

ADVANCED PACKAGING RESEARCH

Packaging Service - December 2020

Flip chip packaging and Wafer level packaging reach new heights crossing \$12 B threshold by 2025 amid coronavirus pandemic as global demand for semiconductor devices soars to new high.

WHAT ABOUT ADVANCED PACKAGING QUARTERLY MARKET MONITOR?

A full package:

The Advanced Packaging Quarterly Market Monitor includes 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

Monitored platforms:

- Fan-out/Fan-In/3D Stacked/FCBGA Packages (Currently available)
- fcCSP (available in Q1 2021)

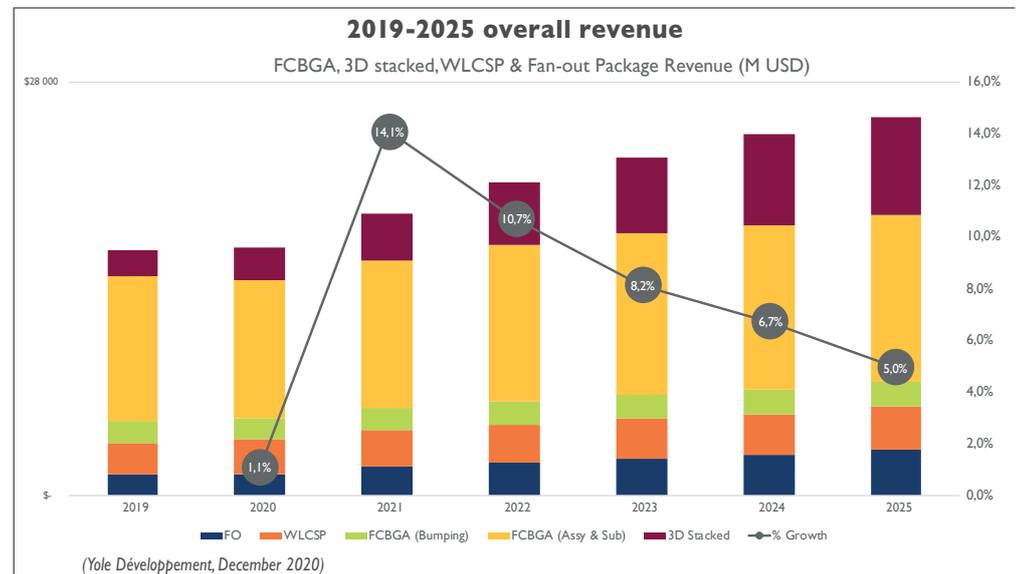
Get the sample of the monitor on www.i-Micronews.com

FCBGA PACKAGING REVENUE REACH NEW HEIGHTS AS DEMAND FOR SERVERS, AI, AND NETWORKING SKYROCKETS AMID GLOBAL CORONAVIRUS PANDEMIC

FCBGA packages are expected to reach 1.1B units in 2020 with 2% CAGR over the next five years. FCBGA packages are employed for Client and Server CPUs, GPUs, many networking ASIC applications, and automotive modules. Traditionally FCBGA packages have been used in Client desktop, laptop CPU and server CPU applications with high demand of HDI (High density interconnect) substrate. Over the years, FCBGA packaging market has expanded to GPUs, FPGAs, and many networking ASIC devices in addition to automotive multi-chip modules (MCMs). FCBGA packages also play role in 2.5D interposer-based solutions and embedded bridge type packages as server infrastructure demand is expected to soar in coming years in addition to automotive growth in infotainment (IVI) and ADAS applications. FCBGA solution is typically comprised of HDI

substrate typically ranging in 35x35 or larger with logic type die with many I/Os requiring advanced flip chip attach process with underfill and thermal solution such as integrated heat spreader and thermal solution. FCBGA revenue is expected to surpass \$10B by 2025.

Yole Développement will begin publishing, in quarterly instalments, a monitor containing world-class research, data, and insights pertaining to advanced packaging markets. This monitor will analyse the FCBGA, 3D Stacked packages, and wafer level based package market's evolution in terms of revenue, shipments, capex, market pricing, capacity, application & process technology mix, and supplier market share. In the future, Yole Développement will extend its coverage to fcCSP & System in Package (SiP) form factors as well.



WAFER LEVEL PACKAGING PLATFORMS SUCH AS WLCSP AND FAN-OUT PACKAGING SERVE MOBILE & CONSUMER MARKETS AND HIGH-END SERVER APPLICATIONS AS FOUNDRY AND IDM PLAYERS CONTINUE TO PLAY ACTIVE ROLE IN THIS EVER EVOLVING ECO-SYSTEM

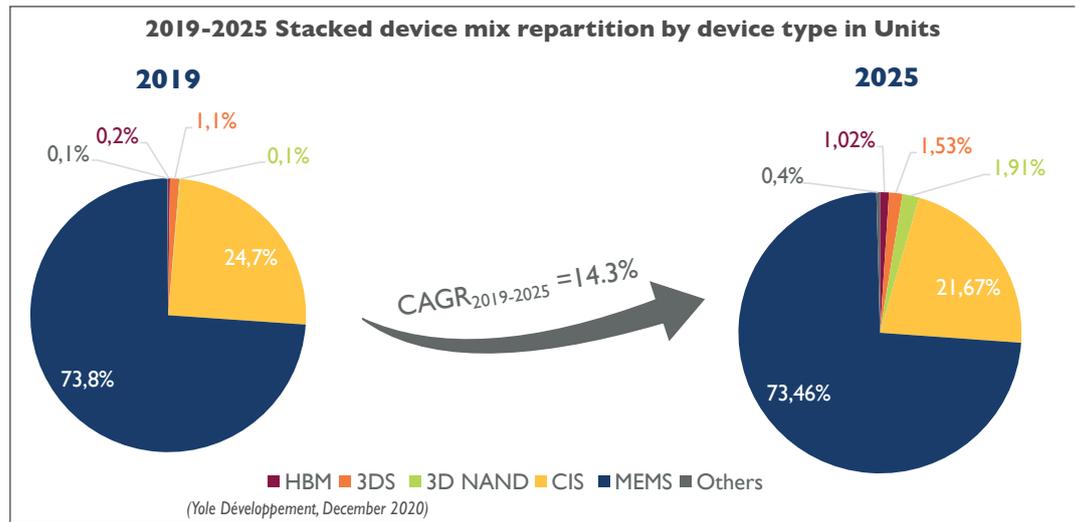
WLCSP/Fan-In packages have found its place in many smartphone devices due to its lowest cost and scalability features. WLCSP can be found in PMICs, PMUs, Audio Codecs, RF transceivers, switches, antenna tuners, CMOS Image Sensors and number of other applications suited for consumer market such as for smartphone and

wearable device application. WLCSP remains an attractive option given its reasonable reliability, process maturity, and lowest cost. OSATs remain top leaders in manufacturing WLCSP as it has become a commodity market.

FO packaging began several years ago with limited applications, but it has now found a

KEY FEATURES OF THE MONITOR

- Quarterly data update on key Advanced package types such as FCBGA, WLCSP/Fan-In, Fan-Out packages, and 3D stacked packages
- Market forecast through 2025, in \$US, UNITS and WAFER Forecast
- ASP analysis, per market segment
- End-product/device application mix
- Key process-technology mix
- Supplier market share (TSMC, Semco, Samsung Electronics, Amkor, JCET, ASE w/SPIL, PTI, Nepes, SPIL, Huatian, TFME)
- Demand forecast through 2025, by category (i.e. mobile, consumer, telecom & infrastructure)
- CapEx and capacity, per supplier
- Innovative packaging platforms are covered (3D SoC, Embedded bridge, 2.5D interposer...)



critical role and rightful place in the high-end packaging sector as a mature, reliable package technology. In fact, TSMC's InFO form-factors brought FO technology to new heights in 2015 as Apple launched its A10 with InFO-PoP approach. FO packages are primarily used in the mobile and consumer segments, with some proliferation in automotive radar. FO packaging is expected to

gain wider adoption as 5G, AI, and autonomous driving take flight in the coming years - and revenue stemming from FO packaging is expected to reach \$2B - \$2.5B by 2025. Fan-Out panel packaging efforts are mainly being championed by PTI and Samsung electronics and this monitor also sheds light on panel level production using Fan-Out packaging technologies.

THE POWER OF 3D STACKED PACKAGES AND ROAD TO HETEROGENEOUS INTEGRATION

With rise of the need for heterogeneous integration, 3D stacked packaging is coming at the forefront of advanced packaging arena as Moore's law slows down due to increased cost of Si transistor scaling. 3D stacked packages are expected to grow at 14.3% CAGR reaching to estimated 28B units by 2025. 3D stacked packages include SoC (System on Chip), active interposer packages such as Foveros and Co-EMIB, 3D NAND, 3DS, HBM, and Stacked CIS packages. This Advanced packaging monitor also provides insight into various 3D stacked players in addition to insight in package form factors and its projected growth and evolution.

Yole Développement's quarterly monitor will answer the pressing questions facing this industry, including:

- How will 3D Stacked packaging will shape the future of SoC?

- What will happen to hybrid bonding and how will it come to larger production scale?
- How will FCBGA business will grow to new records amid this Pandemic and automotive industry will become a catalyst for growth in this market?
- What will happen to WLCSP/Fan-In packaging market? Has it hit its peak or is there more room to grow?
- How will foundries such as TSMC is redefining advanced packaging and how fast will TSMC will grow in advanced packaging arena?
- How will Intel, TSMC, and Samsung drive heterogeneous integration with hybrid packaging technologies?
- Will Sony continue to have foothold in CIS stacked form factor?
- Will the two primary HDFO suppliers (TSMC and Samsung Electronics) continue to manage

2019-2025 3D FCBGA Package Supply and demand

	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	2024e	2025e
FCBGA Package Demand (mU)										
Historical										
Mobile & Consumer	x	x	x	x	x	x	x	x	x	x
Automotive	x	x	x	x	x	x	x	x	x	x
Telecom & Infrastructure	x	x	x	x	x	x	x	x	x	x
Others	x	x	x	x	x	x	x	x	x	x
Total FCBGA Packages (mU)	x	x	x	x	x	x	x	x	x	x
FCBGA Package Supply (mU)										
Forecast										
Production (M units)	x	x	x	x	x	x	x	x	x	x
Amkor	x	x	x	x	x	x	x	x	x	x
ASE	x	x	x	x	x	x	x	x	x	x
JCET	x	x	x	x	x	x	x	x	x	x
TongFu (TFME)	x	x	x	x	x	x	x	x	x	x
PTI	x	x	x	x	x	x	x	x	x	x
Huatian	x	x	x	x	x	x	x	x	x	x
Intel	x	x	x	x	x	x	x	x	x	x
Others	x	x	x	x	x	x	x	x	x	x
Total FCBGA Packages (mU)	x	x	x	x	x	x	x	x	x	x

(Yole Développement, December 2020)

supply, or will there be a new entrant to support HDFO's growing demand?

- Will the FO PLP business significantly increase in the coming years as ASE and PTI increase capex by bringing additional PLP capacity online?
- Will core FO packages (supporting devices such as PMICs and codecs) stay as FO, or will they be replaced by Fan-In packages or FC?

- Will 5G spur additional FO package growth with new RF designs?
- Will FO package capex continue increasing, or will it stabilize at a certain level?

With its Advanced Packaging quarterly market monitor, Yole Développement provides opinions and answers to all of these questions, every quarter.

WHAT DO THE UPCOMING QUARTERS HOLD

2020 turned out like no one ever predicted with strong growth in semiconductor devices and industry across the board. How will 2021 look like? Will the current slow down/semi-lock down situation globally will impact 2021 semiconductor growth? FY 2020 has seen broken many records in terms of key top IDMs and OSATs achieving very strong revenues from Q1'20-Q3'20 as this momentum likely to continue in Q4 as well as AI, cloud & edge computing, and 5G continue to deliver robust

demand despite slightly weak demand of global smartphone shipments. Automotive market has resurrected itself from the lockdown in Q3 and suppliers start to see significant upside with various automotive devices and packaging. Top OSATs continue to operate at full capacity and in some instances raw material suppliers have to increase their prices due to very tight capacity situation. How will 2021 hold given this strong growth indicators in 2020?

ADVANCED PACKAGING QUARTERLY MARKET MONITOR - CONTENT

The *Advanced Packaging Quarterly Market Monitor* contains all of the data related to FCBGA, 3D Stacked, WLCSP, and Fan-Out package revenue per quarter, shipments, near and long-term revenue, market share per quarter, capex per company, and market demand/supply forecasts including wafer shipments per supplier. Also included is a complete analysis of demand breakdown across key segments such as mobile, consumer, automotive, and medical. For top players (TSMC, Samsung Electronics, Amkor, JCET, ASE/w SPIL, PTI, TFME, Nepes, Huatian, China WLCSP, Sony, Intel), the *Advanced Packaging Quarterly Monitor* furnishes a detailed analysis of capex, shipments, market

share, and capacity, along with the expected impact of changes in Advanced Packaging process technologies and the application mix.

The following deliverables are included:

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

The monitor's content will evolve based on the feedback received from our customers.

COMPANIES MONITORED IN THE PRODUCT

Amkor, ASE, Deca, Huatian, JCET, Nepes, PTI, Samsung Electronics, Semco, TFME, TSMC, Sony, China WLCSP, Intel, Texas Instrument, and more.

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- > Market share, per major supplier
- > Market pricing (per market segment/package size)

Demand overview

- > System demand

- > FCBGA, 3D stacked, WLCSP, Fan-Out package demand

FCBGA, 3D stacked, WLCSP, Fan-Out Production

- > FCBGA, 3D stacked, WLCSP, Fan-Out package - technology mix
- > FCBGA, 3D stacked, WLCSP, Fan-Out package production, per supplier
- > FCBGA, 3D stacked, WLCSP, Fan-Out package - application mix

RELATED REPORTS, MONITORS & TRACKS



- Status of the Advanced Packaging Industry 2020
- High-End Performance Packaging: 3D/2.5D Integration 2020
- WLCSP/ Fan-In Packaging Technologies and Market 2020
- Fan-Out Packaging Technologies and Market 2020
- Iphone 12 Teardown Report

More information and details about our offers and bundles opportunities on www.i-micronews.com



AUTHORS

Vaibhav Trivedi is a Senior Technology & Market analyst at Yole Développement (Yole) working with the Semiconductor & Software division. Based in the US, he is a member of Yole's advanced packaging team and contributes to analysis of ever-changing advanced packaging technologies. Vaibhav has 17+ years of field experience in semiconductor processing and semiconductor supply chain, specifically on memory and thermal component sourcing and advanced packaging such as SiP and WLP. Vaibhav has held multiple technical and commercial lead roles at various semiconductor corporations prior to joining Yole. Vaibhav holds a Bachelor of Science in Chemical Engineering, and Master of Science of Material Science from University of Florida in addition to an MBA from Arizona State University.

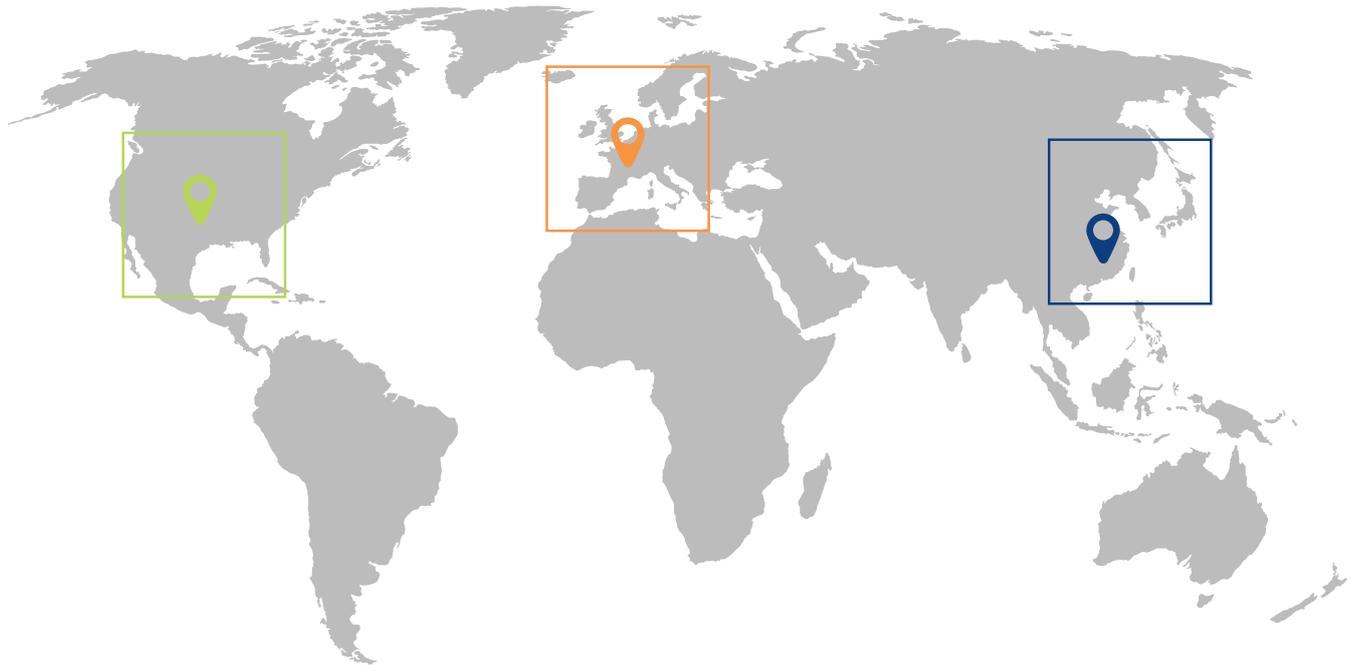


Santosh Kumar is working as Principal Analyst and Director Packaging, Assembly & Substrates, Yole Korea, part of Yole Développement (Yole). Based in Seoul, Santosh is strongly involved in the market, technology and strategic analysis of the microelectronic assembly & packaging technologies and present his vision of the industry in numerous conferences as well as through papers and patents publication. Santosh Kumar received the bachelor and master degree in engineering from the Indian Institute of Technology (IIT), Roorkee and University of Seoul respectively.



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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

MEDIA & EVENTS

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

More information on 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

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- Marketing & Communication: Camille Veyrier (camille.veyrier@yole.fr)
- 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.