the support that Novatel Wireless is required to provide Intel with respect to the Products, as described in Exhibit D.

1.24 "Product Software" shall mean the software and firmware, including all related Documentation and Updates thereto, that is required or normally provided by Novatel Wireless for the operation of the Products, in compiled object code form (or, only if licensed pursuant to the Design Package license provisions in Section 5, in source code form), as described in Exhibit A, including without limitation the TTP Com Software.

1.25 "Product Software Utilities" shall mean the Product Software Utilities described in Exhibit A hereto, including any Updates thereto.

1.26 "Shipment" or "Shipped" refers to a shipment by Intel or an Intel Manufacturer of a Product out of finished goods.

1.27 "Subsidiary" shall mean a corporation, company or other entity more than fifty percent (50%) of whose outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are owned or controlled, directly or indirectly, by a party hereto. However, such corporation, company or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

1.28 "Substitutable Product" shall mean a wireless modem, whether Novatel Wireless's or a third party's, which would be considered a substitute or replacement product for Products.

1.29 "TTP Com Software" shall mean the Layer 2/3 Protocol Stack and Application Layer software licensed from TTPCom to Novatel Wireless as in existence on the Effective Date, and any Updates thereto.

1.30 "Updates" shall mean with respect to any Product (including Product Software) any modifications to or Derivatives of the Products developed by Novatel Wireless during the term of this agreement that correct errors, fix bugs, or provide other incidental corrections, or improve functions, add new functions, or improve performance by changes in system design and coding (including modifications to hardware, firmware and software), including carrier-mandated hardware and software fixes, component (vendor) changes, implemented cost reduction strategies; software/firmware changes; changes to the connector or antenna (and related Documentation), which are made available at no additional charge to any customer of Novatel Wireless who purchases such Product, except that notwithstanding the foregoing, "Updates" shall not include modifications to or Derivatives of the Products implementing changes in the band or mode for current Form Factor sizes (e.g., single or multi-band; single or multi-mode), changes in the form factor relating to a specific host, or substantial changes to the host connector or antenna. "Updates" with respect to the Manufacturing Package and the Design Package shall include all of the Updates as specified above for Products, and also information and support documentation with respect to any change in the manufacturing process that supports any Updates to Products.

2. PURCHASE OF PRODUCTS. Intel may purchase and Novatel Wireless shall sell the Products at the prices specified in Exhibit B-1 and in accordance with the specifications set forth in Exhibit A, as updated from time to time by Novatel Wireless in accordance with Section 2.6 hereof ("Product Specifications", "Product specifications" or "specifications"), the quality requirements set forth in Exhibit E, and the terms and conditions of Exhibit B. Intel shall have no obligation to purchase a minimum number of Product units from Novatel Wireless. In addition, Novatel Wireless shall sell Products directly to Intel's Manufacturers of *** and to third party resellers private labeling *** on terms and subject to conditions substantially similar to the terms and conditions of this Agreement.

2.1 Object Code License to Product Software. Novatel Wireless grants to Intel, a non-exclusive, worldwide, non-transferable (except in connection with a permitted assignment under this Agreement), fully-paid, ***

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license (with the right to sublicense only as expressly set forth herein) to reproduce, display, perform, and distribute the Product Software in object code form to end users directly or indirectly through Intel's distribution channels, including without limitation, OEMs, value-added resellers, system integrators, distributors and resellers; but solely to the extent that the Product Software is incorporated in or integrated with Products purchased by Intel under this Section 2 or manufactured by or for Intel under the license to the Manufacturing Package, and for no other purpose. In connection with the exercise of by Intel of the license to the Manufacturing Package, the Product Software shall not include the TTP Com Software. Intel shall have the right to sublicense the foregoing rights to third parties in relation to the distribution of the Products or to Intel Manufacturers in connection with its exercise of the license to the Manufacturing Package Manufacturer subject to appropriate restrictions on disclosure and use by such Intel Manufacturer. The license granted under this Section 2.1 shall terminate upon termination of the Agreement, except that it shall be perpetual with respect to Products which utilize the Product Software and which have been: 1) made by Intel or an Intel Manufacturer pursuant to the manufacturing license granted in Section 4.1; or 2) sold to Intel under this Agreement by Novatel Wireless.

2.2 Source Code License to Product Software Utilities and Delivery of Product Software Utilities. Within ten (10) days of the Effective Date of this Agreement, Novatel Wireless will deliver or have delivered to Intel the Product Software Utilities, in source code form. Novatel Wireless grants to Intel, a non-exclusive, worldwide, non-transferable (except in connection with a permitted assignment under this Agreement), fully-paid, ***, license to reproduce, internally display, internally perform and make Derivatives of (only under the conditions provided herein) the Product Software Utilities solely for the internal development and support of the Products and to compile and distribute in object code form such Product Software Utilities as incorporated in or integrated with Intel Products, and for no other purposes. Intel shall promptly report to Novatel Wireless any Derivatives made using the Product Software Utilities and shall send a copy of any such Derivatives to Novatel Wireless in both source code and object code format and shall provide Novatel Wireless with a non-exclusive, worldwide, irrevocable, perpetual, fully-paid, royalty-free license to such Derivatives.

2.3 Other Intellectual Property License. Novatel Wireless grants to Intel a license under all of its other Intellectual Property Rights sufficient for Intel to exercise the copyright rights granted to it in Sections 2.1 and 2.2 and for no other purpose.

2.4 Obligation to Meet Product Milestones; Access to Prototypes: (a) Novatel Wireless will complete the following milestones with respect to the development and production readiness of the Products by the dates specified below (each, a "Product Milestone"):

For the purpose of this Section 2.4, the following terms shall have the following meanings: "PROTOTYPE" - Functionally incomplete, not in final Form Factor, demonstrable with significant effort. "ALPHA" - Functionally complete (code complete), in final Form Factor, integration into other systems is possible with some effort, demonstrable with ease, bugs are to be expected. "BETA" - Has passed a significant amount of quality assurance and validation tests, new bugs are few

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and far between, integration with other systems is complete, may be certified by FCC and other regulatory bodies. "PRODUCTION READY" - Certified against and validated against specifications, ready for first customer ship.

(b) Novatel Wireless will provide Intel the Prototypes, Alpha and Beta units described in Section 2.4(a) prior to providing such Prototypes to any other entity and Novatel Wireless will provide Production Ready units of the Products to Intel prior to providing such units to any other entity.

2.5 [***]

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2.6 Product Specifications Input Process. The parties understand that the Product specifications set forth in Exhibit A hereto are in some respects incomplete and will be modified and updated by Novatel Wireless during the course of this Agreement as part of Novatel Wireless's normal process of development. The parties agree that they will follow the following process with regard to permitting Intel to have input with respect to the development and updating of specifications for the Products:

A. [***]

B. [***]

C. Novatel Wireless provides pre 1.0 release specification to Intel in either Word or PDF format on either major revisions or modifications to the specification(s).

D. Intel reviews each specification and provides written feedback to Novatel Wireless for each specification.

E. Intel and Novatel Wireless hold a review teleconference to go over the specifications.

F. Each company will iterate on this until all specifications reach a 1.0 release level, it being understood by the parties that Novatel Wireless shall have sole discretion as to the final specifications.

3. SERVICES.

3.1 Product Support. During the term of this Agreement, Novatel Wireless, [***], shall provide Product Support in accordance with Exhibit D. Product Support shall be provided by Novatel Wireless for the term of this Agreement for all the Products, regardless of whether Novatel Wireless discontinues the manufacture or ends the life of any Product.

3.2 Product Updates. During the term of this Agreement, Novatel Wireless, [***], Novatel Wireless shall deliver to Intel Updates made by or for it to Products (including the Product Software) no later than the delivery to any other customer.

3.3 Implementation Services. In the event Intel exercises its option to license the Manufacturing Package or Design Package, [***]

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3.4 Additional Consulting Services. ***

3.5 Interoperability Testing. Novatel Wireless will provide, *** the interoperability Testing services described in Exhibit H hereto in a manner consistent with the requirements of Exhibit B, except for Sections 3 and 4 thereof. The Statements of Work developed by the parties and governed by Exhibit B will be based on Exhibit H.

3.6 Applicability of Exhibit B to Product Support and Implementation Services. Product Support and the Implementation Services provided under this Agreement shall be rendered in a manner consistent with the terms and conditions of Sections 8, 12, 14, 15, 17, 19, 20 of Exhibit B, and will be considered "Services" for the purposes of such sections of Exhibit B.

4. MANUFACTURING PACKAGE AND LICENSE

4.1 Manufacturing License. Intel shall have the option, in its sole discretion, and upon ten (10) days written notice to Novatel Wireless at any time during the term of this Agreement, to license the Manufacturing Package pursuant to the terms and conditions of this Agreement, including without limitation this Section 4.1. Upon such notice, Novatel Wireless grants to Intel a non-exclusive, non-transferable (except in connection with a permitted assignment under this Agreement), ***, world-wide, license,

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with the right to sublicense only as expressly permitted by this Agreement, under Novatel Wireless's Intellectual Property Rights in the Manufacturing Package, to use, import, reproduce, perform, display and distribute such Manufacturing Package solely to manufacture, or have manufactured the Products for incorporation in or integration with Intel Products, and to make, have made, use, sell, offer to sell, import, reproduce, display, perform and distribute the Products incorporated in or integrated with Intel Products to end users directly or indirectly through Intel's distribution channels, including without limitation, OEMs, value-added resellers, system integrators, distributors and resellers, and for no other purposes. Such manufacturing license shall include a license under Novatel Wireless's Patent Rights that is sufficient in scope in order for Intel to manufacture and have manufactured the Products as specified above. Intel shall have the right to sublicense such rights to an Intel Manufacturer subject to appropriate restrictions on disclosure and use by such Intel Manufacturer, and Intel agrees to cause such Intel Manufacturers to abide by all of the terms and conditions of this Section 4.1 and with respect to the confidentiality provisions of Section 10.1 as they relate to the Manufacturing Package.

4.2 Royalty Prepayment for Implementation Services. In consideration for the Implementation Services with respect to the Manufacturing Package, Intel shall pay Novatel Wireless ***.

4.3 Manufacturing Royalty.

(a) Subject to Section 4.3(b), for each Product manufactured under the license set forth in Section 4.1 for which a Shipment has been made, Intel shall pay Novatel Wireless royalties ("Manufacturing Royalties") in an amount equal to

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4.4 Generation Deposit and Return of Manufacturing Package: In support of Novatel Wireless's obligations under this Section 4, Novatel Wireless shall generate and deposit the Manufacturing Package in escrow with the escrow agent identified in Exhibit C-3 pursuant to the terms and conditions of Exhibit C-3. Upon termination of this Agreement, unless the manufacturing license is renewed under terms mutually agreed to in writing by the parties, Intel shall immediately return all copies of the Manufacturing Package to Novatel Wireless or certify in writing that it all such copies have been destroyed, including any copies in the possession of Intel Manufacturers.

4.5 Updates to Manufacturing Package: During the term of this Agreement, Novatel Wireless shall deposit in escrow, or if applicable, make available to Intel, Updates to the Manufacturing Package, whether the Manufacturing Package is in escrow or has been accessed by Intel pursuant to the exercise of the license granted in Section 4.1. Such Updates shall be delivered to the escrow agent, or if applicable, to Intel on a quarterly basis or promptly upon a change in the Manufacturing Package, whichever is more frequent with respect to any Products, until Intel notifies Novatel Wireless in writing that it has permanently ceased distribution of such Products or upon the discontinuance of use of such Products by Intel, but in any event not later than the expiration or termination of this Agreement. Such Updates may include materials which Intel has reasonably requested which are not listed in Exhibit C-1, subject to the consent of Novatel Wireless which shall not be unreasonably withheld, conditioned or delayed.

4.6 Royalty Reports. Intel will submit a royalty report with respect to Products Shipped by Intel and Intel Manufacturers under the manufacturing license, and pay to Novatel Wireless Manufacturing Royalties on the same due within *** of the end of each calendar quarter in which such amounts are due. Such royalty reports will contain adequate detail for Novatel Wireless to determine the basis for such payments, and the royalty reports and the underlying information from which they were prepared shall be subject to the audit rights of Section 13 of this Agreement. Novatel Wireless agrees to maintain royalty reports as Confidential Information under this Agreement. Payment of royalties shall be made by wire transfer of immediately available funds to the following account: _____.

5. DESIGN PACKAGE AND LICENSE

5.1 Design License:

(a) License Grant: Intel shall have the option, in its sole discretion and upon notice to Novatel Wireless at any time during the term of this Agreement, to license the Design Package for any Form Factor. Upon such notice, or upon the occurrence of any one of the conditions set forth in Section 5.1(b), Novatel Wireless grants to Intel a non-exclusive, non-transferable (except in connection with a permitted assignment under this Agreement), irrevocable, ***, fully paid up (after the payment of the Design License Fees in accordance with Section 5.2, or if one of the conditions set forth in Section 5.1(b) occurs (each, an "Escrow Event"), without payment of any license fees), world-wide, perpetual license.

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with the right to sublicense only as expressly permitted by this Agreement, under Novatel Wireless's Intellectual Property Rights in the Design Package, use, import, reproduce, display, perform, and modify (but only under the terms set forth in this Section 5.1(a)) such Design Package for such Form Factor of the Products and any authorized modification thereof, to manufacture and have manufactured such Form Factor of the Products and any authorized modifications thereof for incorporation in or integration with [***], and to make, have made, use, sell, offer to sell, import, reproduce, display, perform and distribute such Form Factor of the Products and any authorized modification thereof incorporated in or integrated with such [***] to end users directly or indirectly through Intel's distribution channels, including without limitation, OEMs, value-added resellers, system integrators, distributors and resellers. Such design license shall include a license under Novatel Wireless's Patent Rights that is sufficient in scope in order for Intel to exercise fully the license grant set forth above. Intel may sublicense such rights (other than the right to make modifications of the Products) to an Intel Manufacturer subject to appropriate restrictions on disclosure and use by such Intel Manufacturer and Intel agrees to cause such Intel Manufacturers to abide by all of the terms and conditions of this Section 5.1 and with respect to the confidentiality provisions of Section 10.1 as they relate to the Design Package. Intel has the right to make modifications to the Design Package and to the Products, without seeking the consent of Novatel Wireless only if such modifications are substantially similar in nature and scope to Updates previously provided by Novatel Wireless (such modifications hereafter referred to as "Update Modifications"). Intel shall grant to Novatel Wireless a non-exclusive *** perpetual world-wide, license to use, reproduce, display, perform, modify, distribute and sublicense any such Update Modifications. Such Update Modifications, including all related information and Documentation, shall be promptly delivered to Novatel Wireless, in source code form, consistent with the manner set forth in Section 5.4 with respect to delivery of Updates to the Design Package by Novatel Wireless. Intel may request of Novatel Wireless, the right to make additional modifications to the Design Package that do not constitute Update Modifications, and may make such additional modifications upon receipt of written consent from Novatel Wireless, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, Novatel Wireless shall give or refuse such consent within twenty (20) days of Intel's initial request (such approved modifications hereafter referred to as "Approved Modifications"). Intel shall grant to Novatel Wireless a perpetual, world-wide, license to use, reproduce, display, perform, modify, distribute and sublicense any such Approved Modifications, at a consideration and upon appropriate terms and conditions to be negotiated in good faith by the parties.

(b) Design License Conditions.

(i) Novatel Wireless ceases doing business or exits the business of developing and manufacturing all of the Products;

(ii) All or substantially all of the assets of Novatel Wireless are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy.

(iii) Novatel Wireless fails in a material respect to provide Product Support for any Product, and such failure is not remedied within sixty (60) days of Intel providing written notice to Novatel Wireless of such failure to provide Product Support.

(c) Restrictions on Use by Intel of Design Package in Event of Failure of Product Support.

In the event Intel believes that Design License Condition (iii) in section 5.1(b)(iii) has occurred, Intel shall give written notice of such event to Novatel Wireless and upon receipt of such notice, Novatel Wireless shall have sixty (60) days to cure such alleged breach. During the sixty (60) day period, Intel shall reasonably cooperate with Novatel Wireless to effect a cure. If, after sixty (60)

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days, Intel is not satisfied that Novatel Wireless has cured the alleged breach, Intel shall send notice to Novatel Wireless that an Escrow Event has occurred and Novatel Wireless shall have two (2) business days to consent or object to such characterization. If Novatel Wireless objects to such characterization, the parties shall submit the matter to a third-party consultant (the "Consultant") as selected pursuant to Exhibit C-3, hereto. The parties shall submit arguments and the Consultant shall render a decision on the matter within ten (10) days after it is referred to such Consultant. If the Consultant rules that an Escrow Event has occurred, the Consultant must then also determine, based on the parties arguments, the appropriate portion of the Design Package to release from escrow (i.e., that portion required in order for Intel to provide itself the specific Product Support which Novatel Wireless failed to provide), and promptly order the release of such portion of the Design Package. Any use of the Design Package by Intel for this purpose of replacing failed Product Support shall be limited to replacement of the failed Product Support, and any other use by Intel of the released portion of the Design Package is strictly prohibited.

5.2 License Fee to Novatel Wireless for Design Package: [***]

- 5.3 Generation and Deposit of Design Package: In support of Novatel Wireless's obligations under this Section 5, Novatel Wireless shall generate and deposit the Design Package into escrow with the escrow agent identified in Exhibit C-3 pursuant to the terms and conditions of Exhibit C-3.

5.4 Updates to Design Package: During the term of this Agreement, Novatel Wireless shall deliver to the escrow agent, or if applicable make available to Intel, Updates to the Design Package, whether the Design Package is in escrow or has been accessed by Intel pursuant to its exercise of the Design Package License. Such Updates shall be delivered to Intel on a quarterly basis or promptly upon a change in the Design Package, whichever is more frequent, until Intel notifies Novatel Wireless in writing that it has permanently ceased distribution of such Products or upon the discontinuance of such Products by Intel, but in any event not later than the expiration or termination of this Agreement. Such Updates may include materials which Intel has reasonably requested which are not listed in Exhibit C-2.

[***]

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[***]

8. QUARTERLY REVIEWS, CONTRACT ADMINISTRATION AND CHANGES TO CONTRACT DOCUMENTS. Intel and Novatel Wireless will meet approximately once per calendar quarter (each party bearing their own expenses). The content of such quarterly meetings shall typically include, but not be limited to the following: 1) product roadmap review; 2) current product development status; 3) sales and inventory of the Products and 4) identifying additional product areas where other collaborative efforts may exist. The Parties may also meet on an as-needed basis, in order to address on-going issues such as support or manufacturing issues.

9. INVENTIONS & OWNERSHIP.

9.1 Pre-existing Intellectual Property Rights. Each Party shall retain sole and exclusive ownership of and/or unrestricted right to license any pre-existing Intellectual Property Rights owned by such Party or in which such Party has an interest.

9.2 Ownership of Intellectual Property Rights in Modification. Except for Intellectual Property Rights in modifications to the Products made by Intel solely or in collaboration with others in connection with Intel's exercise of the Design Package license, which rights shall be owned by Intel (and which shall be subject to the provisions of 5.1(a) above), all Intellectual Property Rights in modifications to the Products developed by the Parties solely or in collaboration with others in the course of the performance the interoperability testing (as provided in Section 3.5 of this Agreement), the Implementation Services, or the Product Support, shall be owned by Novatel Wireless. Intel agrees to assign (or cause to be assigned) and hereby does assign fully to Novatel Wireless, all such Intellectual Property Rights. All Intellectual Property Rights in modifications to any [***] developed by the Parties solely or in collaboration with others in the course of the performance of the interoperability testing (as provided in Section 3.5 of this Agreement), the Implementation Services or the Product Support, shall be owned by Intel. Novatel Wireless agrees to assign (or cause to be assigned) and hereby does assign fully to Intel, all such Intellectual Property Rights. Intellectual Property Rights with respect to any Additional Consulting Services shall be determined by mutual agreement of the parties.

9.3 Other Inventions. Except as otherwise provided herein, the Inventing Party shall own each

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Invention made by its employees, applications filed thereon, and patents issuing thereon.

9.4 No Other License. Except as explicitly granted in this Agreement, no other patent license or immunity, or other license or right of any kind, shall be deemed granted hereunder, at any time to either party, whether expressly or by implication, estoppel, or otherwise.

9.5 Assignment of Rights. Each party agrees to assist the other, or its designee, at such other party's expense, in every proper way, to secure the rights assigned to such other party under Section 9.2 of this Agreement, including the disclosure to such other Party of all pertinent information or data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments which such other Party may deem reasonably necessary in order to apply for and obtain such rights and in order to assign and convey to such other party, its successors and assigns, the sole and exclusive rights, title and interest in and to such rights, including without limitation, in the case of the interoperability testing (as provided in Section 3.5 of this Agreement), the Certificate of Originality set forth on Exhibit B-3 and the Assignment of Intellectual Property set forth in Exhibit B-4. Each Party hereby waives any and all moral rights, including the right to identification of authorship or limitation on subsequent modification, that such Party or its employees has or may have in any rights assigned to the other party under Section 9.2 of this Agreement.

10. CONFIDENTIALITY AND INFORMATION EXCHANGE.

10.1 General Applicability of CNDA. This Agreement and all information and disclosures made by either Party under this Agreement in writing and whether or not such information or disclosure is listed on any Confidential Information Transmittal Record shall constitute "Confidential Information" as defined in the Parties' Corporate Nondisclosure Agreement # 698343 dated August 2, 2000, which is attached to this Agreement as Exhibit G and incorporated in this Agreement in its entirety ("CNDA"). Except as provided for in this Agreement, neither Party shall disclose the existence or content of this Agreement without the prior written consent of the other Party.

10.2 Confidentiality of Terms.

- (a) Confidentiality of Terms. Confidential Information (as defined below) shall not be disclosed by any party hereto to any third party, including, without limitation, the Securities and Exchange Commission or any other governmental authority or regulatory body, except in accordance with the provisions set forth below. For purposes of this Agreement, the term "Confidential Information" refers to the following items: (i) the existence of this Agreement, (ii) the terms and provisions of this Agreement, and (iii) such other agreements between Intel and Novatel Wireless that incorporate this section of this Agreement by reference. "Confidential Information" does not include information that is publicly filed with the Securities and Exchange Commission.
- (b) Prohibition on Announcements and Other Disclosures. No announcement or other disclosure (including, without limitation, any filing with any governmental authority or regulatory body) regarding any Confidential Information shall be made in a press release, conference, advertisement, announcement, professional or trade publication, mass marketing materials, private placement memorandum, offering circular, prospectus, registration statement, filing, notice or otherwise without the prior written consent of each of the parties hereto.
- (c) Permitted Disclosures. Notwithstanding the foregoing, (i) any party may disclose any of the Confidential Information to its senior management, employees, investment bankers, lenders, accountants and attorneys, in each case only where such persons or entities have a reasonable need to know such information and are under appropriate nondisclosure obligations; and (ii) Intel may disclose its investment in Novatel Wireless and other Confidential Information to third parties or to the public at its sole discretion and, if it does so, Novatel Wireless shall have the right to disclose to third parties any such information disclosed in a press release or other public announcement by Intel.
- (d) Legally Compelled Disclosure. Subject to the terms and conditions of Intel's Consent of even date herewith, in the event that Novatel Wireless is requested or is legally required or becomes legally compelled (or reasonably believes it is legally required or compelled) by any governmental authority or regulatory body (including, without limitation, the Securities and Exchange Commission) or by statute or regulation or by oral questions, interrogatories, requests for

information or documents, subpoena, criminal or civil investigative demand or similar process, including, without limitation, in connection with any public or private offering of Novatel's capital stock to disclose any Confidential Information relating to the terms and conditions of this Agreement, Novatel Wireless shall disclose only that portion of the Confidential Information that Novatel Wireless is legally required to disclose. The Company will not file this Agreement with any governmental authority or regulatory body, or disclose the identity of Intel or any other Confidential Information in any manner except as permitted above and Intel hereby consents to such disclosure if it is in the manner permitted above.

- (E) Other Information. The provisions of this Section 10.2 shall be in addition to, and not in substitution for, the provisions of any separate nondisclosure agreement executed by any of the parties hereto with respect to the transactions contemplated hereby. Disclosures and exchange of confidential information between the Company and Intel not covered by this Section 10 or any other nondisclosure agreement executed by the parties hereto, shall be governed by the terms of the Corporate Non-Disclosure Agreement No. 6983494, dated August 2, 2000, executed by Novatel Wireless and Intel, and any Confidential Information Transmittal Records provided in connection therewith.

11. REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants that it has all rights necessary to enter into this Agreement and that there exist no prior commitments or other obligations which prevent such Party from making all of the grants and undertakings provided for in this Agreement. Further, Novatel Wireless represents and warrant that it has not, as of the Effective Date, received any notice from a third party alleging that any of the Products, Product Software, the Design Package or the Manufacturing Package, respectively, infringe or violate any Intellectual Property Rights of such third party.

11.1 Novatel Wireless's Warranties. In addition, Novatel Wireless makes the following warranties regarding the Design Package and the Manufacturing Package furnished hereunder, which warranties shall survive any delivery of such Design Package or Manufacturing Package:

(a) the Manufacturing Package contains all the documents and other items sufficient in detail and comprehensiveness to permit the commercially reasonable manufacture of the Products by a manufacturer with reasonable background and experience such that functional test yield of *** is achieved for Products that meet the specifications set forth in Exhibit A and the Quality Requirements of Exhibit E.

(b) the Design Package contains all the documents and other items sufficient in detail and comprehensiveness necessary to permit the commercially reasonable design, maintenance and support of the Products by a wireless product designer with reasonable background and experience.

(c) Novatel Wireless has the necessary right, title, and interest to license the Design Package and the Manufacturing Package to Intel (Except with respect to any TTP Com Software included in either the Design Package or the Manufacturing Package), and the Design Package and the Manufacturing Package will be free of financial or security interest liens and encumbrances subject to a general first lien on all of Novatel Wireless's assets by financial institutions with which Novatel Wireless has loans outstanding.

11.2 Intel Warranty.

Intel warrants that upon exercise of the license to the Manufacturing Package or the Design Package, it will have all necessary license rights from TTPCom with respect to TTP Com Software in order to be able to use the TTP Com Software as integrated in or with Products manufactured in accordance with the terms of the manufacturing license in Section 4.1 and the design license in Section 5.1.

12. INTELLECTUAL PROPERTY INDEMNIFICATION.

12.1 Indemnity Regarding Packages. Novatel Wireless agrees to defend, indemnify, and hold Intel harmless against any loss, cost, liability, and expense (including reasonable attorneys' fees) arising from any action or claim brought or threatened against Intel alleging that any of the Manufacturing Package or the Design Package, or any product manufactured in accordance with Novatel Wireless's specifications using such Manufacturing Package or Design Package (collectively, the "Indemnified Items") infringe any patent, copyright, trademark, trade secret, or other intellectual property right of any third party. Intel agrees to provide Novatel Wireless with (i) prompt written notice of such claim or action, (ii) the

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opportunity to control the defense or settlement of such claim or action, and (iii) reasonable information and assistance in the defense and/or settlement any such claim or action. Notwithstanding the foregoing, if Novatel Wireless controls the defense, Intel shall be permitted to participate in the defense at Intel's sole option and expense. Novatel Wireless further agrees that if Novatel Wireless fails to defend Intel in a timely and proper manner, Intel shall be permitted to assume control of the defense and settlement of the claim, all at Novatel Wireless's cost and expense. Intel shall not enter into any settlement or compromise any claim without Novatel Wireless's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. In the event that any Indemnified Item is held to constitute such an infringement, Novatel Wireless, at its expense, may, at its sole option either (i) obtain for Intel or its customers the right to continue to use such Indemnified Item as contemplated herein, (ii) modify such Indemnified Item so that it becomes non-infringing, but without materially altering its functionality, or (iii) replace such Indemnified Item with a functionally substantially equivalent non-infringing Indemnified Item. Regardless of which of the foregoing remedies is effected, Novatel Wireless shall pay to Intel reasonable rework expenses and reasonable incremental cost incurred by Intel to procure alternative products reasonably required to fill orders placed by Intel and accepted by Novatel Wireless as of the effective date of the injunction relative to an Indemnified Item.

12.2 Indemnification Obligation for Products. Novatel Wireless shall indemnify and hold Intel harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right arising out of the use or sale by Intel or Intel's customers of Products or Intel's products manufacturing using the Product(s) or containing or integrated with the Product(s), except as otherwise provided in Section 12.3 of this Agreement. Intel shall notify Novatel Wireless of such claim or demand and shall permit Novatel Wireless to participate in the defense or settlement thereof. If an injunction issues as a result of any claim or action, Novatel Wireless agrees at its expense and sole option to either: (i) procure for Intel and Intel's customers the right to continue using the Products; (ii) replace them with non-infringing Products; (iii) modify them so they become non-infringing; or if Intel, in its sole discretion determines that the previous remedies are commercially unreasonable (iv) refund to Intel the amount paid for any Products returned to Novatel Wireless or destroyed. Regardless of which of the foregoing remedies is effected, Novatel shall pay to Intel reasonable rework expenses and reasonable incremental cost incurred by Intel to procure alternative products reasonably required to fill orders placed by Intel and accepted by Novatel as of the effective date of the injunction against the Products.

12.3 Limitations. Notwithstanding the foregoing, Novatel Wireless assumes no liability for infringement claims arising from (i) the combination of an Product with other products not provided by Novatel Wireless where such claim would not have arisen but for such combination, (ii) any modification or alteration of such Product not made by or under the authority of Novatel Wireless, where such infringement would not have occurred but for such modifications or alterations, or (iii) any use of the Products other than as permitted by this Agreement where such claim would not have occurred but for such use.

12.4 Intel Indemnification Obligation for Intel Products that contain Products. Intel shall indemnify and hold Novatel Wireless harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right arising out of: 1) Intel's or Intel Manufacturers' manufacture of Products under the manufacturing license granted under Section 4.1 or the design license granted under Section 5.1 which do not comply to Novatel Wireless specifications where such claim would not have occurred but for such non-compliance; or 2) the combination of a Product with other products not provided by Novatel Wireless where such claim would not have arisen but for such combination. Novatel Wireless agrees to provide Intel with (i) prompt written notice of such claim or action, (ii) the opportunity to control the defense or settlement of such claim or action, and (iii) reasonable information and assistance in the defense and/or settlement any such claim or action.

13. AUDIT

The Parties, and Intel Manufacturers shall maintain complete and accurate accounting, manufacturing, Shipping and salesrecords, in accordance with generally acceptable accounting practices, to support and document all compliance with (i) Novatel Wireless's obligations under this agreement related to the most

favored customer pricing requirements set forth in this Agreement, (ii) the calculation and payment of royalties by Intel to Novatel Wireless under this Agreement (iii) the services performed by Novatel Wireless under this Agreement, and (iv) the occurrence of any *** Termination Event. Such records, as they pertain to accrual of payments, shall be retained for a period of at least three years after the accrual of the payments resulting from such obligations, all other records shall be kept for two (2) years following termination of the Agreement, Each Party shall, upon written request, during normal business hours, but not more frequently than once each calendar year (and in the event of an occurrence of an *** Termination Event), provide access to such accounting to an independent accounting firm chosen by the Party being audited and compensated by the requesting Party, for purposes of an audit. Such accounting firm shall be required to sign an agreement protecting the audited Party's Confidential Information, as defined in Section 10, and shall be authorized to report only the compliance with the above-mentioned provisions. The Parties agree that if a discrepancy of more than five percent (5%) is found in such audit then the audited Party shall pay for the costs of the audit if an underpayment occurred. If there is a five percent (5%) or more overpayment found, the Parties shall each pay half of the cost of the audit. Any underpayment or overpayment amount shall be paid to the appropriate Party within thirty (30) days of the date of any audit report. The Parties also agree that where the audited Party is found to be in non-compliance with the terms of this Agreement, the audited Party shall bear the cost of the audit. Novatel Wireless shall, upon reasonable notice to Intel, have the right to have an independent auditor chosen by Intel and compensated by Novatel Wireless, inspect and investigate the compliance of Intel and Intel Manufacturers with the substantive, non-monetary provisions relating to the manufacturing license and the design license as set forth in Section 4.1 and Section 5.1, respectively. Such auditing firm shall be required to sign an agreement protecting Intel's Confidential Information, as defined in Section 10, and shall be authorized to report only the compliance with the above-mentioned provision. If Intel is found to be in material non-compliance with such license provisions, Intel shall bear the costs of the audit.

14. COVENANT NOT TO SUE

14.1 Definitions. For the purpose of this Section 14:

(a) "ASSERT" means to bring an action of any nature before any legal, judicial, arbitration, administrative, executive or other type of body or tribunal that has or claims to have authority to adjudicate such action in whole or in part. Examples of such body or tribunal include, without limitation, United States State and Federal Courts, the United States International Trade Commission and any foreign counterparts of any of the foregoing.

(b) "CHIPSET" means any single product consisting of integrated circuit(s) one or more of which is designed to be connected directly to an Intel microprocessor, except for that portion of such product that (i) provides RF transmission or reception, or (ii) provides the interface between the portions set forth in the preceding clause (i) and the digital portion of such chipset.

(c) "INTEL COVERED PRODUCTS" means

(i) all microprocessors manufactured by or for Intel; and

(ii) all Chipsets manufactured by or for Intel

(d) "NOVATEL WIRELESS COVERED PRODUCTS" means all products manufactured by or for Novatel Wireless other than (i) Chipsets; and (ii) microprocessors that are hardware or software compatible with one or more Intel microprocessors.

(e) "PATENT RIGHTS" means with respect to a party all of such party's rights arising from or related to all classes or types of patents, utility models and design patents and applications for these classes or types of patent rights and any equivalent rights in all countries of the world that are owned or controlled by such party.

14.2 COVENANT NOT TO SUE. Novatel Wireless agrees that for a period of five years from the Effective Date of this Agreement, or for so long as the parties have a long term business agreement in place with one another (other than a purchase order or similar arrangement), whichever is greater, Novatel Wireless shall not Assert any Patent Right against Intel, its customers, distributors, and contract manufacturers or any other entity to whom Intel has a patent infringement indemnification obligation with respect to Intel Covered Products for the manufacture, use, import, offer for sale or sale of any Intel Covered Products or any process or method employed in the manufacture, testing, distribution or use thereof for so long as Intel does not Assert any Patent Right against Novatel Wireless, its customers, distributors and contract manufacturers or any other entity to whom Novatel Wireless has a patent infringement indemnification obligation with respect to Novatel Wireless Covered Products for the manufacture, use, import, offer for sale or sale of any Novatel Wireless Covered Products or any process or method employed in the manufacture, testing, distribution or use thereof. For the avoidance of doubt, this Section 14.2 is not intended by the parties to prevent Novatel Wireless from Asserting any Patent Right with respect to a non-Intel Covered Product or a combination of an Intel Covered

Product with a non-Intel Covered Product and this Section 14.2 shall not prevent Novatel Wireless from Asserting any Patent Right with respect to any Intel Covered Product which has been modified or altered by a third party where such Patent Right would not have covered such Intel Covered Product but for such third party modification or alteration.

14.3 ASSIGNMENT. For so long as the covenant not to sue of Section 14.2 of this Agreement remains in effect, if Novatel Wireless assigns (directly or by operation of law) ownership of any of its Patent Rights to a third party not bound by this Agreement, then effective immediately prior to such assignment, Novatel Wireless agrees that Intel shall have a nonexclusive, nontransferable license, without right of sublicense, under such assigned Patent Rights to make, use, sell, offer for sale and import Intel Covered Products. The provisions of this Section shall not apply in the event that Novatel Wireless "assigns" its Patent Rights (i) through a transaction in which all or substantially all of Novatel Wireless or Novatel Wireless's assets are acquired by a third party or (ii) in the case of a change of control of Novatel Wireless by way of sale of all or substantially all of the common stock (other than in a public offering) or a merger or other similar acquisition transaction.

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15. TERM AND TERMINATION.

15.1 Stated Term of Agreement. Unless sooner terminated under the provisions of this Section 15 the term of the Agreement begins on the Effective Date and expires five (5) years thereafter.

15.2 Termination of the Agreement For Cause. Either Party shall have the right to terminate this Agreement if the other Party fails to cure a material breach of the terms of this Agreement within forty-five (45) days of receipt of written notice thereof from the non-breaching Party.

15.3 Survival. Upon expiration or termination of this Agreement the following Sections of this Agreement shall survive and continue in effect: 2.1 (but only as provided therein), 2.2 (but only as provided therein) 2.3 (but only to the extent Section 2.1 and 2.2 survive), 5.1 (but only as provided therein), 15.3 and 18.1 and Articles 9, 10, 11, 12, 13, 14 (but only as provided therein), and 16. Upon expiration or termination of this Agreement, each Party shall: (i) return the Confidential Information of the other Party to such Party except such Confidential Information as is necessary to provide support services to existing customers; and (ii) have the right to ship and sell Products in Intel's inventory subject to the payment of royalties to Novatel Wireless as provided in Section 4.3. In addition, upon termination of this Agreement the Design and Manufacturing Packages held in escrow, if any, shall be immediately released to Novatel Wireless.

16. LIMITATION OF LIABILITIES.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY, END USERS OR ANY OTHER THIRD PARTY, FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ANY LIABILITY OF either party ARISING OUT OF THIS AGREEMENT SHALL IN NO CASE EXCEED THE GREATER OF (A) three TIMES THE TOTAL AMOUNT OF PAYMENTS RECEIVED BY NOVATEL WIRELESS FROM INTEL UNDER THIS AGREEMENT AND (B) fifteen million dollars, except that NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT either party's liability for personal injury (including bodily injury), death, physical damage to property or ANY INDEMNITY PROVIDED BY either party to the other UNDER Section 12 of THIS AGREEMENT.

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17. ADDITIONAL COLLABORATION

Novatel Wireless and Intel will engage in the following technical collaboration:

- a) Novatel Wireless, in consultation with and support from Intel, will provide all personnel, resources, and IP to complete the work described in the statement of work attached in Exhibit J-1, also referred to as Phase 1b. The parties recognize that they have not set forth in full detail all technical aspects of the statement of work attached in Exhibit J-1. Upon execution of this agreement, the parties will complete this statement in reasonable detail. If the parties are unable for any reason to agree on such details within sixty (60) calendar days following the effective date, Novatel Wireless will in good faith perform the work as presently described with a goal of making Novatel Wireless technology work as well on platforms targeted in the statement of work attached as Exhibit J-1 as on any other silicon, board or system architecture.
- b) Novatel Wireless presently intends to perform the work described in the statements of work set forth in Exhibits J-2 also referred to as Phase 2. The parties recognized that they have reached full agreement upon the advisability or the scope of this work. Upon execution of this agreement, Novatel Wireless will in good faith agree with Intel on this scope of this work. If the parties are unable for any reason to agree on such details within ninety (90) calendar days following the effective date, Novatel Wireless will in good faith perform the work as presently described with a goal of making Novatel Wireless technology for Software Reconfigurable Radios work on Intel Silicon.
- c) Assuming the success of Phase 2 technology development (as mutually defined and agreed to by both companies), the productization of such technology will be undertaken as set forth in Exhibit J-3 also referred to as Phase 2b. The parties recognized that they have reached full agreement upon the advisability or the scope of this work - given that the Phase 2 technology achieves its performance and cost targets. Upon execution of this agreement, Novatel Wireless will in good faith agree with Intel on the next level of details for this phase. If the parties are unable for any reason to agree on such details within 365 calendar days following the effective date, the high level terms set forth in the current exhibit will continue to remain in effect - unless mutually agreed to in writing between the two companies.

18. GENERAL.

18.1 Notice. Unless otherwise agreed to by the Parties, all notices required under this Agreement shall be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail, addressed and sent to the attention:

INTEL: Intel Corporation
2111 N.E. 25th Avenue
MS JF3-147
Hillsboro, Oregon 97124-6497
Attn: General Counsel

With a copy of non-technical notices to

Intel Corporation
2111 N.E. 25th Avenue
MS JF3-147
Hillsboro, Oregon 97124-6497
Attn: Post Contracts Management

Novatel Wireless: Novatel Wireless, Inc.

9360 Towne Centre Drive
 Suite 110
 San Diego, California 92121
 Attn: Bruce Gray, Senior Vice President of Sales
 and Marketing.

Each Party may designate another address for notices hereunder in a written notice to the other from time to time.

18.2 Construction.

- (1) Headings. The headings of this Agreement are provided for reference only and shall not be used as a guide to interpretation.
- (2) Order of Precedence. In the event of inconsistency between or among the various Agreement documents, the following order of precedence shall govern interpretation:
 - (a) The Statement of Work, solely as to its subject matter;
 - (b) This document and its Exhibits other than the Statement of Work and the Purchase Order; and
 - (c) Purchase Orders and Invoices.

18.3 Independent Contractor. Each Party is and shall remain an independent contractor with respect to all performance rendered pursuant to the Agreement documents. Neither Party nor any employee thereof shall be considered an employee or agent of the other Party for any purpose and shall have no authority to bind or make commitments on behalf of such other Party for any purpose and shall not hold itself or themselves out as having such authority. In performing Services under this Agreement, Novatel Wireless is an independent contractor and its personnel and other representatives shall not act as nor be agents or employees of Intel. As an independent contractor, Novatel Wireless will be solely responsible for determining the means and methods for performing the required Services. Novatel Wireless shall have complete charge and responsibility for personnel employed by Novatel Wireless.

18.4 Independent Development. Except as set forth in Section 2.4, this Agreement does not preclude Intel or Novatel Wireless from evaluating, acquiring from third parties not a party to this Agreement, independently developing or marketing similar technologies or products to the Products, or making and entering into similar arrangements with other companies. Neither Party is obligated by this Agreement to make such products or technologies available to the other.

18.5 Compliance with Laws. Each Party shall, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation relating to its duties, obligations and performance under this Agreement and shall procure all licenses and pay all fees and other charges required thereby.

18.6 Export of Technical Data. The Parties shall not, nor shall they authorize or permit their employees, agents or subcontractors to, export or re export any Deliverable or Products, any technical information, or any process, product or service that is produced under this Agreement to any country specified as a prohibited destination in applicable national, state and local laws, regulations and ordinances, including the Regulations of the U.S. Department of Commerce and/or the U.S. State Department, without first obtaining government approval.

18.7 Taxes. Except as otherwise set forth in Section 4 of Exhibit B, each Party shall have sole responsibility for the payment of all taxes and equivalents and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement, without reimbursement for tax liability, penalty, or interest, assessed upon either Party.

18.8 Dispute Resolution. All disputes arising directly under the express terms of this Agreement or the grounds for termination thereof shall be resolved as follows: The senior management of both parties shall

meet to attempt to resolve such disputes. If the disputes cannot be resolved by the senior management, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute. Within thirty (30) days after such written notification, the parties agree to meet for one (1) day with an impartial mediator and consider dispute resolution alternatives other than litigation, including referral to the National Patent Board. If an alternative method of dispute resolution is not agreed upon within thirty (30) days after the one day mediation, either party may begin litigation proceedings.

18.9 Force Majeure. Neither Party shall be held liable for failure to fulfill its obligations other than payment obligations under this Agreement, if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance shall be increased to a reasonable period of time.

18.10 Assignment. Neither party may assign or otherwise transfer its rights or obligations under this Agreement without prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed; provided that Intel may assign this Agreement to a successor in interest, by merger, operation of law, or by assignment, purchase or otherwise of the particular business or substantially all of the assets of the particular business within Intel to which this Agreement relates, without Novatel Wireless's consent. A change of control shall not be considered a transfer or assignment under this Section 18.10. Any attempt by either party to assign or delegate any rights, duties or obligations set forth in this Agreement without the other party's prior written consent, except as permitted herein, shall be deemed a material breach of this Agreement and shall be null and void. Except as provided above, the terms and conditions of this Agreement shall bind and enure to the benefit of each party's successors and assigns.

18.11 Governing Law, Jurisdiction and Venue. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to principles of conflict of laws. Each party hereby agrees to jurisdiction and venue in the courts of the State of Delaware for all disputes and litigation arising under or relating to this Agreement. This provision is meant to comply with 6 Del. C. Section 2708(a). The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties agree that the predominance of this Agreement is the sale of goods, and agree that the Delaware version of the Uniform Commercial Code, Article 2, shall be applicable to this Agreement.

18.12 No Other Rights. This Agreement shall not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.

18.13 Severability. The terms and conditions stated herein are declared to be severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall use good faith to negotiate a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

18.14 Waiver. Failure by either party to enforce any term of this Agreement shall not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties

18.15 Entire Agreement. The terms and conditions of this Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and merges and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions. Neither of the parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or oral information by either party hereto shall alter the meaning or interpretation of this Agreement. No amendments or modifications shall be effective unless in a writing signed by authorized representatives of both parties. These terms and conditions will prevail notwithstanding any different, conflicting or additional terms and conditions which

may appear on any purchase order, acknowledgment or other writing not expressly incorporated into this Agreement. This Agreement may be executed in two (2) or more counterparts, all of which, taken together, shall be regarded as one and the same instrument. The following exhibits are attached hereto and incorporated herein:

- Exhibit A: Product Definition and Specifications
- Exhibit B: Purchasing Terms
- Exhibit B-1: Product and Services Pricing; Statements of Work
- Exhibit B-2: Intentionally Omitted
- Exhibit B-3: Certificate of Originality
- Exhibit B-4: Assignment of Intellectual Property
- Exhibit C-1: Manufacturing Package
- Exhibit C-2: Design Package
- Exhibit C-3: Escrow Provisions
- Exhibit D: Support and Training Requirements
- Exhibit E: Quality Assurance Requirements
- Exhibit F: Intentionally Omitted
- Exhibit G: Executed CNDA
- Exhibit H: Interoperability Statement of Work
- Exhibit I: Intentionally Omitted
- Exhibit J-1: Phase 1b Statement of Work
- Exhibit J-2: Phase 2 Collaboration
- Exhibit J-3: Phase 3b Collaboration

18.16 Marketing Collaboration. In the event Intel chooses to brand the products with an Intel brand, rather than co-brand the Products, the parties shall discuss in good faith opportunities for joint participation in trade shows and other joint marketing opportunities.

IN WITNESS WHEREOF the Parties, through their respective duly authorized representatives, hereby execute this Agreement on the Effective Date.

INTEL CORPORATION

NOVATEL WIRELESS, INC.

By: /s/ ANGELA BIEVER

By: /s/ BRUCE GRAY

Printed Name: Angela Biever

Printed Name: Bruce Gray

Title: General Manager, NBI

Title: Senior Vice President,
Sales and Marketing

Date: October 23, 2000

Date: October 23, 2000

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EXHIBIT A-1

EXHIBIT A-1
PRODUCT SPECIFICATIONS

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EXHIBIT A-2

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EXHIBIT A-3

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EXHIBIT B

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EXHIBIT B

TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings ascribed to them for the purpose of the Agreement.
 - A. "Hazardous Materials" are or contain dangerous goods, chemicals, contaminants, substances, pollutants, or any other materials that are defined as hazardous by relevant local, state, national, or international law, regulations, and standards.
 - B. "Purchase Order" is Intel's document setting forth specific Services to be rendered and/or specific Products ordered, and Release information.
 - C. "Release" means Intel's authorization for Novatel Wireless to provide the Services and/or to ship a definite quantity of Products to a specified schedule. The Release is contained in the Purchase Order sent to Novatel Wireless.
 - D. "Service(s)" means the additional consulting services to be performed by Novatel Wireless as set forth in Section 3.4 of the Agreement and the interoperability testing services set forth in Section 3.5 of the Agreement.
2. DELIVERY AFTER EXPIRATION

At Intel's option, Products may be scheduled for delivery up to six (6) months following expiration of the Agreement.
3. PRICING
 - A. Except as set forth in Exhibit B-1, Pricing for the Products and Services shall be in accordance with Exhibit B-1 for the duration of this Agreement. The parties may substitute a revised Exhibit B-1 at any time by each signing a dated copy that shall from such date be the effective Exhibit B-1. At Intel's request, Services shall be provided in accordance with a Statement of Work in the form specified in Exhibit B-1
 - B. In consideration for including the Products exclusively in the reference design for the ***, the price charged Intel for any Product or Service shall always be Novatel Wireless's *** for that Product or equivalent Service regardless of any special terms, conditions, rebates, or allowances of any nature (hereinafter "****"), provided that the price charged by Novatel Wireless for *** and *** shall be *** of such price. If Novatel Wireless sells any Product or Service to any customer at a price *** that set forth herein, Novatel Wireless shall adjust its price to the *** for any un-invoiced Products or Service and for all future invoices for such Product or Service. Each of the above adjustments shall be calculated from the date Novatel Wireless first sells the Product or Service at the ***.
 - C. In the event Novatel Wireless offers ***, either as a general *** or only to *** for any reason, Novatel Wireless shall immediately inform Intel of this price and price protect Intel's inventory of affected Products or Service by *** to Intel an amount equal to *** by Intel and the *** Products pulled into Intel's manufacturing process for consumption or Service retroactive to the date the Novatel Wireless first sells the Product or Service at a lower price.
 - D. Intel may return up to *** of its inventory of Products purchased from Novatel Wireless during the previous ninety (90) days in unopened, original, individual Product packaging for a credit against any future Novatel Wireless invoices.
 - E. All applicable taxes, including but not limited to sales/use taxes, transaction privilege taxes, gross receipts taxes, and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on Novatel Wireless's invoice. Novatel Wireless shall remit all such charges to the appropriate tax authority unless Intel provides sufficient proof of tax exemption. In the event that Intel is prohibited by law from making payments to Novatel Wireless unless Intel deducts or withholds taxes therefrom and remits such taxes to the local taxing jurisdiction, then Intel shall duly withhold such taxes and shall pay to Novatel Wireless the remaining net amount after the taxes have been withheld. Intel shall not reimburse Novatel Wireless for the amount of such taxes withheld. When property is delivered and/or services are provided or the benefit of services occurs within jurisdictions in which Novatel Wireless collection and remittance of taxes is required by law, Novatel Wireless shall have sole responsibility for payment of said taxes to the appropriate tax authorities. In the event Novatel Wireless does not collect tax from Intel, and is subsequently audited by any tax authority, liability of Intel will be limited to the tax assessment, with no reimbursement for penalty or interest charges. Each party is responsible for its own respective income taxes or taxes based upon gross revenues, including but not limited to business and occupation taxes.
 - F. Additional costs will not be reimbursed without Intel's prior written

approval.

4. INVOICING AND PAYMENT

- A. Intel shall make payment within *** days of Intel's receipt of the proper original invoice or Intel's receipt of Products or performance of Services, whichever is later. Payment is made when Intel's check is mailed or EDI funds transfer initiated.
- B. Original invoices or packing lists shall be submitted and shall include: purchase agreement number from the Purchase Order, Purchase Order number, line Product number, Release number, part number, complete bill to address, description of Products, quantities, unit price, extended totals, and any applicable taxes or other charges. All costs forwarded to Intel for reimbursement of expenses agreed under the terms of this Agreement shall be net of any reclaimable Value Added Taxes ("VAT") incurred on such expenses. Intel's payment shall not constitute acceptance.
- C. Novatel Wireless shall be responsible for and shall hold Intel harmless for any and all payments to its vendors or subcontractors utilized in performing the Services.
- D. Novatel Wireless agrees to invoice Intel no later than one hundred eighty (180) days after completion of Services or shipment of Products. Intel will not be obligated to make payment against any invoices submitted after such period.

5. TERMINATION FOR CONVENIENCE

- A. Subject to Section 2.4 of the Agreement (Exclusivity), Intel may terminate any Purchase Order or Release issued, or any part thereof, at any time for its sole convenience by giving written notice of termination to Novatel Wireless. Upon Novatel Wireless's receipt of such notice, Novatel Wireless shall, unless otherwise specified in such notice, immediately stop all work hereunder and give immediate written notice to and cause all of its suppliers or subcontractors to cease all related work.
- B. There shall be no charges for termination of orders for Products or Services not yet provided. Intel will be responsible for payment of authorized Services and Products already provided by Novatel Wireless, but not yet invoiced. Notwithstanding anything to the contrary, Novatel Wireless shall not be compensated in any way for any work done after receipt of Intel's notice, nor for any costs incurred by Novatel Wireless's vendors or subcontractors after Novatel Wireless gives them notice of termination, nor for any costs Novatel Wireless could reasonably have avoided. Novatel Wireless will be responsible to immediately notify its relevant suppliers of any relevant termination pertaining to this agreement.
- C. Notwithstanding anything else in the Agreement, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow Intel to terminate the order for the Product and/or any subsequent Releases in the Purchase Order without any liability.
- D. Novatel Wireless may terminate any Purchase Order or Release issued, or any part thereof, by providing Intel written notice of termination upon the occurrence of any of the following events:

(a) Intel materially breaches its payment obligations under this Agreement, unless such failure is cured within sixty (60) days from receipt of written demand for such payment.

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(b) Intel materially breaches any material provision of this Agreement and fails to institute reasonable efforts to cure such material breach within sixty (60) days from receipt of written notice describing the breach. This section in no way limits Novatel Wireless's rights to terminate the Agreement pursuant to Section 15 thereof.

6. CONTINGENCIES

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery of Products or performance of Services are to be delayed by such contingencies, Novatel Wireless shall immediately notify Intel in writing and Intel may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to Intel.

7. DELIVERY, RELEASES, AND SCHEDULING

- A. Any forecasts provided by Intel are non-binding forecasts that are made for planning purposes only and do not constitute a Release or other commitment by Intel. Within *** following execution of this Agreement, Intel shall furnish Novatel Wireless with a forecast ("Estimated Product Forecast"), estimating on at least a monthly basis, the quantity of each type of Products that Intel may purchase during the succeeding *** period and the desired date therefor ("Delivery Date"). Thereafter, on or before the first day of each calendar month, and at such other time as appropriate in the event forecasts are more frequent than monthly, Intel shall provide Novatel Wireless with an updated forecast for the succeeding *** period. Novatel Wireless will use its commercially reasonable efforts to ensure that supply of Products is available consistent with Intel's forecasts, as updated, but Intel will have no liability for any differences between the Estimated Product Forecast and the actual Product volume ordered by Intel in any Purchase Order Release.
- B. All Purchase Orders placed by Intel under this Agreement shall reference this Agreement and shall be governed only by the terms and conditions of this Agreement. The terms and conditions of any Purchase Order, or any other document submitted by Intel, which conflicts with or in any way purports to amend this Agreement are hereby specifically objected to and shall be of no force or effect, unless the same refers to this Agreement, is agreed to in writing by an authorized officer of Novatel Wireless and an authorized representative of Intel. Intel shall submit in writing firm Purchase Orders which cover the Products Intel is purchasing and identify (i) the desired Products, (ii) desired quantity, (iii) requested delivery dates, (iv) destinations of each Product ordered per shipment and (v) desired method of transportation.
- C. Novatel Wireless shall notify Intel in writing within four (4) business days of receipt of Intel's Purchase Order if Novatel Wireless is unable to make any scheduled delivery and shall state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Release terms.
- D. Novatel Wireless shall deliver Products per the Release schedule and Intel may return non-conforming shipments at Novatel Wireless's risk and expense.
- E. Novatel Wireless shall promptly perform Services as scheduled or shall promptly notify Intel if unable to perform any scheduled Services and shall state the reasons.
- F. Intel may reschedule any Release in whole or in part prior to the Release date at no additional charge.
- G. Intel may place any portion of a Release on hold by notice that shall take effect immediately upon receipt. Releases placed on hold will be rescheduled or terminated in accordance with Section 5 within a reasonable time.
- H. Intel shall have no obligation with respect to the purchase of Products or Services under this Agreement until such Products are specified in an issued Purchase Order that contains specific Release dates for specific Products and, for Products, the other information set forth in Section 7.B.
- I. If for any reason Novatel Wireless discontinues the manufacture of any Product during the term of this Agreement or within one (1) year after the final delivery under this Agreement, Novatel Wireless shall give Intel at least twelve (12) months prior written notice of such Product discontinuance, during which time Intel shall have the option to place a final Release for such Products for delivery to Intel within an agreed upon period. If any warranty return claims are made for such discontinued Products, then such returns will be subject to the warranty provisions in Section 8.
- J. During the term of the Agreement, Novatel Wireless will fulfill Intel's requirements for the Products prior to supplying any third party with Products or Substitutable Products. In addition, Novatel Wireless will fulfill Intel's Purchase Order for Products within *** weeks of

receiving such Purchase Order, provided that such Purchase Order does not exceed the most recent forecast, and will fulfill any amount by which the Purchase Order exceeds the most recent forecast (up to ***), within *** weeks of receiving Intel's Purchase Order.

8. INSPECTION, ACCEPTANCE AND WARRANTY

A. Intel may inspect and test all Products at reasonable times before, during, and after manufacture. If any inspection or test is made on Novatel Wireless's premises, Novatel Wireless shall provide reasonable facilities and assistance for the safety and convenience of Intel's inspectors in such manner as shall not unreasonably hinder or delay Novatel Wireless's performance. All Products and Services shall be received subject to Intel's inspection, testing, approval, and acceptance at Intel's premises (provided that such inspection, testing, approval and acceptance is not to exceed a period of ten (10) days) notwithstanding any inspection or testing at Novatel Wireless's premises or any prior payment for such Products or Services. All products not rejected by Intel within ten (10) days will be deemed accepted by Intel. Products or Services rejected by Intel as not conforming to this Agreement or Product specifications (including without limitation the Product Specifications set forth in Exhibit A of the Agreement), whether provided by Intel or furnished with the Product, may be returned to Novatel Wireless and in accordance with the terms of this Section at Novatel Wireless's risk and expense, at Intel's request, shall immediately be repaired or replaced.

B. Novatel Wireless makes the following warranties regarding Products and Services furnished hereunder, which warranties shall run from the date of acceptance of Products or Services by Intel and which shall survive any delivery, inspection, acceptance, payment, or resale of the Products:

- (i) Novatel Wireless has the necessary right, title, and interest to provide said Products and Services to Intel, and the Products will be free of liens and encumbrances;
- (ii) Products are new, and of the grade and quality specified;
- (iii) Products and Services are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by Novatel Wireless, and to any other agreed-to specifications, including without limitation the Product Specifications set forth in Exhibit A of the Agreement. This warranty does not extend to (1) defects, errors, or nonconformities in a Product due to use other than in accordance with Novatel Wireless's specifications and (2) defects, errors or nonconformities in the Product due to modifications, alterations, additions or changes in the Product not permitted by this Agreement.
- (iv) Products conform to the manufacturing quality provisions set forth in Exhibit E of the Agreement;
- (v) Novatel Wireless has all necessary rights, title, and interest to grant the rights set forth herein to Intel, free of any claims, liens, or conflicting rights in favor of any third party;
- (vi) The Product Software licensed in this Agreement is free from significant programming errors and defects in workmanship and materials, and substantially complies with functionality and performance set forth in Novatel Wireless's published specifications and the specifications set forth in Exhibit A of the Agreement;
- (vii) The Product Software contains no disabling code and is free from any viruses at the time of delivery to Intel;

C. If Novatel Wireless breaches any of the foregoing warranties, or Products (including the Product Software) or Services are otherwise defective or non-conforming, during a period of two (2) years after Intel's acceptance of Products or Services, Novatel Wireless shall, promptly repair or replace, such Products and Services. Novatel Wireless shall bear the cost of shipping and

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shall bear the risk of loss of all defective or non-conforming Products while in transit.

- D. During the warranty period, Intel may give Novatel Wireless written notice of any defect, deficiency or non-conformance of any Product or Services, or parts thereof. Novatel Wireless shall, at no cost to Intel, and with the "Turn-Around Time" defined in Section 8(E), repair or replace such Products or provide such Services, provided, however, with respect to Products, that the Products have been maintained in accordance with Novatel Wireless's specifications as set forth in Exhibit A of this Agreement and have not been modified by any party other than Novatel Wireless except as expressly permitted by this Agreement. Novatel Wireless shall bear the cost of shipping and shall bear the risk of loss of all defective or non-conforming Products while in transit, and for the return of the repaired and/or replaced Products to the appropriate destination. Repaired or replaced Products shall be subject to the same warranties and remedies as the initial Product for a period of eighteen (18) months after repair and/or replacement Products have been received by Intel, or the remainder of the original warranty period, whichever is longer. Notwithstanding the foregoing, Intel shall bear all expenses if no fault on the part of Novatel Wireless was found in the Products returned for repair or replacement. In addition, Novatel Wireless shall be responsible for all rework costs incurred by Intel as a result of defective or non-conforming products. For purposes of this Agreement, the term "rework" means the process of (i) diagnosing, retrieving, and accessing a non-conforming or defective Product; (ii) repairing such Product so that it is conforming and free from defects and/or replacing such Product with an Product which is conforming and free from defects, (iii) if necessary, reconfiguring an Intel product to accommodate the repaired or replaced Product or the covered item, (iv) testing the repaired or replaced Product to ensure that the repaired or replaced Product is conforming and free from defects; and (v) returning the Product which is conforming and free from defects to the location where the non-conforming or defective Product was at the time the non-conformance or defect was discovered
- E. "Turn-Around Time" for purposes of this section means thirty (30) days from the date on which such defective Product, or defective or non-conforming part thereof, is furnished to Novatel Wireless for repair or replacement, until the date on which such replaced or repaired Product is returned to Intel. With respect to Services, "Turn-Around Time" for providing the required Services shall be thirty (30) days from the date Novatel Wireless receives notice that Services are not being provided as required under the Agreement.
- F. The warranty granted in this Section 8 sets forth Intel's sole and exclusive remedy and Novatel Wireless's sole and exclusive liability for any claim of warranty for any Product or Service delivered by Novatel Wireless.
- G. Intel acknowledges that it is not authorized to make any warranty or representation on behalf of Novatel Wireless or its suppliers regarding the Products, whether express or implied, other than the warranty terms set forth in this Section 8.
- H. THE WARRANTY MADE UNDER THIS SECTION 8 IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA
- A. Novatel Wireless shall not modify the specifications for Products or Services without Intel's written consent. Novatel Wireless shall notify Intel at least sixty (60) days in advance of any changes in the manufacturing process.
- B. Novatel Wireless shall cooperate with Intel to provide configuration control and traceability systems for Products supplied hereunder.
- C. Novatel Wireless shall provide Intel with an errata list for each Product and shall promptly notify Intel in writing of any new errata with respect to the Products.
10. PACKING AND SHIPMENT
- A. All Products shall be prepared for shipment in a manner that: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. Novatel Wireless shall mark all containers with necessary lifting, handling and shipping information, Purchase Order number, date of shipment, and the names of the Intel and Novatel Wireless. Intel shall notify Novatel Wireless of the method of shipment and expected delivery date. If no instructions are given, Novatel Wireless shall select the most cost effective carrier, given the time constraints known to Novatel Wireless. Novatel Wireless shall ship only the quantity of Products specified in the Release. Intel may return at Novatel Wireless's expense any Products in excess of the quantity stated in the Release.
- B. Intel shall manage all freight shipped pursuant to this Agreement unless

Intel indicates, in writing, on the Purchase Order, at the time it is first submitted to Novatel Wireless, that Novatel Wireless is to manage the freight with respect to that particular Purchase Order. The party selected to manage freight shall do so in accordance with the following terms and conditions:

- (i) For Novatel Wireless Managed Freight: All Products shall be shipped Delivered Duty Paid, Intel's Dock (DDP: Intel's Dock, Incoterms 2000) for non free trade zone factory sites or Delivered Duty Unpaid, Intel's Dock (DDU: Intel's Dock, Incoterms 2000) for free trade zone factory sites. Title and Risk of loss shall pass to Intel upon delivery of Products to Intel's Dock.
- (ii) For Intel Managed Freight: All Products shall be shipped Free Carrier, Novatel Wireless's Dock (FCA: Novatel Wireless's Dock, Incoterms 2000). Title and Risk of loss shall pass to Intel upon delivery of Products to Intel's agent at the Novatel Wireless Dock.

11. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and other materials furnished or paid for by Intel shall: (i) be kept confidential; (ii) remain or become Intel's property; (iii) be used by Novatel Wireless exclusively for Intel's orders; (iv) be clearly marked as Intel's property and segregated when not in use; (v) be kept in good working condition at Novatel Wireless's expense; and (vi) be shipped to Intel promptly on demand.
- B. Novatel Wireless shall insure Intel's property and be liable for loss or damage while in Novatel Wireless's possession or control, ordinary wear and tear excepted.

12. HAZARDOUS MATERIALS

- A. If Products or Services provided hereunder include Hazardous Materials, Novatel Wireless represents and warrants that Novatel Wireless and its personnel providing Services to Intel understand the nature of and hazards associated with the design and/or Service of Products including handling, transportation, and use of such Hazardous Materials, as applicable to Novatel Wireless. Prior to causing Hazardous Materials to be on Intel's property, Novatel Wireless shall obtain written approval from Intel's Site Environmental/Health/ Safety organization. Novatel Wireless will be fully responsible for and indemnify Intel from any liability resulting from the actions of Novatel Wireless or its contractors in connection with: (i) providing such Hazardous Materials to Intel; and/or (ii) the use of such Hazardous Materials in providing Services to Intel.
- B. Novatel Wireless will timely provide Intel with material safety data sheets and any other documentation reasonably necessary to enable Intel to comply with applicable laws and regulations.
- C. Novatel Wireless hereby certifies that Products supplied to Intel do not contain and are not manufactured with any ozone depleting substances, as those terms are defined by law.

13. CUSTOMS CLEARANCE

Upon Intel's request, Novatel Wireless will promptly provide Intel with a statement of origin for all Products and with applicable

customs documentation for Products wholly or partially manufactured outside of the country of import.

14. INSURANCE

- A. Without limiting or qualifying Novatel Wireless's liabilities, obligations, or indemnities otherwise assumed by Novatel Wireless pursuant to this Agreement, Novatel Wireless shall maintain, at its sole cost and expense, with companies acceptable to Intel, Commercial General Liability and Automobile Liability Insurance with limits of liability not less than \$1,000,000.00 per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to Novatel Wireless's business and (2) arising out of Novatel Wireless's product, Services, or work. Novatel Wireless's insurance shall be primary, and any applicable insurance maintained by Intel shall be excess and non-contributing. The above coverages shall name Intel as additional insured.
- B. Novatel Wireless shall also maintain statutory Workers' Compensation coverage, including a Broad Form All States Endorsement in the amount required by law, and Employers' Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- C. If Novatel Wireless is providing any professional service to Intel, Novatel Wireless shall maintain Professional Liability Insurance (including errors and omissions coverage) with liability limits not less than \$1,000,000.
- D. Novatel Wireless shall provide Intel with properly executed certificate(s) of insurance prior to commencement of any operation hereunder and shall notify Intel, no less than thirty (30) days in advance, of any reduction or cancellation of the above coverages. Such certificates shall be sent to the attention of Intel's Material Representative at the address forth in the Notices section of this Agreement.

15. COMPLIANCE WITH LAWS AND RULES

- A. Novatel Wireless shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, import, export, and/or sale of Items and/or the performance of Services in the course of this Agreement. In the United States, these may include, but are not limited to, Department of Commerce including U. S. Export Administration regulations, Securities Exchange Commission, Environmental Protection Agency, and Department of Transportation regulations applicable to Hazardous Materials. Neither Novatel Wireless nor any of its subsidiaries will export/re-export any technical data, process, product, or service, directly or indirectly (including the release of controlled technology to foreign nationals from controlled countries), to any country for which the United States government or any agency thereof requires an export license or other government approval without first obtaining such license. In addition, Novatel Wireless agrees not to provide foreign nationals from controlled countries as employees or contractors for work on any Intel site. For a current list of "Controlled Countries" refer to <http://www.bxa.doc.gov>.
- B. Novatel Wireless agrees to abide by all Intel's rules and regulations while on Intel's premises or performing Services including, but not limited to, safety, health and Hazardous Material management rules, and rules prohibiting misconduct on Intel's premises including, but not limited to, use of physical aggression against persons or property, harassment, and theft. Novatel Wireless will perform only those Services identified on Addendum "A" and will work only in areas designated for such Services. Novatel Wireless shall take all reasonable precautions to ensure safe working procedures and conditions for performance on Intel's premises and shall keep Intel's site neat and free from debris.
- C. Novatel Wireless represents and agrees that it is in compliance with Executive Order 11246 and implementing Equal Employment Opportunity regulations, the Vietnam Era Veterans' Readjustment Assistance Act as amended by the Veterans Employment Opportunities Act of 1998 (to include: Vietnam-era Veterans and other Veterans who served on active duty during a war or campaign or expedition for which a campaign badge has been authorized), and the Immigration Act of 1987, unless exempted or inapplicable.
- E. Novatel Wireless shall comply with all applicable laws regarding non-discrimination in terms and conditions of employment, payment of minimum wage and legally mandated employee benefits and compliance with mandated work hours. Novatel Wireless shall comply with all applicable laws regarding employment of underage or child labor and shall not employ children under the age of 16.

16. INTENTIONALLY OMITTED.

17. SECURITY

Novatel Wireless confirms that to the best of its knowledge, employees

of Novatel Wireless performing work at Intel's facilities have no record of criminal convictions involving drugs, assaultive or combative behavior, or theft within the last five years. Novatel Wireless understands that such employees may be subject to criminal history investigations by Intel at Intel's expense and will be denied access to Intel's facilities if any such criminal convictions are discovered.

18. INTENTIONALLY OMITTED.

19. ELECTRONIC TRANSACTIONS

- A. Subject to the terms and conditions of this Section, the parties agree to receive electronic documents and accept electronic signatures relating to transactions contemplated by the Agreement, including Releases, Purchase Orders, Purchase Order Acknowledgments, Invoices and other transactions as may be agreed by the parties from time to time. Electronic documents and electronic signatures shall be a substitute for paper-based documents and signatures, and the legal validity of a transaction will not be denied on the ground that it is not in writing.
- B. All electronic documents shall be transmitted through the use of EDI, XML or other WEB based transmission formats. Electronic documents may be transmitted or received electronically directly by the parties or through designated third party communication network service providers with which either party may contract. Each party agrees to designate all transmissions as confidential and protect all electronic documents from improper or unauthorized access in accordance with Section 10 of the Agreement. Information contained in any electronic document or otherwise exchanged electronically between the parties shall be considered the confidential information of the disclosing party and shall be maintained in accordance with Section 10 of the Agreement.
- C. For purposes of this Agreement, an electronic signature shall mean information or data in electronic form that is attached to or logically associated with an electronic document and executed or adopted with the intent to sign the electronic document. An oral communication or a recording of an oral communication shall not qualify as an electronic signature. Nothing in this section shall be construed to limit or otherwise affect the rights of either party to assert that an electronic signature is a forgery, is used without authority, or otherwise is invalid for reasons that would invalidate the effect of a signature in written form.
- D. Novatel Wireless acknowledges that its use of Intel's websites is at Novatel Wireless's own risk and that Intel makes no representations or warranties of any kind whatsoever regarding Intel's websites (including any software, hardware, equipment, communications providers or connections), whether express or implied, written or oral, including any warranty that the Intel's websites will be operational at any particular time, free from outages or errors, compatible with any other computer or telecommunications hardware or software, fit for any particular purpose, or any warranty arising out of course of performance, course of dealing or usage of trade. Novatel Wireless hereby releases Intel from any and all liability of any kind whatsoever arising out of Novatel Wireless's use of or inability to access Intel's website.

20. USE OF INTEL'S PASSWORDS

- A. During the term of the Agreement, Intel may provide Novatel Wireless's employees and/or agents with user names and passwords ("Password[s]") for access to certain of Intel's confidential websites ("Website[s]"). Intel may revoke a Password and access rights to any Website, at any time without notice to Novatel Wireless. Novatel Wireless agrees that the Passwords are the confidential information of Intel and shall be maintained in accordance with Section 10 of the Agreement.
- B. Passwords will only be granted to Novatel Wireless's employees or agents that execute an on-line password use agreement. Novatel Wireless agrees that this on-line password use agreement will be a valid and binding agreement when executed by such employees or agents. Novatel Wireless agrees to take all reasonable efforts to ensure that such employees and agents comply with the terms of such password use agreements and to notify Intel within ten (10) business days of such an employee or agent terminating their employment with Novatel Wireless.
- C. Novatel Wireless and Novatel Wireless's employees and/or agents are authorized to use Passwords only for accessing the Websites for the business purposes intended by Intel and for no other purpose. All information found on the Website or downloaded, transferred, printed or otherwise obtained from the Website is the Confidential Information of Intel and is subject to the terms and conditions of the CNDA referenced on the signature page of this Agreement. Before accessing and receiving Confidential Information from the Website, Novatel Wireless's employees and/or agents must electronically accept the terms and conditions of the electronic Confidential Information Transmittal Record ("CITR") found on the Website, which the parties agree will substitute for the CITR procedure in the CNDA. Intel will record and store a record of each and every time Novatel Wireless's employees and/or agents access the Website with the Password. In addition to the terms and conditions of the CNDA, Novatel Wireless's employees and/or agents will comply with any other restrictions found on the Website.

EXHIBIT B-1

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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EXHIBIT B-2
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EXHIBIT B-3

CERTIFICATE OF ORIGINALITY

This Certificate of Originality must be completed by Novatel Wireless when furnishing software material (program product or offering and related documentation, or other software material) for Intel.

One Certificate of Originality can cover one complete product, even if that product includes multiple modules. However, a separate Certificate of Originality must be completed for the code and another for its related documentation (if any.)

Please leave no questions blank. Write "not applicable" or "N/A" if a question is not relevant to the furnished software material.

1. Name of the software material (provide complete identification, including version, release and modification numbers for programs and documentation): _____
2. Was the software material or any portion thereof written by any party other than you, or your employees working within their job assignment?
 Yes _____ No _____ If Yes, provide the following information:
 - (a) Indicate if the whole of the software material or only a portion thereof was written by such party, and identify such portion: _____
 - (b) Specify for each involved party:
 - (i) Name: _____
 - (ii) Company: _____
 - (iii) Address: _____
 - (iv) If the party is a company, how did it acquire title to the software material (e.g., software material was written by company's employees as part of their job assignment)? _____
 - (v) If the party is an individual, did s/he create the software material while employed by or under contractual relationship with another party? Yes _____ No _____
 If Yes, provide name and address of the other party and explain the nature of the obligations: _____
 - (c) How did you acquire title to the software material written by the other party? _____
3. Was the software material or any portion thereof derived from any third party's pre-existing material(s)? Yes _____ No _____
 If Yes, provide the following information for each of the pre-existing materials:
 - (a) Name of the materials: _____
 - (b) Owner: _____
 - (c) How did you get the right to use the pre-existing material (s) _____
4. Identify below, or in an attachment, any other circumstances that might affect Intel's ability to reproduce and market this software product, including:
 - (a) Confidentiality or trade secrecy of pre-existing materials: _____
 - (b) Known or possible royalty obligations to others: _____
 - (c) Pre-existing material developed for another party or customer (including government) where you may not have retained full rights to the material: _____
 - (d) Materials acquired from a person or company possibly not having title to them: _____
 - (e) Other circumstances: _____

NOVATEL WIRELESS:

Signature: _____

Printed Name : _____

Title: _____

Date: _____

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EXHIBIT B-4

ASSIGNMENT OF INTELLECTUAL PROPERTY

In consideration of the disclosure of Intellectual Property and Confidential Information of Intel and the compensation paid by Intel to ("Assignor") under the Intel Corporation Purchase Agreement/Goods & Services No._____, effective ("Agreement") the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor has created or obtained exclusive title to the following work(s) (hereinafter "Work") entitled:

- 1.
- 2.

In this Agreement, "Work" means all works, including literary works, pictorial, graphic and sculptural works, architectural works, works of visual art, mask works, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter, and any other invention that may be the subject of patent protection; and all statutory protection obtained or obtainable thereon including those in foreign countries.

The undersigned hereby assigns to Intel all right, title, and interest to all Work created by Assignor arising out of or utilized by the Assignor in the performance of the Agreement, and the ownership of the same shall be vested solely in Intel. In respect to copyrights, this assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to all rights to derivative works. Assignor waives all rights of attribution, and integrity for specific works created by Assignor under the Agreement in respect of all marketing, advertising, and commercial uses thereof.

Assignor represents and warrants that the Work is original; that neither the Assignor's interest in the Work nor the copyright therein is encumbered or subject to any undisclosed lien or charge; and that Assignor is free to make the present assignment and has no legal obligation or prior commitment that is inconsistent with this Agreement.

ASSIGNOR

Signature: _____

Printed Name:_____

Date:_____

EXHIBIT C

EXHIBIT C-1

Manufacturing Package

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT C-2

Design Package

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EXHIBIT C-3
ESCROW PROVISIONS

1. Manufacturing Package and Design Package Deposit. Within thirty days after the Effective Date, Novatel Wireless shall deliver to the escrow agent identified below (the "Escrow Agent", respectively), such documents and other specified media comprising the Manufacturing and Design Packages, respectively, consisting of the software, firmware, schematics, process specifications, etc. as set forth in Exhibits C-1 and C-2, respectively as are then available to Novatel Wireless (it being understood by Intel that the Products are still under development and that the remaining portions of the Manufacturing and Design Packages will be delivered to the Escrow Agent when available to Novatel Wireless as set forth in Exhibits C-1 and C-2). Novatel Wireless shall deliver the Manufacturing and Design Packages to the Escrow Agent at the following address:

Data Securities International, Inc.
[Attn: Contract Administration
6165 Greenwich Drive
Suite 220
San Diego, CA 92122
Telephone: (619) 457-5199
Facsimile: (619) 457-4252]

2. Delivery of Updates. During the term of the Agreement and pursuant to Sections 4.5 and 5.4 of the Agreement, Novatel Wireless shall provide Updates to the Manufacturing and Design Packages. Novatel Wireless shall give written notice to Intel and Escrow Agent, before delivering the Manufacturing and Design Packages of the applicable Release to Escrow Agent, stating that the Manufacturing and Design Packages are ready for delivery. Upon ten (10) days prior written notice, Intel will have the right to have a third party consultant as agreed between the parties and subject to an obligation of confidentiality present at Novatel Wireless's site in San Diego, California, to inspect the Manufacturing and Design Packages to ensure that they are complete and accurate prior to their delivery to the Escrow Agent. Such inspection shall occur during regular business hours and at mutually agreeable times. The parties understand and agree that the role of the third party consultant is only to review the materials and that the designated Novatel Wireless engineer(s) will be responsible for actually preparing the materials. Following completion of the review, the parties' representatives shall jointly ensure that the Manufacturing and Design Packages are sent immediately by overnight courier to the Escrow Agent at the address set forth above.

3. Escrow Agreement. Within ten days of the execution of this Agreement, the parties shall enter into an escrow agreement in a form mutually agreeable to the parties and with the Escrow Agent. In the event Intel believes that an Escrow Event has occurred, Intel shall send notice to Novatel Wireless that an Escrow Event has occurred and Novatel Wireless shall have two (2) business days to consent or object to such characterization, if Novatel Wireless objects to such characterization, the parties shall submit the matter to a third-party consultant (the "Consultant") selected either 1) by mutual agreement; or 2) if the parties cannot agree, by allowing the American Arbitration Association to appoint an independent arbitrator for the parties. The parties shall submit arguments and the Consultant who will decide the matter based upon the submissions of the parties and shall render a decision on the matter within ten (10) days after its referral to the Consultant. If the Consultant rules that an Escrow Event has occurred, the Consultant must then also determine, based on the parties' arguments, the appropriate portion of the Design Package to release from escrow (ie. that portion expressly required in order for Intel to provide

itself the specific Product Support which Novatel Wireless failed to provide), and promptly order the release of such portion of the Design Package. Any use of the Design Package by Intel for this purpose of replacing failed Product Support shall be limited to replacement of the failed Product Support, and any other use by Intel of the released portion of the Design Package is prohibited. Intel covenants and agrees that it shall not provide such written certification unless an Escrow Event has occurred or Intel has notified Novatel Wireless that Intel is exercising its option to license the Design Package or the Manufacturing Package, as the case may be. Novatel Wireless will incur all expenses billed by the Escrow Agent directly relating to the escrow and the escrow agreement but not any other costs incurred by Intel relating to the escrow or escrow agreement.

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EXHIBIT D

EXHIBIT D

SUPPORT AND TRAINING REQUIREMENTS

DEFINITIONS

Error definition and severity shall mean the following:

- a) A "critical" error is one that causes a critical service of the device to fail, resulting in interruption of basic service severely degrading the performance of the device. There is generally no recovery or workaround for this type of error.
- b) An "important" error is one that degrades basic service on the device and some functions of the device are either not available or not adequate. There is no convenient workaround available for this type of error.
- c) A "minor" error is one that causes results in unexpected or incorrect behavior but does not prevent operation of the device. Minor errors will normally have convenient workarounds.
- d) A "discretionary" error is one that is a suggestion or comment by the user.

PRODUCT SUPPORT

1. Customer Support Contacts

Parties will assign designated technical support specialist at their respective centralized customer support locations. Parties will also assign a designated contact for escalation and provide that contact to the other party. Novatel Wireless will be responsible for first line customer support if Intel *** any Novatel Wireless *** Product. Intel will be responsible for first line customer support for any Intel *** Product.

2. Bug Information

Novatel Wireless will provide Intel copies of Novatel Wireless's customer support database.

3. Customer support Escalation Procedure

- a) If Intel is unable to solve a customer problem related to the Products, it shall submit to Novatel Wireless a written explanation of the problem (a problem report along with an end user report if applicable) along with a severity designation as outlined in the procedure below. Novatel Wireless shall acknowledge the receipt of such submitted problem reports within one business day of such submission. Novatel Wireless will assist the Intel in solving such problems as outlined in the procedure below. Such assistance will be available to the Intel at no cost, at least during Intel's normal business hours (8-5pm PST), for so long as Intel continues to purchase the Products. For support provided outside that period, a mutually agreed charge shall be established for such

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assistance.

- b) There will be weekly meetings, at Intel's request, between the Parties' technical support specialists to discuss such problem reports, the respective problems, solutions to existing problems, and for Novatel Wireless to provide Product Changes (and work-arounds) to current problems. This meeting will generally be a conference call, but at times may be a face-to-face meeting (at each parties expense) depending upon the severity of the problems.
- c) The Parties agree that Intel shall receive one of the following resolutions to the problem:
- Complete resolution, which results in the problem's resolution and removal from the problem list.
- Interim workaround, which results in delivering an interim patch and giving Intel a date for a complete resolution. The problem will be tracked through the Parties' weekly support meeting.
- The problem is logged as a bug and Intel is given an interim workaround or a projected resolution date. The bug is tracked through the Parties' weekly support meeting.
- d) Problem expected response time
- a) For each error type, Novatel Wireless has a specific numbers of days to acknowledge the problem, and a specific number of days to respond with a fix, plan for a fix, or have the problem logged for a future update. Note that all time frames listed below assume that correction of the specified problem is possible within the allowed time frame. Novatel Wireless commits to making every reasonable effort to meet these time frames. If a fix or workaround is not possible within the allowed time frame, Novatel Wireless will work with Intel to provide an estimate of the time required to correct the problem, will use its reasonable efforts to correct the problem as close to the allowed time frame as possible, and will report regularly to Intel until corrective action is complete.
- b) The parties shall use good faith to escalate response times when necessary from time to time. Milestones below are based on indicated days after problem is reported to Novatel Wireless.
- c) Time-frames below are based on indicated days after problem is reported to Novatel Wireless.

NUMBERS IN DAYS -----	CRITICAL -----	IMPORTANT -----	MINOR -----	DISCRETIONARY -----
RESPOND	1	3	10	30
FIX, PLAN, OR LOG	3	5	90	90

e) Customer Support Contacts

Parties will assign designated technical support specialists at their respective centralized customer support locations. Parties will also assign a designated contact for escalation and provide that contact to the other party.

IMPLEMENTATION SERVICES

1. Novatel Wireless shall provide an engineering focal contact for Intel
 - a) Available Normal Novatel Wireless Business Hours based on the location in which the engineering contact resides.
 - b) Engineering focal point must have access to both hardware and software engineering; otherwise expertise in both areas is required.
 - c) Novatel Wireless will make reasonable efforts to provide schematic and board design review for any device using the ***.
 - d) Novatel Wireless will make reasonable efforts to provide schematic and board design review for any module built by Intel from the design and manufacturing package.
 - e) Novatel will make reasonable efforts to provide facilities for test and evaluation of the RF subsystem on any device produced by Intel containing Novatel Wireless radios or ***.
2. Manufacturing Test Engineering Support. The Implementation Services provided by Novatel Wireless pursuant to Section 3.3 of the Agreement shall include without limitation the following:
 - a) Novatel Wireless will test and functional validation plans for manufacturing tests.
 - b) Novatel Wireless will provide any software test code using for manufacturing validation and test.
 - c) Novatel Wireless will provide necessary design specifications for jigs used in manufacturing validation and test.
 - d) Onsite support for manufacturing test validation at Intel or manufacturer of choice. If such request is made by Intel subsequent to Intel or Intel's Manufacturer(s) achieving a functional test yield of *** as provided in Section 3.3 of the Agreement, Intel shall reimburse Novatel Wireless for the expenses incurred by Novatel Wireless in fulfilling such request.

TRAINING

1. Novatel Wireless to provide one day of hardware training per new module release and interface supported a minimum of 90 days before the release is generally

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available.

2. Novatel Wireless to provide one day of software training per new software update or release if the new release or update adds or removes functionality. Training to be provided a minimum of 45 days before the release is generally available.
3. Novatel Wireless to provide one week of support training per released product or Intel manufactured product based on the Novatel Wireless design package.

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EXHIBIT E

EXHIBIT E

QUALITY ASSURANCE REQUIREMENTS

PURPOSE

This document outlines Intel's minimum expectations for information submitted and actions taken by Novatel Wireless to manage and continuously improve the quality and reliability of products purchased by Intel.

CONTENTS

1. Quality Definitions
2. Quality Systems
3. Workmanship Standards
4. Data Reporting Format
5. Equipment Calibration
6. Part Placement Inspection
7. Wave Soldering Machines
8. Post ICT Part/Solder Inspection
9. Packaging Requirements
10. Outgoing Quality Audit (OQA)
11. Training
12. Incoming Inspection at Intel
13. Quality Telephone Call
14. Engineering Change Notification (ECN) Approval Process
15. MRB Review
16. Process Change Notification (PCN) Approval Process
17. Design Approval and Revision Control
18. Quality Action Notification (QAN)
19. Customer Line Fallout FA/CA
20. Supplier Control
21. Material Handling
22. 1000 DPM Quality Plan

1. QUALITY DEFINITIONS

- 1.) I.P.C.-A-610B: Workmanship standard for Printed circuit board assemblies created by the Institute for Interconnecting and Packaging of Electronic Circuits.
- 2.) Intel Workmanship Standards: Workmanship standards created by Intel for the manufacture of printed circuit board assemblies (Doc#99-0007-001).
- 3.) Mil-Std 105E: Military Standard covering Sampling and Inspection procedures.
- 4.) A.Q.L.: Acceptable Quality Level.
- 5.) I.S.O.: International Standards Organization.
- 6.) DPM: Defective Parts per Million.

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7.) C.L.F.: Customer Line Fallout at Intel customer location measured in defective parts per million.

8.) F.L.F.: Factory Line Fallout at Intel factory measured in defective parts per million.

9.) O.R.T.: On-going Reliability Testing at Supplier factory specifying type of environmental chamber used; sampling, and duration of testing

2. QUALITY SYSTEM

Novatel Wireless is responsible for developing and implementing a quality system based on an ISO program. Novatel Wireless should be ISO certified or planning to do so within the next calendar year. Novatel Wireless will be expected to maintain certification as long as they are building products for Intel.

3. WORKMANSHIP STANDARDS

Intel will judge supplier quality to Intel Workmanship Standards (Doc#99-0007-001) . For items not addressed in the IWS document then defer to IPC-A-610B.

4. DATA REPORTING FORMAT

Novatel Wireless shall submit quality data to Intel on a regular basis. This data will consist of Novatel Wireless product, factory and critical parameter performance. The following is a list of the data that will be sent to Intel:

- | | | |
|----|----------------------------------|---------------|
| 1. | Supplier Initial Test Yield Data | -Sent monthly |
| 2. | Supplier Final Test Yield Data | -Sent monthly |
| 3. | Supplier Out-going Quality Audit | -Sent monthly |
| 4. | Supplier ORT | -Sent monthly |

Item 4, ORT test data to be available by the end of ***.

Data to be sent monthly should arrive before the 15th of each month for the previous month's data. Data reported to: Materials Quality Engineer. Novatel Wireless will work with Intel to detail the content of the report, and will pass on to our supplier as our data reporting requirements.

5. EQUIPMENT CALIBRATION

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Novatel Wireless mechanical measuring instruments, tools, test equipment will be calibrated at a specified interval of time to ensure accuracy of measurement. Novatel Wireless will keep records which show the equipment location, calibration date due data and the equipment's detail. Novatel Wireless QC will ensure that the calibration is done on schedule.

6. PART PLACEMENT INSPECTION

For all Intel production runs, Novatel Wireless will require its supplier to inspect two boards per line every two hours prior to wave solder for proper placement of all components. Novatel Wireless will require its supplier to maintain a record of parts found missing or incorrectly placed, segregated by placement station. Trends, reversed diodes and electrolytic capacitors will require written corrective action. Novatel Wireless will require its supplier to retain records for at least one year and these will be available to Intel upon request.

7. WAVE SOLDERING MACHINES

Novatel Wireless will require its supplier to check wave solder heat profile at the beginning of each production run.

Novatel Wireless will require its supplier to use X-bar r charts to monitor and control the wave soldering machines' flux density, conveyer speed, pre-heat temperature(s), solder wave height, and solder pot temperature. Novatel Wireless will require its supplier to take sample readings for charts four times daily. Novatel Wireless will require its supplier to check solder pot cleaning system every 2 hrs. (if applicable) Novatel Wireless will require its supplier to retain all charts for a period of at least one year and be made available to Intel upon request.

8. POST ICT PART/SOLDER INSPECTION:

Novatel Wireless will require its supplier to perform sample inspections of all parts not included in ICT for proper placement, type, orientation, and solder joint quality. Novatel Wireless will require its supplier to provide a list of these components and a layout drawing with parts highlighted for use by inspector for each Intel P/N.

9. PACKAGING REQUIREMENTS

Adherence to Intel Specification General Supplier Packaging Standard, Intel Doc #662394 is required.

Packaging must prevent any functional damage to units contained therein, when the package is dropped from a height of 99.14cm onto a flat concrete surface. Boxes arranged on pallet for shipment will be secured using stretch-wrap or cardboard. Novatel Wireless will ship no packages to Intel which are damaged without prior approval from Intel Material Engineering.

Intel reserves the right, for one time as to each modem SKU, to place sensors in and on Novatel Wireless packaging at Novatel Wireless's factories for the purpose of collecting data on the forces being experienced by Intel-bound modems during shipment. This data can and will be used by Intel to drive continuous improvement in packaging methods and revisions to this section of the Quality Management Plan.

10. OUTGOING QUALITY AUDIT (OQA):

Outgoing Quality Audit to be performed on all Intel products. This audit will be performed on each production lot in accordance with MIL-STD 105E, single sample size, level II inspection level, AQL (critical 0%, major .65% , min 1.5%). Samples will be randomly selected from boxed units. Units will be unpacked, inspected, tested, and repacked for shipment. All rejected lots will be re-tested or screened by production using electrical or mechanical inspections as applicable. A checklist will be used to document all OQA inspections, test parameters and their relative classifications (critical, major, or minor). A current copy of this list will be made available to Intel upon request. This list will include, but is not limited to, the following inspections: packing, visual, safety, and electrical tests (per Novatel Wireless Test Spec).

11. TRAINING

Prior to allocation of jobs, all new production personnel and inspectors at Novatel Wireless qualified suppliers shall be trained to Novatel Wireless workmanship standards and QC system, both on and off the job as necessary.

12. INCOMING INSPECTION AT INTEL

Intel does reserve the right to perform incoming inspections at Intel facilities and/or outgoing inspections at Supplier's facility on Intel-bound product as necessary. If necessary, Intel will use a statistical sampling method deemed appropriate whereby any one failure will be cause for rejection of the entire lot. Disposition of the lot will be determined by Intel Materials Engineer and may include return for credit or repair. Novatel Wireless agrees to perform a 100% screen of lot(s) if requested by Intel Materials Engineer.

13. QUALITY TELEPHONE CALL

A monthly Quality call will be established at a mutually agreed upon time to discuss all on-going issues such as:

- a) Product Change Notification's (PCNs)
- b) Failure analysis of fallout's
- c) Business issues
- d) Quality Action Notice's (QANs)
- e) New Issues
- f) Id issues

The following job titles and functions to be represented by both Buyer and Supplier on the monthly quality call include:

- a) Engineering Manager - scope includes but not limited to general engineering issues and ECNs
- b) Production Supervisor and/or Manager - scope includes but not limited to PCNs
- c) QC Supervisor and/or Manager - scope includes but not limited to FA of fallout's and CAS
- d) Account Manager - scope includes but not limited to business and new issues

Novatel Wireless will schedule the quality telephone call meeting when production starts.

14. ENGINEERING CHANGE NOTIFICATION (ECN) APPROVAL PROCESS

All ECN'S that affect the fit, form, and/or function of the power supply will require Intel's approval before implementation. In certain instances Intel may require Novatel Wireless to submit samples for approval. Novatel Wireless will notify Intel at least 60 days prior to proposed implementation date, with exceptions made for safety assurance and lines down avoidance.

15. MRB REVIEW

Novatel Wireless will perform MRB reviews for special or urgent issues (safety, etc.).

16. PROCESS CHANGE NOTIFICATION (PCN) APPROVAL PROCESS

Novatel Wireless process changes, if deemed to have an effect by Novatel Wireless on Intel product quality, will require Intel's approval before implementation. Novatel Wireless will provide justification and/or additional details if requested by Intel. Novatel Wireless will notify Intel at least 60 days prior to proposed implementation date, with exceptions made for safety assurance and lines down avoidance.

17. DESIGN APPROVAL AND REVISION CONTROL

Novatel Wireless shall complete all elements of the following test procedures for new Intel modem designs. Test results must be reviewed by Intel Materials Engineer, and Intel must have a hard copy on file prior to being released for production.

1. Novatel Wireless Design Review Procedures
2. Novatel Wireless Q.A. and Reliability Procedures

Novatel Wireless shall maintain a document control system which insures that the latest revision of all prints, specifications, and drawings is used for all Intel production, inspection and testing. Only component specifications issued by Intel Commodity Management should be considered valid for production purposes.

18. QUALITY ACTION NOTIFICATION (QAN)

A QAN will take priority over all sustaining issues and a teleconference call/meeting between Intel and Novatel Wireless will take place with 24 hours to formulate strategy and exchange information. Intel expects Novatel Wireless to take ownership of all supplier-attributable quality excursions, and provide immediate containment plan(s) for an issue and root cause analysis/long term corrective action. Intel's expectation for Novatel Wireless response time is: short term CA/containment methods within 48 hours of notification.

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19. CUSTOMER LINE FALLOUT FA/CA

Intel expects that Novatel Wireless will provide failure analysis and short term containment and corrective actions within 48 hours of receipt of customer failures. Long-term corrective action will be received within 10 business days. All reports will be sent to both the regional Intel office involved, and Intel Materials Engineer.

20. SUPPLIER CONTROL

Novatel Wireless shall maintain a supplier control system which assures that purchased material and services are of sufficient quality to conform to Intel specified requirements. Novatel Wireless shall use and control Purchase Orders to ensure that the correct information is communicated to Novatel Wireless. Novatel Wireless shall perform manufacturing/quality system audits of all key component suppliers periodically to ensure their continuous improvement. For each sub component purchased, Novatel Wireless shall implement one or both of the following:

1. Require statistical process control (SPC) and test data from suppliers to assure conformance to specified requirements.
2. Perform incoming inspections at a statistical sampling rate sufficient to assure conformance to specified requirements.

Novatel Wireless will retain records of incoming inspections, SPC data, and audit reports for at least one year and make them available to Intel upon request.

21. MATERIAL HANDLING

Novatel Wireless shall maintain a material handling system which ensures that all incoming material are handled properly to avoid physical damage, temperatures beyond those recommended for materials, or other conditions which might degrade the quality and/or reliability of the materials. This system must assure that no material is stored beyond its recommended shelf-life. All non-conforming material must be tagged, and placed away from conforming materials in a controlled area designated for non-conforming material only.

22. 1000 DPM QUALITY PLAN

Schedule to reduce DPM is as follows:

Q2 2000	1800DPM
Q3	1500DPM
Q4	1000DPM

Action to reduce DPM are the following:

- a) Implement shop floor system and closed loop corrective action plans
- b) Total process review implementation in ***.
- c) Double inspection line implementation in ***.

Detailed standard procedures for above items are documented for internal control purposes.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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EXHIBIT F

INTENTIONALLY OMITTED

[DOUBLE-CLICK HERE TO BEGIN]

CORPORATE NON-DISCLOSURE AGREEMENT ("CNDA")
PRE-SIGNED VERSION - ASMO & EMEA ONLY
INSTRUCTIONS

PLEASE NOTE: This form is for ASMO and EMEA only, including Ireland and Israel. This form should not be used for IJKK, APAC or Russia. The instructions for completing the blanks on the CNDA are as follows:

- (a) Agreement Date: Date that Participant signs the CNDA.
- (b) CNDA Number: By entering your WWID# you should have generated a unique CNDA number.
- (c) Intel Contact: The Intel employee who can answer questions about the CNDA and Participant, with mail stop and telephone number. This is generally the Intel employee who asked Participant to sign the CNDA.
- (d) Participant Name: Use complete company name. For a multi-location company, clearly indicate whether the CNDA applies to the entire company or a specific division or site. For example, Participant's name should state "ABC Company," "ABC Company, P.C. Division," or "ABC Company, North Carolina Research Facility."
- (e) Participant Address: Use headquarters' address. If the CNDA applies only to a specific division or location, then use the address of the division or location.
- (f) Printing: Print TWO (2) original CNDA's for Participant signature.
- (g) Signatures: Signatures must be by an authorized officer (i.e., President, Vice President or General Manager). This Agreement is designed to authorize disclosures of Confidential Information using the CITR or MP-CITR. Therefore, Participant's authorized representative must understand and agree to this procedure. If an officer of the Participant is not available, use an Intel SU-NDA. NOTE: To enable quick execution, Intel has pre-signed this CNDA. Any modifications to the CNDA will render the CNDA and Intel's signature null and void.
- (h) Return: Keep one signed original for your records, and return one signed original to Intel as follows: For ASMO, one signed original must be returned to: Intel Corporation, Attn. Post Contract Mgmt, FM6-03, 1900 Prairie City RD., Folsom, CA 95630. For EMEA, one signed original must be returned to Participant's local Intel contact.

CORPORATE NON-DISCLOSURE AGREEMENT

This Corporate Non-Disclosure Agreement ("Agreement") is entered into and made effective as of the date set forth above, by and between Intel Corporation and its majority owned worldwide subsidiaries ("Intel"), and the Participant, as identified below, and its majority owned worldwide subsidiaries (the "Participant"). Unless the Participant indicates on the Participant's line below that this Agreement will apply only to a specific division or location, this Agreement will apply to the Participant's entire company worldwide.

THE PARTIES AGREE AS FOLLOWS:

1. **CONFIDENTIAL INFORMATION TRANSMITTAL FORM.** The confidential, proprietary and trade secret information of the disclosing party ("Confidential Information") to be disclosed hereunder is that information which (i) is described in the Confidential Information Transmittal Record ("CITR") executed from time to time hereafter and (ii) is marked with a "confidential", "proprietary", or similar legend. CITRs are subject to the terms of this Agreement. CITRs will be executed, in writing or in electronic form, by the parties prior to the disclosure of Confidential Information. All Confidential Information received from the disclosing party will be in tangible form. To be considered Confidential Information, non-tangible visual and/or verbal disclosures must be identified as confidential prior to disclosure and reduced to writing, marked as provided above and delivered to the receiving party within thirty (30) days of the original date of disclosure. A mutually signed CITR form will suffice as a writing for such non-tangible disclosures between the parties. The CITR will indicate the disclosing party, a description of the Confidential Information disclosed, the names of the representatives of the parties and the date when the disclosure covered by the CITR commenced.
2. **OBLIGATIONS OF RECEIVING PARTY.** The receiving party will maintain the confidentiality of the Confidential Information of the disclosing party with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances. The receiving party will not disclose any of the disclosing party's Confidential Information to any employees or to any third parties except to the receiving party's employees, parent company and majority-owned subsidiaries who have a need to know and who agree to abide by nondisclosure terms at least as comprehensive as those set forth herein; provided that the receiving party will be liable for breach by any such entity. For the purposes of this Agreement, the term "employees" shall include independent contractors of each party. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies which are made will be identified as belonging to the disclosing party and marked "confidential", "proprietary" or with a similar legend.
3. **PERIOD OF NON-ASSERTION.** Unless a shorter period is indicated in the applicable CITR, the disclosing party will not assert any claims of breach of this Agreement or misappropriation of trade secrets against the receiving party arising from the receiving party's disclosure of the disclosing party's Confidential Information made more than five (5) years from the date of the CITR under which such information was disclosed. However, unless at least one of the exceptions set forth in Section 4 below has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such Confidential Information to third parties under the terms of a non-disclosure agreement.
4. **TERMINATION OF OBLIGATION OF CONFIDENTIALITY.** The receiving party will not be liable for the disclosure of any Confidential Information which is:
 - (a) rightfully in the public domain other than by a breach of a duty to the disclosing party;
 - (b) rightfully received from a third party without any obligation of confidentiality;
 - (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party;
 - (d) independently developed by employees of the receiving party; or
 - (e) generally made available to third parties by the disclosing party without restriction on disclosure.
5. **TITLE.** Title or the right to possess Confidential Information as between the parties will remain in the disclosing party.
6. **NO OBLIGATION OF DISCLOSURE; TERMINATION.** Neither party has any obligation to disclose Confidential Information to the other. Either party may terminate this Agreement at any time without cause upon written notice to the other party; provided that each party's obligations with respect to Confidential Information disclosed during the term of this Agreement will survive any such termination. Either

party may, at any time: (a) cease giving Confidential Information to the other party without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.

7. RESIDUALS. Either party may use Residuals for any purpose, including, for example, use in the development, manufacture, promotion, sale and maintenance of its products and services; provided that this right to use Residuals does not result in or amount to a license under any patents, copyrights, trademarks, or maskworks of the disclosing party. The term "Residuals" means any information retained in the unaided memories of the receiving party's employees who have had access to the disclosing party's Confidential Information pursuant to the terms of this Agreement. An employee's memory is unaided if the employee has not intentionally memorized the information for the purpose of retaining and subsequently using or disclosing it to a third party. Subject to the terms and conditions of this Agreement, the receiving party's employees shall not be prevented from using Residual information as part of the employee's skill, knowledge, talent, and/or expertise on future projects.

8. GENERAL.

- (a) This Agreement is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association between the parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
- (b) Both parties understand and acknowledge that no license under any patents, copyrights, trademarks, or maskworks is granted to or conferred upon either party in this Agreement or by the disclosure of any Confidential Information by one party to the other party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.
- (c) The failure of either party to enforce any right resulting from breach of any provision of this Agreement by the other party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
- (d) This Agreement will be governed by the laws of the State of Delaware without reference to conflict of laws principles, if any.
- (e) This Agreement, any accompanying CTR and CTRs executed from time to time hereafter which incorporate the terms of this Agreement, constitutes the entire agreement between the parties with respect to the disclosure(s) of Confidential Information described in each CTR, and may not be amended except in a writing signed by a duly authorized representative of the respective parties. Any other agreements between the parties, including non-disclosure agreements, will not be affected by this Agreement.
- (f) The disclosing party disclaims all warranties regarding all Confidential Information disclosed pursuant to this Agreement, including all warranties as to the accuracy or utility of such Confidential Information.

INTEL CONTACT: Debashis Chowdhury M/S: Ch6-329 TEL. NO: (480) 554 2582

AGREED:
INTEL CORPORATION
2200 Mission College Blvd.
Santa Clara, CA 95052-8119

PARTICIPANT: Novatel Wireless Inc.

(Company Name, Division/Sub,
if applicable)

(Street Address)

(City) (State) (Zip)

Signature of Authorized
Representative (e.g.
President or V.P.)

Printed Name & Title

NOTE: TO ENABLE QUICK EXECUTION, INTEL HAS PRE-SIGNED THIS STANDARD CNDA. ANY MODIFICATIONS TO THIS CNDA WILL RENDER THIS CNDA AND INTEL'S SIGNATURE NULL AND VOID.

EXHIBIT H

EXHIBIT H

INTEROPERABILITY STATEMENT OF WORK

This statement of work covers Intel's use and integration of radio *** into its designs. It is meant as a process placeholder for a more detailed Statement of Work that will include dates, times, resources, and deliverables by each party, in the form of Part C of Exhibit B-1 of the Agreement, which shall be mutually agreed by the parties. The first statement of work will be done for the *** for both *** and *** and additional statements of work will be mutually agreed by the parties for the ***. An outline for the Statement of Work for the *** is set forth below.

- 1) Novatel Wireless shall provide *** specifications, and schematics to Intel for use in *** for the *** listed in Exhibit A of the Agreement.
- 2) Hardware Design Review (after Intel completes initial hardware design) (approx. ***)
 - a. Intel will provide to Novatel Wireless a schematic layout package for its production design incorporating one of the Novatel Wireless *** .
 - b. Novatel Wireless will review with Intel the design and provide feedback to Intel on any performance improvements or errors that are found in the design.
 - c. Intel will perform any needed changes and modifications on the design and submit it to Novatel Wireless for a final review.
 - d. A final design review will take place on the hardware design package with both parties signing off on the Intel design.
- 3) Software Design Review (After Intel completes initial software design) (Approx. ***)
 - a. Intel will provide to Novatel Wireless a SW architecture design document that details Intel's use of the *** design SW features and functionality Intel is planning to use.
 - b. Novatel Wireless will review the design in detail with Intel's software engineers providing feedback on performance improvement, errors, and or features that are not available or functioning in the ***.
 - c. Intel will perform changes and modifications to the software design and submit it to Novatel Wireless for a final review.
 - d. A final design review will take place on the SW architecture design with both parties signing off on the Intel design.
- 4) Onsite Integration (When boards are ready and *** is available) (Approx. ***)
 - a. At Intel's request, Novatel Wireless will provide onsite hardware engineering support for board bring up, diagnostics, and debugging of the Intel *** incorporating the *** from Novatel Wireless.
 - b. At Intel's request, Novatel Wireless will provide onsite software engineering support for software bring up, diagnostics, and debugging of the software interfaces between the embedded *** software stack and the ***.
- 5) Resources

Each party shall provide sufficient resources to perform the obligations ascribed to it in

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

this Exhibit B.

CONFIDENTIAL

EXHIBIT I
INTENTIONALLY OMITTED

EXHIBIT J-1

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

CONFIDENTIAL

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*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT J-2

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

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CONFIDENTIAL

Exhibit J-3

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

CONFIDENTIAL

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

CONFIDENTIAL

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our report and to all references to our Firm included in or made a part of this Amendment No. 6 to Registration Statement No. 333-42570.

/s/ Arthur Andersen LLP

San Diego, California
November 10, 2000