



Revised November 16, 2022

## **SEMI Market Intelligence Team Market Reports Copyright Policy/License Agreements**

SEMI LICENSE AGREEMENT –THIS IS A LEGAL AND BINDING AGREEMENT (“AGREEMENT”) BETWEEN YOU, THE AUTHORIZED USER OF THE SEMI PROPRIETARY DOCUMENTS KNOWN AS SEMI Market Intelligence Team Market Reports SET IN ITS DOWNLOADED FORMAT (THE “FILES”), AND SEMI. BY PURCHASING THE USE OF THE FILES, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE LICENSING THESE FILES.

THE TERMS AND CONDITIONS OF THIS LICENSE ARE VALID THROUGHOUT THE TERM OF THE LICENSE AND NO RETURNS OR EXCHANGES ARE ALLOWED. SEMI, HOWEVER, DOES RETAIN THE RIGHT TO DISCONTINUE, MODIFY, UPDATE OR NOT UPDATE ANY FILES AT ITS SOLE DISCRETION.

1. Limited Use License. In consideration of your agreement to be bound by the terms of this Agreement, SEMI hereby grants to you a non-exclusive, non-transferable license to download a File or Files as appropriate to the fee paid, to use these File(s) internally on a single computer, print out the file(s) (solely for internal personal use) according to the terms and conditions of this Agreement. All rights not expressly granted herein are retained by SEMI and its licensors, as the case may be. The File is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The File is licensed, and not sold.

- Single edition is defined as one (1) copy for the use of one (1) user.
- Multi-user for data file or database is defined based on the number of users.
- Enterprise for data file or database is defined as anyone within the licensed organization can access the file.

This license is for a single user only. You or the entity on behalf of whom this license is purchased is not permitted to purchase multiple 1-seat licenses. If you wish to purchase a license to use the Files for 2 or 3 users, then you must order the multi-user license. If 4 or more users will access or use the Files, then you must order a Corporate License.

If SEMI discovers that you are using the Files in excess of the number of licensed users, your license will be terminated under the provisions of section 4. Termination and a penalty will be imposed. The penalty will vary depending on the File and licensing purchased. Such penalty amounts must be paid within 30 days of invoice in order for SEMI to consider restoring your license and accepting any future license renewal.

2. Limitations. The Files are protected by U.S. copyright law and international treaties. You may produce derivative works of the Files, provided that any such derivative works may only be used for your internal

business purposes. If you want to publish such derivative works for external consumption, you must first contact SEMI for permission. SEMI will approve or deny such requests on a case-by-case basis in its sole and absolute discretion. Without limiting the foregoing, such derivative works shall:

- Not identify any specific company or fab data; and
- Include the name of the report and publication date (Source: SEMI World Fab Forecast, Q4'21)

You may not copy or modify (except as set forth herein), sell, rent, lease, sublicense, assign, loan, time-share, share through an internal computer network or otherwise transfer or distribute the Files. You may make 1 copy of the Files for backup or archival purposes only, so long as SEMI's copyright notices are reproduced on such copies. You shall not and shall not permit a third party to remove any identification, copyright or other notice from the Files.

Except as expressly set forth herein, there is no right for you to return the Files or seek a refund for any portions paid for any Files. Without limiting the foregoing, SEMI may grant refunds in its sole and absolute discretion in certain limited instances such as if You become a SEMI member following purchase of Files but during the term of the license for such Files, SEMI may choose to provide a refund in the amount of the member discount that would have been received had You been a SEMI member at the time of purchase.

If you have purchased an annual license to the Files and SEMI discontinues the Files during the term of such annual license, SEMI shall provide You with a refund of a pro-rata portion of the fees paid reflecting the number of Files that would have been received during such term if the Files had not been discontinued.

3. Ownership of Files. This license is not a sale of the Files or any copy thereof. All worldwide ownership of and rights, title and interest in and to the Files, and all copies and portions thereof, including without limitation, all copyrights, trademark rights, trade secret rights and other proprietary rights therein and thereto, are and shall remain exclusively in SEMI and its licensors.

#### 4. Non-transferable, Non-Waiver, and Validity

The license is non-transferrable from one individual to another. No failure of SEMI to strictly enforce any term, right, or condition of the License shall be construed as a waiver of such term, right, or condition for the purpose of any subsequent occasion or event. If any term or provision of this License shall be determined to be invalid or unenforceable under applicable law, such provision shall be deemed severed from this license, and the remaining provisions of this LICENSE agreement shall remain in full force and effect.

5. Termination. The license granted herein is effective until terminated. The license will terminate immediately without notice if you fail to comply with any material provisions of this License Agreement. Upon termination you shall destroy or return to SEMI all copies of the Files or portions thereof. The provisions of this License Agreement other than the license grant herein, shall survive termination.

6. Disclaimer. SEMI PROVIDES THE DOCUMENTS "AS IS". SEMI MAKES NO WARRANTIES WITH RESPECT TO THE DOCUMENTS OR THE AVAILABILITY OF SEMI'S SITE ON THE WORLD WIDE WEB, EXPRESS, IMPLIED OR STATUTORY, AND SEMI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF DUE CARE, SATISFACTORY QUALITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Limitations of Liability. YOU AGREE THAT IN NO EVENT WILL SEMI OR ITS LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR THE RESULTS OF YOUR USE OF THE DOCUMENTS, YOUR INABILITY OR FAILURE TO CONDUCT YOUR BUSINESS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF SEMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF SEMI AND ITS LICENSORS TO YOU FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, SHALL NOT EXCEED THE LIST PRICE OF THE DOCUMENTS.

8. Miscellaneous. Any disputes under this Agreement shall be resolved under California law without reference to conflict of laws principles. For any disputes arising out of this Agreement, the parties hereby consent and submit to the exclusive jurisdiction of the federal and state courts sitting in the Northern District of California. No waiver or any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of SEMI, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. This Agreement and the use of the Files provided hereunder are not assignable without the prior written consent of SEMI. Any attempt at assignment by you, including by means of merger, acquisition, operation of law or otherwise, without such consent shall be null and void and of no force and effect. You hereby agree not to knowingly, directly or indirectly, violate any local, state or federal law or regulation of the United States, or any applicable U.S. or foreign export provision. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages suffered or incurred by the other party due to the above causes. You are responsible for payment of all such taxes and duties. This Agreement and the Subscription Agreement sets forth the entire understanding and agreement between you and SEMI and supersedes all prior and/or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of the Agreement. No modification of the Agreement shall be binding unless it is in writing and is signed by authorized representatives of both parties.