

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Lambda Research Corporation
515 Groton Road
Westford, MA 01886

Respondent

ORDER RELATING TO
LAMBDA RESEARCH CORPORATION

The Bureau of Industry and Security, U.S. Department of Commerce (BIS), has notified Lambda Research Corporation (“Lambda”) of its intention to initiate an administrative proceeding against Lambda pursuant to 766.3 of the Export Administration Regulations (the “Regulations”),¹ through issuance of a Proposed Charging Letter alleging that Lambda committed sixty-six (66) violations of the Regulations. Specifically:

STATEMENT OF CHARGES

Lambda is a Massachusetts-based private company that provides optical and illumination design software and engineering services. As described further below, between on or about April 10, 2021, and August 12, 2025, Lambda violated the Regulations when it sold, exported, transmitted, or serviced items subject to the EAR to or for parties on the Entity List without the requisite license or other authorization from BIS. Specifically, Lambda exported or transmitted licenses for optical and illumination design software designated EAR99 to Huawei Technologies Japan K.K. (“Huawei Japan”) and Shenzhen SiCarrier Technologies Co., Ltd. (“SiCarrier”), parties on the Entity List, and thereafter entered into agreements to service and update such software for Huawei Japan and SiCarrier. At all relevant times, a license was required under 15 C.F.R. § 744.11 to

¹ The Regulations are issued under the authority of the Export Control Reform Act of 2018, Title XVII, Subtitle B of Pub. L. 115-232, 132 Stat. 2208 (“ECRA”). The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730–774 (2026). The charged violations occurred in 2021 through 2025. The Regulations governing the violations at issue are found in the 2021 through 2025 versions of the Code of Federal Regulations (15 C.F.R. Parts 730–774 (2021–2025)). The 2026 Regulations set forth the procedures that apply to this matter.

export, reexport, or transfer (in-country) items subject to the EAR to Huawei Japan or SiCarrier. In addition, Lambda exported a license for optical and illumination software designated EAR99 to Southern Marine Science and Engineering Laboratory, Sun Yat-Sen University (“SMSEL”), an entity on the Unverified List, without obtaining a UVL statement as required under 15 C.F.R. § 744.15.

Charges 1–11 15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation

1. Pursuant to Section 744.11 and Supplement No. 4 to Part 744 of the EAR, a license is required to export, reexport, or transfer (in-country) any item subject to the EAR when an entity that is listed on the Entity List is a party to the transaction as described in Section 748.5(c)-(f) of the EAR.
2. On May 16, 2019, BIS added Huawei Technologies Co., Ltd. (“Huawei”) and sixty-eight of its non-U.S. affiliates (including Huawei Japan) to the Entity List.²
3. On at least five occasions between on or about April 10, 2021, and August 12, 2025, Lambda exported items subject to the EAR to Huawei Japan with knowledge or reason to know, including awareness of a high probability,³ that such exports constituted a violation of U.S. export controls absent a license or other authorization from BIS as required by 15 C.F.R. § 744.11(a). Specifically, Lambda exported CodeMeter USB dongles containing software licenses for TracePro, OSLO, IGES, and STEP software—which are designated or believed to be EAR99—to Huawei Japan via a distributor based in Japan, Noughts and Crosses, Ltd.
4. Lambda’s exports of CodeMeter USB dongles containing the above-referenced software licenses constitute transfers of “access information” under the versions of Section 734.19 in effect during the relevant time period.⁴ Because Huawei Japan was on the Entity List, Lambda was required to obtain a license to export EAR99 software to Huawei Japan under Section 744.11. Under section 734.19, “[t]o the extent an authorization would be required to transfer ‘technology’ or ‘software,’ a comparable authorization is required to transfer access information if done with ‘knowledge’ that such transfer would result in the release of such ‘technology’ or ‘software’ without a required authorization.” Lambda knew that the transfer of CodeMeter USB dongles containing software license for TracePro, OSLO,

² 84 FR 22961 (May 21, 2019).

³ Pursuant to Section 772.1 of the EAR, “knowledge of a circumstance (the term may be a variant, such as ‘know,’ ‘reason to know,’ or ‘reason to believe’) includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence.” 15 C.F.R. § 772.1. This awareness may be inferred from evidence of a person’s conscious disregard of known facts or a person’s willful avoidance of facts. *See id.*

⁴ *See* 15 C.F.R. § 734.19 (effective September 1, 2016 to September 17, 2023); 15 C.F.R. § 734.19 (effective September 18, 2023 to December 1, 2024). The “access information” provision is codified in the current version of the EAR at 15 C.F.R. § 734.19(a).

IGES, and STEP software to Huawei Japan would result in the release of EAR99 software to Huawei Japan, as the license documentation shipped with the CodeMeter dongle identified Huawei Japan as the licensee. Lambda never sought nor received any license or other authorization from BIS for these exports.

5. Between on or about April 10, 2021, and August 12, 2025, Lambda also sold annual maintenance and support subscriptions to Huawei Japan on six occasions. These maintenance and support subscriptions enabled Huawei Japan to access the technical support and download section of Lambda's website, including new releases of Lambda software, documentation, libraries, utilities, examples, and tutorials. Maintenance and support subscriptions also provided Huawei Japan access to periodic automatic updates of licensed Lambda software, including the TracePro, OSLO, IGES, and STEP software referenced in paragraph 1. At all relevant times, Lambda knew or had reason to know that such services were related to software exported in violation of the EAR. Lambda never sought nor received any license or other authorization from BIS to offer such services in connection with software Lambda licensed to Huawei Japan.
6. In its voluntary self-disclosure ("VSD") submitted to BIS on October 31, 2025, Lambda admits that its chief executive officer, Edward Freniere, as well as other senior management and sales personnel, were aware of media reporting related to Huawei Japan's addition to the Entity List in May 2019, and that they "investigated the legal implications of the addition of Huawei to the Entity List." Lambda's investigation, however, was limited to Lambda personnel reviewing news articles and press releases concerning BIS restrictions on Huawei and queries to ascertain whether Lambda's competitors continued to sell software to Huawei. While Lambda claims that one of its former employees sent an email to BIS in June 2019 seeking clarification on whether Lambda could continue to sell to Huawei, Lambda has provided no documentation to support this claim, nor does it allege that any Lambda personnel ever followed up with BIS regarding this query after the employee left the company.
7. Even after learning in September 2024 that a competitor had ceased sales to Huawei in 2019, Lambda did not immediately terminate its business with Huawei.
8. Between the addition of Huawei to the Entity List in May 2019 and April 2025, Lambda failed to seek legal guidance on export restrictions applicable to Huawei.
9. At all times relevant to the charges herein, Lambda had inadequate corporate compliance controls, policies, training and oversight. It had no written export compliance procedures, and no Lambda personnel were trained or specifically tasked with responsibility for export compliance.
10. By engaging in the above-described conduct, Lambda committed eleven (11) violations of Section 764.2(e) of the EAR.

Charges 12-66 15 C.F.R. § 764.2(a): Engaging in prohibited conduct

Automatic Software Updates Transmitted to Huawei Japan

11. Between on or about April 10, 2021, and August 12, 2025, Lambda transmitted forty-two (42) automatic updates of the TracePro software and five (5) automatic updates of the OSLO software to Huawei Japan under then-active software licenses.
12. Each automatic update of the TracePro and OSLO software constitutes an export under the EAR.
13. Lambda's exports of automatic updates of TracePro and OSLO to Huawei Japan without a BIS license resulted in forty-seven (47) violations under 15 C.F.R. § 764.2(a).

Automatic Software Updates Transmitted to SiCarrier

14. Between on or around May 7, 2024, and September 9, 2024, Lambda sold fifteen perpetual licenses for TracePro to ChinaSoft Technology (Shenzhen) Corporation Limited ("ChinaSoft") via a distributor based in China, Shanghai LightPaths Technologies Co., Ltd.
15. Lambda's May 7, 2024 invoice # 16326 identifies "ChinaSoft (SiCarrier)" as the end user for 11 perpetual licenses for TracePro. During Lambda's investigation following its July 2, 2025 initial disclosure to BIS, Lambda discovered that ChinaSoft served as an intermediary for SiCarrier for three perpetual licenses for TracePro: License Nos. 3-6918590, 3-6918591, and 3-744096.
16. On December 2, 2024, SiCarrier was added to the Entity List. Thereafter, pursuant to Section 744.11 and Supplement No. 4 to Part 744 of the EAR, a license was required to export, reexport, or transfer (in-country) any item subject to the EAR to SiCarrier, including the software at issue, which is designated EAR99. No license exceptions were available and license applications to export, reexport, or transfer (in-country) to SiCarrier were subject to a license review policy of a presumption of denial.
17. While the sales of three perpetual software licenses for TracePro predated SiCarrier's addition to the Entity List on December 2, 2024, Lambda thereafter transmitted seven automatic updates of the TracePro software to SiCarrier under then-active software licenses. Each automatic update of the TracePro software constitutes an export under the EAR.
18. Lambda's exports of automatic updates of TracePro to SiCarrier without a BIS license resulted in seven (7) violations under 15 C.F.R. § 764.2(a).

Failure to Obtain a UVL Statement from Sun Yat-Sen University

19. Pursuant to Section 744.15 and Supplement No. 6 to Part 744 of the EAR, "[b]efore proceeding with any export, reexport, or transfer (in-country) subject to the EAR that is

not subject to a license requirement, involving a person listed on the Unverified List as a party described in § 748.5 of the EAR, an exporter, reexporter, or transferor (in-country) must obtain a UVL statement from such person.” 15 C.F.R. § 744.15(b).

20. On October 9, 2020, BIS added Sun Yat-Sen University, No. 135 Xingang, Xi Road, Guangzhou, China, to the Unverified List.⁵
21. On or around November 16, 2023, Lambda exported, via its China-based distributor Alerfa Science & Technology (Shenzhen) Co. Ltd., a software license for TracePro and RayViz software to SMSEL without first obtaining a UVL statement.
22. The purchase order for the license noted that “[t]his leasing order is released for Southern Marine Science and Engineering Guangdong Laboratory (Zhuhai),” and a Lambda new license form identified a SMSEL Associate Professor, Jiaqi Wang, as the licensee. The new license form listed the licensee’s street address as follows: “RoomA408, Haiqin No.3 Building, Sun Yat-Sen University (Zhuhai Campus).”
23. By engaging in the above conduct, Lambda committed one (1) violation of 15 C.F.R. § 764.2(a).
24. In total, Lambda committed fifty-five (55) violations of 15 C.F.R. § 764.2(a).

WHEREAS, BIS and Lambda have entered into a Settlement Agreement pursuant to Section 766.18(a) of the Regulations, whereby they agreed to settle this matter in accordance with the terms and conditions set forth therein;

WHEREAS, Lambda admits committing the alleged conduct described in the Proposed Charging Letter; and

WHEREAS, I have approved of the terms of such Settlement Agreement.

IT IS THEREFORE ORDERED:

FIRST, Lambda shall be assessed a civil penalty in the amount of \$2,000,000. Payment of the \$2,000,000 shall be fully suspended⁶ for a period of one (1) year from the date of the

⁵ Revisions to the Unverified List (UVL), 85 FR 64014-02 (Oct. 9, 2020).

⁶ BIS agreed to suspend the monetary penalty based on a demonstrated limited ability to pay in accordance with BIS’s penalty guidance. *See* Supplement No. 1 to 15 C.F.R. Part 766.

Order, and thereafter shall be waived, provided that during this period Lambda has otherwise complied with the provisions of the Settlement Agreement and Order, including conducting export control compliance training and completing an audit as described below; and has committed no other violation of the Regulations or any order, license, or authorization issued thereunder. If Lambda or any successor or assign thereof fails to comply with any of the provisions of the Settlement Agreement and Order, the \$2,000,000 suspended civil penalty may be activated and become immediately due and owed in full.

SECOND, that, pursuant to the Debt Collection Act of 1982, as amended (31 U.S.C. §§ 3701-3720E (2012)), the civil penalty owed under this Order accrues interest as more fully described in the attached Notice, and if payment is not made by the due date specified therein, Lambda will be assessed, in addition to the full amount of the civil penalty and interest, a penalty charge and an administrative charge, as more fully described in the attached Notice.

THIRD, Lambda shall designate a minimum of two (2) employees or officers to handle export compliance for Lambda. The designated personnel shall complete export compliance training within three (3) months from the date of the Order. Before Lambda's designated personnel attend a compliance training course or program, Lambda shall notify the Office of Export Enforcement, Boston Field Office, of the identity of the designated personnel and the course or program Lambda has selected for them to attend. No later than one month after attending the compliance training course or program, Lambda shall submit a certification of attendance from the training provider to the Office of Export Enforcement, Boston Field Office, 313 Boston Post Road West, Suite 140, Marlborough, MA 01752 ("Boston Field Office").

FOURTH, within nine (9) months of the date of the Order, Lambda shall complete an internal audit of its export controls compliance program covering the period of the six (6) months

following the date of the Order. Lambda shall submit the results of the audit, including any relevant supporting materials, to the Boston Field Office. Said audit shall be in substantial compliance with the Export Compliance Program sample audit module on the BIS website at https://www.bis.gov/sites/default/files/documents/ECP_0.pdf and shall include an assessment of Lambda's compliance with the Regulations. In addition, where said audit identifies actual or potential violations of the Regulations, Lambda shall promptly disclose such violations and provide copies of the export control documents and supporting documentation to the Boston Field Office.

FIFTH, the timely completion and submission of the verification of attendance of an export compliance training as set forth above and the timely completion of the internal audit and submission of the audit results as set forth above are hereby made conditions to the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Lambda.

SIXTH, the Proposed Charging Letter, the Settlement Agreement, and this Order, shall be made available to the public.

This Order, which constitutes the final agency action in this matter, is effective immediately.



David Peters
Assistant Secretary of Commerce
for Export Enforcement

Issued this 2nd day of October, 2026

UNITED STATES DEPARTMENT OF COMMERCE
BUREAU OF INDUSTRY AND SECURITY
WASHINGTON, D.C. 20230

In the Matter of:

Lambda Research Corporation
515 Groton Road
Westford, MA 01886

Respondent

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made by and between Lambda Research Corporation (“Lambda”) and the Bureau of Industry and Security, U.S. Department of Commerce (“BIS”) (collectively, the “Parties”), pursuant to Section 766.18(a) of the Export Administration Regulations (the “Regulations”).¹

WHEREAS, BIS has notified Lambda of its intentions to initiate an administrative proceeding against Lambda pursuant to the Regulations;²

WHEREAS, BIS has issued a Proposed Charging Letter to Lambda that alleges that Lambda committed sixty-six (66) violations of the Regulations, specifically:

STATEMENT OF CHARGES

Lambda is a Massachusetts-based private company that provides optical and illumination design software and engineering services. As described further below, between on or about April 10, 2021, and August 12, 2025, Lambda violated the Regulations when it sold, exported, transmitted, or serviced items subject to the EAR to or for parties on the Entity List without the requisite license

¹ The Regulations are issued under the authority of the Export Control Reform Act of 2018, Title XVII, Subtitle B of Pub. L. 115-232, 132 Stat. 2208 (“ECRA”).

² The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730–774 (2026). The charged violations occurred in 2021 through 2025. The Regulations governing the violations at issue are found in the 2021 through 2025 versions of the Code of Federal Regulations (15 C.F.R. Parts 730–774 (2021–2025)). The 2026 Regulations set forth the procedures that apply to this matter.

or other authorization from BIS. Specifically, Lambda exported or transmitted licenses for optical and illumination design software designated EAR99 to Huawei Technologies Japan K.K. (“Huawei Japan”) and Shenzhen SiCarrier Technologies Co., Ltd. (“SiCarrier”), parties on the Entity List, and thereafter entered into agreements to service and update such software for Huawei Japan and SiCarrier. At all relevant times, a license was required under 15 C.F.R. § 744.11 to export, reexport, or transfer (in-country) items subject to the EAR to Huawei Japan or SiCarrier. In addition, Lambda exported a license for optical and illumination software designated EAR99 to Southern Marine Science and Engineering Laboratory, Sun Yat-Sen University (“SMSEL”), an entity on the Unverified List, without obtaining a UVL statement as required under 15 C.F.R. § 744.15.

Charges 1–11 15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation

1. Pursuant to Section 744.11 and Supplement No. 4 to Part 744 of the EAR, a license is required to export, reexport, or transfer (in-country) any item subject to the EAR when an entity that is listed on the Entity List is a party to the transaction as described in Section 748.5(c)-(f) of the EAR.
2. On May 16, 2019, BIS added Huawei Technologies Co., Ltd. (“Huawei”) and sixty-eight of its non-U.S. affiliates (including Huawei Japan) to the Entity List.³
3. On at least five occasions between on or about April 10, 2021, and August 12, 2025, Lambda exported items subject to the EAR to Huawei Japan with knowledge or reason to know, including awareness of a high probability,⁴ that such exports constituted a violation of U.S. export controls absent a license or other authorization from BIS as required by 15 C.F.R. § 744.11(a). Specifically, Lambda exported CodeMeter USB dongles containing software licenses for TracePro, OSLO, IGES, and STEP software—which are designated or believed to be EAR99—to Huawei Japan via a distributor based in Japan, Noughts and Crosses, Ltd.
4. Lambda’s exports of CodeMeter USB dongles containing the above-referenced software licenses constitute transfers of “access information” under the versions of Section 734.19 in effect during the relevant time period.⁵ Because Huawei Japan was on the Entity List, Lambda was required to obtain a license to export EAR99 software to Huawei Japan under

³ 84 FR 22961 (May 21, 2019).

⁴ Pursuant to Section 772.1 of the EAR, “knowledge of a circumstance (the term may be a variant, such as ‘know,’ ‘reason to know,’ or ‘reason to believe’) includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence.” 15 C.F.R. § 772.1. This awareness may be inferred from evidence of a person’s conscious disregard of known facts or a person’s willful avoidance of facts. *See id.*

⁵ *See* 15 C.F.R. § 734.19 (effective September 1, 2016 to September 17, 2023); 15 C.F.R. § 734.19 (effective September 18, 2023 to December 1, 2024). The “access information” provision is codified in the current version of the EAR at 15 C.F.R. § 734.19(a).

Section 744.11. Under section 734.19, “[t]o the extent an authorization would be required to transfer ‘technology’ or ‘software,’ a comparable authorization is required to transfer access information if done with ‘knowledge’ that such transfer would result in the release of such ‘technology’ or ‘software’ without a required authorization.” Lambda knew that the transfer of CodeMeter USB dongles containing software license for TracePro, OSLO, IGES, and STEP software to Huawei Japan would result in the release of EAR99 software to Huawei Japan, as the license documentation shipped with the CodeMeter dongle identified Huawei Japan as the licensee. Lambda never sought nor received any license or other authorization from BIS for these exports.

5. Between on or about April 10, 2021, and August 12, 2025, Lambda also sold annual maintenance and support subscriptions to Huawei Japan on six occasions. These maintenance and support subscriptions enabled Huawei Japan to access the technical support and download section of Lambda’s website, including new releases of Lambda software, documentation, libraries, utilities, examples, and tutorials. Maintenance and support subscriptions also provided Huawei Japan access to periodic automatic updates of licensed Lambda software, including the TracePro, OSLO, IGES, and STEP software referenced in paragraph 1. At all relevant times, Lambda knew or had reason to know that such services were related to software exported in violation of the EAR. Lambda never sought nor received any license or other authorization from BIS to offer such services in connection with software Lambda licensed to Huawei Japan.
6. In its voluntary self-disclosure (“VSD”) submitted to BIS on October 31, 2025, Lambda admits that its chief executive officer, Edward Freniere, as well as other senior management and sales personnel, were aware of media reporting related to Huawei Japan’s addition to the Entity List in May 2019, and that they “investigated the legal implications of the addition of Huawei to the Entity List.” Lambda’s investigation, however, was limited to Lambda personnel reviewing news articles and press releases concerning BIS restrictions on Huawei and queries to ascertain whether Lambda’s competitors continued to sell software to Huawei. While Lambda claims that one of its former employees sent an email to BIS in June 2019 seeking clarification on whether Lambda could continue to sell to Huawei, Lambda has provided no documentation to support this claim, nor does it allege that any Lambda personnel ever followed up with BIS regarding this query after the employee left the company.
7. Even after learning in September 2024 that a competitor had ceased sales to Huawei in 2019, Lambda did not immediately terminate its business with Huawei.
8. Between the addition of Huawei to the Entity List in May 2019 and April 2025, Lambda failed to seek legal guidance on export restrictions applicable to Huawei.
9. At all times relevant to the charges herein, Lambda had inadequate corporate compliance controls, policies, training and oversight. It had no written export compliance procedures,

and no Lambda personnel were trained or specifically tasked with responsibility for export compliance.

10. By engaging in the above-described conduct, Lambda committed eleven (11) violations of Section 764.2(e) of the EAR.

Charges 12-66 15 C.F.R. § 764.2(a): Engaging in prohibited conduct

Automatic Software Updates Transmitted to Huawei Japan

11. Between on or about April 10, 2021, and August 12, 2025, Lambda transmitted forty-two (42) automatic updates of the TracePro software and five (5) automatic updates of the OSLO software to Huawei Japan under then-active software licenses.
12. Each automatic update of the TracePro and OSLO software constitutes an export under the EAR.
13. Lambda's exports of automatic updates of TracePro and OSLO to Huawei Japan without a BIS license resulted in forty-seven (47) violations under 15 C.F.R. § 764.2(a).

Automatic Software Updates Transmitted to SiCarrier

14. Between on or around May 7, 2024, and September 9, 2024, Lambda sold fifteen perpetual licenses for TracePro to ChinaSoft Technology (Shenzhen) Corporation Limited ("ChinaSoft") via a distributor based in China, Shanghai LightPaths Technologies Co., Ltd.
15. Lambda's May 7, 2024 invoice # 16326 identifies "ChinaSoft (SiCarrier)" as the end user for 11 perpetual licenses for TracePro. During Lambda's investigation following its July 2, 2025 initial disclosure to BIS, Lambda discovered that ChinaSoft served as an intermediary for SiCarrier for three perpetual licenses for TracePro: License Nos. 3-6918590, 3-6918591, and 3-744096.
16. On December 2, 2024, SiCarrier was added to the Entity List. Thereafter, pursuant to Section 744.11 and Supplement No. 4 to Part 744 of the EAR, a license was required to export, reexport, or transfer (in-country) any item subject to the EAR to SiCarrier, including the software at issue, which is designated EAR99. No license exceptions were available and license applications to export, reexport, or transfer (in-country) to SiCarrier were subject to a license review policy of a presumption of denial.
17. While the sales of three perpetual software licenses for TracePro predated SiCarrier's addition to the Entity List on December 2, 2024, Lambda thereafter transmitted seven automatic updates of the TracePro software to SiCarrier under then-active software licenses. Each automatic update of the TracePro software constitutes an export under the EAR.

18. Lambda's exports of automatic updates of TracePro to SiCarrier without a BIS license resulted in seven (7) violations under 15 C.F.R. § 764.2(a).

Failure to Obtain a UVL Statement from Sun Yat-Sen University

19. Pursuant to Section 744.15 and Supplement No. 6 to Part 744 of the EAR, "[b]efore proceeding with any export, reexport, or transfer (in-country) subject to the EAR that is not subject to a license requirement, involving a person listed on the Unverified List as a party described in § 748.5 of the EAR, an exporter, reexporter, or transferor (in-country) must obtain a UVL statement from such person." 15 C.F.R. § 744.15(b).
20. On October 9, 2020, BIS added Sun Yat-Sen University, No. 135 Xingang, Xi Road, Guangzhou, China, to the Unverified List.⁶
21. On or around November 16, 2023, Lambda exported, via its China-based distributor Alerfa Science & Technology (Shenzhen) Co. Ltd., a software license for TracePro and RayViz software to SMSEL without first obtaining a UVL statement.
22. The purchase order for the license noted that "[t]his leasing order is released for Southern Marine Science and Engineering Guangdong Laboratory (Zhuhai)," and a Lambda new license form identified a SMSEL Associate Professor, Jiaqi Wang, as the licensee. The new license form listed the licensee's street address as follows: "RoomA408, Haiqin No.3 Building, Sun Yat-Sen University (Zhuhai Campus)."
23. By engaging in the above conduct, Lambda committed one (1) violation of 15 C.F.R. § 764.2(a).
24. In total, Lambda committed fifty-five (55) violations of 15 C.F.R. § 764.2(a).

WHEREAS, Lambda has reviewed the Proposed Charging Letter and is aware of the allegations made against it and the administrative sanctions that could be imposed against it if the allegations are found to be true;

WHEREAS, Lambda has reviewed, with the assistance of counsel, the terms of this Agreement, the Order ("Order") that the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, will issue if he approves this Agreement as the final

⁶ Revisions to the Unverified List (UVL), 85 FR 64014-02 (Oct. 9, 2020).

resolution of this matter, and the Proposed Charging Letter, and understands the terms of all three documents;

WHEREAS, Lambda enters into this Agreement voluntarily and with full knowledge of its rights, after having consulted with counsel;

WHEREAS, Lambda states that no promises or representations have been made to it other than the agreements and considerations herein expressed;

WHEREAS, Lambda admits committing the alleged conduct described in paragraphs number 1 through 24, above; and

WHEREAS, Lambda agrees to be bound by the Order, if issued;

NOW THEREFORE, the Parties hereby agree, for purposes of this Agreement, as follows:

1. BIS has jurisdiction over Lambda, under the Regulations, in connection with the matters alleged in the Proposed Charging Letter.

2. The following sanctions shall be imposed against Lambda:

a. Lambda shall be assessed a civil penalty in the amount of \$2,000,000. Payment of the \$2,000,000 shall be fully suspended for a period of one year from the date of the Order, and thereafter shall be waived, provided that Lambda has otherwise complied with the provisions of the Settlement Agreement and Order, including conducting export control compliance training and completing an audit as described below; and has committed no other violation of the Regulations or any order, license, or authorization issued thereunder. If Lambda or any successor or assign thereof fails to comply with any of the provisions of the Settlement Agreement and Order, the \$2,000,000 suspended civil penalty may be activated and become immediately due and owed in full.

b. Lambda shall designate a minimum of two (2) employees or officers to handle export compliance for Lambda. The designated personnel shall complete export compliance training within three (3) months from the date of the Order. Before Lambda's designated personnel attend a compliance training course or program, Lambda shall notify the Office of Export Enforcement, Boston Field Office, of the identity of the designated personnel and the course or program Lambda has selected for them to attend. No later than one month after attending the compliance training course or program, Lambda shall submit a certification of attendance from the training provider to the Office of Export Enforcement, Boston Field Office, 313 Boston Post Road West, Suite 140, Marlborough, MA 01752 ("Boston Field Office").

c. Within nine (9) months of the date of the Order, Lambda shall complete an internal audit of its export controls compliance program covering the period of the six (6) months following the date of the Order. Lambda shall submit the results of the audit, including any relevant supporting materials, to the Boston Field Office. Said audit shall be in substantial compliance with the Export Compliance Program sample audit module on the BIS website at https://www.bis.gov/sites/default/files/documents/ECP_0.pdf and shall include an assessment of Lambda's compliance with the Regulations. In addition, where said audit identifies actual or potential violations of the Regulations, Lambda shall promptly disclose such violations and provide copies of the export control documents and supporting documentation to the Boston Field Office.

d. The timely completion and submission of the verification of attendance of an export compliance training pursuant to Paragraph 2(b) and the timely completion of the internal audit and submission of the audit results pursuant to Paragraph 2(c) are hereby made conditions to

the granting, restoration, or continuing validity of any export license, license exception, permission, or privilege granted, or to be granted, to Lambda.

3. Subject to the approval of this Agreement pursuant to Paragraph 7 hereof, Lambda hereby waives all rights to further procedural steps in this matter including, without limitation, any right to: (a) an administrative hearing regarding the allegations in any charging letter; and (b) seek judicial review or otherwise contest the validity of this Agreement or the Order, if issued. Lambda also waives and will not assert any Statute of Limitations defense, and the Statute of Limitations will be tolled, in connection with any violation of the Act or the Regulations arising out of the transactions identified in the Proposed Charging Letter or enforcement of this Agreement and the Order, if issued.

4. BIS agrees that upon successful compliance in full with the terms of this Agreement and the Order, if issued, BIS will not initiate any further administrative proceeding against Lambda in connection with any violation of the Regulations arising out of the transactions specifically detailed in the Proposed Charging Letter.

5. This Agreement is for settlement purposes only. Therefore, if this Agreement is not accepted and the Order is not issued by the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, pursuant to Section 766.18(a) of the Regulations, no Party may use this Agreement in any administrative or judicial proceeding and the Parties shall not be bound by the terms contained in this Agreement in any subsequent administrative or judicial proceeding.

6. No agreement, understanding, representation or interpretation not contained in this Agreement may be used to vary or otherwise affect the terms of this Agreement or the Order, if issued; nor shall this Agreement serve to bind, constrain, or otherwise limit any action by any other

agency or department of the U.S. Government with respect to the facts and circumstances addressed herein.

7. This Agreement shall become binding on the Parties only if the Assistant Secretary of Commerce for Export Enforcement, or appropriate designee, approves it by issuing the Order, which will have the same force and effect as a decision and order issued after a full administrative hearing on the record.

8. BIS will make the Proposed Charging Letter, this Agreement, and the Order, if issued, available to the public.

9. Each signatory affirms that he/she has authority to enter into this Agreement and to bind his/her respective party to the terms and conditions set forth herein.

BUREAU OF INDUSTRY AND
SECURITY
U.S. DEPARTMENT OF COMMERCE

STEVEN FISHER

Digitally signed by STEVEN
FISHER
Date: 2026.09.29 09:37:05 -04'00'

Steven Fisher
Director of Export Enforcement

Date: _____

LAMBDA RESEARCH CORPORATION



Edward Freniere
Chief Executive Officer

Date: September 28, 2026

PROPOSED CHARGING LETTER

Lambda Research Corporation
515 Groton Road
Westford, MA 01886

Attention: Edward Freniere, Chief Executive Officer

Dear Mr. Freniere,

The Bureau of Industry and Security, U.S. Department of Commerce (“BIS”), has reason to believe that Lambda Research Corporation (“Lambda”), has committed 66 violations of the Export Administration Regulations (the “Regulations” or “EAR”).¹ Specifically, BIS alleges the following:

GENERAL ALLEGATIONS

Lambda is a Massachusetts-based private company that provides optical and illumination design software and engineering services. As described further below and in the attached Schedule of Violations, between on or about April 10, 2021, and August 12, 2025, Lambda violated the Regulations when it sold, exported, transmitted, or serviced items subject to the EAR to or for parties on the Entity List without the requisite license or other authorization from BIS. Specifically, Lambda exported or transmitted licenses for optical and illumination design software designated EAR99 to Huawei Technologies Japan K.K. (“Huawei Japan”) and Shenzhen SiCarrier Technologies Co., Ltd. (“SiCarrier”), parties on the Entity List, and thereafter entered into agreements to service and update such software for Huawei Japan and SiCarrier. At all relevant times, a license was required under 15 C.F.R. § 744.11 to export, reexport, or transfer (in-country) items subject to the EAR to Huawei Japan or SiCarrier. In addition, Lambda exported a license for optical and illumination software designated EAR99 to Southern Marine Science and Engineering Laboratory, Sun Yat-Sen University (“SMSEL”), an entity on the Unverified List, without obtaining a UVL statement as required under 15 C.F.R. § 744.15.

¹ The Regulations are currently codified in the Code of Federal Regulations at 15 C.F.R. Parts 730–774 (2026). The charged violations occurred in 2021 through 2025. The Regulations governing the violations at issue are found in the 2021 through 2025 versions of the Code of Federal Regulations (15 C.F.R. Parts 730–774 (2021–2025)). The 2026 Regulations set forth the procedures that apply to this matter.

STATEMENT OF CHARGES

Charges 1–11 15 C.F.R. § 764.2(e): Acting with Knowledge of a Violation

1. Pursuant to Section 744.11 and Supplement No. 4 to Part 744 of the EAR, a license is required to export, reexport, or transfer (in-country) any item subject to the EAR when an entity that is listed on the Entity List is a party to the transaction as described in Section 748.5(c)-(f) of the EAR.
2. On May 16, 2019, BIS added Huawei Technologies Co., Ltd. (“Huawei”) and sixty-eight of its non-U.S. affiliates (including Huawei Japan) to the Entity List.²
3. On at least five occasions between on or about April 10, 2021, and August 12, 2025, Lambda exported items subject to the EAR to Huawei Japan with knowledge or reason to know, including awareness of a high probability,³ that such exports constituted a violation of U.S. export controls absent a license or other authorization from BIS as required by 15 C.F.R. § 744.11(a). Specifically, Lambda exported CodeMeter USB dongles containing software licenses for TracePro, OSLO, IGES, and STEM software—which are designated or believed to be EAR99—to Huawei Japan via a distributor based in Japan, Noughts and Crosses, Ltd.
4. Lambda’s exports of CodeMeter USB dongles containing the above-referenced software licenses constitute transfers of “access information” under the versions of Section 734.19 in effect during the relevant time period.⁴ Because Huawei Japan was on the Entity List, Lambda was required to obtain a license to export EAR99 software to Huawei Japan under Section 744.11. Under section 734.19, “[t]o the extent an authorization would be required to transfer ‘technology’ or ‘software,’ a comparable authorization is required to transfer access information if done with ‘knowledge’ that such transfer would result in the release of such ‘technology’ or ‘software’ without a required authorization.” Lambda knew that the transfer of CodeMeter USB dongles containing software license for TracePro, OSLO, IGES, and STEM software to Huawei Japan would result in the release of EAR99 software to Huawei Japan, as the license documentation shipped with the CodeMeter dongle identified Huawei Japan as the

² 84 FR 22961 (May 21, 2019).

³ Pursuant to Section 772.1 of the EAR, “knowledge of a circumstance (the term may be a variant, such as ‘know,’ ‘reason to know,’ or ‘reason to believe’) includes not only positive knowledge that the circumstance exists or is substantially certain to occur, but also an awareness of a high probability of its existence or future occurrence.” 15 C.F.R. § 772.1. This awareness may be inferred from evidence of a person’s conscious disregard of known facts or a person’s willful avoidance of facts. *See id.*

⁴ *See* 15 C.F.R. § 734.19 (effective September 1, 2016 to September 17, 2023); 15 C.F.R. § 734.19 (effective September 18, 2023 to December 1, 2024). The “access information” provision is codified in the current version of the EAR at 15 C.F.R. § 734.19(a).

licensee. Lambda never sought nor received any license or other authorization from BIS for these exports.

5. Between on or about April 10, 2021, and August 12, 2025, Lambda also sold annual maintenance and support subscriptions to Huawei Japan on six occasions. These maintenance and support subscriptions enabled Huawei Japan to access the technical support and download section of Lambda's website, including new releases of Lambda software, documentation, libraries, utilities, examples, and tutorials. Maintenance and support subscriptions also provided Huawei Japan access to periodic automatic updates of licensed Lambda software, including the TracePro, OSLO, IGES, and STEM software referenced in paragraph 1. At all relevant times, Lambda knew or had reason to know that such services were related to software exported in violation of the EAR. Lambda never sought nor received any license or other authorization from BIS to offer such services in connection with software Lambda licensed to Huawei Japan.
6. In its voluntary self-disclosure ("VSD") submitted to BIS on October 31, 2025, Lambda admits that its chief executive officer, Edward Freniere, as well as other senior management and sales personnel, were aware of media reporting related to Huawei Japan's addition to the Entity List in May 2019, and that they "investigated the legal implications of the addition of Huawei to the Entity List." Lambda's investigation, however, was limited to Lambda personnel reviewing news articles and press releases concerning BIS restrictions on Huawei and queries to ascertain whether Lambda's competitors continued to sell software to Huawei. While Lambda claims that one of its former employees sent an email to BIS in June 2019 seeking clarification on whether Lambda could continue to sell to Huawei, Lambda has provided no documentation to support this claim, nor does it allege that any Lambda personnel ever followed up with BIS regarding this query after the employee left the company.
7. Even after learning in September 2024 that a competitor had ceased sales to Huawei in 2019, Lambda did not immediately terminate its business with Huawei.
8. Between the addition of Huawei to the Entity List in May 2019 and April 2025, Lambda failed to seek legal guidance on export restrictions applicable to Huawei.
9. At all times relevant to the charges herein, Lambda had inadequate corporate compliance controls, policies, training and oversight. It had no written export compliance procedures, and no Lambda personnel were trained or specifically tasked with responsibility for export compliance.
10. By engaging in the above-described conduct, Lambda committed eleven (11) violations of Section 764.2(e) of the EAR.

Charges 12-66 15 C.F.R. § 764.2(a): Engaging in prohibited conduct

Automatic Software Updates Transmitted to Huawei Japan

11. Between on or about April 10, 2021, and August 12, 2025, Lambda transmitted forty-two (42) automatic updates of the TracePro software and five (5) automatic updates of the OSLO software to Huawei Japan under then-active software licenses.
12. Each automatic update of the TracePro and OSLO software constitutes an export under the EAR.
13. Lambda's exports of automatic updates of TracePro and OSLO to Huawei Japan without a BIS license resulted in forty-seven (47) violations under 15 C.F.R. § 764.2(a).

Automatic Software Updates Transmitted to SiCarrier

14. Between on or around May 7, 2024, and September 9, 2024, Lambda sold fifteen perpetual licenses for TracePro to ChinaSoft Technology (Shenzhen) Corporation Limited ("ChinaSoft") via a distributor based in China, Shanghai LightPaths Technologies Co., Ltd.
15. Lambda's May 7, 2024 invoice # 16326 identifies "ChinaSoft (SiCarrier)" as the end user for 11 perpetual licenses for TracePro. During Lambda's investigation following its July 2, 2025 initial disclosure to BIS, Lambda discovered that ChinaSoft served as an intermediary for SiCarrier for three perpetual licenses for TracePro: License Nos. 3-6918590, 3-6918591, and 3-744096.
16. On December 2, 2024, SiCarrier was added to the Entity List. Thereafter, pursuant to Section 744.11 and Supplement No. 4 to Part 744 of the EAR, a license was required to export, reexport, or transfer (in-country) any item subject to the EAR to SiCarrier, including the software at issue, which is designated EAR99. No license exceptions were available and license applications to export, reexport, or transfer (in-country) to SiCarrier were subject to a license review policy of a presumption of denial.
17. While the sales of three perpetual software licenses for TracePro predated SiCarrier's addition to the Entity List on December 2, 2024, Lambda thereafter transmitted seven automatic updates of the TracePro software to SiCarrier under then-active software licenses. Each automatic update of the TracePro software constitutes an export under the EAR.
18. Lambda's exports of automatic updates of TracePro to SiCarrier without a BIS license resulted in seven (7) violations under 15 C.F.R. § 764.2(a).

Failure to Obtain a UVL Statement from Sun Yat-Sen University

19. Pursuant to Section 744.15 and Supplement No. 6 to Part 744 of the EAR, “[b]efore proceeding with any export, reexport, or transfer (in-country) subject to the EAR that is not subject to a license requirement, involving a person listed on the Unverified List as a party described in § 748.5 of the EAR, an exporter, reexporter, or transferor (in-country) must obtain a UVL statement from such person.” 15 C.F.R. § 744.15(b).
20. On October 9, 2020, BIS added Sun Yat-Sen University, No. 135 Xingang, Xi Road, Guangzhou, China, to the Unverified List.⁵
21. On or around November 16, 2023, Lambda exported, via its China-based distributor Alerfa Science & Technology (Shenzhen) Co. Ltd., a software license for TracePro and RayViz software to SMSEL without first obtaining a UVL statement.
22. The purchase order for the license noted that “[t]his leasing order is released for Southern Marine Science and Engineering Guangdong Laboratory (Zhuhai),” and a Lambda new license form identified a SMSEL Associate Professor, Jiaqi Wang, as the licensee. The new license form listed the licensee’s street address as follows: “RoomA408, Haiqin No.3 Building, Sun Yat-Sen University (Zhuhai Campus).”
23. By engaging in the above conduct, Lambda committed one (1) violation of 15 C.F.R. § 764.2(a).
24. In total, Lambda committed fifty-five (55) violations of 15 C.F.R. § 764.2(a).

* * * * *

Accordingly, Lambda is hereby notified that an administrative proceeding is instituted against it pursuant to Part 766 of the Regulations for the purpose of obtaining an order imposing administrative sanctions, including, but not limited to any or all of the following:

- The maximum civil penalty allowed by law of up to the greater of \$374,474 per violation,⁶ or twice the value of the transaction that is the basis of the violation;⁷
- Denial of export privileges;

⁵ Revisions to the Unverified List (UVL), 85 FR 64014-02 (Oct. 9, 2020).

⁶ See 15 C.F.R. § 6.3(c)(6). This amount is subject to annual increases pursuant to the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, Sec. 701 of Public Law 114-74, enacted on November 2, 2015. See 89 FR 106308 (Dec. 30, 2024) (adjusting for inflation the maximum civil monetary penalty under ECRA from \$364,992 to \$374,474, effective January 15, 2025).

⁷ See Export Control Reform Act of 2018, 50 U.S.C. § 4819(c)(1)(A) (2019).

- Exclusion from practice before BIS; and/or
- Any other liability, sanction, or penalty available under law.

If Lambda fails to answer the charges contained in this letter within 30 days after being served with notice of issuance of this letter, that failure will be treated as a default. *See* 15 C.F.R. §§ 766.6 and 766.7. If Lambda defaults, the Administrative Law Judge may find the charges alleged in this letter are true without a hearing or further notice to Lambda. 15 C.F.R. § 766.7(a). Lambda may then be subject to a sanction of up to the maximum penalty amount for the charges in this letter.

Lambda is further notified that it is entitled to an agency hearing on the record if it files a written demand for one with their answer. *See* 15 C.F.R. § 766.6. Lambda also is entitled to be represented by counsel or other authorized representative who has power of attorney to represent it. *See* 15 C.F.R. §§ 766.3(a) and 766.4.

The Regulations provide for settlement without a hearing. *See* 15 C.F.R. § 766.18. Should Lambda have a proposal to settle this case, Lambda should transmit it to the attorneys representing BIS named below.

Lambda is further notified that under the Small Business Regulatory Enforcement Flexibility Act, Lambda may be eligible for assistance from the Office of the National Ombudsman of the Small Business Administration in this matter. To determine eligibility and get more information, please see: <http://www.sba.gov/ombudsman/>.

The U.S. Coast Guard is providing administrative law judge services in connection with the matters set forth in this letter. Accordingly, Lambda's answer must be filed in accordance with the instructions in Section 766.5(a) of the Regulations with:

U.S. Coast Guard ALJ Docketing Center
40 S. Gay Street
Baltimore, Maryland 21202-4022

In addition, a copy of Lambda's answer must be served on BIS at the following address:

Chief Counsel for Industry and Security
Attention: Evan McGinley, Esq. and Kimberly Hsu, Esq.
Room 3043
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Evan McGinley and Kimberly Hsu are the attorneys representing BIS in this case; any communications that Lambda may wish to have concerning this matter should occur through them. Mr. McGinley may be contacted by phone at (202) 482-7090. Ms. Hsu may be reached at (202) 482-5301.

Sincerely,

Steven Fisher
Director
Office of Export Enforcement

CC: Kay C. Georgi, Esq., ArentFox Schiff LLP, *Counsel for Lambda*
Maya S. Cohen, Esq., ArentFox Schiff LLP, *Counsel for Lambda*
Justin V. Shur, Esq., MoloLamken LLP, *Counsel for Edward Freniere*
Anden Chow, Esq. MoloLamken LLP, *Counsel for Edward Freniere*

SCHEDULE OF VIOLATIONS

Charge	Transaction Date	Item	ECCN	Destination	Violation	Value
1	6/17/2021	TracePro 21.3 (License 3-5604597 Initial Purchase)	EAR99	Huawei Japan	§ 764.2(e)	\$18,431.00
2	9/9/2021	OSLO 21.1 (License 3-5717650 Initial Purchase)	EAR99	Huawei Japan	§ 764.2(e)	\$2,450.00
3	11/17/2022	TracePro 22.5 (License 3-6506893 Initial Purchase)	EAR99	Huawei Japan	§ 764.2(e)	\$22,386.00
4	9/20/2023	TracePro 23.3 (License 3-6771451 Initial Purchase)	EAR99	Huawei Japan	§ 764.2(e)	\$12,922.00
5	7/12/2024	TracePro 24.2 (License 3-6506893 Initial Purchase)	EAR99	Huawei Japan	§ 764.2(e)	\$23,590.00
6	8/29/2021	TracePro 21.4 (License 3-5132837 Annual Support + Network Subscription)	EAR99	Huawei Japan	§ 764.2(e)	\$4,200.00
7	8/29/2022	TracePro 22.4 (License 3-5132837 Annual Support + Network Subscription)	EAR99	Huawei Japan	§ 764.2(e)	\$4,477.20
8	9/27/2022	OSLO 22.2 (License 3-5717650 Annual Support + Network Subscription)	EAR99	Huawei Japan	§ 764.2(e)	\$560.00
9	8/29/2023	TracePro 23.3 (License 3-5132837 Annual Support + Network Subscription)	EAR99	Huawei Japan	§ 764.2(e)	\$4,725.00
10	12/2/2023	TracePro 23.4 (License 3-6506893 Annual Support + Network Subscription)	EAR99	Huawei Japan	§ 764.2(e)	\$4,725.00
11	8/29/2024	TracePro 24.2 (License 3-5132837 Annual Support + Network Subscription)	EAR99	Huawei Japan	§ 764.2(e)	\$4,718.00
12	4/10/2021	TracePro 21.2 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
13	6/10/2021	TracePro 21.3 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
14	8/11/2021	TracePro 21.4 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
15	8/11/2021	TracePro 21.4 (License 3-5604597 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
16	9/29/2021	OSLO 21.2 (License 3-5717650 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
17	10/8/2021	TracePro 21.5 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
18	10/8/2021	TracePro 21.5 (License 3-5604597 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
19	12/20/2021	TracePro 21.6 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
20	12/20/2021	TracePro 21.6 (License 3-5604597 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
21	2/11/2022	TracePro 22.1 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
22	2/11/2022	TracePro 22.1 (License 3-5604597 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
23	3/10/2022	OSLO 22.1 (License 3-5717650 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
24	4/13/2022	TracePro 22.2 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
25	4/13/2022	TracePro 22.2 (License 3-5604597 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
26	6/10/2022	TracePro 22.3 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
27	6/10/2022	TracePro 22.3 (License 3-5604597 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
28	8/10/2022	TracePro 22.4 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
29	9/15/2022	OSLO 22.2 (License 3-5717650 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	

Charge	Transaction Date	Item	ECCN	Destination	Violation	Value
30	10/12/2022	TracePro 22.5 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
31	12/12/2022	TracePro 22.6 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
32	12/12/2022	TracePro 22.6 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
33	3/8/2023	OSLO 23.1 (License 3-5717650 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
34	3/15/2023	TracePro 23.1 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
35	3/15/2023	TracePro 23.1 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
36	5/12/2023	TracePro 23.2 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
37	5/12/2023	TracePro 23.2 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
38	8/11/2023	TracePro 23.3 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
39	8/11/2023	TracePro 23.3 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
40	9/5/2023	OSLO 23.2 (License 3-5717650 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
41	11/13/2023	TracePro 23.4 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
42	11/13/2023	TracePro 23.4 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
43	11/13/2023	TracePro 23.4 (License 3-6771451 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
44	12/27/2023	TracePro 23.5 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
45	12/27/2023	TracePro 23.5 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
46	12/27/2023	TracePro 23.5 (License 3-6771451 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
47	2/7/2024	TracePro 24.1 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
48	2/7/2024	TracePro 24.1 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
49	2/7/2024	TracePro 24.1 (License 3-6771451 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
50	5/30/2024	TracePro 24.2 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
51	5/30/2024	TracePro 24.2 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
52	5/30/2024	TracePro 24.2 (License 3-6771451 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
53	11/19/2024	TracePro 24.3 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
54	11/19/2024	TracePro 24.3 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
55	2/6/2025	TracePro 25.1 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
56	2/6/2025	TracePro 25.1 (License 3-6506893 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
57	2/6/2025	TracePro 25.1 (License 3-6918590 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
58	2/6/2025	TracePro 25.1 (License 3-6918591 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
59	2/6/2025	TracePro 25.1 (License 3-744096 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
60	5/7/2025	TracePro 25.2 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	

Charge	Transaction Date	Item	ECCN	Destination	Violation	Value
61	5/7/2025	TracePro 25.2 (License 3-6918590 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
62	5/7/2025	TracePro 25.2 (License 3-6918591 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
63	5/7/2025	TracePro 25.2 (License 3-744096 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
64	8/12/2025	TracePro 25.3 (License 3-5132837 Automatic Software Update)	EAR99	Huawei Japan	§ 764.2(a)	
65	8/12/2025	TracePro 25.3 (License 3-744096 Automatic Software Update)	EAR99	Sicarrier	§ 764.2(a)	
66	11/22/2023	TracePro 23.4 (License 3-6506876 Initial Purchase)	EAR99	SMSEL	§ 764.2(a)	\$1,400.00