

# Terms and Conditions – Subscription Products

## 1. Proprietary Rights

Under this Agreement TechInsights Inc., or a subsidiary or affiliate of TechInsights Inc., (collectively “TechInsights” or the “TechInsights Group”) provides Company with the Service as more fully described in this Agreement and the Company receives access to the Analysis which, unless otherwise stated in a proposal, is accessed by Company through TechInsights’ proprietary access portal (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 downloaded, saved or printed, except as permitted within the platform as more fully described below.. “Analysis” (or “Analyses”) shall mean a report comprised of all technical and/or business information obtained or generated by TechInsights or a member of the TechInsights Group and/or that is made available via the Content Access Tool (or as otherwise agreed), 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, or 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) 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. Only Authorized Users with Company email address will be able to access the Content Access Tool.
- 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. In the event of a legal name change and/or merger or acquisition, the Company must promptly notify TechInsights of the new full legal name, billing and shipping address and any changes to the Authorized Users’ email address, such as domain change.
- e. 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 the Analysis and may

download it only as may be permitted otherwise herein, as permitted within the Content Access Tool (for the avoidance of doubt, certain marketing analysis and costing models shall be permitted for download as set forth in 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. Moreover, none of Company nor any of its Authorized Users may take a digital image (screenshot) of any Analysis including, but not limited to, by the tools available on the computer equipment, smartphones, digital cameras, and other devices capable of taking a digital image. Company shall not be permitted, without the prior written consent of Techinsights, to input any Analysis, excerpt from any analysis, or any other TechInsights content, into any artificial intelligence products.

- ii. Company may use Analysis for only one of the following (the "Permitted Purposes"): (i) for assessing whether or not additional license rights for External Purposes (defined below) shall be purchased; or (ii) to create a limited technical analysis to determine more of functionality and construction including layout, materials, and costs, provided that no information from the limited technical analysis is used in any way for any External Purpose.
  - iii. 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.
  - 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. Company may request access to the Content Access Tool to persons advising Company, who are not adverse to Company, solely for a Permitted Purpose. In the event TechInsights approves such access, such user shall be considered an Authorized User and shall be required to execute the EULA prior to entering the Content Access Tool. Nevertheless, persons advising Company must provide a corporate email address and full legal name of the entity they represent. 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, 9.b, and 11 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.
- f. "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 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 through the End Date set forth in the Agreement. In the event there is no Start Date stated above, the Initial Term shall commence on the date of execution of this Agreement and shall continue for the Term unless renewed as set forth herein. 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 that either party may provide the other party a notice of non-renewal no less than sixty (60) days prior to the end of the Initial Term or Renewal Term, as applicable. TechInsights reserves the right to increase the fees by up to 10% for any Renewal Term. The Initial Term together with all Renewal Terms (or portions thereof) is referred to herein as the Term.

- b. In the event this Agreement is not renewed pursuant to Section 3.a. above, the parties hereto may agree to extend or modify the terms of this Agreement and may agree to rely on these Terms and Conditions through the execution of an Order, a Purchase Order, a Statement of Work or other similar written documentation executed by the parties.
- c. Subscription for the Analyses and Service has 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 Analyses, 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 rework if necessary. Company agrees and acknowledges that its obligation to make payment under this Agreement is set out herein and in Section 7, below.

#### **5. Confidential Information**

- a. The Parties agree that all information made available in tangible and intangible form relating to and/or including business decisions, procedures, strategies, products, software, inventions, discoveries, manufacturing processes and methods, formulas, recipes, techniques, processes, works of authorship, know-how, ideas, designs, drawings, models, specifications, practices, flow charts, data, software, plans, records, customer information, prices, price lists, financial information, including any analysis and other information and intellectual property of the Disclosing Party, shall constitute “Confidential Information”.
- b. The Company agrees that it shall not use Confidential Information for any purpose other than to carry out a Permitted Purpose. 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. The Company shall only furnish that portion of the Confidential Information that is within the scope of such disclosure request or court order and will exercise reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential

Information disclosed.

- 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.

#### **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"). TechInsights therefore reserves the right to restrict access to certain Analysis, information, data, technology, software, products, and/or services offered via the Content Access Tool depending on the location of either the Company or an Authorized User.
- b. By accessing or downloading TechInsights information (only permitted as stated in Clause 2 d.i.), 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 Company, including affiliates of Company, meaning entities under common control with Company, including subsidiaries and parent companies as well as shareholders and/or executive officers, directors and/or members of the senior management team 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, Luhansk or Donetsk Regions of Ukraine, Iran, North Korea, or Syria. TechInsights does not currently conduct business in Russia and Belarus, and therefore together with the aforementioned countries these are considered as "Sanctioned Territory" under this Agreement; (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.
- c. 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 or evasion contrary to U.S. or other laws is strictly prohibited.
- d. Company certifies that the information, data, technology, software, products, and/or services obtained from TechInsights will not be used in: (i) the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons, or of materials or equipment that could be used in such weapons, (ii) the development, production, handling, operation, maintenance or storage of missiles or other systems capable of delivering chemical, biological or nuclear weapons, or of materials or equipment that could be used in such missiles or systems, (iii) any chemical, biological or nuclear weapons facility or missile facility, or (iv) in a manner that is contrary to the provisions in 15 CFR 744.23<sup>1</sup>. Company must provide their full legal name as part of the onboarding process and TechInsights reserves the right to request further information and/or documents from the Company, including but not limited to, corporate registration, organizational structure, and shareholder information for export control and sanctions due diligence purposes.
- e. Company must comply with U.S. anti-boycott regulations and cannot participate in and cooperate with international boycotts not sanctioned by the United States.

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

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<sup>1</sup> See <https://www.ecfr.gov/current/title-15/section-744.23> and [https://www.ecfr.gov/current/title-15/part-772#p-772.1\(Advanced-Node%20Integrated%20Circuits%20\(Advanced-Node%20IC\)\)](https://www.ecfr.gov/current/title-15/part-772#p-772.1(Advanced-Node%20Integrated%20Circuits%20(Advanced-Node%20IC)))

- a. Currency: All prices are quoted in US dollars and do not include applicable taxes.
- b. Invoicing: Invoicing will be annual, in advance, 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 shall be as set forth in the proposal..
- 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 and as stated in Section 8.b. below.
- 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 or Section 11 of this Agreement, and/or violated, or exposed TechInsights to the risk of penalties under, any applicable Export Control and Sanctions Laws or Anti-Bribery Laws, and/or if TechInsights is no longer permitted to provide the Service to Company due to its status on the Bureau of Industry and Security Entity List or becomes subject to any similar restricted list. 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, including breach of Section 6 or Section 11 of this Agreement by Company.
- d. Upon termination of the subscription for any reason, Company shall promptly remove, destroy or delete all software and data, including but not limited to all Analyses or models, related to the Service, including all Confidential Information stored in the ordinary course of business from all computer equipment and electronic memories and return all tangible copies of Analysis to TechInsights. Upon TechInsights' request Company must send a written letter or certificate attesting to the destruction of aforementioned materials and shall notify all individuals with access to such Analysis and data that they are no longer entitled to use such Analysis or data for any purpose whatsoever, whether internally or externally.

#### **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 jurisdiction. 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.
- c. EXCEPT FOR BREACHES OF THE LICENSING CONDITIONS SET FORTH IN SECTION 2 OR THE CONFIDENTIALITY PROVISIONS CONTAINED IN SECTION 5, 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, EVEN IF SUCH PARTY

IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO SECTION 2, 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.

#### **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. Anti-Bribery**

None of the Company or any of its Affiliates or any of their respective directors, officers, employees, 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 applicable 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.

#### **12. 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, global pandemic, 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.

#### **13. 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.
- c. Single Sign On:
  - i. Within thirty (30) days of execution of this Agreement, the appropriate teams from each party shall meet to discuss the implementation of single-sign-on authentication to the TechInsights Platform by integrating the customers Enterprise Identity Provider with the TechInsights Platform SSO Service.
  - ii. Within ninety (90) days of execution of this Agreement both parties shall have completed the commercially

reasonable efforts necessary to implement single-sign-on, or confirmed to an agreed completion date for implementation. If the implementation of single-sign-on is determined to not be commercially reasonable, both parties will work to establish an alternative authentication method that meets both parties' requirements.

- iii. A current listing of the Enterprise Identity Providers TechInsights Platform SSO Service supports, can be provided and confirmed upon request, and is available at the following location: [Enabling Single Sign-On for the TechInsights Platform | TechInsights](#).