Exhibit A

hTC®

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October 2, 2017

VIA EMAIL to gregoire.delongchamps@st.com and andrew.mayo@st.com

Grégoire Barry Delongchamps, Esq.
ST Microelectronics Asia Pacific Pte. Ltd.
5A Serangoon North Avenue 5
554574 Singapore

Andrew Mayo, Esq.
STMicroelectronics, Inc.
750 Canyon Dr., Suite 300
Coppell, TX 75019-4009

> Re: *CyWee Group Ltd. v. HTC Corp. and HTC America, Inc.*
> Civil Action No. 17-cv-932 (U.S. District Court for the Western District of Washington)

Dear Grégoire and Andrew,

HTC Corporation and its affiliates, predecessors, successors, parents, subsidiaries, partners, employees, agents, heirs, and assigns (collectively, "HTC") hereby provide notice to ST Microelectronics Asia Pacific Pte. Ltd., STMicroelectronics, Inc., and any other entities that provided STM Products (defined below) to HTC (collectively, "STM") of the lawsuit entitled *CyWee Group Ltd. v. HTC Corporation and HTC America, Inc.*, Civil Action No. 17-cv-932, pending in the United States District Court for the Western District of Washington (the "Lawsuit"). For your convenience, I enclose a copy of both the original and amended complaints for patent infringement in the Lawsuit.

In the complaints, CyWee Group alleges that certain HTC devices infringe two U.S. patents related to calculating the movements and rotations of a machine using, in one patent, a six-axis motion sensor module, and in another patent, a nine-axis motion sensor module. *See, e.g.*, Complaints at ¶¶ 19-169. HTC uses STM sensor hub chips ("STM Products"), including at least STM32F411CEY6TR, in a number of its devices, including in many of the devices accused in the Complaint, and the allegedly infringing functionality in accused HTC devices appears to be centered around functionality provided by STM Products.

On July 14, 2017, CyWee Group's outside counsel, Ari Rafilson, sent a letter to HTC that, among other things, acknowledged that the 2013 CyWee/STMicro license agreement includes a non-assertion clause covering License Products, as defined in the agreement:

License Product and Licensed Technology are defined in the agreement as follows:

> "Licensed Product" is defined as "any ST product that is sold or distributed with the Licensed Technology." License at 2.

> "Licensed Technology" is defined as "the existing firmware described in Annex 1, the firmware resulting from . . .Annex 2 . . . and any firmware that will be provided by CyWee for future porting into additional ST products, all Updates and all Upgrades of the Licensed Technology."

For your convenience, I enclose a copy of Mr. Rafilson's July 14, 2017 letter.

In a follow-up letter sent on September 21, 2017, CyWee Group's counsel further demanded information relating to the identification of products containing ST Micro components and licensed technology. For example, the letter demands information relating to the following:

> <u>Microcontroller</u>: Devices including one or more CPUs along with memory, which are ultimately included in HTC Products, and which, when shipped with said products, include Sensor Fusion Technology and/or CyWee Licensed Technology.

> <u>Sensor Fusion Software</u>: Software that combines data from at least an accelerometer and gyroscope to calculate orientation information.

> <u>ST Microcontroller</u>: Microcontroller manufactured or sold by STMicroelectronics.

> <u>ST Micro</u>: Any STMicroelectronics entity.

For your convenience, I also enclose a copy of the September 21, 2017 letter from CyWee Group's counsel.
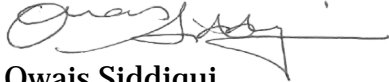
HTC requests, therefore, that STM defend, indemnify, and hold HTC harmless in the Lawsuit. STM's obligations stem from, inter alia, the Terms and Conditions of HTC Corporation's purchase of STM Products from STM, a copy of which is enclosed for your convenience. For example, paragraph 6, titled WARRANTY, contains a representation and warranty that "the Products shall not infringe on any patent, trademark, trade secret, or other intellectual property right of HTC or any third party." In addition, paragraph 7, titled INDEMNITY, contains an obligation for STM to

> defend ..., indemnify and hold HTC and HTC Related Parties harmless from and against all proceedings, governmental actions, claims, liabilities, fines, losses, damages, costs and/or expenses (including reasonable attorney's fees), whether direct or indirect, arising from or relating to a claim brought by a third party claiming or alleging that the manufacture, use, sale, and/or distribution of the Products constitutes infringement,

violation or misappropriation [of] an intellectual property right or other proprietary right of such third party.

Please acknowledge your receipt of this letter and acceptance of STM's defense, indemnity, and hold-harmless obligations as soon as possible. We look forward to working with you in addressing these issues in a cooperative and efficient manner. Thank you in advance for your prompt response.

Very truly yours,

Owais Siddiqui
Executive Patent Litigation Director

Enclosures (5)

cc: James Yoon, Esq., HTC's outside counsel (jyoon@wsgr.com)

STMS STMicroelectronics Asia Pacific Pte Ltd : : 886928298588 :	No. 23, Xinghua Rd., Taoyuan City, 330 TAOYUAN COUNTY TAI WAN

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Terms and Conditions of Purchase Order for HTC Corporation

1. The Supplier agrees to accept the terms and conditions of thisPurchase Order by (i) confirming the Purchase Order in two calendar daysvia email, facsimile or other electronic means, (ii) signing back theoriginal copy to HTC Procurement department within seven calendar daysor (iii) shipping the Products to HTC designated place on the shipmentdate stated herein. The terms and conditions of this Purchase Ordershallapply to any and all supply of any kind of product by the Supplier to HTC unless otherwise governed by other written agreement. HTC will onlypayfor the Products in accordance with the payment terms set forth inthe Purchase Order or the applicable supply agreement.

2. The terms and conditions stated herein, including quantity, unitprice, payment terms, payment date, etc. shall not be changed withoutHTC's prior writing consent.

3. In the event that Supplier fails to deliver the quantities ofProducts according to this Purchase Order, Supplier shall pay HTC on adaily basis an amount equal to three (3) percent of total purchase priceof such delayed Products as delay charges and HTC may deduct such amountfromthe purchase price to be paid to Supplier. The Supplier shall alsobe liable to HTC for any possible damages and losses that occur as aresult of such shipment delay.In addition to the damages and losses, HTCshall have the right to cancel the delayed Products, in whole or inpart, without incurring any liability towards the Supplier.

4. Supplier is under obligation to deliver products complying withHTC inspection standard, and HTC reserves the right to perform IncomingQuality Control ("IQC")and/or Outgoing Box Audit ("OBA"). The applicable"Failure Rate" is (i) 100 Defective Parts Per Million ("DPPM) forelectrical engineering (EE) parts, (ii) 600 DPPMfor mechanicalengineering (ME) parts, and (iii) 1200 DPPM for ME parts with CNCprocesses.In the event that the HTC IQC and/or HTC OBA failure rate ofthe Products exceeds 50% of the Failure Rate, Supplier shall immediatelyimplement a recovery plan (together with HTC if required) in order toresolve the problems within three (3) working days. If the IQC and/orOBA failure rate of the Products exceeds the Failure Rate, HTC shall beentitled to order Supplier to stop shipments immediately, create ataskforce with both Supplier and HTC experts in order to agree on ashort-termsolution within one (1) working day.

5. Epidemic Failure:In the event where the estimated product returnrate exceeds 1% on one (1) single cause ("Epidemic Failure"), HTC shallbe entitled to cancel any or all orders of such Product and return anyor all such purchased Products. In such an event, Supplier shall berequired to pay a breach penalty of 10% of the total retail value ofsuch returned/cancelled Product and shall otherwise compensate HTC forall of its damages and costs incurred as result of or in connection withsuch Epidemic Failure.

6. WARRANTY: Supplier represents and warrants that, for a period asstipulated in this Purchase Order or, in the absence of such stipulation, for a period of one (1) year after the date of HTC's acceptance ofthe Products ("Warranty Period"), each Product supplied hereunder shall(a) be new (except agreed otherwise with HTC), free fromepidemic issuesand with a defect rate not higher than the Failure Rate set forthherein, (b) comply with the specification agreed by the Parties, and (c)shall be free

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