

## D e c l a r a t i o n o f N o n - i n f r i n g e m e n t

This Declaration is made by the undersigned ("Supplier") for Semiconductor Manufacturing International Corporation and its Affiliates, (individually and collectively the "SMIC"), in respect of the hardware, software, services and other tangible or intangible products which Supplier provides to SMIC, (collectively, "Products"). In consideration of the Products prices as are set forth in SMIC's purchase orders for such Products, Supplier hereby agrees, for such Products, expressly make in this Declaration the following irrevocable commitments and warranties, without further charge, to SMIC:

"**A f f i l i a t e**" means corporation, company or other entity which: (i) is controlled by a party to this Declaration; or (ii) is a subsidiary of such a corporation, company or entity are owned or controlled, directly or indirectly, by such a party to this Declaration. Such corporation, company or entity shall be deemed to be an Affiliate so long as such ownership or control exists.

Supplier represents and warrants that each of the Products shall not infringe, induce and/or constitute contributory infringement of, any foreign or domestic intellectual property rights of any third party.

Supplier shall defend, hold harmless, indemnify and keep indemnified SMIC, and its officers, directors, employees, agents, representatives, successors, and assigns, in full against any and all claims, losses, damages, liabilities, judgments, awards, costs and expenses, including but not limited to settlement costs, costs of compliance with any judicial orders, Custom/court bond payment(s), reasonable attorneys' fees, suffered, incurred, paid or shall suffer, incur, or be required to pay, in connection with any claim or allegation against SMIC, that the Products and/or any part of the Products constitute or contribute to any direct, indirect, inducing, and/or contributory infringement, of any patent, copyright, trade secret, trademark and/or other intellectual property rights, foreign or domestic.

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By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_