



- 13.1 The headings in this Agreement are inserted only as a matter of convenience, and shall not be taken into consideration in the interpretation of this Agreement.
- 13.2 This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns, specifically including any corporation formed by the Federal Communications Commission or Camero subsequent to the date hereof.
- 13.3 Notwithstanding anything to the contrary stated under section 12 above, either party may in its sole discretion bring any action in which it seeks equitable or injunctive relief in any forum, jurisdiction or venue in which it desires.
- 13.4 The parties acknowledge that this Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications and agreements between the parties, whether written or oral, relating to the same subject matter.
- 13.5 No delay or omission to exercise any right, power or remedy, upon any breach or default under this Agreement, shall impair any such right, power or remedy of such party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring.
- 13.6 No waiver with respect to any breach or default in the performance of any obligation under the terms of this Agreement shall be deemed to be a waiver with respect to any subsequent breach or default, whether of similar or different nature. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement shall be effective only if made in writing and only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by virtue of law or otherwise afforded to any party, shall be cumulative and not alternative.
- 13.7 The provisions of this Agreement are independent of and severable of each other. In case any provision of the Agreement shall be invalid, illegal or unenforceable, that provision shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then eliminated, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 13.8 Neither party may transfer or assign any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 13.9 This Agreement may not be amended, nor any obligation waived, except in writing signed by both parties hereto.
- 13.10 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Without derogating from the generality of the foregoing, it is understood and agreed that any application by or on behalf of the disclosing party for a patent or for other legal protection, anywhere in the world, which includes, in whole or in part, its Confidential Information shall not be construed as the entering of such Confidential Information into the public domain.

Furthermore, nothing in this Agreement shall impose or be deemed to impose on a party to this Agreement an obligation to disclose Confidential Information to the other party.

3. Non-use and Non-disclosure. Each party agrees not to use any Confidential Information of the other party for any purpose except for the Purpose. Each party agrees not to disclose any Confidential Information of the other party to third parties or to such party's employees and advisors, except to those employees or advisors of the receiving party who are required to have the information for the Purpose.
4. Maintenance of Confidentiality. Each party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own confidential information and shall ensure that its employees and advisors who have access to Confidential Information of the other party have signed a non-use and non-disclosure agreement at least as restrictive as this Agreement prior to any disclosure of Confidential Information to such employees or advisors. Neither party shall make any copies of the Confidential Information of the other party unless the same are previously approved in writing by the other party. Each party shall reproduce the other party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The receiving party shall remain responsible at all times for any breach of the provisions of this Agreement by its employees and advisors or by any other person or entity to whom the receiving party was authorized to disclose Confidential Information pursuant to the provisions of this Agreement.
5. No Obligation. Nothing herein shall obligate either party to proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Purpose. Without derogating from the above, each party agrees not to disclose to any third party that this Agreement was executed or that the parties are contemplating entering into a business relationship, unless it receives the prior written consent of the other party. For the avoidance of doubt, this undertaking shall remain in force following the termination or expiration of this Agreement.
6. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS". NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by either party to the other party,