

USER AGREEMENT

1. **Acceptance of Terms of System.** The WAFERNET System (“System”), as described below, is provided to you under the terms and conditions of this agreement and any operating rules or policies that may be published by WAFERNET from time to time (“Agreement”).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SYSTEM. BY CLICKING ON THE “I ACCEPT” BUTTON AND COMPLETING THE REGISTRATION PROCESS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. BY CLICKING ON THE “I DECLINE” BUTTON YOU WILL BE RETURNED TO THE PREVIOUS PAGE AND WILL NOT BE PROVIDED WITH ACCESS TO THE SYSTEM.

In light of the evolving nature of web-based offerings, you agree that WAFERNET may amend this Agreement at any time and in any manner; your use of the System after any such modification reaffirms your agreement to be bound and to abide by this Agreement as amended. WAFERNET reserves the right to discontinue the System at any time without notice. WAFERNET will not be liable to you or any third party should WAFERNET exercise its right to discontinue the System.

2. **Description of Services.** This web site allows you to access Wafernet’s proprietary web-based software application to assist you in managing silicon wafer orders and inventory. Unless explicitly stated otherwise, any new features that augment or enhance the current System will be subject to the terms of this Agreement.

3. **Password Protection.** WAFERNET [Your employer] shall issue you a password that will allow you to access the System. You agree that you are entirely responsible for any and all activities which occur as a result of the use of your password, whether or not you are the individual who undertakes such activities. You agree to keep this password confidential and secure from unauthorized use or access and shall immediately notify WAFERNET in writing if such security is compromised.

4. **Ownership.** WAFERNET and its licensors owns all right, title, and interest in and to the System and all related software, technology, information, documents, files, web pages and other materials including all intellectual property and proprietary rights therein, developed in connection with such System by WAFERNET.

5. **Your Conduct.** Your use of the System is subject to all applicable local, state, national and international laws and regulations. You represent and warrant that you are over the age of 18 and have the right to enter into this Agreement without the need for any approvals from any third party.

You agree: (1) to comply with U.S. law regarding the transmission of technical data to outside the United States; (2) not to use the System for illegal purposes; (3) not to interfere or disrupt networks connected to the System; (4) to comply with all regulations, policies and procedures of networks connected to the System; and (5) not to use the System to collect or

harvest personal information, including, without limitation, financial information, about other users of the System.

You agree not to transmit through the System any unlawful, harassing, discriminatory, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You further agree not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems or customer accounts are prohibited. You agree not to send transmissions through the System which attempt to hide your identity or represent yourself as someone else. If any information provided by you to the System is found to be incomplete or inaccurate, the System retains the right to terminate your rights to use the System. You will not interfere with another customer's use and enjoyment of the System or another entity's use and enjoyment of similar services.

In addition to any other termination rights, WAFERNET may, at its sole discretion, immediately terminate your access to the System should your conduct fail to conform with any term or condition of this Agreement.

6. **Wafernet Privacy Policy**. IT IS WAFERNET'S POLICY TO RESPECT THE PRIVACY OF ALL OF ITS CUSTOMERS, THEREFORE REGISTRATION DATA AND CERTAIN OTHER INFORMATION ABOUT YOU IS SUBJECT TO OUR PRIVACY POLICY. FOR MORE INFORMATION, PLEASE SEE OUR FULL PRIVACY POLICY [**HYPERLINK TO PRIVACY POLICY**].

7. **Disclaimer of Warranties**. YOU EXPRESSLY AGREE THAT USE OF THE SYSTEM IS AT YOUR SOLE RISK. THE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

WAFERNET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WAFERNET MAKES NO WARRANTY THAT THE SYSTEM WILL MEET YOUR REQUIREMENTS, OR THAT THE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR FREE; NOR DOES WAFERNET MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SYSTEM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SYSTEM, INCLUDING, WITHOUT LIMITATION, THAT DEFECTS IN THE SOFTWARE FOR THE SYSTEM WILL BE CORRECTED. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL ORDERS, INVENTORIES, RESULTS, SERVICES AND OTHER INFORMATION RECEIVED USING THE SYSTEM.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA UPLOADED, DOWNLOADED OR OTHERWISE TRANSMITTED OR OBTAINED

THROUGH THE USE OF THE SYSTEM IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH TRANSMISSIONS OF SUCH MATERIAL AND/OR DATA.

NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SYSTEM OR THROUGH THE SYSTEM WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. **Limitation of Liability.** WAFERNET WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM YOUR USE OR INABILITY TO USE THE SYSTEM (WHETHER BECAUSE OF INTERRUPTION, SUSPENSION OR TERMINATION OF THE SYSTEM) OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SYSTEM OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR FROM ANY BREACHES OF SECURITY RELATING TO THE SERVERS USED BY THE SYSTEM, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF WAFERNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. **No Resale or Reverse Engineering.** You agree not to translate, reverse engineer, reverse compile, disassemble or make derivative works from software programming contained in the System. You agree not to modify programming contained in the System in any manner or form, or to use modified versions of the programming contained in the System including (without limitation) for the purpose of obtaining unauthorized access to the System.

10. **Indemnification.** You agree to indemnify and hold WAFERNET, its parents, subsidiaries, affiliates, officers and employees, and users, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the System, your violation of this Agreement, or your infringement of any intellectual property or other right of any person or entity through your use of the System.

11. **Termination.** WAFERNET may terminate the System with or without cause at any time and effective immediately. WAFERNET will not be liable to you or any third party for termination of the System.

You acknowledge and agree that any termination of the System under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that

WAFERNET may immediately delete and discard all of your information and files and bar any further access to such files of the System.

Should you object to any terms and conditions of this Agreement or any subsequent modifications thereto or become dissatisfied with the System in any way, your only recourse is to immediately discontinue use of the System or notify WAFERNET of termination.

12. **Notice.** All notices will be in writing and will be made either via email or conventional mail. WAFERNET may transmit notices, link to notices, or messages through the System to inform you of changes to this Agreement, the System, or other matters of importance; such transmissions will constitute notice under the terms of this Agreement.

13. **General.** The Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law provisions. With the exception of WAFERNET's right to pursue injunctive relief to protect its intellectual property rights, you and WAFERNET agree to submit to the exclusive jurisdiction of the courts located within the County of San Jose, California.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then such provision will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. WAFERNET's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by WAFERNET in writing.

WAFERNET may assign this Agreement to any third party at its sole discretion. You will not assign or sublicense the rights granted under this agreement, without prior written authorization from WAFERNET.

You and WAFERNET agree that, except for infringement of WAFERNET's intellectual property rights, any cause of action arising out of or related to the System must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

[I ACCEPT]

[I DECLINE]