

# Terms and Conditions – TechInsights for Academia

## 1. Proprietary Rights

Under this Agreement TechInsights provides Institution (including those affiliates of Institutions that have been listed in this Agreement) with the Service as more fully described in this Agreement. “Service” means providing to Institution access to Technical Analysis by sending copies thereof directly to the Institution via a TechInsights email account, or through a TechInsights’ proprietary access portal (collectively, the “Content Access Tool”). The Content Access Tool may make Technical Analysis and other content available by making it viewable, which content viewed thereby may not be saved or printed, except as permitted below. “Technical Analysis” comprises all technical and business information obtained or generated by TechInsights and/or that is made available via the Content Access Tool, and includes 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, except that it 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 Institution’s use of the Service, including, but not limited to usage patterns, Technical Analysis accessed or viewed by Institution, sale of reports, images, schematics, tables, etc. to Institution. All copyright, proprietary, and other intellectual property rights to the Content Access Tool, any Technical Analysis, and collected Customer Data will reside with TechInsights and/or the creators thereof. The individual authors of various aspects of the Technical Analysis hold moral rights in the Technical Analysis, which are not waived. TechInsights reserves the right to re-use and re-sell any Technical Analysis. TechInsights warrants that TechInsights shall solely use the Customer Data for the purposes of providing the Services and other support to Institution.

## 2. License, Distribution & Use

TechInsights grants to Institution, 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 Technical Analysis, in accordance with the following, adherence to ALL of which is the responsibility of Institution (the “Usage Clause”):

- a. The Content Access Tool may only be used by “Authorized Users” which are defined as employees or contractors of the Institution authorized by Institution to access the Content Access Tool and who have been supplied a user account and password by Institution, and who are subject to obligations of confidentiality and non-disclosure in respect of Technical Analyses at least as restrictive as those set forth below in Section 5. Institution may substitute a previously unauthorized user for an Authorized User provided that the number of Authorized Users does not exceed the maximum number permitted in writing in this Agreement, and provided that Institution changes the designated username and password for each newly designated Authorized User.
- b. Institution 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 Technical Analysis, except as permitted hereby, or otherwise access or procure a Technical Analysis by any means other than the Content Access Tool.
- c. TechInsights holds all copyright and other intellectual property rights in all Technical Analyses, and the individual authors of various aspects of the Technical Analysis may hold moral rights therein. Except as explicitly permitted hereby, TechInsights reserves all other rights in such copyright and other intellectual property rights.
- d. Academic License: TechInsights hereby grants a non-exclusive, worldwide, royalty-free, revocable license to Institution, without any right, except as specifically provided herein, to transfer or sublicense, to use any Technical Analyses, accessed via the Content Access Tool in accordance with this Agreement, solely for Academic Purposes, and subject at all time to the following rights and conditions (the “Academic License”):
  - i. Authorized Users may access, copy, and use Technical Analyses, and extracts thereof, that are obtained via the Content Access Tool for Academic Purposes only. Except as permitted hereunder, Authorized Users may not disclose any Technical Analysis, or copy or extract thereof, to any person who is not an Authorized User.
  - ii. “Academic Purposes” means non-commercial technical analysis and review of any chip, device, system, or other subject matter covered by a TechInsights Technical Analysis, for any academic purposes, such purposes including teaching and research purposes, provided that no information from the technical analysis and review is used in any way which results in the information being shared with or disclosed to individuals who are not Authorized Users, except as permitted. For clarity, any use that includes any of the following may never be an Academic Purpose: (i) any transfer, disclosure, sale, or lease of any Technical Analysis, or access thereto, to any third party for any consideration or other commercial benefit; or (ii) any use associated with the preparation of claim charts, or with identifying or confirming infringement, non-infringement, validity, invalidity, or scope

of any intellectual property rights; (iii) includes the communication of evidence of infringement, non-infringement, validity, invalidity, or claim scope to any third party; or (iv) is associated in any way with intellectual property assertion, licensing, or litigation.

- iii. All copies and reproductions of the Technical Analysis or extracts, or any substantial part thereof, must indicate the source of such subject matter, bear on their face, or be inextricably linked with an indication that the Technical Analysis or extract thereof was prepared by TechInsights, that copyright is held by TechInsights, and include the following statement “Copyright © 2021: All rights reserved. All Data and Content licensed for academic purposes only.”
  - iv. All extracts taken from the Technical Analysis must continue to have the meaning that would be ordinarily attributed to it within the context of the original Technical Analysis.
  - v. Institution agrees that, notwithstanding any rights granted hereunder, it will take all reasonable steps, at its own expense, to seek a protective order, or similar, that seeks to prevent or minimize any public disclosure, in respect of any Technical Analysis that is or may be used in any litigation or other court or other dispute resolution process of which the Institution is involved.
  - vi. Solely to the extent that Institution has made a request in accordance with Section 2.e. hereinbelow, and such request has been granted in advance and in writing by TechInsights, which may be denied by TechInsights at its sole discretion for any or no reason, an Authorized User may make Permitted Academic Disclosures.
  - vii. “Permitted Academic Disclosures” means any disclosures of Technical Analysis for academic purposes, such purposes including teaching and research, which would require or would result in a disclosure of any Technical Analysis, or portion thereof, to one or more third parties who are not Authorized Users including, but not limited to, in the context of a teaching lecture, an academic publication, or a thesis publication or presentation.
  - viii. Except for Permitted Academic Disclosures, Institution must delete or return all Technical Analyses that have been obtained under an Academic License at the end of the Term.
- e. A request to use any Technical Analysis for Permitted Academic Disclosures must: (i) provide the specific report name and number and sufficient detail for TechInsights to clearly identify what subject matter will be used by the requestor in association with the proposed disclosure; (ii) identify the specific use intended by the requestor (e.g. lecture, thesis, etc.); and (iii) if a link to subject matter via the Content Access Tool is insufficient for each specific use, and a copy or reproduction of an extract of a Technical Analysis must be used in association with the proposed disclosure, provide reasoning to TechInsights’ satisfaction as to why such a copy or reproduction is required.

### 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 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 Institution. The Initial Term together with all Renewal Terms (or portions thereof) is referred to herein as the Term.
- b. TechInsights subscription products 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 subscriptions and renewals that are completed ahead of the expiration date of the subscription. If the subscription lapses for any time period, the activation fee is due to reinstate the subscription.

### 4. Technical Analysis Derived from Reverse Engineering and Liability

- a. Institution 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 Technical 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. Institution 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 may undertake to, but makes no guarantee or representation that it shall, correct material omissions and errors that are identified, including carrying out additional re-work. Institution acknowledges that the Services are provided at no cost and therefore any correction and/or support to Content Access Tool or in respect of any Technical Analysis, may or may not be available, and in any case, at TechInsights’ sole discretion.

- c. TechInsights shall have no liability hereunder whatsoever to Institution, whether as a compensatory payment or through the cost of re-work.

## **5. Confidential Information**

- a. The Parties agree that all Technical 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 a Technical Analysis, including confirmation thereof, shall constitute “Confidential Information”.
- b. The Institution agrees that it shall not use Confidential Information for any purpose other than to carry out the Permitted Purpose or an authorized Other Academic Purpose. The Institution shall not disclose or permit disclosure of any Confidential Information except as permitted by this Agreement. The Institution 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 access or use such information. The Institution 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 Institution 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 Institution in breach of this Agreement; (b) it was known to the Institution 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 Institution, 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 Institution 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 Institution 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 Institution, (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 Institution 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 Technical Analysis for each disclosure to a third-party provided access to such given Technical Analysis that resulted from a breach of this Agreement.

## **6. Export Control and Sanctions Compliance**

- a. The Institution 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; (iv) owned or controlled by, or acting on behalf, or at the direction, of any of the foregoing.
- b. The Institution 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 Institution 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 Institution, if Institution 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 the Institution 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 the Institution, and the Institution will not be entitled to any total or partial refund, for any termination of the Agreement in these circumstances.
- c. Institution will be charged for all fees due during the Term regardless of whether Institution accesses or uses, or cancels the Service during the Term, or whether TechInsights cancels the subscription due to material breach of this Agreement by Institution.
- d. Upon termination of the subscription for any reason, Institution 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 Technical Analysis to TechInsights, except those extracts from Technical Analysis that have been, prior to such termination, incorporated pursuant to an authorized Other Academic Purpose in an academic lecture, thesis, or academic publication.

#### **9. Indemnification**

Institution 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 Institution, 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 Institution.
- 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 Institution 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 Institution notice of such election. Institution 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.