****** ****** ****** USB Modem by Sierra Wireless 598U



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Table of Contents

Υοι	ur ****** ***** ****** USB Modem	. i
Но	w to Use This Guide	. ii
Sed	ction 1: Introducing the ****** ****** USB Modem	. 1
1A.	Introducing the ****** ****** USB Modem	2
	Your ****** ******* USB Modem	2
	TRU-Install	
	Package Contents	3
	Care and Maintenance	3
Sec	ction 2: Installing and Using the USB Modem	. 5
2A.	Installing the Software	6
	Installing the Software on a Windows Computer	6
	Installing the Software on a Mac Computer	9
2B.	Using Your USB Modem	11
	Starting the Windows Software	. 11
	Starting the Mac Software	. 11
	Activating Your USB Modem	
	Using the USB Extension Cable and Laptop Clip	
	Viewing the User Guide	
	Removing the USB Modem	
	Contacting ******* Customer Service	
20	Using a Memory Card (microSD)	
20.		
	Inserting the Memory Card (microSD)	

	ction 3: Technical Specifications, gulatory and Safety Information, and Warranty	21
3A.	Technical Specifications	22
	LED Operation	22
	Radio Frequency and Electrical Specifications	. 24
	Software Specifications	25
	Environmental Specifications	26
	Mechanical Specifications	. 27
3B.	Regulatory Information	28
	Regulatory Notices	29
	Patents	. 31
	Trademarks	32
	Copyright	32
	Limitation of Liability	32
	Additional Information and Updates	33
3C.	Important Safety Information	34
	Important Notice	34
	Safety and Hazards	34
3D.	One-Year Limited Warranty	36

Your ***** ****** USB Modem

Thank you for purchasing a ****** ************************** USB modem. This USB modem offers more freedom than ever before. No wires, no cables—just access to your data when you need it. The power of the Internet is truly at your fingertips.



How to Use This Guide

The advantages of ****** are as clear as each wireless connection you make. With ****** service, we give you what you really want from a wireless service provider—clear connections, easy-to-understand service plans, and self-servicing options for managing your account. All this is designed to make your life easier and worry-free.

We know you're eager to start using your USB modem right away, and the sections of this guide are designed to help you do just that.

- The first section (page 1) gives an overview of the USB modem package contents.

Getting More Information About Your Device and Service

This guide describes how to install and start the software. To learn how to use all the features of your USB modem and software, consult the user guide (see page 14 of this document) or online help.

Section 1

Introducing the ***** ***** ****** USB Modem

Section 1A

Introducing the ***** ****** USB Modem

- TRU-Install (page 2)
- Package Contents (page 3)
- Care and Maintenance (page 3)

Your ***** ****** USB Modem

The Sierra Wireless 598U USB modem is a dual-band wireless USB modem. It enhances the functionality of your mobile computing devices by adding wireless connectivity to the Internet.

TRU-Install

To install the drivers and software, you do not need an installation CD. Your USB modem uses the Sierra Wireless TRU-Install™ feature—the drivers and software are installed when you insert the USB modem into your Windows or Mac computer.

Note

To get the latest drivers and software, visit www.*****.com/downloads.

Package Contents

Your ****** ******* USB modem package contains the following components:

- ****** ****** USB modem by Sierra Wireless (Model 598U)
- Get Started guide (this document)
- USB extension cable with laptop clip

Note

To meet FCC (regulatory) requirements, use only the supplied USB extension cable and laptop clip; other cables and laptop clips should not be used.

Care and Maintenance

As with any electronic device, the USB modern must be handled with care to ensure reliable operation. Follow these guidelines in using and storing the USB modern:

- The USB modem should fit easily into an available USB slot. Forcing the USB modem into a slot may damage the connector pins.
- Protect the USB modem from liquids, dust, and excessive heat.
- When not installed in your computer, store the USB modem in a safe place.
- Remove the USB modem before storing or transporting your computer.
- When inserting or removing the USB modem, always grip it by the sides rather than the end, as this prevents damage to the USB modem.
- Do not use the USB modem with a handheld computer; it is designed only for notebook or desktop computers running Windows Vista, Windows XP, or Mac OS X.
- Do not handle or operate the USB modem while driving or operating a vehicle. Doing so may distract you from properly operating the vehicle. In some jurisdictions, operating communication devices while in control of a vehicle is a criminal offense.

Section 2

Installing and Using the USB Modem

Installing the Software

- Installing the Software on a Windows Computer (page 6)
- Installing the Software on a Mac Computer (page 9)

The installation process has two stages:

- Installing the Software and Drivers Insert the USB modem to install the drivers and the software (for Windows, see below; for Mac, see page 9).
- Activating Your USB Modem Start the software, and activate your account and configure
 the USB modem to use your account. For complete instructions, see the user guide.

Installing the Software on a Windows Computer

System Requirements

The ****** ******* USB modem is supported on:

- Windows Vista.
- Windows XP with Service Pack 2 or later.

Note

Your USB modem will not work with handhelds or Pocket PCs.

To install and run the USB modem and accompanying ****** ******* software on a Windows computer, you will need one USB slot.

Note

Do not insert the USB modern or the USB extension cable into a USB hub or, if your keyboard is separate from your laptop, a USB slot on your keyboard.

Installing the Software and Drivers

Note

Windows Vista users: You must log in with administrative privileges to install the software and drivers.

Windows XP users: You may need to log in with administrative privileges, depending on your Windows configuration.

As part of the installation process you may be prompted to restart your computer; save any open documents.

- If your USB modem has not yet been activated, ensure you are in the network coverage area (not roaming).
- Remove the protective cap from the USB modem by placing your fingers on the sides of the cap and carefully pulling it off.
- 3. Gripping both sides of the USB modem, insert it into your computer's USB slot. Alternatively, you can attach the USB extension cable to your computer's USB slot, connect the USB modem and laptop clip to the USB extension cable, and then attach the laptop clip to the top of your laptop's screen (see page 13).

WARNING

If your computer's USB slot is vertical, use the supplied USB extension cable and laptop clip.

If the orientation of your computer's USB slot or the thickness of your computer are such that pressure is applied to the modem's end or side, you may damage the modem or your computer. In such cases, do not insert the modem directly into your computer's USB slot; use the supplied USB extension cable and the supplied laptop clip instead.

Windows detects the USB modem and installs the drivers for it. This may take a few minutes. Once completed, the system tray may display "Your devices are ready to use" or "Your new hardware is installed and ready to use."



The UED indicator is lit (blue, or blinking amber); the ****** logos on the front of the USB modem are also lit.

- 4. If the Software Installation Wizard has not started automatically, in Windows Explorer browse to the TRU-Install entry (under My Computer) and run AppLaunch.exe or, if you're running Windows Vista, in the "AutoPlay" window click ****** Installation to start the wizard.
- 5. In the installation window, click Next.
- Read the License Agreement and select "I accept the terms in the License Agreement" to agree to the terms. Click Next. (A series of dialog boxes guides you through the installation.)
- 7. Use the *Next* and *Back* buttons to navigate through the wizard.
- 8. In the "InstallShield Wizard Completed" window, click Finish.
- Wait until the system tray displays "Your devices are ready to use" or "Your new hardware is installed and ready to use."



- If a message that you must restart your computer is displayed, click Yes to restart your computer. Wait until your computer restarts.
- 11. Proceed to "Starting the Windows Software" on page 11.

Installing the Software on a Mac Computer

System Requirements

The ****** ****** USB modem is supported on a MacBook™, MacBook Air™, MacBook Pro, PowerBook® G4, Power Mac® G5, or desktop iMac computer running Mac OS X version 10.4 or newer.

To check your version, from the Apple menu () choose *About This Mac.* If your version is earlier than 10.4, then you must upgrade to version 10.4 or newer; contact an Apple reseller, an Apple retail store, or visit www.apple.com/store.

To install and run the USB modem and accompanying ****** software on a Mac computer, you will need one USB slot.

Note

Do not insert the USB modern or the USB extension cable into a USB hub or, if your keyboard is separate from your laptop, a USB slot on your keyboard.

Installing the Software and Drivers

Note

As part of the installation process you will be prompted to restart your computer; save any open documents.

- If your USB modem has not yet been activated, ensure you are in the network coverage area (not roaming).
- Remove the protective cap from the USB modem by placing your fingers on the sides of the cap and carefully pulling it off.

3. Gripping both sides of the USB modem, insert it into your computer's USB slot. Alternatively, you can attach the USB extension cable to your computer's USB slot, connect the USB modem and laptop clip to the USB extension cable, and then attach the laptop clip to the top of your laptop's screen (see page 13).

WARNING

If your computer's USB slot is vertical, use the supplied USB extension cable and laptop clip.

If the orientation of your computer's USB slot or the thickness of your computer are such that pressure is applied to the modem's end or side, you may damage the modem or your computer. In such cases, do not insert the modem directly into your computer's USB slot; use the supplied USB extension cable and the supplied laptop clip instead.

- 4. In the "TRU-Install" Finder™ window, double-click ****** Installer.mpkg.
- 5. In the "Welcome to the ****** Installer" window, click Continue.
- Read the Software License Agreement. To continue with the software installation, you must click *Continue*, and then click *Agree* to accept the terms.
- 7. In the "Standard Install on ..." window, click Install.
- 8. If a window appears prompting you for your password, enter your Mac password and then click **OK**
- In the window with the message that you will have to restart your computer, click Continue Installation.
- 10. After the Applications window is displayed, click Continue.
- 11. In the "Install Succeeded" window, click Restart.
- 12. After your computer restarts, proceed to "Starting the Mac Software" on page 11.

Using Your USB Modem

- Starting the Windows Software (page 11)
- Starting the Mac Software (page 11)
- Activating Your USB Modem (page 12)
- Using the USB Extension Cable and Laptop Clip (page 13)
- Viewing the User Guide (page 14)
- Removing the USB Modem (page 15)
- Contacting ****** Customer Service (page 15)
- Troubleshooting (page 16)

Starting the Windows Software

▶ Double-click the program's icon [****] on your desktop.

- or -

Select Start > All Programs > ****** > *******.

Proceed to "Activating Your USB Modem" on page 12.

Starting the Mac Software

If the ****** software has not started automatically:

▶ In Finder, choose Go > Applications, and then double-click ****** *******.

Activating Your USB Modem

,	ate your account and configure the USB modem to use your
	indow appears, click Yes to indicate that you'd like to have the ur USB modem. ****** will display "Preparing services,
	****** ****** will then display "Ready: ***** ****** ******," after which to the network. Proceed to "Viewing the User Guide" on page 14
activating your USB mod	essful, a message window is displayed. For instructions on em, see the user guide (see "Viewing the User Guide" on s below to write down important information related to the our account.
ESN/MEID	
Activation code	
****** Phone number	
MSID	

Account password
******* User Name

Using the USB Extension Cable and Laptop Clip

Optionally, you can use the provided USB extension cable and laptop clip. The laptop clip fits on top of your laptop screen and holds your USB modem. This allows you to use your USB modem in crowded spaces.

- Remove the protective cap from the USB modem by placing your fingers on the sides
 of the cap and carefully pulling it off.
- 2. Slide the USB modem into the laptop clip.
- 3. Connect the extension cable to the USB modem.



4. Insert the other end of the extension cable into the USB slot of your laptop. When the USB modem and the cable are properly connected, the USB modem are like (blue, or blinking amber); the ****** logos on the front of the USB modem are also lit.

Place the laptop clip, with the USB modem in it, on top of your laptop screen, as shown in the photo below.



Viewing the User Guide

The user guide provides detailed information on the Windows and Mac versions of the ****** software.

- ▶ In Windows, select Start > All Programs > ****** > Users Guide.
 - or –

On your Mac desktop, double-click ******* User Guide.PDF.

Removing the USB Modem

- 1. Exit the ***** ***** software if it is open.
- If a memory card (microSD™) is inserted into the USB modem, ensure that you have completed any file transfers, and then safely remove the hardware:
 - Click the Safely Remove Hardware icon (in Windows Vista; in Windows XP) in the system tray, and click the Safely remove Mass Storage Device entry for the memory card.
 - or –
 - On your Mac, eject the drive.
- Remove the USB modem from your computer's USB slot by gripping both sides of the USB modem and pulling straight out.

WARNING

When inserting or removing your USB modem, always grip it by its sides, as this prevents damage to the USB modem.

Contacting ***** Customer Service

You can reach ****** Customer Service by:

- Logging on to your account at <u>www.******.com</u>.
- Calling us toll-free at 1-***-**** (personal use) or 1-***-**** (business use).

Troubleshooting

For a more complete listing of errors and possible solutions, please see the user guide or online Help. You may also visit www.*******com or contact ******* Customer Service (see above).

Problem/error	Solution
The USB modem has no power. (The USB indicator is off.)	Ensure the following: The USB modem is properly inserted. The computer is turned on and not in suspend mode (Windows) or sleep mode (Mac).
No service is available. (The Z LED indicator is off.)	Try the following: Reorient your computer. If you are inside a building or near a structure that may be blocking the signal, change the position or location of your computer. Check with ****** — a network or account problem may be preventing the USB modem from obtaining service.

Using a Memory Card (microSD)

- Inserting the Memory Card (microSD) (page 17)
- Removing the Memory Card (microSD) (page 18)

With your USB modem and a microSD memory card (sold separately), you can store files (for example, files you download from the Internet) or transfer files (for example, images and music) between SD-compatible devices, without the need of another flash drive. Your computer recognizes the memory card as a removable storage device.

Your USB modem supports memory cards up to 32 GB capacity.

WARNING

Using memory cards larger than 32 GB can cause data loss and damage your USB modem.

Inserting the Memory Card (microSD)

- Gently flip open the tab (labelled "microSD") on the side of the USB modem (1).
- 2. Hold the USB modem with the ***** label facing up.
- Gently insert the memory card, printed side up, into the slot on the side of the USB modem (2) until the memory card clicks into place.

If your memory card has not been formatted, or is in a format that your Windows or Mac computer does not recognize, you may be prompted to format the memory card.



Note

Formatting erases all the data on the memory card, after which the files CANNOT be retrieved. To prevent the loss of important data, please check the contents before you format the memory card.

Removing the Memory Card (microSD)

Note

The memory card can be easily damaged by improper operation. Please be careful when inserting, removing, or handling it.

DO NOT remove a memory card while files are being accessed or transferred. Doing so will result in loss or damage of data.

- 1. Ensure that you have completed any file transfers.
- 2. Safely remove the hardware:
 - Click the Safely Remove Hardware icon (in Windows Vista; in Windows XP) in the system tray, and click the Safely remove Mass Storage Device entry for the memory card.
 - or –
 - On your Mac, eject the drive.
- Using your fingernail or a thin, blunt object, gently press the memory card in and then release; it should partially pop out of its slot, as shown in the photo.
- 4. Remove the memory card and store it in a safe place.
- 5. Close the tab over the microSD slot of the USB modem.



Important Connection Information

- To avoid loss of data, DO NOT remove the memory card while files are being accessed or transferred.
- DO NOT turn off or restart your computer, or put it into standby mode, while using a memory card. Doing so will result in loss or damage of data.

Section 3

Technical Specifications, Regulatory and Safety Information, and Warranty

Technical Specifications

- LED Operation (page 22)
- Radio Frequency and Electrical Specifications (page 24)
- Software Specifications (page 25)
- Environmental Specifications (page 26)
- Mechanical Specifications (page 27)

LED Operation

Your USB modem has two LED indicators. They operate as follows:

LED	State of LED	Indicates
G	Off	The USB modem has no power. The USB modem may not be completely inserted into the computer, the computer may be turned off or in suspend mode (Windows) or sleep mode (Mac), which powers down the USB modem, or you have disabled the USB modem (through the **********************************
	Blue, not blinking	The USB modem has power and is working properly.

LED	State of LED	Indicates
	Blue, blinking	The USB modem's firmware is being updated. Do not remove the USB modem.
	Amber, blinking	The USB modem is searching for service. If this state persists, try the following: Reorient your computer. If you are inside a building or near a structure that may be blocking the signal, change the position or location of your computer. Check with ****** — a network or account problem may be preventing the USB modem from obtaining service.
	Amber, not blinking	An error has occurred. Remove the USB modem and reinsert it.
#	Off	No service is available. If this state persists, try the following: Try reorienting your computer. If you are inside a building or near a structure that may be blocking the signal, change the position or location of your computer. Check with ****** — a network or account problem may be preventing the USB modern from obtaining service.
	Amber, blinking	1xRTT coverage is detected. Ready to connect to the network; see the user guide.
	Amber, not blinking	The USB modem is connected to a 1xRTT network and can send or receive data.

LED	State of LED	Indicates
	Blue, blinking	1xEV-DO coverage is detected. Ready to connect to the network; see the user guide.
	Blue, not blinking	The USB modem is connected to a 1xEV-DO network and can send or receive data.

Radio Frequency and Electrical Specifications

Approvals	Compliant with: IS-2000 Release 1.0 (CDMA (1X), IS-707-A Data, IS-856 (CDMA 1xEV-DO), IS-866, IS-878, IS-890, CDMA Development Group FCC (ID: N7NU598) Industry Canada (ID: 2417C-U598)	
Voltage	+5.0 Vdc from USB slot	
Current	Maximum: 600 mA (from USB port) Typical data call current (talk mode): 300 mA (1X) 390 mA (1xEV-DO) Standby: 55 mA (1xEV-DO/IS-2000 hybrid mode)	
Transmitter power	250 mW (+24 dBm) average	
Transmit	PCS: 1850 to 1909.95 MHz Cellular: 824.04 to 848.97 MHz	

Receive	PCS: 1930 to 1989.95 MHz Cellular: 869.04 to 893.97 MHz GPS: 1575.42 MHz
Channel spacing	1.25 MHz
Frequency stability	±150 Hz

Software Specifications

Position Location	Mobile Station based
Data service	IS-707A
Mobile IP	Supported
SMS (IS-637)	Not supported
FAX	Not supported
OMA-DM	Supported
OTASP (IS-683A, IS-683B, IS-683C)	Not supported
OTAPA	Not supported
PRL (preferred roaming list)	Supported
Authentication	Supported

NAM	Single
Voice	Not supported
E911	Not supported
TTY/Accessibility	Not supported

Environmental Specifications

Operating temperature	-20 to +55°C
Storage temperature	-40 to +85°C
Humidity	95%, non-condensing
Vibration	Random vibration, 10 to 1000 Hz, nominal 6G RMS in each of 3 mutually perpendicular axes. Test duration of 60 minutes for each axis, for a total test time of 3 hours (non-operating).
Drop	1 m on concrete on each of 6 faces, 2 times

Mechanical Specifications

Dimensions (W x L x H)	24 mm x 74 mm x 12 mm	
Power button	Not supported	
Headset jack	Not supported	
LED	Amber/blue	

Regulatory Information

- Regulatory Notices (page 29)
- Patents (page 31)
- Trademarks (page 32)
- Copyright (page 32)
- Limitation of Liability (page 32)
- Additional Information and Updates (page 33)

Note

This USB modem is approved for use in normal-size laptop computers only (typically with 12" or larger display screens). To comply with FCC RF exposure requirements, this modem should not be used in configurations that cannot maintain at least 12 mm (~0.5") from users and bystanders. For example, this modem should not be used in certain laptop and tablet computers and configurations where the USB connectors are unable to provide or ensure the necessary separation is available between the modem and its users to satisfy compliance.

Regulatory Notices

The design of the 598U USB modem complies with U.S. Federal Communications Commission (FCC) and Industry Canada (IC) guidelines respecting safety levels of radio frequency (RF) exposure for portable devices, which in turn are consistent with the following safety standards previously set by Canadian, U.S. and international standards bodies:

- ANSI / IEEE C95.1-1999, IEEE Standard for Safety Levels with Respect to Human Exposure to Radio Frequency Electromagnetic Fields, 3kHz to 300 GHz
- National Council on Radiation Protection and Measurements (NCRP) Report 86, 1986,
 Biological Effects and Exposure Criteria for Radio Frequency Electromagnetic Fields
- Health Canada, Safety Code 6, 1999, Limits of Human Exposure to Radio frequency Electromagnetic Fields in the Frequency Range from 3 kHz to 300 GHz
- International Commission on Non-Ionising Radiation Protection (ICNIRP) 1998,
 Guidelines for limiting exposure to time-varying electric, magnetic, and electromagnetic fields (up to 300 GHz)

FCC ID: N7NU598

CAUTION: The 598U USB modem must be 1.2 cm or more from users during operation, to satisfy FCC RF exposure requirements. The 598U USB modem has been tested for compliance with FCC / IC RF exposure limits in the laptop computer(s) configurations with horizontal and vertical USB slots and can be used in laptop computers with substantially similar physical dimensions, construction, and electrical and RF characteristics. This USB modem must not be used with any other antenna or transmitter that has not been approved to operate in conjunction with this modem. **NOTE:** This USB modem must not be used in any unapproved configurations. For details, contact Sierra Wireless.

WARNING: If the orientation of your computer's USB slot or the thickness of your computer are such that pressure is applied to the modem's end or side, you may damage the modem or your computer. In such cases, do not insert the USB modem directly into your computer's USB slot; use the supplied laptop clip and USB extension cable instead.

WARNING (EMI) - United States FCC Information - This equipment has been tested and found to comply with the limits for a Class B computing device peripheral, pursuant to Parts 15, 22, and 24 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation.

This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation.

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

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

This device complies with Part 15 of the FCC Rules. Operation is subject to the condition that this device does not cause harmful interference.

CAUTION: Any changes or modifications not expressly approved by Sierra Wireless could void the user's authority to operate the equipment.

WARNING (EMI) - Canada: This digital apparatus does not exceed the Class B limits for radio noise emissions from digital apparatus as set out in the interference causing equipment standard entitled "Digital Apparatus," ICES-003 of the Department of Communications.

Cet appareil numérique respecte les limites de bruits radioélectriques applicables aux appareils numériques de Classe B préscrites dans la norme sur le matériel brouilleur: "Appareils Numériques," NMB-003 édictee par le ministre des Communications.

If you have purchased this product under a United States Government contract, it shall be subject to restrictions as set forth in subparagraph (c)(1)(ii) of Defense Federal Acquisitions

Regulations (DFARs) Section 252.227-7013 for Department of Defense contracts, and as set forth in Federal Acquisitions Regulations (FARs) Section 52.227-19 for civilian agency contracts or any successor regulations. If further government regulations apply, it is your responsibility to ensure compliance with such regulations.

Patents

Portions of this product are covered by some or all of the following US patents:

5,515,013	5,629,960	5,845,216	5,847,553	5,878,234	5,890,057	5,929,815
6,169,884	6,191,741	6,199,168	6,339,405	6,359,591	6,400,336	6,516,204
6,561,851	6,643,501	6,653,979	6,697,030	6,785,830	6,845,249	6,847,830
6,876,697	6,879,585	6,886,049	6,968,171	6,985,757	7,023,878	7,053,843
7,106,569	7,145,267	7,200,512	7,287,162	7,295,171	D442,170	D459,303
D559,256	D560,911					

and other patents pending.

Licensed by QUALCOMM Incorporated under one or more of the following United States patents and/or their counterparts in other nations:

4,901,307	5,056,109	5,101,501	5,109,390	5,228,054	5,267,261	5,267,262
5,337,338	5,414,796	5,416,797	5,490,165	5,504,773	5,506,865	5,511,073
5,535,239	5,544,196	5,568,483	5,600,754	5,657,420	5,659,569	5,710,784
5,778,338						

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Windows® is a registered trademark of Microsoft Corporation.

Mac OS is a trademark of Apple Inc., registered in the U.S. and other countries.

QUALCOMM® is a registered trademark of QUALCOMM Incorporated.

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Limitation of Liability

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

Additional Information and Updates

For up-to-date product descriptions, documentation, application notes, firmware upgrades, troubleshooting tips, and press releases, visit www.sierrawireless.com.

Important Safety Information

- Important Notice (page 34)
- Safety and Hazards (page 34)

Important Notice

Safety and Hazards

Do not operate the ****** ******* USB modem by Sierra Wireless (598U USB modem) in any aircraft, whether the aircraft is on the ground or in flight. In aircraft, the ****** ******* USB modem by Sierra Wireless (598U USB modem) MUST BE POWERED OFF. When operating, it can transmit signals that could interfere with various onboard systems.

One-Year Limited Warranty

THIS PRODUCT IS PROVIDED TO YOU UNDER THE FOLLOWING TERMS AND CONDITIONS THAT CONTAIN LIMITATIONS ON WARRANTIES AND LIABILITIES AND YOUR REMEDIES. BY USING THIS PRODUCT YOU AGREE TO THE TERMS AND CONDITIONS BELOW.

The original end-user purchaser of the enclosed wireless personal computer modem card (the "Product") from Sierra Wireless (the "Vendor") or one of its authorized suppliers, is offered a personal, non-transferable, limited warranty that: (a) the Product will be of good quality and free from defects in design, materials, workmanship, and manufacture under normal use and service; (b) all materials, parts, components, and other items incorporated in the Product will be new; and (c) the Product will be compliant with, and perform in accordance with, its specifications, for a period that expires one year from the original purchase date of the Product (the "Warranty Period").

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

The warranty described above shall apply to all repaired or replaced Product for a period of 90 days from the date of return to you, or the balance of the Warranty Period, whichever is greater.

This limited warranty does not cover and is void with respect to: (a) Products which have been improperly installed, repaired, maintained, or modified; (b) Products which have been subjected to misuse (including using the Products with hardware which is electrically or mechanically incompatible with the Products), abuse, accident, physical damage, abnormal operation, improper handling or storage, neglect, exposure to fire, water, or excessive moisture or dampness, or extreme changes in climate or temperature; (c) Products which have been opened, repaired, modified, or altered by anyone other than Vendor or a Vendor-

authorized service center; (d) Products which have been damaged due to fire, flood, acts of God, or other acts which are not Vendor's fault and which the Product is not specified to tolerate; (e) cosmetic damage; (f) Products which have been operated outside of published maximum ratings; (g) cost of installation, removal, or reinstallation of the Product; (h) signal reception problems (unless caused by a defect in material(s) or workmanship); or (i) Products on which warranty stickers or serial numbers have been removed, altered, or rendered illegible.

This limited warranty is not transferable to any third party including, but not limited to, any subsequent purchaser or owner of the Products. Any transfer or resale of any of the Products will automatically terminate Vendor's warranty coverage of such Products.

This limited warranty is only valid in the United States of America, and does not cover customer education, instruction, installation, setup adjustments, or signal reception problems.

REPAIR OR REPLACEMENT, AS PROVIDED FOR UNDER THIS LIMITED WARRANTY, IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER VENDOR NOR THE ORIGINAL OWNER OF THE PRODUCT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. This warranty gives you specific rights and you may also have other rights, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow the exclusion of implied warranties and conditions and do not permit the exclusion or limitation of certain damages. Therefore, the foregoing exclusions may not apply to you.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THIS PRODUCT IS ASSUMED BY YOU. NEITHER THE ORIGINAL OWNER OF THE PRODUCT NOR THE VENDOR NOR VENDOR'S DISTRIBUTORS, RESELLERS, SUPPLIERS, AGENTS, OFFICERS, AND DIRECTORS SHALL HAVE ANY LIABILITY TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES HOWSOEVER CAUSED INCLUDING, BUT NOT LIMITED TO, DIRECT, INCIDENTAL, SPECIAL, GENERAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, DAMAGES TO PROPERTY OR PERSONS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF ANY SUCH AFOREMENTIONED PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEABLE, OR FOR CLAIMS BY ANY THIRD PARTY, MAXIMUM AGGREGATE LIABILITY OF THE AFOREMENTIONED PERSONS SHALL NOT EXCEED THE AMOUNT PAID BY YOU

FOR THE PRODUCT. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NON-PERFORMANCE, OR FAILURE IS A BREACH OF FUNDAMENTAL CONDITION OR TERM. OR A FUNDAMENTAL BREACH.

In the event that the Product supplied by Vendor is found to infringe any third-party US or Canadian patent, trade secret, copyright, trademark, or other proprietary right and/or the use of the Product is enjoined. Vendor will, at its sole option, either (a) procure for you the right to use such Product: (b) modify such Product so that it becomes non-infringing while giving equivalent functionality and performance; or (c) if neither of the foregoing options is reasonably available, refund to you all amounts paid for the infringing Products, depreciated on a straight line basis over a three-year period. Vendor will have no liability or obligation to you to the extent the infringement is caused by, or based upon: (a) use of the Product in an application or environment, or on a platform, or with devices for which the Product was not designed or contemplated: (b) modifications, alterations, combinations, or enhancements of the Product not created by Vendor; (c) any third-party defined feature that Vendor incorporates into the Product at the request of such third party; or (e) your failure to install any corrections or enhancements made available by Vendor that maintain equivalent or better functionality and performance, to the extent that such correction or enhancement would have avoided the infringement claim. Vendor's obligations do not apply to any alleged infringement occurring after you have received written notice of the alleged infringement, THE FOREGOING IS IN LIEU OF ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF NON-INFRINGEMENT. WHICH ARE HEREBY DISCLAIMED. AND SETS FORTH THE ENTIRE LIABILITY OF VENDOR AND THE ORIGINAL OWNER OF THE PRODUCT FOR ANY INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCT.

If any provision or term of these terms and conditions is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not affect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction.