

# TECHINSIGHTS MANUFACTURING ANALYSIS

## TERMS AND CONDITIONS

### 1. Scope and Application

1.1 The Terms and Conditions of this Agreement and TechInsights Manufacturing Analysis Inc.'s ("TechInsights") [Privacy Policy](#) apply to You, the end user, and Your Company's access and use of the Website, Services and/or Reports provided by TechInsights. This Agreement and TechInsights' Privacy Policy (collectively, the "Agreement") represent the entire understanding between TechInsights and Your Company.

1.2 By accepting the Terms and Conditions set forth below and/or by receiving, accessing, or using the Website, Services, Reports, Information and/or TechInsights Content, You and Your Company agree and intend that these Terms and Conditions and TechInsights' Privacy Policy be the legal equivalent of a signed, written contract and equally binding, and that You and Your Company accept these Terms and Conditions and TechInsights' Privacy Policy and agree to be legally bound by them. TechInsights reserves the right to change these Terms and Conditions and TechInsights' Privacy Policy under which the Website and its many offerings are provided. Your continued use of the Website, Services and/or Reports following such modifications will conclusively be deemed acceptance by You and Your Company of any changes to these Terms and Conditions and TechInsights' Privacy Policy.

1.3 Only Your Company or a designated account manager at Your Company (collectively, the "Subscriber") who subscribes to the Website (which includes the TechInsights cell phone application, collectively, the "Website"), Services and/or Reports and Registered Users may have access to and are authorized to use the Website, Services and/or Reports (as authorized and permitted by TechInsights), including the Information and/or TechInsights Content (as "Information" and "TechInsights Content" are defined below). "Registered Users" are employees within Your Company authorized by Your Company to have registered TechInsights passwords for access to the Website or guests authorized by TechInsights to use the Website on a restricted basis. "Reports" include subscription Reports that are delivered to the Subscriber by the Website, by e-mail or other means, and "Subscriber" may also be referred to as "Your Company" below. Further, "Your Company" means "your employer" if you are using the Website on a restricted basis as a guest of TechInsights or in the circumstance described below.

1.4 If You qualify as a Registered User due to Your Company retaining TechInsights for a custom Project outside the scope of TechInsights' subscription service and Your Company is not otherwise a Subscriber, the terms and conditions agreed to between Your Company and TechInsights for the custom Project, as well as TechInsights' Privacy Policy, will govern Your and Your Company's access to and use of the Website which will be restricted to You and Your Company's use of only the guest areas and the upload area described below.

1.5 If You qualify as a Registered User due to Your Company being a Subscriber to a TechInsights Subscription Service and/or Report, whether or not You also qualify as a Registered User due to Your Company retaining TechInsights for a custom Project outside the scope of TechInsights' subscription service, Your and Your Company's access to and use of the Website, Services, Reports, Information or TechInsights Content is governed by this Agreement. Likewise, if You and Your Company are using the Website on a restricted basis as a guest of TechInsights such use is also governed by the terms and conditions of the Agreement.

### 2. Proprietary Rights

You and Your Company acknowledge that the Website, Services, Reports, Information and/or TechInsights Content contain valuable proprietary data, intellectual property and trade secrets developed or acquired by TechInsights, and are protected by copyright, trade secret, trademark and other intellectual property laws, and that such information is for the confidential use of employees within Your Company authorized by Your Company to have registered TechInsights passwords for access to the Website or for guests authorized by TechInsights to use the Website on a restricted basis. You and Your Company further agree:

(1) to prevent the removal of TechInsights originated documents, information, and materials (collectively, the "Information") from Your Company's custody, and (2) to protect extracted Information from disclosure and distribution beyond Your Company, unless You and Your Company have obtained the prior written permission of TechInsights, whether or not this Agreement is then in effect.

### 3. Distribution & Use

3.1 You and Your Company acknowledge and agree that the Website, Services, Reports, Information and/or TechInsights Content contain TechInsights' analysis of information which in some cases has been furnished to TechInsights by responsible persons on the understanding that it will be released by TechInsights only to a limited audience and not made widely available or that its release will be restricted due to its confidential nature. Dissemination of the Website, Services, Reports, Information and/or TechInsights Content is not intended to constitute a disclosure to the public of the Information or TechInsights Content contained within the Services and/or Reports or on the Website accessed by registered password.

3.2 You and Your Company's use of the Website, Services, Reports, Information and/or TechInsights Content is subject to the following terms:

- a. You and Your Company **may** use the Website, Services, Reports, Information and/or TechInsights Content to support the internal business use of Your Company.
- b. You and Your Company **may not** reproduce or distribute Information or TechInsights Content internally in large portions or in their entirety (including PowerPoint files, PDF Presentations, and e-mailed Excel files) unless TechInsights has given written authorization for You to do so on or in the Services or Reports or otherwise. A current list of Reports that TechInsights has pre-approved for internal release in their entirety is contained in the FAQs on the Website. All original TechInsights notices (including copyright notices) must remain on the Information as downloaded or printed. TechInsights must be clearly attributed as the source of the Information or TechInsights Content using the citation policy then in effect as stated in the FAQs on the Website for all data being extracted from the Information or TechInsights Content.
  - i. The reproduction or distribution of large portions of Information or TechInsights Content requires express written approval from TechInsights and may involve remuneration or additional remuneration to TechInsights.
- c. You and Your Company may release externally charts/tables that contain the attribution below. This same attribution must appear on the released chart/table:
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- d. You and Your Company **may not** release charts/tables subject to the following notice without TechInsights' express written consent:
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- e. You and Your Company **may not** release any Information from and/or reference to the Customer Satisfaction Survey externally without a separate Trademark License **from** TechInsights.
- f. **Any** other external use of TechInsights' name, the names of its analysts, service marks, logos, and/or Information or TechInsights Content in any form requires TechInsights' express written consent.
  - i. External usage includes use in promotional materials, publicity releases, advertising, website postings, bulletin board postings and online services, external presentations, and/or any other similar publications or communications. External usage also includes, but is not limited to, the publication, promotion, website posting, or the display and/or dissemination of advertisements, press releases, white papers, and other materials which may be viewed by persons who are not officers, employees or contractors of Your Company and not obligated to treat such material as confidential.
  - ii. To obtain written approval you will send TechInsights the precise wording or document to enable TechInsights to gauge the full context of the proposed usage, and to ensure its accuracy, currency, timeliness, and proper context. TechInsights will provide the appropriate citation.
  - iii. TechInsights reserves the right to deny approval of external usage for any reason.
  - iv. The documents may not be for sale.
  - v. Remuneration or additional remuneration to TechInsights may be involved.
- g. You and Your Company **may not** pass Information or TechInsights Content contained in the Website, Services and/or Reports on to any of Your outside directors or to affiliated firms of Your Company. You may use extracted Information or TechInsights Content from the Website, Services and/or Reports in presentations to investors, outside directors, or affiliated firms of Your Company, provided that those documents are not-for-sale, TechInsights is clearly referred to as the **source** of the Information or TechInsights Content, and You and Your Company have obtained the prior written permission of TechInsights, whether or not this Agreement is then in effect. You may not allow a pass-through of substantial Information or TechInsights Content on a regular basis to investors, outside directors or affiliated firms of Your Company.
- h. You and Your Company **may not** use any Information or TechInsights Content from the Website, Services or Reports in any legal proceedings, and You and Your Company may not require or request the participation of TechInsights or its employees in any legal proceedings, nor may You or Your Company allow others to do so unless required pursuant to a judicial or governmental order, provided that You and Your Company promptly notify TechInsights of any such order so that TechInsights has an adequate opportunity to object to such order or seek an appropriate protective order or other remedy.
- i. Passwords have been issued to each Subscriber and/or Registered Users, individually, by TechInsights. Accordingly, **passwords may not be shared**. By agreeing to these Terms and **Conditions**, each Subscriber and/or Registered Users agree to be solely responsible for the confidentiality and use of their respective password, as well as for any communications entered through the Website using their password. Subscribers will also immediately notify TechInsights if they become aware of any loss or theft of the password or any unauthorized use of the password. TechInsights reserves the right to delete or change a password at any time and for any reason.
- j. Changing, adding to, or reformatting the Services, Reports, Website, Information or TechInsights Content except as provided via the analytic engines is **prohibited**.
- k. **Duplicating** or otherwise appropriating TechInsights' analytic engines by reverse engineering or by any other means is prohibited.
- l. Use of the Website in any manner that could damage, disable, overburden, or impair the Website or any Service, Report, Information or TechInsights Content or interfere with any other party's use and enjoyment of the Website, Services, Reports, Information or TechInsights Content is prohibited.
- m. **Use of the upload area of the website allows You and Your Company in a password-protected environment to store, upload, access, download, review, and delete copies of electronic files, videos, graphics, information, presentation decks, or other e-mail, data or content of You and Your Company (collectively, the "Content"), as well as to access, download, review, and delete copies of electronic files, videos, graphics, information, presentation decks, or other e-mail, data or content of TechInsights (collectively, the "TechInsights Content") that have been shared with You and Your Company by TechInsights. TechInsights will not share any Content uploaded by You or Your Company with any other party without your permission, except as required by court order or applicable law. Except for Your Company's internal use or with the permission of TechInsights, You and Your Company agree not to modify, revise, adapt or recast any of the TechInsights Content, and You and Your Company also agree not to share any TechInsights Content with any other party without TechInsights' permission, except as required by court order or applicable law.**
- n. **By using the upload area, You and Your Company agree:**
  - i. You and Your Company are solely responsible for the Content that is uploaded or stored in Your upload area.
  - ii. You and Your Company represent and warrant You have all required authorizations from Your Company to upload and store Content.
- o. Your Company maintains all ownership rights for and in any Content uploaded by You and Your Company.
  - i. Any TechInsights Content uploaded by TechInsights to Your upload area is subject to and controlled by this entire Agreement.
  - ii. Not to use the upload area or upload functions to upload, store, download, or review for improper or illegal purposes any Content or TechInsights Content or to engage in any abusive or unlawful behavior, including but not limited to:
    - Material that violates the intellectual property rights of others.

- Falsifying the origin of any electronic file.
- Any objectionable material including harassing, libelous, threatening, harmful, vulgar, pornographic or obscene material.
- Gambling, or disseminating fraudulent or deceptive goods or schemes.
- Any material to aid and abet a crime, or to otherwise violate any law or regulation.
- Knowingly uploading any virus, worm, "Trojan horse", or any similar files.
- Phishing, scamming, password robbery, spidering, harvesting, or similar activities.
- Damaging any server, or any connected network, or to interfere with the Website, Services, Reports, Information or TechInsights Content in any manner or capacity whatsoever.

#### 4. Term

4.1 The initial term of this Agreement (the "Initial Term") shall be for the period set forth in the order form and/or each invoice.

4.2 For *Customer Satisfaction Survey*, *Chip Market Research Services*, *Semiconductor Analytics*, *Critical Subsystems*, and *Test Connectivity Systems* subscriptions, 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 sixty (60) 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 Your Company. The Initial Term together with all Renewal Terms (if applicable) is referred to herein as the "Term".

4.3 For subscription services other than the services mentioned in Section 4.2 above (such as the *Customer Satisfaction Survey Trademark License*), the Term will be as stated on the ordering document and/or invoice and the subscription will not be subject to auto renewal upon expiration of the initial term.

#### 5. Copyright and licenses

5.1 TechInsights grants Subscribers, during the Term, a non-exclusive, non-transferable, revocable, limited license (without the right to sublicense – except as expressly permitted) to use the Website, Services, Reports, Information and/or TechInsights Content in the manner designed and to use these in accordance with the following, adherence to ALL of which is the responsibility of Your Company:

- The Service may only be used by Subscribers or Registered Users, which are defined as employees of Your Company, authorized by Your Company to access the Website, Services and/or Reports and who have been supplied a user account and password by Your Company, and who are subject to obligations at least as restrictive as those set forth below in this Agreement. Your Company may substitute a previously unauthorized user for a Subscriber provided that the number of Subscribers does not exceed the maximum permitted number of users for the services purchased, 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 Subscribers.

5.2 The Website, Services, Reports, Information and/or TechInsights Content contain new Information and content as well as Information and content previously published under various titles and copyrighted by TechInsights during the years from 1982 through the current year. By accepting the terms of this Agreement, You and Your Company have a limited license to use the Information, Services, Reports or TechInsights Content as provided herein, but You or Your Company do not become the owner of any Information, Services, Reports, TechInsights Content or any database engines provided or used. All right, title, and interest in the Website, Services, Reports, Information and TechInsights Content contained herein, and all database engines are the exclusive property of TechInsights except as otherwise expressly stated. The entire contents of the Website, Services, Reports, Information and TechInsights Content are protected by law including, but not limited to, United States copyright, patent, trade secret, and trademark laws, as well as other state, national, and international laws, treaties and regulations. You and Your Company acknowledge that access to the Website, Services, Reports, Information or TechInsights Content is subject to and limited by the license terms set forth herein.

5.3 TechInsights respects the intellectual property rights of others and expects its subscribers and guests to do the same. With respect to any notification of alleged copyright infringement in accordance with the Digital Millennium Copyright Act of 1998 (the "DCMA") or any other communications concerning or relating to the DCMA or any other alleged infringements, please contact TechInsights' Designated Agent in writing as follows: Designated Agent: Mr. Manjesh Singh, 2025 Gateway Place, San Jose, CA 95110; Telephone (408) 453 8844; Fax (408) 437 0608; E-mail: dl-copyrightsj@techinsights.com. Please note that only communications pertaining to the DMCA or other alleged infringements should be directed to the Designated Agent. Please also note that any written Notification of Claimed Infringement should comply with Title 17, United States Code, Section 512c(3)(A) as well as with the other requirements of the DCMA. It is the policy of TechInsights, in appropriate circumstances, to terminate the access to and/or use of the Website, Subscriptions and/or Reports, Information or TechInsights Content of any Subscribers or guests who are repeat infringers or who are repeatedly charged with infringement.

5.4 TechInsights receives letters and e-mails on current topics covered in our Website, Services and/or Reports that are of interest to our Subscribers and guests, as well as comments on our Reports. We value that Subscriber or quest input and like to use it. By submitting such material to us, unless You and Your Company tell us specifically not to publish it, or except to the extent that You and Your Company give us an embargo date before which You and Your Company instruct us not to publish it, You and Your Company authorize us to publish and republish it in any form or medium, to edit it for style and length, and to comment upon or criticize it and to publish others' comments or criticisms concerning it, as the case may be.

#### 6. Confidentiality

6.1 The Parties agree that all Services and Reports, as well as information derived therefrom, shall constitute "Confidential Information". You and Your Company agree that it shall not use Confidential Information for any purpose other than what is allowed under this Agreement. You and Your Company shall not disclose or permit disclosure of any Confidential Information to third parties or to their employees, unless authorized in writing by TechInsights, and for whose actions in violation of this Agreement, Your Company agrees that it shall remain responsible. You and Your Company agree that you shall take all reasonable measures to protect the confidentiality of and avoid disclosure or use of the Confidential Information to persons not authorized under this Agreement to have such information. Your 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, Your 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 Your Company in breach of this Agreement; (b) it was known to Your 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 Your 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, provided that Your 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.

6.2 Your 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 may 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.

## **7. Export Control and Sanctions Compliance**

7.1 You and Your Company acknowledge that the information, data, technology, software, products, and/or services obtained from TechInsights or its affiliates 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 and Your Company certify that You and Your Company 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, 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.

7.2 You and/or Your 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 or its affiliates 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 and Payment Terms**

8.1 Currency: All prices are quoted in US dollars and do not include applicable taxes.

8.2 Invoicing: Invoicing will be annual in advance unless otherwise provided for in the order form or invoice.

8.3 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 Your Company and shall be additional to any price quoted by TechInsights.

8.4 Terms: Payment terms will be as per invoice, unless otherwise noted.

## **9. Cancellation and Termination**

9.1 All fees are invoiced in advance, unless otherwise set out in the applicable order form or invoice. Unless otherwise stated in the applicable order form or invoice, invoiced charges are due within sixty (60) days from receipt of invoice. Payment obligations are non-cancelable and fees paid are non-refundable.

9.2 Your Company will be charged for all fees due during the Term regardless of whether Your Company accesses or uses, or cancels the Service or subscription during the Term, or whether TechInsights cancels the subscription due to material breach of this Agreement by Your Company.

9.3 TechInsights may terminate this Agreement or Your or Your Company's access to or use of the Website, Services, Reports, Information or TechInsights Content by notice to You or Your Company at any time should You or Your Company violate or breach any Term or Condition of this Agreement or TechInsights' Privacy Policy.

9.4 TechInsights may immediately terminate this agreement when, in TechInsights' reasonable judgment, TechInsights determines that You and/or Your Company has, in its use of VSLI's 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 You or Your Company, and Your Company will not be entitled to any total or partial refund, for any termination of the Agreement in these circumstances.

## **10. Disclaimer of warranties**

10.1 TECHINSIGHTS DOES NOT PROVIDE ANY WARRANTIES CONCERNING THE INFORMATION, SERVICES, REPORTS AND/OR TECHINSIGHTS CONTENT, INCLUDING THE WEBSITE, OR ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, EITHER EXPRESSLY OR IMPLIEDLY. TECHINSIGHTS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

THE SOURCES OF THE INFORMATION IN THE SERVICES, REPORTS OR TECHINSIGHTS CONTENT INCLUDE NUMEROUS INDIVIDUAL REPORTS, MEMOS, AND BULLETINS FROM VARIOUS SEGMENTS OF THE INDUSTRY, ANNUAL REPORTS, FINANCIAL REPORTS, INTERVIEWS, QUESTIONNAIRES, SURVEYS, TECHNICAL SYMPOSIA, TRADE JOURNALS, TECHNICAL JOURNALS, AND INDIVIDUAL ASSESSMENTS BY KNOWLEDGEABLE COMPANY OR INDUSTRY REPRESENTATIVES AS WELL AS TECHINSIGHTS'S OWN ANALYSIS AND JUDGMENT. SOME COMPANIES ARE MORE COOPERATIVE ABOUT PROVIDING INFORMATION THAN OTHERS AND SOME COMPANIES DECLINE TO PROVIDE OR VALIDATE THE ACCURACY OF ANY INFORMATION. ALTHOUGH THE INFORMATION IN THE WEBSITE, SERVICES, REPORTS AND TECHINSIGHTS CONTENT PROVIDED BY TECHINSIGHTS IS OBTAINED OR COMPILED FROM SOURCES CONSIDERED TO BE RELIABLE, GIVEN THE OFTENTIMES DIFFICULT CIRCUMSTANCES UNDER WHICH IT IS COLLECTED, TECHINSIGHTS CANNOT AND DOES NOT GUARANTEE OR PROVIDE ANY OTHER WARRANTY OR ASSURANCE CONCERNING THE ACCURACY, VALIDITY, TRUTHFULNESS, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION, TECHINSIGHTS CONTENT, SERVICE, REPORT OR WEBSITE. NO INDEPENDENT STEPS HAVE BEEN TAKEN TO CONFIRM THE ACCURACY, VALIDITY, TRUTHFULNESS, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION, TECHINSIGHTS CONTENT, SERVICE OR REPORT AND TECHINSIGHTS DISCLAIMS ALL WARRANTIES AS TO THE ACCURACY, VALIDITY, TRUTHFULNESS, TIMELINESS, COMPLETENESS, OR ADEQUACY OF SUCH

INFORMATION, TECHINSIGHTS CONTENT, SERVICES, REPORTS OR THE WEBSITE. YOU AND YOUR COMPANY ASSUME SOLE RESPONSIBILITY FOR THE SELECTION OF THE INFORMATION, TECHINSIGHTS CONTENT, SERVICES, REPORTS OR WEBSITE TO ACHIEVE YOUR AND YOUR COMPANY'S INTENDED RESULTS.

10.2 The Information, TechInsights Content, Website, Services and/or Reports may contain Information concerning stocks that is obtained from the opinions of industry analysts. Quoted past results are not necessarily indicative of future performance. None of the Information or TechInsights Content should be regarded as a recommendation to buy or sell any securities. TechInsights is not a stock analyst or investment advisor. You should contact a registered investment advisor as to the nature, potential, value or suitability of any particular investment action. No Information or TechInsights Content provided is investment advice and any such Information or TechInsights Content is just an opinion and is not tailored to the investment needs of any specific person.

10.3 Certain statements in the Website, Services, Reports, Information and/or TechInsights Content, other than statements of historical fact, and other written or oral statements made by TechInsights may be forward-looking. In some cases, you can identify forward-looking statements by terminology such as "may", "will", "should", "expects", "intends", "plans", "anticipates", "believes", "thinks", "estimates", "seeks", "predicts", "potential", and similar expressions. Although TechInsights believes that these statements are based on reasonable assumptions, they are subject to numerous factors, risks and uncertainties that could cause actual results and outcomes to be materially different from those stated or projected. Those factors, among others, could cause actual results and outcomes to differ materially from the results and outcomes stated or projected in, or implied by, the forward-looking statements. You should understand that forward-looking statements are not guarantees of results or outcomes. New risks and uncertainties arise from time to time, and TechInsights cannot predict those events or how they may affect You or Your Company. TechInsights does not have any intention or obligation to update forward-looking statements after the date of a Service or Report or Website page or regarding Information or TechInsights Content.

10.4 TECHINSIGHTS WILL USE REASONABLE COMMERCIAL EFFORTS TO KEEP THE WEBSITE AVAILABLE FOR ACCESS ON A 24 HOUR A DAY, 7 DAY A WEEK BASIS, SUBJECT TO SCHEDULED DOWNTIME FOR MAINTENANCE PURPOSES, UNSCHEDULED MAINTENANCE, AND SYSTEMS OUTAGES. TECHINSIGHTS RESERVES THE RIGHT, IN ITS SOLE DISCRETION, WITHOUT ANY OBLIGATION AND WITHOUT ANY NOTICE REQUIREMENT, TO CHANGE, IMPROVE OR CORRECT THE TECHINSIGHTS SERVICES, REPORTS, WEBSITE, INFORMATION OR TECHINSIGHTS CONTENT AND TO SUSPEND AND/OR DENY ACCESS TO THE WEBSITE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, UPGRADES, IMPROVEMENTS, OR CORRECTIONS. TECHINSIGHTS WILL USE REASONABLE COMMERCIAL EFFORTS TO SCREEN THE WEBSITE FOR INFECTION BY VIRUSES OR OTHER HARMFUL COMPONENTS BEFORE MAKING THE WEBSITE, SERVICES, REPORTS, INFORMATION OR TECHINSIGHTS CONTENT AVAILABLE. HOWEVER, TECHINSIGHTS CANNOT AND DOES NOT GUARANTEE CONTINUOUS, UNINTERRUPTED, OR SECURE ACCESS TO THE WEBSITE, OR THAT ANY SERVICE, REPORT, INFORMATION OR TECHINSIGHTS CONTENT WILL BE FREE OF VIRUSES OR OTHER INFECTION OR HARMFUL COMPONENTS. TECHINSIGHTS MAY CHANGE OR DISCONTINUE ANY ASPECT OF THE SERVICES, INFORMATION, TECHINSIGHTS CONTENT AND/OR REPORTS INCLUDING THE WEBSITE AT ANY TIME, INCLUDING ANY OF ITS CONTENT OR FEATURES.

10.5 The Information, TechInsights Content and opinions contained in the Website, Services and/or Reports were prepared by TechInsights. TechInsights has no obligation to tell You or Your Company when this Information, TechInsights Content and/or opinions change.

#### **11. Limitation of liabilities & Indemnification**

TECHINSIGHTS IS NOT LIABLE FOR ANY LOSS OR DAMAGE CLAIMED TO HAVE RESULTED FROM THE USE BY YOU OR YOUR COMPANY OF THE WEBSITE OR ANY SERVICES, REPORTS, INFORMATION OR TECHINSIGHTS CONTENT FURNISHED BY TECHINSIGHTS, REGARDLESS OF THE CIRCUMSTANCES. THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, AND LOSS OF PROGRAMS OR INFORMATION ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE, SERVICES, REPORTS, INFORMATION AND/OR TECHINSIGHTS CONTENT. YOU AND YOUR COMPANY AGREE TO HOLD TECHINSIGHTS HARMLESS FROM, AND TO INDEMNIFY IT FOR, ANY LOSS, COST, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' AND EXPERTS' FEES, SUFFERED OR INCURRED BY TECHINSIGHTS AS A RESULT OF, OR IN CONNECTION WITH YOUR OR YOUR COMPANY'S BREACH OF THIS AGREEMENT OR ANY CLAIM, SUIT OR ACTION BY ANY THIRD PARTY RELATING TO YOUR OR YOUR COMPANY'S USE OF THE WEBSITE, SERVICES, REPORTS, INFORMATION AND/OR TECHINSIGHTS CONTENT. IN NO EVENT WILL TECHINSIGHTS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, EVEN WHEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY DAMAGES IN EXCESS OF THE AMOUNT ACTUALLY RECEIVED BY TECHINSIGHTS UNDER THIS AGREEMENT DURING THE SUBJECT INVOICED SUBSCRIPTION PERIOD AS OF THE DATE WHEN THE CAUSE OF ACTION ACCRUED. YOU AND YOUR COMPANY AGREE THAT THESE LIMITATIONS ARE FAIR AND REASONABLE IN CONNECTION WITH THE ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF TECHINSIGHTS'S CHARGES FOR ACCESS TO THE WEBSITE, SERVICES, REPORTS AND/OR INFORMATION OR TECHINSIGHTS CONTENT.

#### **12. Governing law, etc.**

This Agreement shall be governed by the laws of the State of California, United States of America, without giving effect to the principles of conflict of laws thereof, and supersedes all prior agreements or understandings, written or oral, among any of the parties relating to the subject matter hereof, and incorporates the entire understanding of the parties with respect to such subject matter. Any claim, dispute or controversy arising under, related to, or otherwise concerning this Agreement shall be litigated solely in the California State Courts or Federal Court located in Santa Clara County, California. This Agreement may be amended, supplemented, or waived only by a written or electronic document or communication signed or sent by the party against whom the amendment, supplement or waiver is sought to be enforced. In the event that any of the provisions contained in this Agreement shall, for any reason, be declared or held to be unlawful, unenforceable or otherwise invalid in any respect, such term or provision shall be deemed modified to the extent necessary to make it enforceable, and in no event shall such declaration or holding affect the validity of any other provision of this Agreement, all of which provisions shall continue in effect in accordance with their terms. You and Your Company's rights and obligations under this Agreement may not be assigned or transferred (by merger, operation of law or in any other manner) without the prior written consent of TechInsights, which consent may be withheld in TechInsights' sole discretion. You acknowledge and agree that You have been authorized by Your Company to agree on Your Company's behalf to accept and bind Your Company to this Agreement by clicking the on-line acceptance and/or by accessing the Website, Services, Reports, Information or TechInsights Content. Subject to the foregoing, Your and Your Company's access to the Services, Reports, Website, Information and/or TechInsights Content shall be for the period or periods set forth in each invoice(s) sent by TechInsights to You or Your Company and which invoice(s) are paid in full by You or Your Company or as otherwise permitted by TechInsights for guests.

### **13. 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 Your Company notice of such election. Your 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.