

# DRAM QUARTERLY MARKET MONITOR

Memory Service - September 2020

*Improving market conditions in 2020 will result in rising prices and revenue for the DRAM market.*

## WHAT ABOUT THE DRAM QUARTERLY MARKET MONITOR?

### A full package:

The DRAM Quarterly Market Monitor and the Monthly Pricing Monitor include the following deliverables:

- Excel database with all historical and forecast data
- PDF slide deck with graphs and comments/analysis covering expected evolutions
- **Direct access to a Yole Développement analyst for one year, providing an opportunity for on-demand Q&A and discussions regarding trends, analyses, forecasts, and breaking news**

### Frequency:

Receive every quarter the updated Market Monitor documents and every month the updated Pricing Monitor documents

Get the sample of the monitor on [www.i-Micronews.com](http://www.i-Micronews.com)

## MEMORY IS NOW THE PRIMARY MARKET SEGMENT FOR SEMICONDUCTOR PRODUCTS

The hyper-growth of the memory market in 2017 - 2018 has positioned both DRAM and NAND memory as leading devices within the semiconductor market. With the memory markets significantly impacting the semiconductor industry in terms of profits, capex, and sales, Yole Développement is publishing two monitors covering the fast-moving DRAM and NAND markets. Beginning in 2018, Yole Développement began publishing world-class research, data, and insights covering

the memory markets in quarterly installments that analyze the evolution of the DRAM and NAND markets in terms of revenue, shipments, capex, and near-term price evolution, as well as demand per market segment, DRAM and NAND technology evolution, and detailed profiles of main suppliers. Yole Développement will also provide DRAM and NAND monthly pricing monitors to track the price evolution of key components and packaged solutions.

## MEGATRENDS ARE PUSHING MORE DRAM INTO PRODUCTS

The long-term megatrends boosting the entire semiconductor industry have a very positive impact on the memory market, especially DRAM. Mobile phone in general and the 5G revolution in particular, along with hyperscale data center, Artificial Intelligence (AI) and machine learning, and autonomous driving are all pushing DRAM adoption, with a CAGR of more than 20% for bit demand over the next five years.

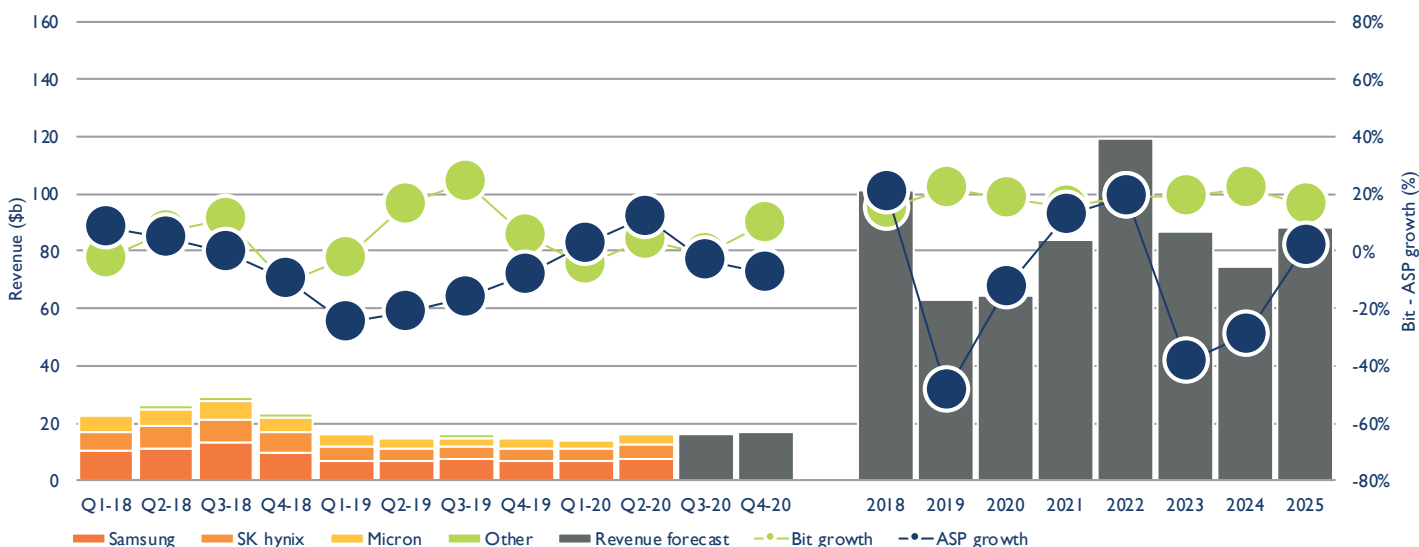
The DRAM market is constantly evolving and changing. The recent market volatility is clear evidence of this. New Chinese suppliers threaten

to eventually disrupt the market and emerging memory technologies are poised to cannibalize huge chunks of DRAM demand while the demand-drivers of the past (PCs and smartphones) lose steam and no longer push industry demand.

The DRAM market's future promises to be as dynamic as its past. Yole Développement's quarterly and monthly monitors will answer the pressing questions facing the industry, including:

- Will the three primary DRAM suppliers - Samsung, SK Hynix, and Micron - continue to manage supply and drive industry revenue to even higher levels?

DRAM market dynamics per quarter



- Will China’s entrance in the DRAM market disrupt the current market balance?
  - Will DRAM manufacturing’s enormous technical challenges and the lack of access to DRAM intellectual property prove too difficult for China to overcome?
  - What demand segments will emerge to compensate for the diminishing PC and smartphone categories?
  - How much farther will the DRAM roadmap extend? Is there a future beyond 14nm?
  - How will AI and machine learning impact DRAM demand and the technology roadmap?
  - Will autonomous vehicles meaningfully impact the DRAM market? If so, when?
  - Will DRAM capital expenditures continue their recent trend upwards, or will capital intensity climb too high and threaten supplier stability?
  - Will DRAM wafer demand push the overall semiconductor market into drastic undersupply?
  - Will HBM2 emerge as the dominant DRAM graphics technology?
  - When will LPDDR5 and DDR5 become available, and will they ever dominate the market?
  - Have the recent DRAM price increases hurt demand, or is DRAM demand-elasticity dead?
- Yole Développement provides its opinions and answers all of these questions on a quarterly basis with its DRAM Quarterly Market Monitor and DRAM Monthly Pricing Monitor.

**WHAT DO THE UPCOMING QUARTERS HOLD?**

Before the COVID-19 pandemic gripped the globe, 2020 was expected to be a much better year for the DRAM market than 2019. The pandemic is expected to mute DRAM demand somewhat and thereby weaken the recovery that was expected in 2020. Bit growth is expected to remain around 15% - 20% over the long-term: lower than

historical bit growth because of tech difficulties linked to shrinking lithography. As a direct impact, bit growth is becoming more expensive and more processing steps are needed with each migration node because of multi-patterning, and therefore more cleanroom space per wafer-out.

**DRAM market forecast**

	Q3-19	Q4-19	Q1-20	Q2-20	Q3-20	Q4-20	Q1-21	Q2-21	Q3-21	Q4-21	Q1-22	Q2-22	2019	2020	2021	2022	2023	2024	2025	
Revenue (\$m)	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX
% Change	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%
Shipments (m GB)	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX	XX
% Change	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%
ASP (\$/GB)	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX	\$XX
% Change	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%	X%

(Yole Développement, September 2020)

**DRAM QUARTERLY MARKET MONITOR AND MONTHLY PRICING MONITOR - CONTENT**

The DRAM Quarterly Market Monitor and DRAM Monthly Pricing Monitor contain all of the data related to DRAM revenue per quarter, DRAM shipments, pricing per DRAM type, near and long-term revenue, market share per quarter, capex per company, and market demand/supply forecast, as well as a complete analysis and details of the demand side with a deep dive into data centers, mobile, automotive, graphics, and PC. For the top seven players (Micron, Nanya, Powerchip, Samsung, SK Hynix, and Winbond), the DRAM Quarterly Market Monitor provides a detailed analysis of capex, shipments, wafer

production per technology (process mix) and per fab, as well as the expected impact of DRAM technology changes. The DRAM Quarterly Market Monitor and the Monthly Pricing Monitor include the following deliverables:

- Excel database with all historical and forecast data
- PDF slide deck with graphs and comments/analysis covering expected evolutions
- Direct access to a Yole Développement analyst for one year, providing an opportunity for on-demand Q&A and discussions regarding trends, analyses, forecasts, and breaking news.

**COMPANIES MONITORED IN THE PRODUCT (non exhaustive list)**

Micron, Nanya, Powerchip, Samsung, SK Hynix, Winbond, and more...

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**DRAM Quarterly Market Monitor (PPT file)**

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- > Nanya shipments
- > Winbond shipments
- > Powerchip shipments
- > CXMT shipments
- > Other shipments

A complete Excel file with the analysis' numerical data is included with the PPT presentation

**DRAM Monthly Pricing Monitor (Excel file)**

Monthly price evolution looking back six months and forward 12 months:

**Mobile DRAM (\$/unit)**

- > LPDDR2 8Gb
- > LPDDR2 16Gb
- > LPDDR3 8Gb
- > LPDDR3 12Gb
- > LPDDR3 16Gb
- > LPDDR3 24Gb
- > LPDDR4 16Gb
- > LPDDR4 32Gb
- > LPDDR4 48Gb

**Server DRAM (\$/unit)**

- > DDR3 2GB R-DIMM
- > DDR3 4GB R-DIMM
- > DDR3 8GB R-DIMM
- > DDR3 16GB R-DIMM
- > DDR4 8GB R-DIMM
- > DDR4 16GB R-DIMM
- > DDR4 32GB R-DIMM
- > DDR4 64GB R-DIMM

**PC DRAM**

- > DDR3 1GB DIMM
- > DDR3 2GB DIMM
- > DDR3 4GB DIMM
- > DDR3 8GB DIMM
- > DDR4 4GB DIMM
- > DDR4 8GB DIMM

**Components**

- > SDR 16Mb
- > SDR 64Mb
- > DDR 256Mb
- > DDR 512Mb
- > DDR2 512Mb
- > DDR2 1Gb
- > DDR3 1Gb
- > DDR3 2Gb
- > DDR3 4Gb
- > DDR4 4Gb
- > DDR4 8Gb
- > DDR4 16Gb
- > DDR4 32Gb

**KEY FEATURES OF THE MONITOR**

- Market forecast through 2025 in Gb, US\$, units, wafers, \$/Gb
- Supplier market shares (Micron, Nanya, Powerchip, Samsung, SK Hynix, Winbond) from 2015 to present by revenue (US\$), bit shipments (Gb), geography (US\$), segment (US\$), average selling price (\$/Gb)
- Demand forecast through 2025 by category (PC, data center, mobile, consumer, Auto...) in units, revenue (US\$), bit demand (Gb)
- Production forecast through 2025 by supplier for wafer production (wpm, by Fab), bit production (Gb, by Fab), process mix (% of wafers), average process node (nm, bit basis & wafer basis), average Gb per wafer



**AUTHOR**

**Mike Howard** is member of the memory team at Yole Développement (Yole) as VP of DRAM and Memory Research within the Semiconductor & Software division.

Mike is a daily contributor to the business development of memory activities with a special focus on the DRAM industry. Mike's mission at Yole, is to propose a comprehensive understanding of the entire memory and semiconductor markets, with a dedicated collection of market updates, Market Monitors and Pricing Monitors. Mike developed a broad DRAM memory expertise with a relevant combination of industrial and market research experiences. Prior his position as Senior Director of DRAM and Memory Research for more than a decade, Mike served at Micron Technology. He had several roles in corporate development, marketing, and as photolithography engineer in R&D. Mike earned a Master of Business Administration at The Ohio State University (United-States), a Bachelor of Science in Chemical Engineering as well as a Bachelor of Arts in Finance at the University of Washington (Washington, United-States).

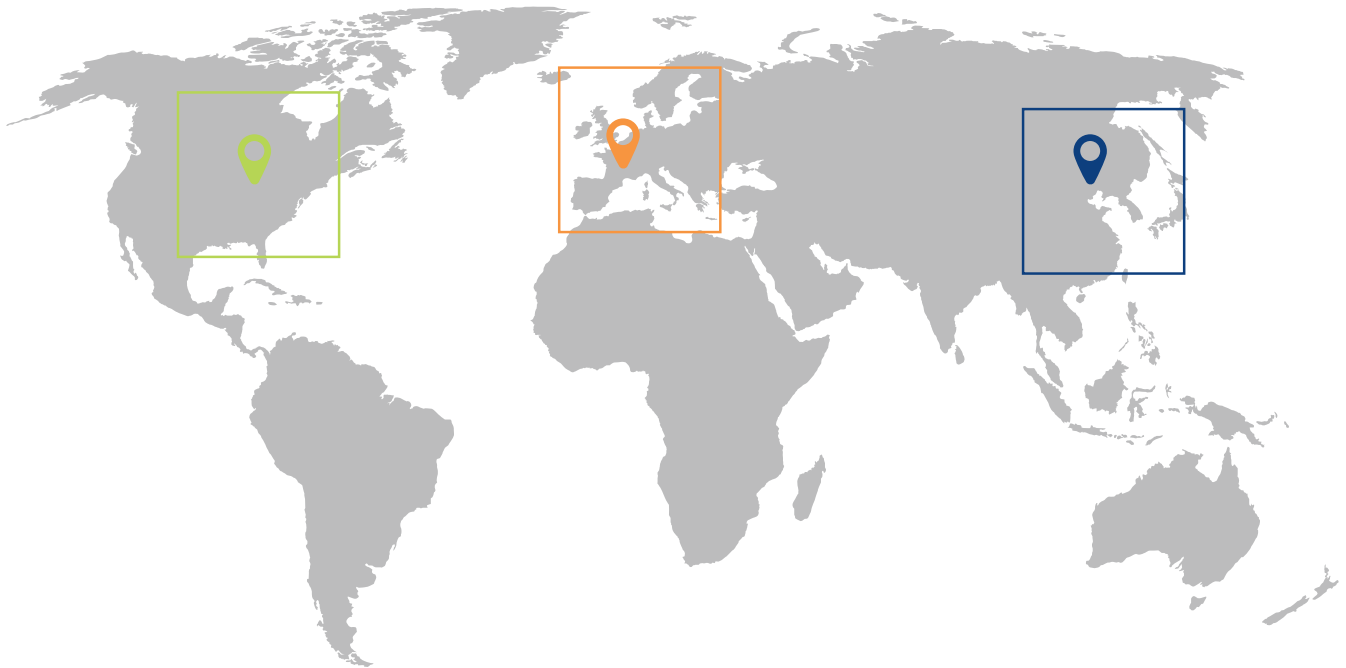
**RELATED REPORTS, MONITORS & TRACKS**



- NAND Quarterly Market Monitor - Memory Service
- Emerging Non-Volatile Memory 2020
- Status of the Memory Industry 2020
- Application Processor Quarterly Market Monitor - Computing Service
- Advanced Packaging Quarterly Market Monitor - Packaging Service
- Teardown Tracks - by System Plus Consulting

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## ABOUT YOLE DEVELOPPEMENT

Founded in 1998, Yole Développement (Yole) has grown to become a group of companies providing marketing, technology and strategy consulting, media and corporate finance services, reverse engineering and reverse costing services and well as IP and patent analysis. With a strong focus on emerging applications using silicon and/or micro manufacturing, the Yole group of companies has expanded to include more than 120 collaborators worldwide covering MEMS and image sensors, Compound semiconductors, RF Electronics, Solid-state lighting, Displays, Software, Optoelectronics, Microfluidics & Medical, Advanced Packaging, Manufacturing, Power Electronics, Batteries & Energy Management and Memory.

The “More than Moore” market research, technology and strategy consulting company Yole Développement, along with its partners System Plus Consulting, PISEO and Blumorpho, supports industrial companies, investors and R&D organizations worldwide to help them understand markets and follow technology trends to grow their business.

### CONSULTING AND ANALYSIS

- Market data & research, marketing analysis
- Technology analysis
- Strategy consulting
- Reverse engineering & costing
- Patent analysis
- Design and characterization of innovative optical systems
- Financial services (due diligence, M&A with our partner)

More information on [www.yole.fr](http://www.yole.fr)

### MEDIA & EVENTS

- i-Micronews.com website, application & related e-newsletter
- Communication & webcast services
- Events: TechDays, forums...

More information on [www.i-Micronews.com](http://www.i-Micronews.com)

### REPORTS & MONITORS

- Market & technology reports
- Market, reverse technology and patent quarterly monitors
- Patent investigation and patent infringement risk analysis
- Structure, process and cost analysis and teardowns
- Cost simulation tool

More information on [www.i-micronews.com/reports](http://www.i-micronews.com/reports)

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- Public Relations: Sandrine Leroy ([sandrine.leroy@yole.fr](mailto:sandrine.leroy@yole.fr))



Definitions: **“Acceptance”**: Action by which the Buyer accepts these General Terms and Conditions of Sale in their entirety. It is done by signing the purchase order which states “I hereby accept Yole Développement’s General Terms and Conditions of Sale”.

**“Buyer”**: Any business user (i.e. any person acting in the course of its business activities for its business needs) placing an order pursuant to these General Terms and Conditions of Sale, with the exclusion of any individual consumer acting for his/her sole personal interest.

**“Seller”**: Headquartered in Villeurbanne (France), Yole Développement provides marketing, technology and strategy consulting, media and corporate finance services, reverse engineering/costing services as well as IP and patent analysis. With dedicated teams of technology & market analysts, Yole Développement operates worldwide with the key industrial companies, R&D institutes and investors to help them understand the market and technology trends.

**“Contracting Parties”** or **“Parties”**: The Seller on the one hand and the Buyer on the other hand.

**“Intellectual Property Rights”** (“IPR”) means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

#### “Products”

Our products can be bought either on a unit basis or as a bundled offer (i.e. subscription for a period of 12 calendar months).

#### “Report”

Reports are established in PowerPoint and delivered in a PDF format with an additional Excel file. 30 min of Q&A session with an analyst/author can be included for all purchased reports (except the ones bought as a one user license). More time can be allocated on a fee basis.

#### “Monitor”

Monitors are established and delivered in Excel. An additional PDF can also be added. Q&A with an Analyst is possible for each monitor (except where specified otherwise). Frequency of the release vary according to the monitor or service (quarterly and monthly). All monitor products are eligible for a Corporate License.

#### “Tracks”

Yearly subscription to access a web-based interactive portal to view features and specs of a device or component based on a complete turnaround process.

#### “License”

For the reports 3 different licenses are proposed. Buyer has to choose one license type:

- One User License: The report is intended for only one identified user at the Company purchasing the report - Sharing is strictly forbidden
- Multi-User License: The report can be shared by an identified user at the Company purchasing the report with an unlimited number of employees of said Company, working in the country where the identified user is based. No rights are granted to any employees of any Subsidiaries or Joint Ventures of the Company.
- Corporate License: The report or monitor can be shared by an identified user of the Company purchasing the report with an unlimited number of employees of said Company on a global basis. Subsidiaries controlled by the Company are included, however Joint Ventures involving the Company are excluded.

**DISCLAIMER:** Notwithstanding the fact that certain persons within an organisation may be entitled to access a report pursuant to a Multi-User or a Corporate License, Yole Développement shall in no event incur any liability in any form whatsoever, if Yole Développement should sell one or more licenses directly to any such persons.

#### 1. SCOPE

1.1 Both Contracting Parties undertake to comply with these General Terms and Conditions of Sale.

**ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, ARE DEEMED WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER, AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.**

1.2 These General Terms and Conditions of Sale shall be deemed valid and enforceable between the Contracting Parties after acceptance of an order from the Buyer by the Seller pursuant to Article 1.3 below. For such purpose, the Buyer, when signing the purchase order which mentions “I hereby accept Yole Développement’s Terms and Conditions of Sale” is deemed to have fully and unequivocally accepted these Terms and Conditions of Sale.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email. In the absence of any confirmation in writing, no order shall be deemed to have been accepted.

#### 2. MAILING OF THE PRODUCTS

2.1 Products are sent by email to the Buyer after Seller’s confirmation:

- Within a few days from the Seller’s confirmation of the order for Products already released and paid; or
- Within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 The Seller shall by no means be responsible for any delay pursuant to Article 2.1 above, in particular in cases where a new event or access to new contradictory information would require the Seller analyst to dedicate extra time to compute or compare the data in order to enable the Seller to deliver a high quality Product.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in Article 3 above.

2.4. The mailing is operated through electronic means either by email via the sales department or automatically online via an email/password. The Buyer is responsible for ensuring that the Buyers platform has the required capacities and authorisations to receive the Product(s) emailed by the Seller. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that the Seller is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity with the order. Any claim for apparent defects or for non-conformity shall be sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior written notification from the Buyer to the Seller, even in case of delayed delivery. Any Product returned to the Seller without the Buyer providing prior notification to the Seller as required under Article 2.5 above shall remain at the Buyer’s risk. In no event shall the Seller incur any liability for Products erroneously ordered by the Buyer, or for any request from the Buyer to replace a Product previously ordered by a different Product.

#### 3. PRICE, INVOICING AND PAYMENT

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are deemed to be inclusive of all taxes applicable in the country where the Seller is based (except for France where VAT will be added). The prices are re-evaluated from time to time by the Seller. The effective price is deemed to be the one applicable at the time of the order.

3.2 Payments due by the Buyer shall be sent by cheque payable to Yole Développement, or made by credit card or by electronic transfer to the following account:

HSBC, 1 place de la Bourse 69002 Lyon France  
Bank code: 30056  
Branch code: 00170  
Account n°: 0170 200 1565 87  
BIC or SWIFT code: CCFRFRPP  
IBAN: FR76 3005 6001 7001 7020 0156 587

To secure the payments due to the Seller, the Seller reserves the right to request down payments from the Buyer. In such case, the need for a down payment will be mentioned on the corresponding order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except as otherwise specifically agreed in writing by the Buyer and the Seller. If the Buyer fails to pay at the due date and fails to request and obtain from the Seller a payment extension, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the “BCE” + 7 points, in accordance with article L.441-6 of the French Commercial Code.

3.4 The Seller publications (reports, monitors, tracks...) are due for delivery only after receipt by the Seller of any payment due by the Buyer prior to delivery.

3.5 In the event of termination of the contract by the Seller attributable to Buyer misconduct during the contract, the Seller will have the right to invoice all work performed at the time of termination, and to take legal action for damages.

#### 4. LIABILITIES

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for the choice of the Products purchased as well as for the use and interpretations the Buyer makes of the documents it purchases, of the results the Buyer obtains, and of the advice and acts the Buyer bases thereon .

4.2 In no event shall the Seller be liable for:

- a) Damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of a Product or the use of or the inability by the Buyer to use the Seller’s website, or any information provided on the website, or contained in a Product;
- b) Any claim attributable to errors, omissions or other inaccuracies in a Product or interpretations thereof.

4.3 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.

4.4 Any Product that the Seller sells may, upon prior notice to the Buyer from time to time be modified by Seller or substituted with a similar Product meeting the needs of the Buyer. Such modification shall not lead to any liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.

4.5 In the case where, after inspection, it is acknowledged that a Product contain defects, the Seller undertakes to replace the defective product to the extent reasonably feasible and without indemnification or compensation of any kind for labour costs, delays, loss caused or any other reason being due by the Buyer . This undertaking from the Seller shall be effective for a maximum of two months starting from the delivery date but shall not be applicable in the event of force majeure as described in Article 5 below.

4.6 The deadlines that the Seller is asked to provide for the mailing of a Product are given for information purposes only and are not guaranteed. If such deadlines are not met, this shall not, without the agreement of the Seller lead to any claim for damages or right of cancellation of one or more orders by the Buyer, except for non-acceptable delays exceeding [3] months from the stated deadline. In such case only i.e. only in the event of a delay exceeding (3) months from the stated deadline the Buyer shall be entitled to ask for a reimbursement of any down payment previously made to the Seller, to the exclusion of any other damages.

4.7 The Seller does not make any warranties, express or implied, including, without limitation, those of sale ability and fitness for a particular purpose, with respect to any Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making Products available, the Seller cannot guarantee that any Product will be free from infection.

#### 5. FORCE MAJEURE

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labour difficulties, epidemics, major health event (e.g. Corona virus), equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not attributable to the fault of the Seller.

#### 6. PROTECTION OF THE SELLER’S IPR

6.1 All the IPR attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.

6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish a Product, or any part of it to any other party other than employees of the Buyer Company (and only in the country of the Primary User for Multi-User Licenses). The Buyer shall have the right to use Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use any Product for purposes such as:

- Information storage and retrieval systems;
- Recordings and re-transmittals over any network (including any local area network);
- Use in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- Posting any Product to any other online service (including bulletin boards or the Internet);
- Licensing, leasing, selling, offering for sale or assigning a Product or any derivative thereof.

6.3 If the Buyer would like to use data coming from a Product for presentations, press announcements and any other projects, the Buyer needs to contact Yole Développement’s Public Relations Director (info@yole.fr) to get an official authorization and confirm that the data are up to date. In return the Seller will make sure to provide up-to-date data under a suitable public format.

6.4 The Buyer shall be solely responsible towards the Seller for any infringement of the obligation described in Article 6.3 above, whether such infringement originates from the Buyer’s employees or any person to whom the Buyer has sent the Products. Furthermore, the Buyer shall initiate and personally take care of any related proceedings in coordination with the Seller, and the Buyer shall bear the related financial consequences in their entirety.

6.5 The Buyer shall define within its Company an identified user who shall serve as a contact person for the License purchased by the Buyer. This person will be the recipient of each new report. This person shall also be responsible on behalf of the Buyer, for compliance with all copyrights and other obligations relating to the protection of the Seller’s IP rights and general compliance with the terms of the License purchased by the Company. In the context of Bundle and Annual Subscriptions, the contact person shall decide within the Buyer which person(s) shall be entitled to receive the protected link that will allow the Buyer to access the Products.

6.6 It is acknowledged and accepted by the Buyer that whether purchased in the form of Bundles or Annual Subscription, all unselected reports will be deemed cancelled and lost after a period of 12 month following acceptance of the corresponding order by the Seller in accordance with provisions of Article 1.3 above .

6.7 It is further acknowledged and agreed by the Buyer that any investor in the Buyer Company, any external consultant of the Buyer Company or any joint venture done with a third party in which the Buyer Company is involved , is not entitled to use a Product, without paying to the Seller the full price for a license to the required Product..

#### 7. TERMINATION

If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be incurred by the Seller, pursuant to such cancellation or postponement.

#### 8. MISCELLANEOUS

8.1 All the provisions of these General Terms and Conditions of Sale are for the benefit of the Seller, but also for that of its licensors, resellers and agents. Each of them is entitled to assert and enforce these provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing and shall be effective upon receipt by the other Party.

8.2 The Seller may, from time to time, update these General Terms and Conditions of Sale, and the Buyer, shall be deemed to have accepted the latest version of such General Terms and Conditions of Sale, once they have been duly communicated to the Buyer by the Seller.

#### 9. GOVERNING LAW AND JURISDICTION

9.1 Any dispute arising out or linked to these General Terms and Conditions of Sale or to any Licenses or Products purchased in application thereof shall be submitted to the French Commercial Court of Lyon, which shall have exclusive jurisdiction upon such issues.

9.2 French law (without reference to any applicable conflict of law provisions) shall apply to these General Terms and Conditions of sale and any agreement between the Buyer and the Seller made pursuant thereto.