

Terms and Conditions – Custom Analysis

1. Proprietary Rights

Technology Analysis comprises all information obtained or generated by TechInsights 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 copyright, proprietary and intellectual property rights to the Technology Analysis performed by TechInsights will reside with TechInsights and the individual authors of various aspects of the Technology Analysis who hold moral rights in the Technology Analysis. TechInsights reserves the right to re-use and re-sell any Technology Analysis.

2. License, Distribution & Use

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 the Technology Analysis including a right to reproduce that Technology Analysis or any substantial part thereof in any material form whatever, subject to the following conditions:

- a. Company may only use the Technology Analysis for competitive and technical intelligence use cases: it may not use the Technology Analysis for IP use cases including patent licensing, negotiations, claim chart development and assertion, infringement analysis, valuation, litigation and patent sales;
- b. Company may freely distribute, copy and reproduce the Technology Analysis within Company;
- c. Company may not distribute Technology Analysis externally, except to persons advising Company, solely associated with Company's business. For greater certainty, the 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;
- d. Company may sublicense its rights under subparagraphs (a) and (b) of this paragraph to persons advising Company, 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;

- e. All copies and reproductions of the Technology Analysis 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;

- f. 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. Technology Analysis derived from Reverse Engineering and Liability

- a. Company acknowledges that the devices and components that TechInsights analyzes 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. TechInsights undertakes to work with Company and, if omissions or errors are identified, to carry out additional re-work to correct those deficiencies. Company agrees and acknowledges that its obligation to make payment under this agreement is set out in the agreement and in paragraph 6, below.

- c. In no event shall the amount of TechInsights' liability hereunder, whether as a compensatory payment or the cost of re-work, exceed the aggregate amount paid by Company to TechInsights hereunder.

4. 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.
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 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 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. Products/Parts/Devices ('Parts')
- a. During the Technology 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 the purpose of 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.
7. Invoicing, Payment Terms, and 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 Technology 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.

8. 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 rates.

9. 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.

10. 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.** TechInsights undertakes to work with Company and, if omissions or errors are identified, to carry out additional re-work to correct those deficiencies.
- c.** In no event shall TechInsights' liability hereunder exceed the aggregate amount paid by Company to TechInsights hereunder.

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 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.

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, 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.

