

## AI License Agreement

Your use of ASM's Mat-E™ Pro (the "ASM Chatbot"), in conjunction with the Content you have purchased, is governed by this AI License Agreement (the "Agreement"). This agreement is between you (the "Licensee") and ASM International, a corporation of Ohio and having its principal place of business at 9639 Kinsman Rd., Materials Park, Ohio 44073 ("ASM") (collectively "the Parties"). This Agreement shall work in conjunction with the most recent licensing agreement signed or otherwise agreed to by the Licensee ("Licensing Agreement"). The Parties agree as follows:

### 1. Definitions.

- a. Account – The account set up for an individual Authorized Users to access the ASM Chatbot.
- b. AI Training – The processing of using data, often vast amounts of large data, to teach an AI to perform tasks. This can include teaching an AI to perform new tasks and/or improving or adjusting the performance of tasks it has already been trained to do. This can include, but is not limited to, machine learning and fine-tuning.
- c. Artificial Intelligence System – ("AI") Any machine-based system, which may be designed to exhibit varying levels of autonomy and adaptability, which is able to infer, explicitly or implicitly, how to generate outputs from the input it receives in ways that can influence physical and/or virtual environments.
- d. ASM Content – Refers to all of the content which ASM sells access to, including databases and publications.
- e. Fee – The Fee set out in the most recent licensing agreement signed by the Licensee.
- f. Input - In the context of AI, data provided to or acquired by an AI system, on the basis of which an output is produced.
- g. Locked Content – Refers to all of the ASM Content which Licensee has not purchased access to and from which the ASM Chatbot will NOT aggregate data.
- h. Output - In the context of AI, a prediction, such as a recommendation, decision or piece of content produced by an AI using any number of inputs
- i. Purchased Content – Refers to the one or more ASM Content Licensee has purchased access to and from which the ASM Chatbot will aggregate data.
- j. Third-Party AI - Any AI system, general purpose AI model, LLM, or other product or service that integrates AI which is not developed, controlled, and provided solely by ASM to any end user.

2. **Grant of License.** Subject to the terms and conditions of this Agreement and the Licensing Agreement, ASM hereby grants to Licensee a non-exclusive, non-transferable, and non-sublicensable license to permit its authorized users (as defined in the Licensing Agreement as "Authorized Users") to access and use the proprietary ASM Chatbot in conjunction with the Purchased Content to exercise Licensee's usage rights under the Licensing Agreement ("Authorized Purposes") in accordance with this Agreement. In consideration of such License, Licensee agrees to pay the Fee.

3. **Terms of Access.** Licensee's access to the ASM Chatbot shall commence at the beginning of the Subscription Period laid out in Schedule 1 of the Licensing Agreement, which may be extended by allowing the Licensing Agreement to auto renew, adding new schedules to the Licensing Agreement, or by signing a new Licensing Agreement. For the avoidance of doubt, any new schedules or new Licensing Agreements must be signed by both parties in order to take effect. Licensee understands and accepts that they shall only be able to access the ASM Chatbot via the Secure Network as defined in the Licensing Agreement. Licensee further acknowledges and understands that, because the ASM Chatbot is an add-on to the ASM Content, Licensee's access to the ASM Chatbot is contingent on the Licensee maintaining access at least one piece of ASM Content. Therefore, Licensee is not entitled to maintain access to the ASM Chatbot past the final date of access to the Purchases Content. Licensee waives any and all rights to contest said disabling.

4. **Permitted Uses.** Subject to the restrictions of Section 5, Licensee may:
  - a. Permit Authorized Users to access the ASM Chatbot via the Secure Network
  - b. Use the ASM Chatbot to aggregate data from the Purchased Content for Authorized Purposes. For the purposes of this agreement, data aggregation shall be defined as prompting the ASM Chatbot to gather data from one or more of the Purchased Content and produce an output;
  - c. Use the ASM Chatbot to take information from the Purchased Content and change it into a more digestible form, whether it is particular excerpts or data which the ASM chatbot has already aggregated;
  - d. If Licensee wishes to use the ASM Chatbot for a use which is not addressed herein, Licensee should receive ASM's prior written permission. Additional uses may be subject to additional charges, depending on the frequency of, and additional utility gained from, this additional use. ASM shall be the sole decision makers as to whether or not the Licensee will require ASM's permission on each individual use.
5. **Prohibited Uses.** Licensee shall not:
  - a. Take the ASM Chatbot and merge, integrate, combine, transfer, or otherwise add all or part of the ASM Chatbot to another software or system. This is including, but not limited to, a Third-Party AI;
  - b. Use the ASM Chatbot, and/or outputs obtained from the ASM Chatbot, for AI Training or integration into a third-party API;
  - c. Resell the ASM Chatbot or its Outputs to any person or entity
  - d. Use the ASM Chatbot to obtain recommendations, guidance, opinions, or any other output which would direct an Authorized User or any other person to take or not take a certain action. For the avoidance of doubt, this does not prevent the action of using the data aggregated by the ASM Chatbot to make an informed decision;
  - e. Permit multiple Authorized Users to use a single Account.
  - f. Create works that are derivative of, or otherwise based on, the licensed materials for commercial purposes, or to otherwise be distributed to individuals and entities that are not Authorized Users.
  - g. Unless stated otherwise herein, use the Outputs of the ASM Chatbot in any manner which would not be authorized under the Licensing Agreement.
6. **ASM's Undertakings.**
  - a. ASM Shall:
    - i. Use reasonable means to make the ASM Chatbot available to Licensee and Authorized Users at all times and on a twenty-four hour basis, saved for scheduled maintenance and the occurrence of a Force Majeure Event as defined in Section 9 Force Majeure.
    - ii. Use reasonable means to restore access to the Licensed Materials in the event of an unscheduled interruption, suspension of the service, or a Force Majeure Event;
  - b. ASM makes no representations or warranties of any kind, express or implied including, but not limited to, warranties of design, accuracy or fitness, of the ASM Chatbot and its Outputs, nor that it will be able to provide a fully satisfactory output in response to Licensee's Inputs (especially if it would require data or other information not found in the Purchased Content).
7. **Licensee's Undertakings.**
  - a. Licensee shall:
    - i. Ensure that only Authorized Users are permitted access to the ASM Chatbot and its Outputs;
    - ii. Use reasonable means to ensure that all Authorized Users are aware of their obligations and limitations under this Agreement;

- iii. Respect ASM's intellectual property rights in the ASM Content, and use reasonable means to protect these rights and inform Authorized Users of the importance of doing the same;
    - iv. Use reasonable means to ensure that all Authorized Users are compliant with this Agreement;
    - v. Use reasonable means to monitor compliance and, immediately upon becoming aware of any unauthorized use or other breach, inform ASM and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
    - vi. Validate the Outputs obtained from the ASM Chatbot in the event that such Outputs being incorrect would harm ASM, the Licensee, one or more Authorized Users, or any third-party;
    - vii. Ensure that their use of the ASM Chatbot and its Outputs is compliant with all applicable laws and regulations, including intellectual property laws;
    - viii. Not use the ASM Chatbot, nor its Outputs, to violate anyone's rights, including Intellectual Property Rights;
    - ix. Pay the Fee within the time period laid out in the Licensing Agreement;
  - b. Licensee agrees to indemnify, defend, and hold harmless ASM and its affiliates, employees, contractors, and other related entities from and against any loss, damage, cost, liability, and expense (including legal and professional fees) arising out of or relating to any claim or legal action taken against ASM related to or in any way connected with any use of the ASM Chatbot by Licensee or Authorized Users, or any failure by Licensee to perform its obligations under this Agreement. This clause does not apply to government agencies or any other entity which is legally barred from indemnification. By signing the Licensing Agreement, Licensee is verifying that it has given Publisher explicit notice of the existence of such exception.
  - c. Licensee understands and agrees that just because the Outputs produced by the ASM Chatbot will not be a one-for-one copy of the Licensed Materials, the data, research, opinions, conclusions, and general information ("Underlying Material") remain the same. Therefore, no changes by the ASM Chatbot to the Licensed Materials shall constitute a substantial change such that any rights ASM has to the Licensed Materials, including intellectual property rights, do not extend to the Underlying Materials contained in the Outputs. Licensee hereby acknowledges and accepts that ASM's business is equally dependent on their rights to, and the security of, the Underlying Material as it is to the Licensed Materials. Licensee further acknowledges and accepts that any infringement thereof constitutes a fundamental breach of these Terms and Conditions, in which event ASM shall have the incontestable right to immediately terminate this agreement, without having to provide Licensee with prior notice or a chance to remedy the issue. In such event ASM shall be entitled to immediate injunctive relief and the immediate removal of all electronic copies of the Licensed Materials held by the Licensee without any rebate of the Fee and without prejudice to any other rights or remedies to which ASM may be entitled.
  - d. Licensee acknowledges that their failure to perform any of their obligations under this Section 7 to the Agreement shall constitute a material breach of this Agreement.
8. **Confidentiality.** Licensee understands and agrees that the Outputs of the ASM Chatbot, which originates, directly or indirectly, from the licensed materials as defined in the Licensing Agreement, are subject to the same confidentiality obligations that apply to the Licensed Materials under the Licensing Agreement. This includes those obligations which are passed on to the Licensee's Authorized Users.
9. **Force Majeure.** Neither Party shall be liable for any harm or breach of this agreement, including non-availability of services, arising out of causes beyond their control, without their negligence or fault, including but not limited to, acts of God, acts of any government, war, natural disasters, strikes, a

pandemic, civil disturbance, Internet or electrical outages, or fire (“Force Majeure Event”). This shall not apply to payment of the Fee.

10. **Termination.** This Agreement shall terminate upon:
  - a. Licensee defaults in making payment of the Fee
  - b. One or both parties deciding not to renew this Agreement and/or the Licensing Agreement, unless a new agreement is signed;
  - c. Licensee commits one or more material breaches of this Agreement and/or the Licensing agreement. ASM shall have the option, but not the obligation, to provide Licensee with notice and a chance to remedy the breach in a manner and within a time period determined by ASM.
  - d. Any other Termination of the Licensing Agreement
11. **Effect of Termination.** Upon termination of the Licensing Agreement and/or this Agreement, ASM shall disable Licensee’s access to the ASM Chatbot. Licensee shall then take all reasonable steps to delete completely all Outputs produced by the ASM Chatbot from all memory, storage, caching, archival and other systems and shall take all reasonable measures ensure that such removal is accomplished as to all computers, systems and networks operated or used by Authorized Users.
12. **Modifications.** ASM has the right to update this Agreement from time to time. ASM shall have the right, but not the obligation, to notify Licensee of the changes to the Agreement. While ASM will take all reasonable steps to update the Licensee of these changes, it is ultimately the sole responsibility of the Licensee to make sure their use of the ASM Chatbot remains in compliance with the Agreement.
13. **Entire Agreement; Order of Precedence.** This Agreement, along with any other attachments to the Licensing Agreement and any other active agreements governing additional add-ons to the Purchased Content (“Licensing Framework”), forms the entire understanding between the parties hereto and revokes and supersedes all prior agreements and understandings, written or oral. There are no other understandings or covenants, express or implied, oral, or written, except as contained in the Licensing Framework with respect to their subject matter. If at any point a conflict arises between this Agreement and any other agreement in the Licensing Framework, as it pertains to the ASM Chatbot and its Outputs, unless stated otherwise, this Agreement shall control.
14. **Limitation of Liability.** Under no circumstances shall ASM be liable to Licensee or any other person or entity for any direct or indirect damages, special or otherwise, losses, liabilities, or other harms (“Harms”) arising out of the use of, or inability to use, the ASM Chatbot and its Outputs. Irrespective of the cause or form of action, Publisher’s aggregate liability for any Harms arising out of or relating to any breach of this Agreement shall in no circumstances exceed the Fee actually paid by Licensee to Publisher under this Agreement, in respect of the Subscription Period during which such claim, loss or damage occurred. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Regardless of the cause or form of action, Licensee may bring no action arising from this Agreement more than twelve months after the cause of action arises.
15. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement.
16. **Non-Assignment.** This Agreement may not be assigned by either party to any other person or entity, nor may either party sub-contract any of its obligations, except as necessary for Licensee to perform its obligations under this Agreement, without the prior written consent of the other party, which consent shall not unreasonably be withheld.
17. **No Rights Granted.** Other than those expressly stated herein, no other rights are granted to Licensee under this Agreement. This is including, but not limited to, intellectual property and distribution rights.
18. **Survival.** Those provisions in the Agreement that are necessary to protect the interests of the Parties as envisioned in the Agreement shall survive termination of the Agreement.

19. **Waiver.** A waiver by either party of any term of this Agreement, or of any breach by the other Party of this Agreement is effective only if it is in writing and expressly stated by such waiving party. Such a waiver shall not be deemed to constitute a waiver of any other term or any other breach of this Agreement.
20. **Interpretation.** Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.
21. **Governing Law; Forum.** Subject to laws and regulations that dictate otherwise, this Agreement shall be governed by and construed in accordance with the law of the state of Ohio, without regard to conflict of law principles. Venue for any action brought under this Agreement, or for the enforcement of any provision of this Agreement, shall be brought exclusively in state or federal court of the state of Ohio in the County of Geauga.