

Terms and Conditions – CircuitVision

1. Proprietary Rights

The software, and documentation therefor, is provided to, and/or is accessible by you (“Customer”), by TechInsights Inc. (“TechInsights”) in accordance with this terms-of-use agreement (hereinafter, the “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, “CircuitVision”). No title in CircuitVision is transferred or sold to Customer by TechInsights; this Agreement provides a right to access and/or use CircuitVision, and, in limited circumstances as set forth in Section 2 a. only, a limited license may be granted. In addition to other functionality, CircuitVision may make content available by (all or any of which is referred to herein as “Content”) (i) making it accessible for viewing on screen on a Customer-controlled computing device; (ii) making it selectable for acquisition by Customer via download or other transmission. CircuitVision may also accept user information and other user input, including through enabling content analysis through proprietary annotation functionality (hereinafter “User Data”). Content comprises any and all information or subject matter accessed via or obtained from CircuitVision, and may include but is not limited to information obtained by TechInsights from market analysis, analysis of parts procured, samples prepared, images captured, schematic diagrams produced, test results documented of semiconductor or electronics circuits, processes, or systems, products torn down. Unless specified otherwise, Content comprises information or data collected from Customer by TechInsights by CircuitVision relating to User Data such as Customer’s use of CircuitVision, including, but not limited to usage patterns and use or access of Content, including in specific reports, images, schematics, tables, etc. by Customer. All copyright, proprietary and intellectual property rights to CircuitVision is reserved by, and will remain with, TechInsights, including all Content which may be subject to one or more TechInsights licenses. You agree and acknowledge that such Content may be subject to such one or more TechInsights licenses.

2. Terms of Access & Use

Customer shall be permitted to use CircuitVision 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 (but not Customer’s payment obligations as set forth in Section 6):

- a. If TechInsights provides Customer with one or more copies of CircuitVision, or portions thereof, TechInsights shall grant to Customer, during the Term, a non-exclusive, non-transferable, revocable, limited license, without the right to sublicense, to use, in the manner designed and intended, and, if required, to download such copy or copies of CircuitVision, however, this limited license granted under this Section 2.a. may be revoked by TechInsights at any time at TechInsights’ sole discretion provided that TechInsights provides Customer with access to CircuitVision that is hosted and/or executed on TechInsights-controlled servers.
- b. CircuitVision shall only be accessed and used by individuals that meet the following criteria (“Authorized Users”): (i) they have been authorized by Customer to use CircuitVision under this Agreement; (ii) they have been supplied with a unique or shared user account by TechInsights, as may be specified in this Agreement; and (iii) they are employees, contractors, or other representatives of Customer who are bound by obligations of confidentiality and non-publication in respect of any Content (“Authorized Users”). Customer may add 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, if any, and provided that, in the case of new or substituted unique user accounts only, Customer changes the designated username and password for each newly designated Authorized User.
- c. Customer must only use CircuitVision in the way it is designed and intended to be used and specifically must not attempt to download or acquire CircuitVision unless provided a copy thereof under Section 2.a. above, and may not in any case attempt to modify, reverse engineer, disassemble, or decompile CircuitVision, including source or machine code thereof, or create derivative works therefrom.
- d. Customer may not distribute, copy or reproduce CircuitVision, except as specifically permitted and set out in this Section 2, and may not use it anyway not explicitly stated in this Section 2.
- e. Unless expressly agreed otherwise and documented in this Agreement, Content that is accessed or acquired via CircuitVision by Customer may be subject to other one or more TechInsights licenses and Customer agrees that, to the extent that such license applies, compliance with such other licenses is a material term of this Agreement.
- f. No license or grant of any right, title, or interest in CircuitVision or Content (including User Data), or any intellectual property right associated therewith or derived therefrom, is granted hereunder, including to any right to use the term CircuitVision or other trademarks owned or licensed by TechInsights, in respect of all of which all rights are hereby reserved. The term “CircuitVision” is a registered trademark of TechInsights. Customer hereby transfers to TechInsights all right, title,

and interest in any User Data that Customer may have or enjoy, and waives any moral rights Customer, or its Authorized Users, may enjoy therein.

3. 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, operating, resident, 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, 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 Laws. Diversion contrary to U.S. or other laws is prohibited.

4. Term

The initial term of this Agreement (the "Initial Term") shall run from the Start Date to the End Date set forth in this Agreement.

5. Warranties and Limitation of Liability

- a. CIRCUITVISION IS NOT INTENDED FOR USE IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD TO ECONOMIC LOSS, DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
- b. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF CIRCUITVISION 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, CIRCUITVISION IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND TECHINSIGHTS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO CIRCUITVISION, 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 CIRCUITVISION, THAT THE FUNCTIONS CONTAINED IN CIRCUITVISION WILL MEET REQUIREMENTS, THAT THE OPERATION OF CIRCUITVISION WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN CIRCUITVISION WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TECHINSIGHTS SHALL CREATE A WARRANTY. SHOULD CIRCUITVISION PROVE DEFECTIVE, CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.
- c. CUSTOMER ACKNOWLEDGES THAT CONTENT MAY COMPRISE COMPLEX SUBJECT MATTER AND THAT, 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 DELIVERABLES 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 CIRCUITVISION, 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.

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

- a. Subscription Fee: Unless agreed otherwise in writing by TechInsights and Customer, a subscription fee shall be payable in advance in respect of the Initial Term and each Renewal Term.
- b. Currency: All prices do not include applicable taxes.
- c. Invoicing: Invoicing will be annual in advanced unless otherwise provided for in this Agreement.
- d. 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 Customer and shall be additional to any price quoted by TechInsights.

- e. Terms: Payment terms will be as per invoice, unless otherwise noted. Account payment terms can be confirmed with your TechInsights Sales contact.
- f. Late Payments: All use rights, and, if applicable, licenses, granted hereunder shall be revoked without notice upon a failure to pay and any continued use of CircuitVision, or any other act or omission of Customer that is permitted by this Agreement, shall be in violation of this Agreement and/or other applicable intellectual property rights and laws.

7. 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 Customer, if Customer breaches a material provision of this Agreement, including non-payment of invoiced amounts due.
- b. 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 3 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.
- c. Customer will be charged for all fees due during the Term, and all fees shall be payable by Customer, regardless of whether Customer accesses, uses or cancels the Service during the Term, or TechInsights cancels the subscription, or otherwise suspends any right of access or grant of license in favour of Customer granted hereunder, due to material breach of this Agreement by Customer.
- d. Upon termination of the subscription for any reason, Customer 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 Technology Analysis to TechInsights.
- e. Licensee may terminate this agreement, upon notification to TechInsights within 60 days of software activation. TechInsights will issue a credit invoice for the remaining twelve (12) months of the agreement to licensee.

8. 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 Customer, save that any Non-Disclosure Agreement in effect therebetween shall remain in effect with regard to the subject matter of that agreement.
- b. These terms and conditions in this Agreement 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 Customer.
- 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, or if it cannot be so modified, severed, and the remaining provisions of this Agreement shall remain in effect.
- d. This Agreement shall not be assigned by Customer without the other party's prior written consent. To the extent that an assignment results as a result of a change of control of TechInsights, TechInsights may assign this Agreement without notice to or consent from Customer.

9. 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.

10. 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 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. 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.