

Terms and Conditions – Content Licensing

1. Proprietary Rights

Under this Agreement, in consideration of the fees payable by Company to TechInsights in accordance with Section 7 below, TechInsights provides Company (including affiliates of Company, meaning entities under control of Company) with the Service as more fully described in this Agreement. “Service” means providing the Company access to Technology Analyses by, at TechInsights’ sole discretion, one or both of the following: (i) the Content Access Tool, which is the TechInsights exclusive platform for viewing, accessing, or requesting copies of Technology Analyses, and (ii) other transmission means approved by TechInsights. The Content Access Tool, when used to provide the Services, makes content available by making it viewable, on screen, or, in some cases, available by download, which may not be saved or printed, unless explicitly permitted by the Company’s license permissions. Technology Analyses comprise reports made available by TechInsights by the Service in accordance with this Agreement, and includes information obtained or generated by TechInsights such as market analyses, analyses of parts procured, samples prepared, images captured, schematic diagrams produced, test results documented of semiconductor or electronics circuits, processes, or systems, products torn down. Customer Data, which means any non-personal information or data collected by TechInsights or by the Content Access Tool with regard to Company’s use of the Service, including, but not limited to usage patterns, Technology Analysis accessed or viewed by Company, sale of reports, images, schematics, tables, etc. to Company, and includes any aggregated, anonymized, modified, or combined data collected from Company and/or other customers, is the property of TechInsights. All proprietary and intellectual property rights in and to the Content Access Tool, Technology Analyses (including extracts and Derivative Works thereof, but excluding materials prepared by Company’s legal counsel to evaluate, analyze, prepare, assert, or respond to potential or actual claims or defenses on behalf of Company), and Customer Data will reside with and are reserved by TechInsights and its licensors, including the moral rights of the individual authors of any Technology Analysis, which are not waived. TechInsights reserves the right to re-use and re-sell any Technology Analysis.

2. License, Distribution & Use: Technology Analysis

TechInsights agrees to grant and hereby grants to Company a fully-paid, non-exclusive, non-transferable (except as specified in this Section 2), worldwide, perpetual, irrevocable, limited license to download, save, print, or otherwise reproduce and retain the Technology Analysis or any substantial part thereof in any material form whatever, subject to all of the conditions set forth below in this Section 2:

- a. Company may freely distribute, copy and reproduce the Technology Analysis within Company for any purpose whatsoever, and Company’s legal counsel may freely distribute, copy and reproduce the Technology Analysis to evaluate, analyze, prepare, assert, or respond to potential or actual claims or defenses on behalf of Company;
- b. Company may distribute copy and reproduce the Technology Analysis outside of Company for purposes solely associated with assertion and/or monetization of Company’s intellectual property rights and/or Company’s defense against the assertion and/or monetization of intellectual property rights by others, including, but not limited to, patent licensing, including negotiations, Claim Chart development and assertion, infringement or validity analysis, valuation, litigation and patent sales or purchases. For greater certainty, the mere sale, lending or disclosure by Company of the Technology Analysis, whether 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;
- c. Company may sublicense to others its rights under sub-paragraphs (a) and (b) 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 each of the provision of this paragraph;
- d. All copies and reproductions of the Technology Analysis, derivatives (excluding materials prepared by Company’s legal counsel to evaluate, analyze, prepare, assert, or respond to potential or actual claims or defenses on behalf of Company) or extractions thereof, or any substantial part thereof, must bear on their face, or be inextricably linked with an indication that the Technology Analysis was prepared by and that copyright is held by TechInsights;
- e. All extracts taken from the Technology Analysis must continue to have the meaning that would be ordinarily attributed to it within the context of the original Technology Analysis.

3. License & Use: Content Analysis Tool

When available, TechInsights also grants to Company 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 the Technology Analyses accessed via the Service, subject to all of the following conditions, adherence to which is the responsibility of Company.

- a. Technology Analyses may only be accessed via the Service by the following individuals (referred to herein as “Authorized Users”): individuals authorized by Company pursuant to this Agreement that (i) have been supplied a user account and password by TechInsights, or who are the direct recipients of Technology Analyses provided by other transmission means; AND (ii) are employees, Trusted Agents, or Authorized Contractors of the Company (“Internal Company Users”). Company may substitute a previously unauthorized user for an Authorized User upon written request to TechInsights and provided that, in the case of access provided via the Content Access Tool, Company changes the designated username and password for each newly designated Authorized User, and in the case of Technology Analysis provided by other transmission means, control of such Technology Analyses is transferred to the newly designated Authorized User. Trusted Agents mean individuals providing trusted legal, financial, or accounting advice to Company who are not adverse to Company, for purposes solely associated with Company’s internal business operations, and who have been expressly permitted by TechInsights as such. Authorized Contractors means contractors of the Company that are under written obligations of confidentiality and non-reuse with respect to any Technology Analysis accessed by the Company hereunder, and that the Company remains responsible and liable for any act or omission by such contractor as if committed or omitted by Company, including those that would constitute a breach of this Agreement if committed or omitted by the Company.
- b. Company may only access Technology Analyses via the Services as determined solely by TechInsights.
- c. 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 and technology Analysis, except in accordance with the terms of this Agreement.
- d. Company acknowledges that the Content Access Tool, as well as the Technology Analyses, are protected using digital rights management tools and Technology protection measures, and that breaching such tools and measures would be a material breach of this Agreement as well as violation of US, Canadian, and other copyright laws.
- e. TechInsights reserves the right to provide a Technology Analysis to Company in any manner it chooses, including any Technology Analysis that was previously made available through the Content Access Tool or other transmission means. In the event that the Content Access Tool, or any report previously obtained by Company therefrom, becomes unavailable to Company, TechInsights shall provide a digital copy to Company of any previously licensed Technology Analyses, which may be stored and retained by Company, subject to the conditions described in Sections 2.a. to 2.e., inclusively.
- f. TechInsights anticipates the Technology Analyses being available in the Content Access Tool within two months of the date that the Agreement is signed.

4. Liability and Indemnities

- 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 Technology 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. SUBJECT TO SECTION 4.C. BELOW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR AMOUNTS REPRESENTING INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF BUSINESS, OF THE OTHER PARTY ARISING FROM THE PERFORMANCE OR BREACH OF ANY TERMS OF THESE TERMS AND CONDITIONS. SUBJECT TO SECTION 4.C., NEITHER PARTY, NOR ITS AFFILIATES, ITS SUPPLIERS, ITS LICENSORS, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF ANY OF THEM (THE “PROTECTED PARTIES”) WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO TECHINSIGHTS BY COMPANY DURING THE TWELVE MONTH PERIOD PRIOR TO DATE OF THE FIRST EVENT GIVING RISE TO ANY SUCH DAMAGE OR CLAIM.
- c. Company acknowledges that any breach of the licensing conditions set forth in Sections 2, 3, 5, 6 or 7 hereof, shall immediately, as of the date of the earliest such breach, result in termination of this Agreement and revocation of the license permissions granted to Company hereunder in respect of any Technology Analysis, Services, and/or the Content Analysis

Tool. All rights are reserved by TechInsights, including under all applicable Copyright laws. Company acknowledges that a breach of Section 2 or 3 would cause irreparable injury for which monetary damages would not necessarily be an adequate remedy, and that notwithstanding any other provision of this Agreement, TechInsights shall be entitled to equitable relief therefor in any court of competent jurisdiction, and that Company shall indemnify TechInsights for any losses, claims, and expenses in seeking and enforcing such relief and/or calculable economic losses resulting from such a breach.

5. 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, operating, resident, or organized in a country or territory subject to, or whose government is 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.
- c. 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 5 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.

6. Anti-Bribery

None of the Company or any of its Affiliates or any of their respective directors, officers, employees or, agents or any other person acting on their behalf has, directly or indirectly, made any bribes, rebates, payoffs, influence payments, kickbacks, illegal payments, illegal political contributions, or other payments, in the form of cash, gifts, or otherwise, or taken any other action, in violation of the Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 or any other anti-bribery or anti-corruption Law (collectively, the “Anti-Bribery Laws”). Neither the Company nor any of its Affiliates is or has been the subject of any investigation or inquiry by any Governmental Body with respect to potential violations of Anti-Bribery Laws.

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

- a. Currency: As defined in the Agreement above, except that all prices do not include applicable taxes.
- b. Invoicing: Company shall be invoiced for a one time payment in the amount set forth in the proposal.
- 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: Unless otherwise noted, payment terms Net 30.
- e. Late Payments: Interest will be charged on all overdue accounts at 1.5% per month (18% per annum).

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 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 Company without TechInsights' prior written consent, which shall not be unreasonably withheld.

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.

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 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. 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.