

Terms and Conditions – Subscription Products

1. Proprietary Rights

Under this Agreement TechInsights Inc., or a subsidiary or affiliate of TechInsights Inc., (collectively “TechInsights”) provides Company (including affiliates of Company, meaning entities under common control with Company) with the Service as more fully described in this Agreement and the Company receives access to the Analysis which is either sent directly to the Company via email or other means, through a TechInsights Group website, or is accessed by Company through TechInsights’ proprietary access portal (collectively, the “Content Access Tool”). The Content Access Tool makes the Analysis and other content available by making it viewable (the “Service”). The content viewed thereby may not be saved or printed, except as permitted below. “Analysis” comprises all technical and business information obtained or generated by TechInsights or a member of the TechInsights Group and/or that is made available via email, through a TechInsights Group website, or the Content Access Tool, and includes but is not limited to information obtained by TechInsights from market analysis, analysis of parts procured, samples prepared, reports that are subscribed to, images captured, schematic diagrams produced, test results documented of semiconductor or electronics circuits, processes or systems, products torn down. Analysis does not include Customer Data (defined below). “Customer Data” means any information or data collected by TechInsights or by the Content Access Tool with regard to Company’s (and an Authorized User’s) use of the Service, including, but not limited to usage patterns, Analysis, sale of reports, images, schematics, tables, accessed or viewed by the Company and the Authorized Users. All copyright, proprietary, and other intellectual property rights to the Content Access Tool, any Analysis, and collected Customer Data will reside with TechInsights and/or the creators thereof. The individual authors of various aspects of the Analysis hold moral rights in the Analysis, which are not waived. TechInsights reserves the right to re-use and re-sell any Analysis. TechInsights warrants that TechInsights shall solely use the Customer Data for the purposes of providing the Services and other support to Company.

2. License, Distribution & Use

TechInsights grants to Company, during the Term (defined below), a non-exclusive, non-transferable, revocable, limited license (without the right to sublicense – except as expressly permitted) to use the Content Access Tool in the manner designed and to use the Analysis in accordance with the following, adherence to ALL of which is the responsibility of Company (the “Usage Clause”):

- a. The Service may only be used by “Authorized Users” which are defined as employees or contractors of the Company authorized by Company to access the Content Access Tool and who have been supplied a user account and password by Company, who are subject to obligations of confidentiality at least as restrictive as those set forth below in Section 5, and if such Authorized User is accessing Analysis through the Content Access Tool, such Authorized User has agreed to the terms of the TechInsights End User License Agreement (the “EULA”) upon first login to the Content Access Tool. Company may substitute a previously unauthorized user for an Authorized User provided that the number of Authorized Users does not exceed the maximum permitted of 25, unless specified as otherwise in writing in this Agreement, or other applicable agreement, and provided that Company changes the designated username and password for each newly designated Authorized User and such newly designated Authorized User agrees to the terms of the EULA.
- b. Company must use the Content Access Tool in the way that the tool is designed to be used and specifically must not modify, reverse engineer, disassemble or decompile or create derivative works based on software programs or data associated with the Content Access Tool or any Analysis;
- c. Company may only access, distribute, copy and reproduce any Analysis as permitted and set out in this Clause 2 and may not use it any way not explicitly provided for herein;
- d. Unless expressly agreed otherwise and documented in the Agreement:
 - i. The license granted hereunder, revocable in accordance with the terms hereof, is a “Right to View” license only and Company and its Authorized Users shall solely be granted permission to view or download the Analysis only except as may be permitted otherwise herein, within the Content Access Tool, or as agreed to otherwise in advance and in writing by TechInsights. For clarity, none of Company nor any of its Authorized Users may save, download, print, copy, distribute, publish, or disclose or make available to any third party any Analysis without TechInsights’ prior written consent, except as permitted hereby.

- ii. Company may use Analysis for internal purposes only. For any use of an Analysis that is an External Purpose, including its use in association with the preparation of claim charts, establishing or confirming infringement, or use in communication of such infringement and/or evidence thereof to any third party, or in any way for intellectual property licensing discussions or litigation, Company must purchase additional “right to use” license rights.
 - iii. Company may make up to three (3) hard copies of subject matter from any given Analysis for a Permitted Purpose, provided that no more than is necessary to achieve the Permitted Purpose is copied at any given time, and any such copies are immediately destroyed thereafter.
 - iv. Unless expressly permitted, Company may not provide access to the Content Access Tool, or to any Analysis, to any person who is not an Authorized User, except that Company may provide access to the Content Access Tool, or to a copy of an Analysis made in accordance with Section 2.d.iii. above, to persons advising Company, who are not adverse to Company, solely for a Permitted Purpose. For greater certainty, the sale, lending, or disclosure to any third party of the Analysis, or any portions thereof, whether or not for financial compensation or tangible or intangible benefit, is deemed not to be for a purpose solely associated with Company’s business and is prohibited absent Company first obtaining written approval of TechInsights.
 - v. Solely to the extent expressly permitted in this Agreement, Company may sublicense to a person advising Company, and who is not adverse to Company, its rights under sub-paragraphs (a) (b) and (c) of this paragraph, provided that such sublicense is for purposes solely associated with Company’s business and that the entity to whom its rights have been sublicensed agrees to be bound by Sections 1, 2, 5, 6, 8.b and 9.b of this Agreement.
 - vi. If Company is acting for the benefit of a third party or third parties, Company shall be required to disclose the identity of such third party or third parties to TechInsights prior to gaining access to the Content Access Tool. Company shall be required to purchase a separate license for each third party for which it is seeking to gain access to the content tool. Following such disclosure, TechInsights may refuse to provide access to the Content Access Tool. If any such third party was a prior customer of TechInsights, TechInsights shall have the right to charge the reactivation fee set forth in Section 3.b. as it would relate to such prior customer.
- e. “External Purposes” includes, but is not limited to, any commercial or business use that requires a disclosure of any Analysis, or portion thereof, to a third party and/or includes any use associated with the preparation of claims charts, comparison of any Technology Analysis to patents or other third party technical information, or use in association with intellectual property licensing discussions or litigation (including pre-litigation), including any disclosure to any third party of any of the foregoing and/or any allegation or confirmation of infringement based on, determined from, or supported by, an Analysis, directly or indirectly, whether or not in respect of any licensing negotiations or litigation (including pre-litigation).

3. Term

- a. The initial term of this Agreement (the “Initial Term”) shall run from the Start Date to the End Date set forth in the Agreement. Unless otherwise set forth in in the Agreement, the Initial Term shall be automatically renewed for additional one-year periods (each a “Renewal Term”), provided however: (i) either party may provide the other party a notice of non-renewal no less than thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable; (ii) TechInsights reserves the right to increase the fees for any Renewal Term on at least sixty (60) days prior notice to Company. The Initial Term together with all Renewal Terms (or portions thereof) is referred to herein as the Term.
- b. TechInsights Analysis have an activation fee, equal to 50% of the annual subscription value, payable upon the initiation of all TechInsights subscriptions. This fee is waived for all new subscription customers and renewals that are completed ahead of the expiration date of the subscription. If a customer’s subscription lapses for any time period, the activation fee is due in order to reinstate the subscription.

4. Analysis Derived from Reverse Engineering and Liability

- a. Company acknowledges that devices and components analyzed by TechInsights are complex and that while TechInsights takes commercially reasonable measures to ensure that its analysis work is carried out to a high standard and seeks to present complete and accurate Analysis information, it is not possible to guarantee absolute completeness or accuracy of that information, and accordingly, TechInsights makes no representation or warranty about its work/written report. Company acknowledges the absence of any representation or warranty of any kind and agrees to accept all deliverables from TechInsights “as is/where is.”

- b. TechInsights undertakes to correct omissions and errors that are identified, including carrying out additional re-work. Company agrees and acknowledges that its obligation to make payment under this agreement is set out in the agreement and in Section 7, below.
- c. In no event shall the amount of TechInsights' liability hereunder, whether as a compensatory payment or the cost of re-work, exceed the aggregate amount payable by Company to TechInsights hereunder, within the 12 months preceding the incident giving rise to a liability.

5. Confidential Information

- a. The Parties agree that all Analysis, as well as information derived therefrom, including comparison to third-party devices or activities, as well as any assessment or determination of infringement of any patent or other intellectual property right based on or derived from an Analysis, including confirmation thereof, shall constitute "Confidential Information".
- b. The Company agrees that it shall not use Confidential Information for any purpose other than to carry out the Permitted Purposes. The Company shall not disclose or permit disclosure of any Confidential Information to third parties or to its employees, other than Authorized Users or persons described in Section 2.d.iv. above, and for whose actions in violation of this Agreement, the Company agrees that it shall remain responsible. The Company agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of the Confidential Information to persons not authorized under this Agreement to have such information. The Company further agrees to notify TechInsights in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information as soon as possible after it becomes aware thereof. Notwithstanding the above, the Company shall not have liability with regard to any Confidential Information to the extent it can prove (a) it was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Company in breach of this Agreement; (b) it was known to the Company at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (c) it is disclosed with the prior written approval of TechInsights; (d) it becomes known to the Company, without restriction, from an independent source, without breach of this Agreement and not in violation of the disclosing party's rights; (f) is disclosed generally to third parties by TechInsights without restrictions similar to those contained in this Agreement; or (g) is disclosed pursuant to an order or requirement of law, regulation, a court or similar governmental body that is not related to an External Purpose, provided that the Company shall provide prompt notice of such court order or requirement to TechInsights to enable TechInsights to seek a protective order or otherwise prevent or restrict such disclosure.
- c. The Company and TechInsights each agree that (a) the terms herein are necessary and reasonable in order to protect TechInsights and its business, (b) due to the unique nature of the Confidential Information, monetary damages would not necessarily, or on their own, be adequate to compensate TechInsights for any breach of this Agreement by the Company, (c) any such violation or threatened violation shall cause irreparable injury to TechInsights, and (d) in addition to any other remedies that may be available, in law, in equity or otherwise, TechInsights shall be entitled to injunctive relief, as well as other equitable relief, against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages or of posting any bond. In addition to any other remedy provided by law or equity, including the above injunctive relief under this Section 5.c., TechInsights may claim, at its sole option, and Company hereby agrees to be liable for, damages in the amount of 1.5X the price the highest reasonable price it would charge to any customer for a given Analysis for each disclosure to a third-party provided access to such given Analysis that resulted from a breach of this Agreement.

6. Export Control and Sanctions Compliance

- a. Company 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 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, Venezuela, 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 (iii) owned or controlled by, or acting on behalf of, or at the direction of, any of the foregoing.

- b. Company 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 Laws. Diversion contrary to U.S. or other laws is prohibited.

7. Invoicing, Payment Terms, and Project Scope and Schedule

- a. Currency: All prices are quoted in US dollars and do not include applicable taxes.
- b. Invoicing: Invoicing will be annual in advanced unless otherwise provided for in this Agreement.
- c. Prices, taxes, etc.: If any tax, public charge, 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 paid by Company and shall be additional to any price quoted by TechInsights.
- d. Terms: Payment terms will be as per invoice, unless otherwise noted. Account payment terms can be confirmed with your TechInsights Sales contact.
- e. Late Payments: Interest will be charged on all overdue accounts at 1.5% per month (18% per annum) in US dollars.

8. Cancellation and Termination

- a. Either party may cancel a subscription during the Term by giving the other party not less than thirty (30) days' prior written notice. TechInsights may cancel this Agreement, with immediate effect upon written notice to Company, if Company breaches a material provision of this Agreement, including non-payment of invoiced amounts due.
- b. TechInsights may immediately terminate this agreement when, in TechInsights' reasonable judgment, TechInsights determines that Company has, in its use of TechInsights' information, data, technology, software, products, and/or services, breached Section 6 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 Company, and Company will not be entitled to any total or partial refund, for any termination of the Agreement in these circumstances.
- c. Company will be charged for all fees due during the Term regardless of whether Company accesses or uses, or cancels the Service during the Term, or whether TechInsights cancels the subscription due to material breach of this Agreement by Company.
- d. Upon termination of the subscription for any reason, Company shall promptly remove or delete all software and data related to the Service from all computer equipment and electronic memories and return all tangible copies of Analysis to TechInsights.

9. Mutual Indemnification

- a. TechInsights shall at its own expense, defend Company in any action, suit or proceeding by a third party alleging that the Service infringes or misappropriates any intellectual property rights of such third party (an "IP Claim") and shall indemnify and hold Company harmless from and against any settlement amounts agreed in writing by TechInsights and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Company by a court or tribunal of competent. As conditions for such defense and indemnification by TechInsights, (i) Company shall notify TechInsights promptly in writing upon becoming aware of any IP Claim; (ii) Company shall give TechInsights sole control of the defense and settlement of IP Claims; (iii) Company shall cooperate fully with TechInsights in the defense or settlement of such IP Claims; and (iv) Company shall not settle any IP Claims without TechInsights' written consent, or compromise the defense of any such IP Claims or make any admissions in respect thereto.
- b. Company shall indemnify, defend and hold harmless TechInsights from and against all liabilities, damages, claims, losses, costs and expenses, including reasonable attorneys' fees, arising, directly or indirectly, out of or in connection with acts or omissions giving rise to a breach of this Agreement or any of the representations or warranties contained herein.

10. Entire Agreement

- a. The terms and conditions outlined in this Agreement supersede any and all prior understandings and agreements, whether written or oral, between TechInsights and Company, save that any Mutual Non-Disclosure Agreement remains in effect with regard to the subject matter of that agreement.
- b. These terms and conditions cannot be modified or amended by any other or subsequent document or agreement, unless a written agreement referencing this Agreement is provided and signed by an authorized representative from both TechInsights and Company.
- c. 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, and the remaining provisions of this agreement shall remain in effect.
- d. This Agreement shall not be assigned by either Company or TechInsights without the other party's prior written consent.

11. 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 Company notice of such election. Company agrees to pay TechInsights for services rendered to up to and including the date of notice of such election, pro rata or the expired Term of the agreement to the date of such notice.

12. Miscellaneous

- a. The parties 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, Canada 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. This Agreement may be signed in counterparts.
- b. Notices under this Agreement shall be in writing and shall be addressed to the Legal Department of the relevant party.