

Terms and Conditions – Patent Landscape Analyzer

1. Agreement

- a. **This Agreement: Proposals and Addenda.** The terms set out below of this Patent Landscape Analyzer Agreement (hereinafter, the “Agreement”) are made pursuant to, and incorporated into, a written proposal that sets out certain additional business terms as agreed to in writing by the parties (the “Proposal”). From time to time, the parties may amend the terms below as well as any terms set forth in an applicable Proposal, provided that such amendments are agreed to in advance and in writing (each such amendment, an “Addendum”); no other amendments shall be permitted. Together, the terms below, the terms of the Proposal, and the Addenda, if any, shall form the Agreement. To the extent of any conflict or consistency therebetween, the conflict or consistency shall be resolved by adopting the terms of the constituent documents in this order, as applicable: (1) Addenda, if any; then (2) the Proposal; and (3) the terms below.
- b. **Parties and Acceptance.** This Agreement is entered into between you, if an individual acting on your own behalf, else the organization on whose behalf, and with whose authority, you are acting (the “Customer”) and TechInsights Inc. (“TechInsights”). You agree to enter into and be bound by the terms of this Agreement upon: (1) executing any Proposal referencing and/or incorporating these terms; (2) specifically accepting these Terms; or (3) downloading, accessing, or using the Software.
- c. **Technology Verticals.** Subject at all times to the terms and conditions hereof, this Agreement permits your Authorized Users (see definition thereof below) to view, in annual subscription periods, analysis relating to the technology categories that are specified in the Proposal and applicable Addenda (the “Technology Verticals”). The Technology Verticals are aligned with technology verticals in which TechInsights has expertise or experience (e.g. Image Sensor, Logic, Memory, Power, RF, etc.), and which are in any case determined by TechInsights in its sole discretion.

2. Proprietary Rights

- a. **Software.** The software, and documentation therefor, is provided to, and/or is accessible by, you (“Customer”), by TechInsights Inc. (“TechInsights”) in accordance with the terms of this Agreement, whether accessed via an open or closed network, executed or hosted locally or remotely, or is provided as a copy on disk or via any other conduit or media or in any other form (collectively, the “Software”).
- b. **Content.** In addition to other functionality, the Software makes available certain content and user and third-party data collected thereby (all or any of which is referred to herein as “Content”) by making it accessible for viewing on screen on a Customer-controlled computing device. No Content made available by the Software is transferred or sold to you by TechInsights. Content comprises any and all information or subject matter accessed via or obtained from the Software, and may include but is not limited to information obtained by TechInsights from publicly available patent or intellectual property information, market analysis, analysis of parts procured, samples prepared, images captured, schematic diagrams produced, test results documented of semiconductor or electronics circuits, processes, or systems, or products torn down, including User Input Data (as defined below).
- c. **User Input Data.** The Software may also accept user input information relating to technical or publicly available patent related information, but which does not include any personal information or client confidential or proprietary information (hereinafter “User Input Data”). Customer hereby transfers to TechInsights all right, title, and interest in any User Input Data that Customer may have or enjoy, if any, and waives any moral rights Customer, or its Authorized Users, may enjoy therein.
- d. **License.** This Agreement provides a limited license only, the specific terms of which are defined in more detail below in Section 3, to: (i) access and/or use the Software, and to access and view the Content (the “License”). Your License hereunder requires your compliance with this Agreement and your breach of any terms or obligations hereunder shall result in the automatic revocation thereof.
- e. **Reservation of Rights.** All right, title, and interest in and to all of the Software, Content, and User Input Data is retained by TechInsights, and TechInsights reserves all of its rights, subject to this Agreement. For clarity, all copyright, proprietary, and other intellectual property rights to the Software and the Content is reserved by, and will remain with, TechInsights, subject to any licenses granted hereunder.

3. Terms of Access & Use

- a. Customer shall be permitted to use the Software and Content subject to this Agreement and all of the following conditions, with which compliance by Customer is Customer’s responsibility and failure to comply shall result in a material breach of this Agreement and immediate without-notice revocation of the License (but not Customer’s payment obligations as set forth in Section 6.b.):

- i. The License provides VIEW ONLY rights to the permitted content groups as specified in the Proposal or applicable Addenda. No copying, screenshot acquisition, downloading, distribution, or preparation of derivative works of the Software or any Content is permitted. No rights other than those explicitly granted herein are permitted.
- ii. The License, and the permissions granted hereunder, may only be exercised by individuals that meet the following criteria (such persons being referred to hereinafter as “Authorized Users”): (i) they have been authorized by TechInsights to use the Software and Content under this Agreement; (ii) they have been supplied with a unique user account by TechInsights, as may be specified in a Proposal or Addendum, which may not be shared with any other user; and (iii) they are employees, contractors, or other representatives of Customer who are bound by obligations of confidentiality, non-use, and non-publication in respect of any Content.
- iii. The maximum number of Authorized Users is that set out in the Proposal, or in an Addendum, if any. Customer may request new Authorized Users, or substitute a previously unauthorized user for an Authorized User, provided that the number of Authorized Users does not exceed the maximum permitted as set out in this Agreement and provided that, in the case of new or substituted unique user accounts only, Customer creates a new designated username and password for each newly designated Authorized User.
- iv. Customer must only use the Software and the Content in the way it is designed and intended to be used and specifically must not attempt to download or acquire Software or Content, and may not in any case attempt to modify, reverse engineer, disassemble, or decompile the Software, or use the Content to do so, including source or machine code thereof.

4. Export Control and Sanctions Compliance

- a. Customer acknowledges that the information, data, technology, software, products, and/or services obtained from TechInsights may be subject to the export control and economic sanctions laws and regulation of the United States, European Union, Canada, and other relevant jurisdictions (the “**Export Control and Sanctions Laws**”). By accessing or downloading TechInsights information, data, technology, software, products, and/or services you certify that you and your organization are eligible to receive such items under applicable Export Control and Sanctions Laws, will not use such items in breach of or contrary to Export Control and Sanctions Laws, and further, that you and your organization are not: (i) located, resident, operating or organized in a country or territory subject to, or whose government is subject to, comprehensive U.S. sanctions (currently including Cuba, Crimea Region of Ukraine, Iran, North Korea, or Syria) (“**Sanctioned Territory**”); (ii) identified on any list of restricted parties targeted under U.S., EU, Canadian, or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control’s List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce’s Entity or Denied Persons Lists, the EU Consolidated list of persons, groups and entities subject to EU financial sanctions, or the Consolidated Canadian Autonomous Sanctions List; or (iv) owned or controlled by, or acting on behalf of, or at the direction of, any of the foregoing.
- b. Customer may not export, re-export, transfer, retransfer, sell, supply, or allow access to or use of the information, data, technology, software, products, and/or services obtained from TechInsights to any prohibited or unauthorized parties or in breach of Export Control and Sanctions Laws, or in any way that would expose any person to the risk of any adverse measures pursuant to any Export Control and Sanctions law. Diversion contrary to U.S. law is prohibited.

5. Term and Termination

- a. **Term.** The term of this Agreement shall start as of the later of: (i) the Start Date set forth in the Proposal; or (ii) the date the annual subscription fee is received, subject to any payment terms thereof set forth in the Proposal; and end one year after the Start Date set forth in the Proposal, unless prior thereto renewed in accordance with the terms below, in which case the end date shall be extended for an additional one year thereafter. Such term shall be referred to herein as the “Term”.
- b. **Termination**
 - i. **Convenience.** Either party may cancel a subscription during the Term by giving the other party not less than thirty (30) days' prior written notice.
 - ii. **Upon Breach.** TechInsights may cancel this Agreement, with immediate effect upon written notice to Customer, if Customer has not cured a material breach of a material provision of this Agreement, including non-payment of invoiced amounts due.
 - iii. **Violation of Export Control and Sanctions Laws.** TechInsights may immediately terminate any subscription when, in TechInsights’ reasonable judgment, TechInsights determines that Customer has, in its use of TechInsights’ information, data, technology, software, products, and/or services,

breached Section 4 of this Agreement, and/or violated, or exposed TechInsights to the risk of penalties under, any applicable Export Control and Sanctions Laws. TechInsights will not have any liability to Customer, and Customer will not be entitled to any total or partial refund, for any termination of the Agreement in these circumstances.

- iv. **Insolvency Event.** TechInsights may cancel this Agreement, with immediate effect, if: (i) Customer ceases to (or is unable to) pay its creditors in the ordinary course of business, or announces its intention to do so; (ii) a receiver, trustee in bankruptcy, receiver and manager, administrator, liquidator or similar officer is appointed to the Customer or any of its assets; (iii) the Customer enters into, or resolves to enter into, a scheme of arrangement, compromise or composition with any class of creditors; (iv) a resolution is passed or an application to a court is taken for the winding up, dissolution, official management or administration of the Customer; (v) anything having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or (vi) TechInsights makes an assignment or attempted assignment for the benefit of its creditors.
- c. **Fees Payable in Advance.** Subject to the Proposal, and all fees shall be payable by Customer in advance, regardless of whether Customer accesses, uses or cancels the Service during the Term, or TechInsights cancels the Agreement under Sections 5.b.ii or 5.b.iii, or otherwise suspends any right of access or grant of license in favour of Customer granted hereunder due to a material breach of this Agreement by Customer.
- d. **Renewal.** This Agreement shall renew for additional one-year extensions upon payment of the Annual Subscription Fee prior to the end of the expiry of the Term. Subject to the Proposal or any applicable Addenda, this Agreement shall not be renewed or extended prior to receipt of all fees payable by TechInsights prior to the end of any Term.
- e. **Removal of Software and Content.** Upon termination of this Agreement for any reason, Customer shall promptly remove or delete all Software and Content in its possession.

6. Fees, Invoicing, and Payment Terms

- a. **Subscription Fee.** Subject to the Proposal and any applicable Addendum, an annual subscription fee, in an amount set forth in the Proposal, shall be payable in advance in respect of each annual period of the Term (the "Annual Fee").
- b. **Activation Fee.** An activation fee, in the amount of 50% of the Annual Fee, shall be payable to activate the subscription, including after any lapse or termination of the Agreement (the "Activation Fee"). The Activation Fee shall be waived by TechInsights for the first year of the Term.
- c. **Adding Verticals and Additional Authorized Users.** The Proposal and, if applicable, any Addenda, sets forth the Technology Verticals that you are permitted to access via the Software and from which you may view or provide Content. In respect of any annual period beginning on the Start Date or from the anniversary date thereof, *or any portion of such annual period*, subject to the Proposal and, if applicable, any Addenda, you may:
 - i. add additional Technology Verticals by paying the following additional fee in respect of the current annual subscription period: \$15,000
 - ii. increase by one the maximum number of Authorized Users: \$5,000.
- d. **Non-Refundable.** All fees hereunder are non-refundable and shall not be pro-rated for any shorter annual period to which they apply due to late payment or other payment after the beginning of the applicable annual period or early termination (except for termination by TechInsights pursuant to Section 5.b.i. or 8.e).
- e. **Currency:** All amounts, unless specifically stated otherwise, shall be in US dollars.
- f. **Invoicing and Payment Terms.** Invoicing will be annual in advance unless otherwise provided for in this Agreement. : Payment terms will be as per invoice, unless otherwise noted. Interest will be charged on all overdue accounts at 1.5% per month (18% per annum) in US dollars.
- g. **Prices, taxes, etc.:** If any tax, public, duty or tariff, or increase therein, is or shall be assessed or imposed on TechInsights, on the goods or services on any sale, delivery or other action taken hereunder, each such charge shall be identified as a separated line item by TechInsights in the applicable invoice and shall be paid by Customer in addition to any price quoted by TechInsights.

7. Warranties and Limitation of Liability

- a. NEITHER THE SOFTWARE NOR THE CONTENT IS INTENDED FOR USE IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO ECONOMIC LOSS, DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. USE OF THE SOFTWARE IS INTENDED TO PROVIDE GENERAL INFORMATION AND TRENDS THAT CUSTOMER SHOULD ONLY USE IN CONJUNCTION WITH IT PROFESSIONAL SKILL AND JUDGEMENT IN MAKING ANY DECISIONS OR TAKING ANY ACTION OR INACTION.
- b. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE SOFTWARE OR CONTENT IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED

BY APPLICABLE LAW, THE SOFTWARE AND CONTENT IS PROVIDED “AS IS”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TECHINSIGHTS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE OR CONTENT, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TECHINSIGHTS DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER’S ENJOYMENT OF THE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET REQUIREMENTS, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, THAT CONTENT WILL BE AVAILABLE AT ALL TIMES OR UPON DEMAND (INCLUDING BECAUSE TECHINSIGHTS DETERMINES IN ITS SOLE DISCRETION THAT SPECIFIC CONTENT SHALL BE MOVED TO ANOTHER TECHNOLOGY VERTICAL), OR THAT DEFECTS IN THE SOFTWARE OR CONTENT WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TECHINSIGHTS SHALL CREATE A WARRANTY. SHOULD THE SOFTWARE PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

- c. CUSTOMER ACKNOWLEDGES THAT CONTENT MAY COMPRISE FORWARD LOOKING PROJECTIONS, SUBJECTIVE ANALYSES, GENERALIZED CONCLUSIONS, AND ANALYSIS OF COMPLEX SUBJECT MATTER SUBJECT. WHILE TECHINSIGHTS TAKES COMMERCIALY REASONABLE MEASURES TO ENSURE THAT ITS ANALYSIS WORK IS CARRIED OUT TO A HIGH STANDARD AND SEEKS TO PRESENT COMPLETE AND ACCURATE INFORMATION, IT IS NOT POSSIBLE TO GUARANTEE ABSOLUTE COMPLETENESS OR ACCURACY OF THAT INFORMATION, AND ACCORDINGLY, TECHINSIGHTS MAKES NO REPRESENTATION OR WARRANTY ABOUT ANY CONTENT. CUSTOMER ACKNOWLEDGES THE ABSENCE OF ANY REPRESENTATION OR WARRANTY OF ANY KIND, AND AGREES TO ACCEPT ALL CONTENT FROM TECHINSIGHTS “AS IS/WHERE IS.”
- d. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TECHINSIGHTS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, ECONOMIC, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER’S USE OR INABILITY TO USE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF TECHINSIGHTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TECHINSIGHTS’S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL DAMAGES (EXCEPT TO THE EXTENT SUCH LIMIT MAY NOT COMPLY WITH APPLICABLE LAW) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8. General Terms

- a. **Entire Agreement.** The terms and conditions outlined in this Agreement supersede any and all prior understandings and agreements, whether written or oral, between TechInsights and Customer, save that any Non-Disclosure Agreement in effect therebetween shall remain in effect with regard to the subject matter of that agreement.
- b. **Amendment.** These terms and conditions cannot be modified or amended by any other or subsequent document or agreement, unless a written agreement or Addendum referencing this Agreement is provided and signed by an authorized representative from both TechInsights and Customer.
- c. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, or if it cannot be so modified, severed for the purposes of addressing the matter that is contrary to law, and the remaining provisions of this Agreement shall remain in effect and the severed provision shall be restored to the extent it may be restored without remaining contrary to law.
- d. **No Assignment.** This Agreement shall not be assigned by Customer without the other party’s prior written consent. TechInsights may assign this Agreement without notice to or consent from Customer, whether such assignment is the result of a change of control of TechInsights or otherwise.
- e. **Force Majeure.** TechInsights shall not be liable for any loss or damage arising, directly or indirectly, through or as a consequence of, or any delay in the fulfillment of or failure to fulfill an order for any cause beyond TechInsights’ reasonable control including, without limitation, any act of God, government regulation or order, inability to obtain from or curtailment of TechInsights’ then existing sources of supply of energy, raw materials, or components, water shortage, explosion, fire, flood, civil commotion, terrorist act, war (whether or not declared), inability to obtain labor, lockout, strike, or other labor trouble. In any such event, TechInsights may terminate this Agreement in whole or in part, or delay performance thereunder, and shall give Customer notice of such election. Customer agrees to pay TechInsights for services rendered to up to and including the date of notice of such election, pro rata for the expired Term of this Agreement to the date of such notice.

- f. **Choice of Law and Dispute Jurisdiction.** The parties hereby consent and agree that the construction, interpretation and enforcement of this Agreement shall be governed by the laws of the Province of Ontario, Canada, and further consent and agree that the courts of the Province of Ontario shall have exclusive jurisdiction over any claim or dispute arising under or related to this Agreement, and each party consents to the personal jurisdiction and venue therein.
- g. **Counterparts.** This Agreement may be signed in counterparts.
- h. **Notices.** Notices under this Agreement shall be in writing and shall be addressed to the Legal Department of the relevant party.