

Terms and Conditions – IP Services

1. Proprietary Rights & License

a. Patent Analysis includes but is not limited to information obtained by TechInsights from categorization of patents, reviews of patents and comparison of patents to products, where the obtaining of such information is set out in the Project scope and such patents are identified by Company. TechInsights agrees to transfer and assign, and hereby transfers and assigns to Company, the entire right, title and interest throughout the world in and to the Patent Analysis performed by TechInsights, subject to a fully-paid, nonexclusive, non-transferable, worldwide, perpetual, irrevocable, limited license (without the right to sublicense) by Company to TechInsights to use, for internal purposes only, the Patent Analysis.

b. Technical Analysis comprises all information obtained or generated by TechInsights other than Patent Analysis 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. All proprietary and intellectual property rights to the Technical Analysis performed by TechInsights will reside with TechInsights. TechInsights agrees to grant and hereby grants to Company a fully-paid, non-exclusive, non-transferable, worldwide, perpetual, irrevocable, limited license (without the right to sublicense) to distribute and use, as part of any Patent Analysis created by TechInsights and provided to Company, the Technical Analysis, provided that such distribution and use is in accordance with the restrictions on distribution and use below. TechInsights reserves the right to re-use and re-sell any Technical Analysis.

2. Distribution & Use of Technical Analysis

TechInsights holds all copyright in the Technical Analysis prepared by TechInsights and provided to Company as set out in the Project scope and the individual authors of various aspects of the Technical Analysis who hold moral rights in the Technical Analysis. TechInsights agrees to grant and hereby grants to Company a fully-paid, non-exclusive, non-transferable, worldwide, perpetual, irrevocable, limited license to reproduce the Technical Analysis or any substantial part thereof in any material form whatever, subject to all of the following conditions:

- a. Company may freely distribute, copy and reproduce the Technical Analysis within Company for any purpose whatsoever;
- b. Company may distribute copy and reproduce the Technical Analysis outside of Company for purposes solely associated with Company's business, including, but not limited to, patent licensing, including negotiations, Claim Chart development and assertion, infringement analysis, valuation, litigation and patent sales. For greater certainty, the mere sale, lending or disclosure by Company of the Technical 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 Technical Analysis or any substantial part thereof must bear on their face, or be inextricably linked with an indication that the Technical Analysis was prepared by and that copyright is held by TechInsights;
- e. 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.

3. Not Legal Advice

The Services delivered by TechInsights do not constitute legal advice and should not be relied upon as such. TechInsights encourages Company to seek independent legal advice in respect of any results or conclusions provided as part of the Services and any impact on Company's legal rights and interest in Company's or any other jurisdiction.

4. Patent Claims Analysis

Company acknowledges that where the Services include the comparison of patent claims to analyzed items, or schematics or other representations of those analyzed items, such work is investigative in nature and the results cannot be predicted in advance and TechInsights cannot warrant that the completion of all Services will yield a

result which meets the Company's preferences. Company further acknowledges that while TechInsights takes steps to ensure the accuracy of the Service deliverables, patent and patent claims analysis inherently involve a certain level of uncertainty, which may due to, for example, inherent subjectivity of patent language and patent claim analysis, existence of unpublished patent documents and changing legal decisions and principles. Company agrees and acknowledges that its obligation to make payment under this Agreement is not dependent on the results of the Services and agrees to make payment regardless of said result.

5. Confidential Information: Disclosure to Third Parties

TechInsights and Company shall maintain confidential and secret all information which may be disclosed by one party to the other and it shall not disclose this information to any other firm or corporation, unless expressly authorized by a representative of the disclosing party.

Notwithstanding anything above to the contrary, no such information shall be deemed proprietary or confidential and the parties shall have no obligation with respect to the disclosure of such information which:

- a. Is already known to the party or
- b. Is or becomes publicly known through no wrongful act of the party or
- c. Is received from a third party without restriction or
- d. Is independently developed by the party or
- e. Is disclosed pursuant to an order by a competent court or government administrative agency

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, 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, 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 clause 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.

7. Conflict of Interest and Confidential Information: Management within TechInsights

TechInsights provides its services to a number of different companies and circumstances may arise where two companies are adverse to each other on a matter where the companies have engaged, and/or wish to engage TechInsights. TechInsights has organized itself into two separated IP Practices to manage issues of conflict of interest and confidential Company information and has established a Conflict of Interest & Company Confidential Information Management Policy ("Policy"). The Policy imposes restrictions concerning future engagements that an IP practice can accept, restrictions concerning the staff that can be assigned to future work, and obligations relating to the handling of Company confidential information. The Policy provides that each IP Practice maintain a register of conflicts between companies and adverse party pairs. The relevant TechInsights IP Practice will notify the Company of work restrictions it is accepting prior to an engagement involving a new adverse party. The Policy is available for inspection on request.

8. Products/Parts/Devices ('Parts')

- a. During the technical and reverse engineering process, and otherwise in the delivery of services, necessary parts may be damaged or destroyed which may affect TechInsights' delivery schedule adversely, and/or require the procurement of additional parts. In either case, TechInsights shall inform Company without delay, and both parties shall commence negotiations on a revised price and schedule.
- b. Unless otherwise noted, in this Agreement, all Parts procured for this program are the property of TechInsights if procured by TechInsights, or Company, if procured by Company.
- c. In cases where parts are provided to TechInsights from Company for technical analysis, Company acknowledges that the devices are free of restrictions and warrants that the devices are the legal property of Company prior to submission to TechInsights for analysis.

9. Invoicing, Payment Terms, Project Scope and Schedule

- a. Currency: All prices do not include applicable taxes.
- b. Invoicing: Invoicing will be monthly as incurred.
- 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).
- f. Program: There are technical and reverse engineering risks that cannot be anticipated at the time of execution of this Agreement. If TechInsights subsequently discovers that the actual effort required to complete the program exceeds the estimations used for the proposal, TechInsights shall inform Company without delay, and both parties shall commence negotiations on a revised price and schedule.
- g. Schedule: TechInsights reserves the right to modify the schedule of this project, based on the availability of our engineering resources at the time of Company's acceptance. In the event of a change in schedule, Company will be contacted and informed by the project manager.

10. Cancellation

Company shall have the right to stop any or all future activities under this Agreement by providing TechInsights with seven business days' prior written notice. In the event of such cancellation, Company agrees to pay TechInsights for services rendered and disbursements committed to, whether or not actually rendered, including all completed technical Analysis sourced from TechInsights' library of such analysis, up to and including the date of receipt of the written notice of cancellation based on TechInsights' standard billing rate of \$400/hr.

11. 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.

12. Liability

- a. 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. In no event shall TechInsights' liability hereunder exceed the aggregate amount paid by Company to TechInsights hereunder.

13. 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 and disbursements committed to, whether or not actually rendered, up to and including the date of notice of such election, based on TechInsights' standard billing rates.

14. 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.

