

COMPOUND SEMICONDUCTOR QUARTERLY MARKET MONITOR

Compound Semiconductor Service - December 2020

While EV/IHEV and consumer fast charger applications boost the power SiC and GaN markets, 5G smartphone and telecom infrastructure markets will drive the GaAs and GaN RF businesses.

WHAT ABOUT THE COMPOUND SEMICONDUCTOR QUARTERLY MARKET MONITOR ?

A full package:

The Compound Semiconductor Quarterly Market Monitor includes the following deliverables:

- Excel database with quarterly update on historical and forecast data
- PDF slide deck with graphs and comments/analysis covering expected evolutions
- **Direct access to a Yole Développement analysts 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

Get the sample of the monitor on www.i-Micronews.com

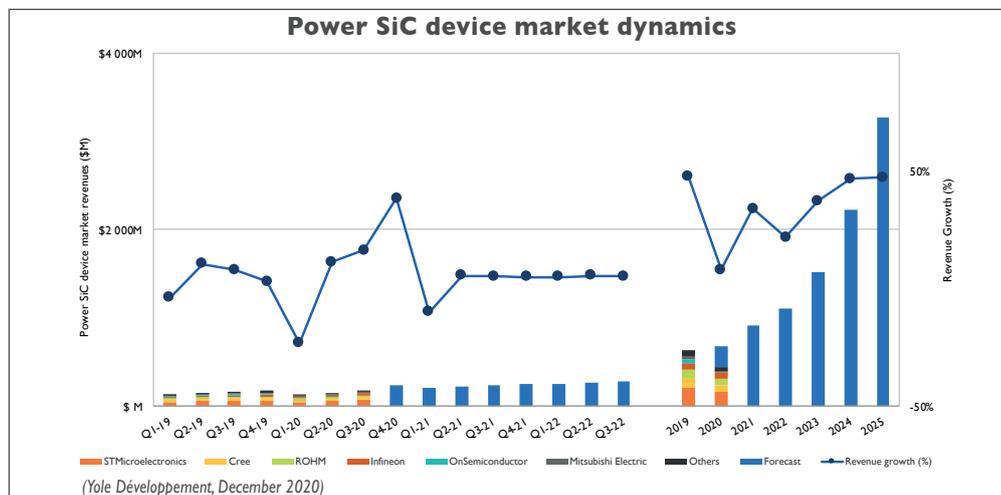
SIC AND GAN HAVE BECOME KEY SEGMENTS IN THE POWER SEMICONDUCTOR INDUSTRY

In competition with silicon, SiC and GaN have made remarkable progress in the power electronics business over the last decade. Following Tesla's adoption of SiC in its main inverter, automotive has become the killer application for SiC. Since then, SiC has entered the priority list of almost all carmakers. While BYD has also chosen SiC in its premium models in 2020, Audi, Volkswagen, and Hyundai are expected to adopt SiC in their next generation models. Despite the global slowdown in H1-2020 due to the Covid-19 outbreak, design wins for SiC solutions have recently multiplied, with a bright market outlook for 2019-2025 period.

For the GaN power market, the adoption of GaN HEMTs for Oppo's in-box fast charger at the end of 2019 boosted the penetration of this wide bandgap material. Indeed, several phone makers such as Vivo, Realme and Meizu rushed to adopt

GaN-based in-box fast chargers for their flagships released in early 2020. Also other players, such as Samsung and Xiaomi, have opted for GaN accessory chargers. The GaN journey has just started with the end-consumer mass market where it will gain volume production. In a few years, it will also expand in the automotive and industrial market.

Facing a fast-evolving market and the pandemic crisis in 2020, Yole Développement (Yole) is publishing a monitor containing world-class research, data, and insights pertaining to compound semiconductor (CS) markets in quarterly instalments. This monitor analyses the CS markets' evolution in terms of revenue, shipments, and price, as well as market forecast per market segment, CS device, wafer and epiwafer market dynamics.



5G SMARTPHONE AND TELECOM INFRASTRUCTURE DRIVE THE RF GAN AND GAAS MARKETS

In the dynamic 5G infrastructure market, deployment of higher frequencies in the sub-6GHz as well as in the mm-wave regimes has pushed manufacturers to look for more efficient antenna technology platforms. In the Remote Radio Head (RRH) and active antenna systems, GaN has become a serious competitor to silicon LDMOS and GaAs. Driven by GaN-on-SiC devices' implementation in the 5G sub-6GHz RRH, RF GaN device market revenue is expected to reach \$2.5B by 2025. Even though, as of Q4-2020, GaN-on-Si remains in small volume manufacturing, it brings

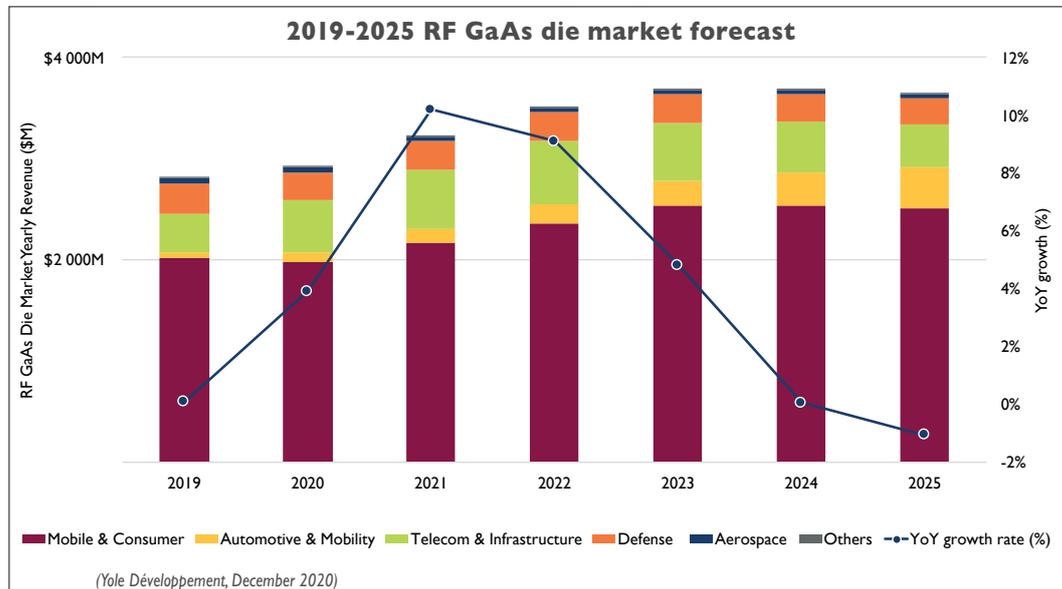
benefits such as cost-efficiency, large wafer size and a scalable substrate supply chain. This makes it interesting for 5G telecom and radio frequency front end (RFFE) applications.

On the other hand, GaAs is the main building block for 3G and 4G handset power amplifiers (PAs). With the transition to 5G, it will continue its significant deployment in sub-6GHz phones, as the GaAs PA meets the stringent requirements for power and linearity in the RFFE handset module. Also, the newly released WiFi6E standard will go to frequencies higher than 6GHz,

where SiGe performance is limited and GaAs adoption is favourable. In the automotive market, connected vehicles and V2X will become standard features by 2022, increasing the RF GaAs market in the mid-long term. The expected increase of GaAs PA count per phone in the RFFE and connectivity and the demand for 5G phones and connected vehicles will drive the RF GaAs die market beyond \$3.6B by 2025.

When can GaN PAs enter handsets? What impact has the US-China trade tensions had on the RF GaN and RF GaAs market? What are the device players' strategies in the emerging RF GaN and RF GaAs businesses? What is the impact of the Covid-19 outbreak on the RF business?

Yole will provide answers to these questions and detailed profiles and analyses of main suppliers on a quarterly basis.



CS QUARTERLY MARKET MONITOR - CONTENT

The CS Quarterly Market Monitor contains all of the data related to power SiC, power GaN, RF GaAs and RF GaN device revenue per quarter, n-type and semi-insulating SiC wafer and SiC/GaN/GaAs epiwafer shipments and revenue, near and long-term revenue. It also includes a complete analysis and details of the market forecast, with a deep dive into automotive, consumer, telecom and infrastructure, energy, industrial and defence markets.

Yole is following the suppliers across the supply chain within Power SiC and GaN industries. For the top players for SiC, including STMicroelectronics, Wolfspeed/Cree, ROHM, Infineon, ON Semiconductor, Mitsubishi Electric, Showa Denko, II-VI and others, and GaN, including Infineon, EPC, Power Integrations, Transphorm, GaN Systems, Navitas, IQE and others, the CS Quarterly Market Monitor furnishes a detailed analysis of their revenue. The CS Quarterly Market Monitor also includes the detailed analysis of the suppliers across the supply chain for RF GaAs, including Skyworks, Qorvo, Murata, Broadcom, IQE, VPEC, Freiberger

Compound Materials, Sumitomo Electric, AXT and others, and RF GaN, including Sumitomo Electric Device Innovations, Qorvo, Wolfspeed/Cree, IQE, II-VI and others.

The following deliverables are included:

- Excel database with all historical and forecast data
- PDF slide-deck with graphs and comments/analysis regarding expected evolution
- 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.

The CS monitor is expected to have three modules. For the Q3 2020 version, the monitor includes the module of power electronics devices for power SiC and power GaN and a second module covering RF devices, specifically RF GaAs and RF GaN. A third module covering photonics devices, specifically GaAs and InP laser diodes, will be released in the coming quarters. The content of the monitor, such as the players that are monitored, will evolve according to the feedback received from our customers.

Die Market Revenues														
Die Market Revenues: Quarterly updated														
Die Revenues (in \$M)	Q1-19	Q2-19	Q3-19	Q4-19	Q1-20	Q2-20	Q3-20	Q4-20	Q1-21	Q2-21	Q3-21	Q4-21	Q1-22	Q2-22
Skyworks	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Qorvo	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Broadcom	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Murata	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Others	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Forecast	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Total	x													
Revenue growth Q/Q (%)	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Revenue growth QoQ (%)	x	x	x	x	x	x	x	x	x	x	x	x	x	x

(Yole Développement, December 2020)

KEY FEATURES

- Covid-19 impact analysis
- Quarterly update of the data
- Market forecast through 2025 in M\$US for devices, wafers and epiwafers and units for wafers and epiwafers for Power SiC, Power GaN, RF GaAs and RF GaN applications
- Market forecast through 2025 by market segment including automotive, consumer, telecom and energy in M\$US revenue
- Market forecast breakdown by technology including discrete, module and wafer size
- Market players at device, epiwafer and wafer level for Power SiC and Power GaN including STMicroelectronics, Cree, ROHM, Infineon, ON Semiconductor, Mitsubishi Electric, Showa Denko and II-VI for SiC and Infineon, EPC, Power Integrations, Transphorm, GaN Systems, Navitas and IQE for GaN, from 2019 to present by M\$US revenue
- Market players at device, epiwafer and wafer level for RF GaAs and RF GaN including Skyworks, Qorvo, Murata, Broadcom, IQE, VPEC, Freiberger Compound Materials, Sumitomo Electric and AXT for SiC and Sumitomo Electric Device Innovations, Qorvo, Wolfspeed/Cree, IQE and II-VI for GaN from 2019 to present by M\$US revenue

COMPANIES MONITORED IN THE PRODUCT (non exhaustive list)

STMicroelectronics, Wolfspeed/Cree, ROHM, Infineon, ON Semiconductor, Mitsubishi Electric, Showa Denko, II-VI, EPC, Power Integrations, Transphorm, GaN systems, Navitas, IQE, Skyworks, Qorvo, Murata, Broadcom, VPEC, Freiberger Compound Materials, Sumitomo Electric, AXT, Sumitomo Electric Device Innovations (SEDI) and more.

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Module I & II market overview

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- > Open epiwafer and wafer shipment
- > Open epiwafer and Wafer pricing
- > Device, open epiwafer and wafer market revenue

Module I & II market applicative segment

- > Device market forecast per segment and share
- > Open epiwafer market per segment and share
- > Wafer market per segment and share

Module I & II technology

- > Device market projection by device type (M\$)
- > Bare die device market projection by technology (M\$)
- > Wafer market projection by wafer size (M\$ and Units)
- > Open epiwafer market projection by wafer size (M\$ and Units)

Power SiC market players

- > STMicroelectronics - Power SiC device revenue
- > Wolfspeed/CREE - Power SiC device revenue
- > ROHM - Power SiC device revenue
- > Infineon - Power SiC device revenue
- > ON Semiconductor - Power SiC device revenue
- > Mitsubishi Electric - Power SiC device revenue
- > Showa Denko - Power SiC epiwafer revenue

- > CREE - Power SiC epiwafer revenue
- > II-VI - Power SiC wafer revenue

Power GaN market players

- > Infineon - Power GaN device revenue
- > EPC - Power GaN device revenue
- > Power Integrations - Power GaN device revenue
- > Transphorm - Power GaN device revenue
- > GaN Systems - Power GaN device revenue
- > Navitas - Power GaN device revenue
- > IQE - Power GaN epiwafer revenue

RF GaAs market players

- > Skyworks - RF GaAs die revenue
- > Qorvo - RF GaAs die revenue
- > Murata - RF GaAs die revenue
- > Broadcom - RF GaAs die revenue
- > IQE - RF GaAs epiwafer revenue
- > VPEC - RF GaAs epiwafer revenue
- > Freiberger Compound Materials - RF GaAs wafer revenue
- > Sumitomo Electric - RF GaAs wafer revenue
- > AXT - RF GaAs wafer revenue

RF GaN market players

- > SEDI - RF GaN device revenue
- > Qorvo - RF GaN device revenue
- > Wolfspeed/CREE - RF GaN device revenue
- > IQE - RF GaN epiwafer revenue
- > Wolfspeed/CREE - RF GaN epiwafer revenue
- > II-VI - Semi-insulating SiC wafer revenue
- > Wolfspeed/CREE - Semi-insulating SiC wafer revenue



AUTHORS

Ahmed Ben Slimane, PhD. is a Technology & Market Analyst, specialized in Compound Semiconductors and Emerging Substrates at Yole Développement (Yole). As part of the Power & Wireless team, Ahmed is contributing to the development of dedicated collection of compound semiconductors market & technology reports and monitor. During his career, Ahmed Ben Slimane proposed lot of presentations towards an international audience. He authored/co-authored more than 20 publications in the semiconductor field and submitted a patent on the III-V hetero-structure for PV industry. Ahmed obtained his Master Degree in Electronics Engineering from INPG (Grenoble, FR).



Ezgi Dogmus, PhD. is Team Lead Analyst in Compound Semiconductor & Emerging Substrates activity within the Power & Wireless Division at Yole Développement (Yole). She is managing the expansion of the technical expertise and the market know-how of the company. In addition, Ezgi actively assists and supports the development of dedicated collection of market & technology reports, monitor as well as custom consulting projects. After graduating from University of Augsburg (Germany) and Grenoble Institute of Technology (FR), Ezgi received her PhD. in Microelectronics at IEMN (FR).



Poshun Chiu is a Technology & Market Analyst specializing in Compound Semiconductor and Emerging Substrates at Yole Développement (Yole). As a member of the Power Electronics & Wireless division at Yole, Poshun focuses on power, RF, and optoelectronics. He is engaged in the development of technology and market reports and is also involved in custom projects. Poshun received an MSc degree in Microelectronics from National Cheng Kung University (TW) and an MBA from IESEG School of Business(FR).

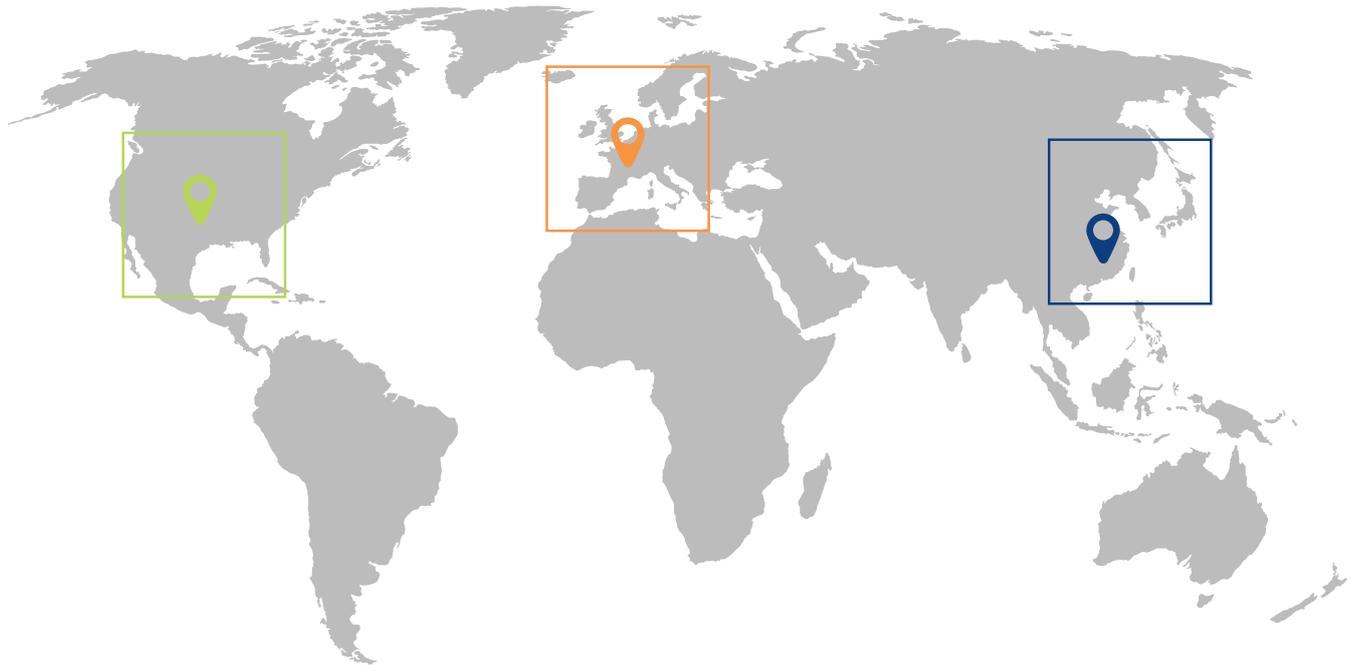
RELATED REPORTS, MONITORS & TRACKS



- GaN RF Market: Applications, Players, Technology and Substrates 2020
- GaAs Wafer and Epiwafer Market: RF, Photonics, LED, Display and PV Applications 2020
- Power GaN 2019: Epitaxy, Devices, Applications & Technology Trends
- Power SiC: Materials, Devices and Applications 2020

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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

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- Structure, process and cost analysis and teardowns
- Cost simulation tool

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- Public Relations: Sandrine Leroy (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.