



Electronic Components Industry Association

STATISTICS SUBSCRIPTION SALE TERMS & CONDITIONS

This Agreement sets forth the terms and conditions upon which Subscriber may receive and make use of ECIA Research and Content. By checking the acceptance box, clicking the acceptance button or accessing or receiving any ECIA Research and Content (as those terms are defined herein), Subscriber willfully enters a binding contract with ECIA and expressly agrees and consents to be legally bound to all terms and conditions of this Agreement. If Subscriber does not agree to all terms and conditions herein, Subscriber must check the box or button indicating non-acceptance and ECIA will promptly cancel Subscriber's subscription order.

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- 2. License and Restrictions.** ECIA grants Subscriber a limited, revocable, non-exclusive, non-transferable license to: (a) to access and use ECIA research ("Research") and related reports, projections, forecasts, data, information, graphic content, photographs, text and other material ("Content") for Subscriber's internal use only; and (b) copy the Content as necessary to exercise Subscriber's rights granted herein. Subscriber shall take reasonable steps not to permit any person who is not an employee of Subscriber to access or use any ECIA Research or Content, and Subscriber must promptly notify ECIA of any unauthorized access to, or use of, any such Research or Content. Subscriber shall not share, transfer, sublicense, lease, lend, rent, distribute or otherwise make available the ECIA Research or Content to any third party and shall not use the ECIA Research or Content to provide services to third parties.
- 3. Ownership.** Subscriber acknowledges that ECIA owns all worldwide rights, title and interest in and to the Research and Content, including all patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and other intellectual property rights recognized worldwide. Subscriber may not delete or in any manner alter the copyright, trademark or other proprietary rights notices appearing on Content delivered to Subscriber, and Subscriber shall reproduce such notices on all copies it makes of the Content. Subscriber acknowledges ECIA owns all worldwide rights, title and interest in and to the entirety of the Research and Content. Subscriber's rights in the Research and Content are limited to those expressly granted in this Agreement. ECIA reserves all rights and licenses in and to the Research and Content not granted to Subscriber.
- 4. Term and Termination.** This Agreement is effective upon Subscriber's checking the acceptance box, clicking the acceptance button or accessing or receiving any ECIA Research and Content. The Term of the Agreement will begin upon ECIA's receipt of payment-in-full of all Subscription Fees and will be continuous until cancelled by one of the parties. Subscriber may terminate the subscription at any time by delivering written notice to ECIA. However, once paid, Subscription

Fees are non-refundable. ECIA reserves the right to cancel Subscriber's subscription at any time upon delivery of written notice to Subscriber, with a pro-rated refund of Subscription Fees paid. All terms and conditions of this Agreement are expressly intended to and will survive expiration or termination of the Agreement.

5. No Warranty. All Research and Content is based on information obtained by ECIA from sources believed by it to be accurate and reliable. However, all Research and Content is provided "as is" and without representation or warranty of any kind. To the maximum extent permitted by law, ECIA disclaims all warranties, express or implied, as to accuracy, timeliness, fitness for a particular purpose, completeness, merchantability and non-infringement and any warranties arising out of course of dealing, usage or trade. No advice or information, oral or written, obtained from ECIA or elsewhere will create any warranty not expressly stated in this Agreement.
6. Limitation on Liability. In no event will ECIA be liable to Subscriber for any consequential, special, exemplary, punitive, incidental or indirect damages arising out of or related to this Agreement or Subscriber's use of the Research or Content provided by ECIA, regardless of whether ECIA has been advised of the possibility of such loss or damage and regardless of the form of action. ECIA's aggregate liability to Subscriber from all causes of action and under all theories of liability shall be limited to the amount of Subscription Fees Subscriber has paid to ECIA under this Agreement.
7. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. This contract supersedes any previous agreements between the parties, whether oral or written, with respect to the same subject matter. No part of this agreement may be modified, waived, or changed except in writing signed by both parties. This Agreement will bind and inure to the benefit of the parties and their successors and permitted assigns. If for any reason a court of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and other provisions of the Agreement will remain in full force and effect. Failure by either party to enforce any provision of the Agreement will not constitute a waiver of future enforcement of that or any other provision.
8. Force Majeure. ECIA will not be liable for any delays in delivery or non-delivery of any Research, Content or other deliverable(s) due to events beyond its reasonable control, including, but not limited to, strikes, riots, war, terrorism, credible threats of terrorism, pandemic or disease, earthquake, fire, floods, hurricanes, other natural disasters or acts of God, acts of government, communication line failure, power failure, catastrophic data theft, loss or destruction, or acts in compliance with any applicable law, regulation or order (whether valid or invalid) of any governmental body.
9. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one document. The Agreement may be signed and delivered by fax, email or other electronic delivery of signature (including pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000). Electronic signatures and electronic copies of wet ink signatures will have the same force and effect as an original wet ink signature.
10. Relationship of the Parties. The terms and conditions set forth in this Agreement will govern the relationship between the parties in all respects. Unless expressly agreed to in writing by ECIA, no other terms or conditions appearing in email correspondence, order forms, instructions or otherwise will be binding on ECIA. Nothing in this Agreement or in the parties' carrying out of their respective obligations hereunder should be understood or construed as creating any agency, partnership, joint venture or other similar relationship between the parties. Neither party may make

any claims, representations, warranties or other statements on behalf of the other party or attempt to bind the other party in any way to any obligation not specifically outlined in this Agreement. The true relationship between the parties will always be strictly that of independent contractors. Nothing in this Agreement should be understood or construed as creating any exclusivity as it pertains to either party's obligations to the other or limiting in any way ECIA's ability to sell or otherwise provide the same (or substantially similar) Research and Content provided to Subscriber to any other person or entity, including without limitation competitors of Subscriber.

11. Choice of Law; Jurisdiction & Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. Any civil action or proceeding arising out of or related to this Agreement must be brought in state or federal courts in or having jurisdiction over Fulton County, Georgia. Each party hereby irrevocably consents to the jurisdiction and venue of the aforementioned courts and waives any objection to the commencement of any civil action or proceeding in such courts. Georgia, and the parties hereby consent to the personal jurisdiction and venue therein.
12. Attorneys' Fees. If a dispute arises and any legal action is initiated by either party over this Agreement or the relationship between the parties established hereunder, the prevailing party shall be reimbursed from the other party for all costs, expenses and reasonable attorneys' fees incurred by the prevailing party in connection with such action.