

## WEBSITE TERMS AND CONDITIONS OF USE

### 1) LICENSE TO USE THIS SITE

We at the GSI Group Inc. and its subsidiaries (“GSI”) are happy to have you as a visitor. We have established the following terms and conditions, including our Privacy Statement, as a requirement for visitors using our site. In order to use our site, you must agree to these terms and conditions (“Terms”). BY CHOOSING TO ACCESS AND USE THIS SITE, YOU ARE EXPRESSLY AGREEING TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE OR VIEW THE SITE.

These Terms apply only to the use of this Site and do not supercede any other contractual agreement between you and GSI.

**Use of Materials:** Upon your agreement to the Terms, GSI grants you the right to view the site and to download materials from this site for your personal, non-commercial use. You are not authorized to use the materials for any other purpose. If you do download or otherwise reproduce the materials from this Site, you must reproduce all of GSI’s proprietary markings, such as copyright and trademark notices, in the same form and manner as the original.

**Private Pages:** Some parts of this Site are not available to the general public, but only to certain business associates of GSI. These sections may only be accessed by authorized entities and are controlled by password-protected access. If you are not authorized to use these sections, then you agree that you will not attempt to gain access. If you are authorized, then by accessing those areas, you expressly agree to the supplemental terms that are posted as part of the access process.

**No Harmful Use:** In exchange for our permission to use this Site, you agree that you will not do anything to harm the functioning or content of the Site. You will not attempt to upload, insert or change any information or image to or on this Site, except for providing information where prompted by the Site. You agree that you will not take any action that imposes an unreasonably or disproportionately large load on the Site or interferes with its functioning. You also agree that you will not use any false identity when interacting with the Site, or do anything that is fraudulent, obscene, libelous or legally prohibited.

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or any other automatic device, program, algorithm or methodology or any similar or equivalent manual process to access, acquire, copy or monitor any portion of the Site or any of its content, or in any way reproduce or circumvent the navigational structure or presentation of the Site.

**INDEMNITY:** YOU AGREE THAT YOU WILL DEFEND, INDEMNIFY AND HOLD HARMLESS GSI, ITS CUSTOMERS, SUPPLIERS AND JOINT VENTURE PARTNERS AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, VENDORS, ASSIGNEES AND AGENTS FOR AND AGAINST ANY COSTS, CLAIMS, DAMAGES, LOSSES, OR OTHER LIABILITIES ARISING FROM YOUR USE OF THE SITE IN BREACH OF THESE TERMS OR IN VIOLATION OF THE LAW. IF GSI TAKES ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TERMS, YOU AGREE THAT YOU WILL BE RESPONSIBLE FOR AND WILL PAY ALL OF GSI’S LEGAL FEES IN CONNECTION WITH SUCH ACTION.

**GSI’s Remedies:** In addition to any other remedies it may have at law, GSI may, in its sole discretion and without notice, terminate your access to this Site and/or block your future access to the Site, if we determine or suspect that you have violated these

## **2) PRODUCT SALES**

The GSI Products listed on this Site are offered for sale solely pursuant to GSI's standard terms and conditions of sale applicable to such products. The terms and conditions are accessible for viewing by clicking on the link on each product line home page. GSI objects to and rejects any other terms that may be proposed by any customer or potential customer. No offers to sell or purchase GSI products are valid and binding on GSI unless and until specifically accepted, in writing, by GSI.

### 3) DISCLAIMERS

**No Damages:** We have attempted to provide timely and accurate information on this Site. However, because we may have made inadvertent errors and because information may become inaccurate over time, WE CANNOT GUARANTEE THE ACCURACY, TIMELINESS OR COMPLETENESS OF THE INFORMATION ON THIS SITE. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SITE AND THE INTERNET GENERALLY. THE MATERIALS AND INFORMATION ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR FREEDOM FROM ERRORS, VIRUSES, BUGS, OR OTHER HARMFUL COMPONENTS. IN NO EVENT SHALL GSI BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING FROM THE USE OR INABILITY TO USE THIS SITE, OR ANY HYPERLINKED SITE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR RELIANCE DAMAGES, OR ANY DAMAGES FROM LOSS OF USE, DATA, PROFITS OR BUSINESS INTERRUPTION.

**Changes:** GSI reserves the right to change this Site, including these terms of use, without notice, at any time. GSI reserves the right to delete any materials or information posted on this Site by users. That being said, GSI does not guarantee that it will change or update this site or that all information on this Site will be up to date at any particular time.

**Product Changes:** GSI reserves the right to change any products or services displayed on this Site at any time, without notice. GSI does not warrant or represent that all such products will be available for purchase at all times or from all locations.

**Forward Looking Statements:** Certain statements in this news release may constitute forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 27A of the United States Securities Act of 1933 and Section 21E of the United States Securities Exchange Act of 1934. These forward-looking statements may relate to anticipated financial performance, management's plans and objectives for future operations, business prospects, outcome of regulatory proceedings, market conditions, tax issues and other matters. All statements contained in this news release that do not relate to matters of historical fact should be considered forward-looking statements, and are generally identified by words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," "objective" and other similar expressions. Readers should not place undue reliance on the forward-looking statements contained in this news release. Such statements are based on management's beliefs and assumptions and on information currently available to management and are subject to risks, uncertainties and changes in condition, significance, value and effect. Other risks include the fact that the Company's sales have been and are expected to continue to be dependent upon customer capital equipment expenditures, which are, in turn, affected by business cycles in the markets served by those customers. Other factors include volatility in the semiconductor industry, the risk of order delays and cancellations, the risk of delays by customers in introducing their new products and market acceptance of products incorporating subsystems supplied by the Company, similar risks to the Company of delays in its new products, our ability to continue to reduce costs and capital expenditures, our ability to focus R&D investment and integrate acquisitions and other risks detailed in reports and documents filed by the Company with the United States Securities and Exchange Commission and with securities regulatory authorities in Canada. Such risks, uncertainties and changes in condition, significance, value and effect, many of which are beyond the Company's control, could cause the Company's actual results and other future events to differ materially from those anticipated. The Company does not, however, assume any obligation to update these forward-looking statements to reflect actual results, changes in assumptions or changes in other factors affecting such forward-looking statements.

The information on this Site does not constitute an offer to sell or the solicitation of an offer to purchase GSI securities.

**Historical Information:** The information contained in the news releases accessible through this Site should be viewed as accurate only on the date the press releases are rendered. Changes in circumstances could have occurred from the date of such press releases that might materially affect the information contained therein.

The information on this Site does not constitute an offer to sell or the solicitation of an offer to purchase GSI securities.

Historical Information: The information contained in the news releases accessible through this Site should be viewed as accurate only on the date the press releases are rendered. Changes in circumstances could have occurred from the date of such press releases that might materially affect the information contained therein.

Third party sites: This Site may contain links to third party sites. If you click on the link, you will leave this Site and go to a third party's site. Access to any other Internet site linked to this Site is at the user's own risk and GSI is not responsible for the accuracy or reliability of any information, data, opinions, advice or statements made on these Sites. GSI provides these links merely as a convenience and the inclusion of such links does not imply an endorsement. GSI does not warrant or otherwise recommend the combination of GSI products with any products on such third party sites, and does not warrant that any such combination will not infringe any third party's intellectual property.

#### **4) LINKING TO OUR SITE**

If you would like to link to our Site from some other site, you must obtain our written permission to do so. You should contact [webmaster@gSIG.com](mailto:webmaster@gSIG.com) to obtain permission. You must comply with our conditions for linking, including, but not limited to the following: (1) The link must be a text-only link containing only the term GSI Group, or another corporate name from our group, for which you have permission; (2) the link must point to our home page, [www.gSIG.com](http://www.gSIG.com) and not to any page within our Site; (3) the link, when activated, must display our Site in a full-screen page, in a fully operable and navigable browser window and not within a “frame” on the linked website; and (4) the appearance, position and other aspects of the link may neither create the false appearance that an entity or its activities or products are associated with or sponsored by GSI nor be such as to damage or dilute the goodwill associated with the name and trademarks of GSI. GSI may revoke its consent to link at any time in its sole discretion.

## 5) INFORMATION PROVIDED BY THE USER

**Information and Privacy:** Some pages on this Site request information from you, in order to provide services or information from us. We will endeavor to use this information in accordance with our [Privacy Policy], which you can view by clicking on the link.

**Inherent Risk:** You understand that the use of the Internet is inherently insecure and you assume all risks of transmitting information to us. We ask that you do not provide us with any information other than that which we request. In particular, without limitation, we ask that you do not provide us with any unsolicited, private financial information nor any private business, technology or product information or proposals. If you do provide us with any information, you grant us permission to use and reproduce that information for any purpose, without limitation.

**License to Use Information:** You agree that GSI may use and disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference (either intentionally or unintentionally) with GSI's rights or property, or the rights or property of visitors to or users of the Site. GSI reserves the right at all times to disclose any information that GSI deems necessary to comply with any applicable law, regulation, legal process or governmental request. GSI may also disclose your information when GSI determines that applicable law requires or permits such disclosure, including exchanging information with other companies or organizations for fraud protection purposes.

## 6) LOCATION

**Use According to Law:** We are operating this Site from our location in the United States, in compliance with U.S. law. If you are viewing this Site from any location outside of the United States, you assume all risk of local laws and regulations and you agree that you will only use the Site in compliance with those laws and regulations. If, due to local laws, you cannot use the Site in strict compliance with these Terms, you agree that you will not use the Site.

**Export Laws:** You also agree that you will use this Site only in accordance with U.S. law, including U.S. export control laws.

**Applicable Laws:** Any disputes or complaints regarding this Site or your use of it will be governed by the laws of the United States and the Commonwealth of Massachusetts, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Boston, Massachusetts and waive any objection to jurisdiction and venue. You must bring any claim you may have under these Terms or regarding this Site within one (1) year after the cause of action arises, or such claim or cause of action is barred.

## 7) INTELLECTUAL PROPERTY

Except as otherwise noted, GSI owns (or has license rights to) all of the information and material ("Materials") on this Site. All Materials are Copyrighted, 2005, by GSI Group, Inc. 39 Manning Road, Billerica, MA. ALL RIGHTS RESERVED. You may not copy, reproduce, modify, publish, upload, download, post transmit or distribute the Materials in any way without GSI's written permission. Except as expressly provided herein, GSI grants no express or implied license under any GSI patent, copyright, trademark, trade name, trade secret or other proprietary right.

## 8) MISCELLANEOUS

If any of the provisions of these Terms are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated, to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, so that these Terms shall remain in full force and effect. These Terms constitute the entire and exclusive agreement between you and GSI with regard to your use of the Site and any and all other written or oral agreements or understanding previously existing between you and GSI with respect to such use are hereby superseded and cancelled. GSI will not accept any counter-offers to these Terms and all such offers are hereby categorically rejected. GSI's failure to insist on or enforce strict performance of these Terms shall not be construed as a waiver by GSI of any provision or any right it has to enforce these Terms, nor shall any course of conduct between GSI and you or any other party be deemed to modify any provision of these Terms.

---

Disclaimer for private access sites

You may only access this area of the GSI Site by permission from GSI and through use of an authorized password.

You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify GSI immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by GSI or any other user of or visitor to the Site due to someone else using your password or account.