

Terms and Conditions - TechInsights for Public Agencies

1. Proprietary Rights

Under this Agreement TechInsights provides Agency (including related organizations of Agency to the extent they have been listed in this Agreement) with the Service as more fully described in this Agreement. “Service” means the provision of access by the Agency to Technology Analysis by sending copies thereof directly to the Agency via a TechInsights email account, or through a TechInsights’ proprietary access portal (collectively, the “Content Access Tool”). The Content Access Tool may make Technology Analysis and other content available by making it viewable. Content accessed via the Content Access Tool may not be saved or printed, except as permitted below. “Technology 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 Agency’s use of the Service, including, but not limited to usage patterns, Technology Analysis accessed or viewed by Agency, sale of reports, images, schematics, tables, etc. to Agency. All copyright, proprietary, and other intellectual property rights to the Content Access Tool, any Technology Analysis, and collected Customer Data remains with TechInsights and/or the creators thereof, except for the specific licensing permissions in strict accordance with the requirements thereof as set forth below. The individual authors of various aspects of the Technology Analysis may hold moral rights in the Technology Analysis, which are not waived. TechInsights reserves the right to re-use and re-sell any Technology Analysis. TechInsights warrants that TechInsights shall solely use the Customer Data for the purposes of providing the Services and other support to Agency, and for improving the Service.

2. License, Distribution & Use

TechInsights grants to Agency, 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 Technology Analysis, in accordance with the following, adherence to ALL of which is the responsibility of Agency (the “Right-to-View License”):

- a. The Service may only be used by “Authorized Users” which are defined as individuals who are employees or contractors of the Agency, or a Related Agency

that has been listed as a licensee to a Right-to-View License in the Agreement, authorized by Agency to access the Content Access Tool and who have been supplied a unique user account and password for the Content Access Tool, and who are subject to obligations of confidentiality at least as restrictive as those set forth below in Section 6. Agency may substitute a previously unauthorized user for an Authorized User provided that the number of Authorized Users does not exceed the maximum number permitted as specified in writing in this Agreement, and provided that Agency changes the designated username and password for each newly designated Authorized User.

- b. Until additional rights are purchased in respect of specific Technology Analysis, Authorized Users’ use of Technology Analysis is restricted to the viewing of Technology Analyses via the Content Access Tool for the sole purpose of assessing whether or not additional license rights for Analysis Purposes (as defined below in Section 3) shall be purchased. Authorized Users may not copy, download, or distribute any Technology Analysis, or create derivative works therefrom unless such additional rights have been granted in accordance with this Agreement. Agency may not use any Technology Analysis any way not explicitly granted therefor in accordance with the applicable licensing rights purchased.
- c. Agency 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.
- d. For greater certainty, the sale, lending, or disclosure to any third party of the Technology 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 Agency’s business and is prohibited absent Agency’s first obtaining written approval of TechInsights).
- e. Whether or not Agency has purchased additional use rights in respect of specific Technology Analysis, TechInsights holds all copyright and other intellectual property rights in all Technology Analyses, and the individual authors of various aspects of the Technology Analysis may hold moral rights therein.

3. Right-to-Analyze License

- a. The following definitions shall be used in respect of the licensing obligations set forth in this Agreement:
 - i. "Analysis Purposes" means any purposes that would require (a) a disclosure of any Technology Analysis, or portion thereof, to another individual that is an employee or contractor of the Agency or a Related Agency that is subject to obligations of confidentiality and non-disclosure with respect to the Technology Analysis and who is not an Authorized User; and (b) is restricted to supporting technology evaluation, testing, modeling, simulation, cost/pricing/market analysis, or any analysis related to the Technology Analysis. For clarity, Analysis Purposes do not include any use that includes (i) a sale, lease, disclosure, or transfer of any Technology Analysis to any non-permitted third-party for any or no consideration; and/or (ii) the preparation of claims charts, comparison of Technology Analyses to patents or other third party Technology information, or use in association with intellectual property licensing discussions or litigation (including pre-litigation), including to assess any allegation or confirmation of infringement based on, determined from, or supported by, a Technology Analysis, directly or indirectly, whether or not in respect of any licensing negotiations or litigation (including pre-litigation).
 - ii. "Related Agency" means any agency affiliated with Agency and which is listed as a Related Agency in this Agreement.
- b. Solely to the extent that Agency has paid the agreed upon additional license fees in respect of a specific Technology Analysis, TechInsights agrees to grant and hereby grants to Agency a fully-paid, non-exclusive, non-transferable, worldwide, limited license to reproduce the Technology Analysis or any substantial part thereof in any material form whatsoever, and to create to derivative works therefrom, in accordance with and subject at all times to the following conditions (such licensing conditions shall be referred to as a "Right-to-Analyze License"):
 - i. In respect of Technology Analysis for which a Right-to-Analyze license has been granted by TechInsights, Agency, and/or Related Agencies that have been listed as a licensee of a Right-to-Analyze License in this Agreement, (collectively the "Right-to-Analyze Licensee") may freely copy and reproduce the Technology Analysis and extracts thereof, and make derivative works from the foregoing, for Analysis Purposes provided that access to such Technology Analysis or copy, extract, or derivative work thereof, is restricted to current employees and contractors of Agency who are Right-to-Analyze Licensees and who are individuals currently

under an obligation of confidentiality and non-disclosure with respect to Technology Analysis, and for whom in any case, Agency remains liable and responsible to TechInsights for any disclosure by any of them to any other person or entity that, if disclosed by Agency would be a breach of this Agreement. For clarity, at no time, whether or not Analysis Purposes are permitted, may Agency, Related Agency, or any of their employees or contractors disclose Technology Analyses to any person not referred to in this Section 3.b.i.;

- ii. All copies and reproductions of the Technology Analysis or extracts, or any substantial part thereof, must bear on their face, or be inextricably linked with an indication that the Technology Analysis or extract thereof was prepared by and that copyright is held by TechInsights;
- iii. 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; and
- iv. Agency 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 Technology Analysis that is or may be used in any litigation or other court or other dispute resolution process of which the Agency is involved.

4. Term

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 Agency. The Initial Term together with all Renewal Terms (or portions thereof) is referred to herein as the Term.

5. Technology Analysis Derived from Reverse Engineering and Liability

- a. Agency 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. Agency 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 material omissions and errors that are identified, including carrying out additional re-work, subject to this Section 5. Agency agrees and acknowledges that its obligation to make payment under this agreement is set out in the agreement and in paragraph 5, 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 payable by Agency to TechInsights hereunder, within the 12 months preceding the incident giving rise to a liability.

6. Confidential Information

- a. The Parties agree that all Technology 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 Technology Analysis, including confirmation thereof, shall constitute “Confidential Information”.
- b. The Agency agrees that it shall not use Confidential Information for any purpose other than those permitted hereunder. The Agency shall not disclose or permit disclosure of any Confidential Information to third parties or to its employees, other than Authorized Users or other persons authorized to view or use Technology Analyses under this Agreement, and for whose actions in violation of this Agreement, the Agency agrees that it shall remain responsible. The Agency 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 Agency 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 Agency 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 Agency in breach of this Agreement; (b) it was known to the Agency 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 Agency, 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 Analysis Purpose, provided that the Agency 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 Agency 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 Agency, (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 6.c., TechInsights may claim, at its sole option, and Agency 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 Technology Analysis for each disclosure to a third-party provided access to such given Technology Analysis that resulted from a breach of this Agreement.

7. Export Control and Sanctions Compliance

- a. Agency 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. Agency 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.

8. 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 Agency 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.

9. 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 Agency, if Agency 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 Agency has, in its use of TechInsights' information, data, technology, software, products, and/or services, breached Section 7 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 Agency, and Agency will not be entitled to any total or partial refund, for any termination of the Agreement in these circumstances.
- c. Agency will be charged for all fees due during the Term regardless of whether Agency accesses or uses, or cancels the Service during the Term, or whether TechInsights cancels the subscription due to material breach of this Agreement by Agency.
- d. Upon termination of the subscription for any reason, Agency 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 Technology Analysis to TechInsights.

10. Mutual Indemnification

- a. TechInsights shall at its own expense, defend Agency 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 Agency 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 Agency by a court or tribunal of competent. As conditions for such defense and indemnification by TechInsights, (i) Agency shall notify TechInsights promptly in writing upon becoming aware of any IP Claim; (ii) Agency shall give TechInsights sole control of the defense and settlement of IP Claims; (iii) Agency shall cooperate fully with TechInsights in the defense or settlement of such IP Claims; and (iv) Agency 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. Agency 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.

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 Agency, 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 Agency.
- 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 Agency or TechInsights without the other party's prior written consent.

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, 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 Agency notice of such election. Agency agrees to pay TechInsights for services rendered to up to and including the date of notice of such election, pro rata for 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.