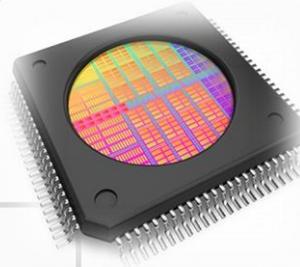


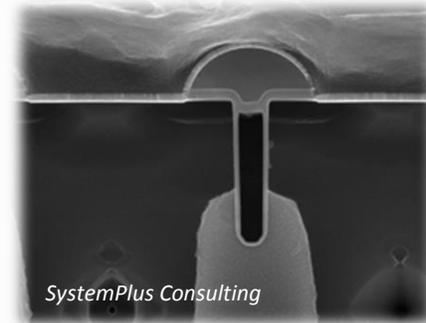
Patent Licensing Companies In Semiconductor Market

Patent Litigation Risk and Potential Targets

February 2017



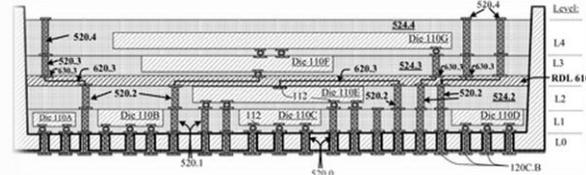
PMI



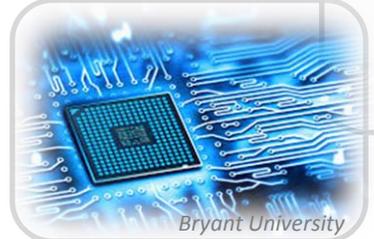
SystemPlus Consulting

REPORT
SAMPLE

WILAN



conversant
INTELLECTUAL PROPERTY MANAGEMENT

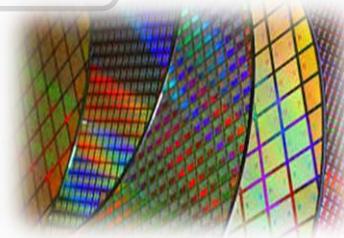


Bryant University

**INTELLECTUAL
VENTURES**

acacia
RESEARCH GROUP

TESSERA



UMC



Micron Technology

THE AUTHORS

REPORT
SAMPLE



Dr. Audrey Bastard

Audrey works for Knowmade in the field of Microelectronics and Nanotechnology. She holds a PhD in Physics from National Polytechnic Institute of Grenoble, France in collaboration with STMicroelectronics, CEA-Leti and CEMES Toulouse. She also holds a Materials Engineering Degree from the Superior Engineering School of Luminy, Marseille, France.

Contact: audrey.bastard@knowmade.fr



Dr. Fleur Thissandier

Fleur works for Knowmade in the field of Microelectronics and Chemistry. She holds a PhD in Material Chemistry and Electrochemistry from CEA/INAC, Grenoble, France. She also holds a Chemistry Engineering Degree from the Superior National School of Chemistry (ENSCM), Montpellier, France

Contact: fleur.thissandier@knowmade.fr



Dr. Nicolas Baron

Nicolas is CEO and co-founder of Knowmade. He leads the Physics Department. He holds a PhD in Physics from the University of Nice Sophia-Antipolis, and a Master of Intellectual Property Strategies and Innovation from the European Institute for Enterprise and Intellectual Property (IEEPI Strasbourg), France.

Contact: nicolas.baron@knowmade.fr



Knowmade is a Technology Intelligence and IP Strategy consulting company specialized in analysis of patents and scientific information. The company supports R&D organizations, industrial companies and investors in their business development by helping them to understand their IP environment and follow technology trends.

Knowmade is involved in Microelectronics & Optoelectronics, Compound Semiconductors, IC Manufacturing & Advanced Packaging, Power & RF Devices, MEMS & Sensors, Photonics, Micro & Nanotechnology, Biotech/Pharma, MedTech & Medical Devices. **Knowmade** provides Prior art search, Patent Landscape Analysis, Patent Valuation, Freedom-to-Operate Analysis, Litigation/Licensing support, Scientific Literature Landscape, Technology Scouting and Technology Tracking. **Knowmade** combines information search services, technology expertise, powerful analytics tools and proprietary methodologies for analyzing patents and scientific information. Knowmade's analysts have an in-depth knowledge of scientific & patent databases and Intellectual Property.

We Know Technology, We Know Patents



TABLE OF CONTENTS

INTRODUCTION	5	IP PROFILE OF KEY PATENT LICENSING COMPANIES
Patent Licensing Companies		Interactions between PLCs and Practising Entities
Scope and Objectives of the report		WiLAN
Main patent assignees mentioned in this report		Tessera
		Conversant IP Management
METHODOLOGY	10	Intellectual Ventures
Patent search, Patent selection, Patent analysis		Acacia Research
Terminologies for patent analysis		Round Rock Research
		DSS Technology Management
PATENT LANDSCAPE OVERVIEW	15	Future Link Systems
Main Patent Licensing Companies in Semiconductors		X2Y Attenuators
Dynamics of US patented Invention Reassignments to PLCs		PACT XPP Technologies
Expected expiration date of US patent reassigned to PLCs in 2013-2016		
Average remaining lifetime of US granted patents reassigned to PLCs in 2013-2016		
		For each Patent Licensing Company:
PATENT LITIGATION OVERVIEW	20	Company profile
Definitions		Recent Patent Acquisitions in Semiconductor Field
Dynamics of US patent litigations filed by selected PLCs in all market sectors		Time Evolution of Patent Litigations in Semiconductor Market
Aggressiveness of selected Patent Licensing Companies in all market sectors		Latest Litigation Campaigns in Semiconductor Market
Dynamics of US patent litigations filed by selected PLCs in Semiconductor market		Potential Targets in Semiconductor Market
Accused products and defendants in recent US Patents litigations in Semiconductor market		Potential Targets by Technology Segment
Aggressiveness of selected Patent Licensing Companies in Semiconductor market		
Litigation risk assessment from PLCs which acquired US patents in 2013-2016		
		CONCLUSION
PATENTED TECHNOLOGIES ACQUIRED BY PLCs in 2013-2016	29	95
Patent Segmentation		
US Patented Inventions Split by Technology		
Patent Licensing Company Patent Portfolios Split by Technology		
		KNOWMADE PRESENTATION
		98

INTRODUCTION

Patent Licensing Company (1/2)



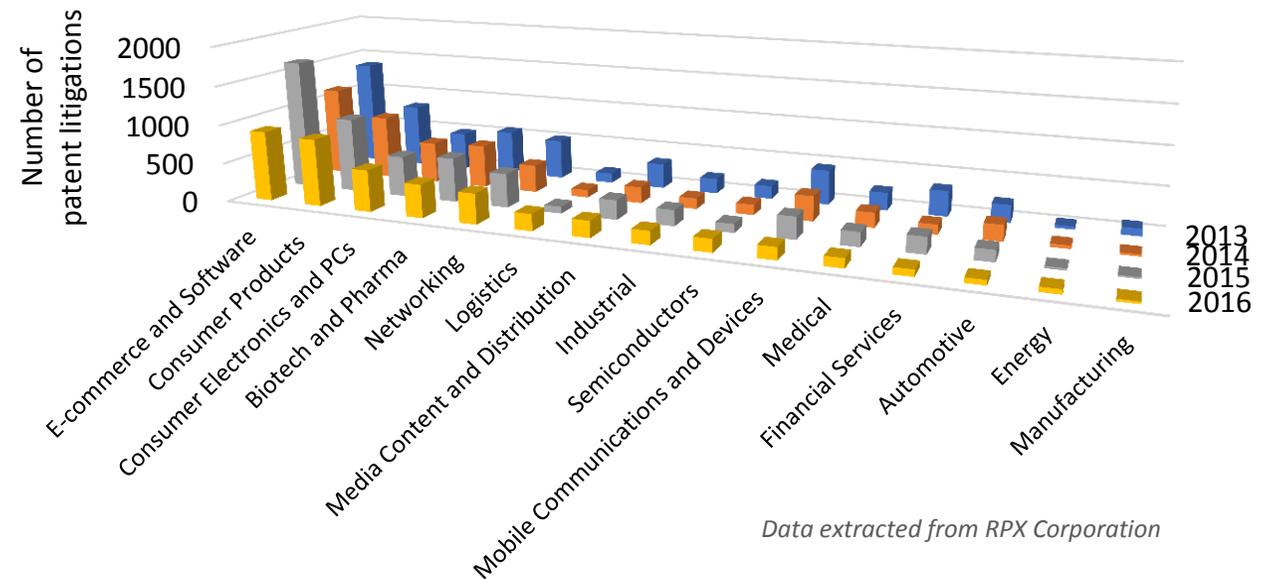
DEFINITION

A **Patent Licensing Company (PLC)** is a non-operating company (i.e. it does not manufacture or market products), deriving the majority of their income from the enforcement of patent rights. PLCs are also known as **Non-Practicing Entity (NPE)**, **Patent Holding Company (PHC)**, **Patent Monetization Entity (PME)**, **Patent Assertion Entity (PAE)** or **Patent Troll**. PLCs have a simple business model: they acquire patents directly from inventors, through patent brokers or selling off assets, then target operating companies that may be infringing those patents and bring legal action to generate a payment. Some of PLCs have R&D activities in order to generate their own patents, and they monetize them by cooperation licensing.

PLCs FEATURES

- PLCs operate in fields with an high probability of patent infringement and they see opportunity in new technologies. According to RPX Corporation, patent risk tends to increase as new technologies emerge, or as existing technologies combine in ways to create new products and services. The convergence of technologies in smartphones led to a dramatic increase in patent litigation in that sector.
- PLCs acquire patents that, on average, received more forward citations, are older, have fewer family members, lie in denser technology fields, have more claims, and contain more non-patent literature references than patents acquired by practicing firms. No significant differences exist with respect to the number of assigned IPC classes, the number of backward references, and whether the patent was granted before acquisition or not.

Number of patent litigations filed by PLCs breakdown by sectors



Data extracted from RPX Corporation

Fischer, Timo and Henkel, Joachim, Patent Trolls on Markets for Technology - An Empirical Analysis of Trolls' Patent Acquisitions (April 28, 2011). <http://dx.doi.org/10.2139/ssrn.1523102>

INTRODUCTION

Patent Licensing Company (2/2)



- In a patent infringement action, the potential sales volume plays a major role for assessing the damage award. Thus, the PLCs come into action when the defendant has reached a critical size and the potential counterfeiters have done irreversible investments.
- PLCs have increasingly targeted numerous companies—both suppliers and users of patented technologies—in a broadening range of business sectors. That means that all companies can be vulnerable.
- PLCs tend to name multiple patent infringers to minimize legal costs and maximize settlement revenues. Usually, PLCs organize their litigation campaigns around a single patent or group of patents that involve similar technologies, allowing them to target any number of companies that rely on that patented technology.
- According to RPX Corporation, in 2015 and in USA, PLCs added more than 5,400 total defendants to infringement lawsuits—among the highest levels of activity in recent years. Companies never sued before for patent infringement and companies with revenues less than \$100 million are just the type that plaintiffs want to target in their next litigations.
- PLCs operate mainly in USA where the litigation damages are much higher than in Europe or Asia. However, the number of patent litigations filed in Europe could increase with the set-up of the European Unified Patent. PLCs focus their prosecutions in few US districts: Texas Eastern, Delaware, Illinois Northern, New-York Southern, California Northern, etc.
- The legal costs alone of a single infringement litigation can range from few hundred thousand to several million dollars. Depending on the situation, the damage amounts can vary a lot. It can be very high if the patent is strong and the defendant position is difficult. For large companies, it is a frustrating problem that can reduce investment and profitability. For smaller companies, a PLC attack can be fatal.
- According to RPX Corporation, the median damages awarded for Non-Practicing Entities* (13,3M\$) is significantly higher than that of practicing entities (4,9M\$) between 2011 and 2015. As a baseline, defendants paid an average of 2.6M\$ in Non-Practicing Entities litigation costs regardless of major event reached, while the median defendant (whatever the type of plaintiff company) paid 407K\$.

**Non-Practicing Entities includes Patent Assertion Entities (named Patent Licensing Companies in the present report), Universities and Research Institutions, individual inventors and Non-Competing Entities (operating companies asserting patents outside their areas of products or services).*

INTRODUCTION

Scope and Objectives of the Report



- This report is focused on **Patent Licensing Companies (PLCs)** which acquired **US patents** between 2013 and 2016 in **Semiconductor** field (semiconductors, transistors, memories, MEMS & sensors, capacitors, image sensors & camera, IC manufacturing, packaging, RF & microwave devices, ...)
- The report provides essential **patent data** on **PLCs**, their recent **US patent acquisitions** and **litigations** in **Semiconductor** field.
- The **objectives** of the report are to **identify** the **most litigious PLCs plaintiffs** in Semiconductor field, **analyze** their **recent US patent acquisitions** in Semiconductor field, and **highlight potential targets for their next lawsuits**.
- The report provides **patent analyses** on **main PLCs** involved in **Semiconductor** field, including:
 - Ranking of PLCs according to their recent patent acquisitions, including technology segmentation (memory, transistor, sensor, packaging ...)
 - Remaining lifetime of PLCs' patents
 - Time evolution of patent lawsuits filed by PLCs
 - Latest patent litigations of each PLC, including defendants, current status and products involved in litigation cases
 - Risk assessment for potential targeted companies
- The **IP profiles of main PLCs** is presented, including recent patent acquisitions, litigations dynamics, recent litigation details, and potential targeted companies for next lawsuits.



METHODOLOGY

Patent Search, Patent Selection, Patent Analysis (1/2)



- The data were extracted from the **FamPat worldwide database** (Questel-ORBIT) which provides 90+ million patent documents in 100+ countries, 100+ patent offices, and **RPX Search database** which contains information on 45,000 litigation cases.
- The search for patents was performed in **October 2016**, hence patents published after this date will not be available in this report.
- The patents were grouped by **patent family**. A patent family is a set of patents filed in multiple countries to protect a single invention by a common inventor(s). A first application is made in one country – the priority country – and is then extended to other countries.
- The **selection of the patents** has been done both **automatically** and **manually** (all details in next slides).

NUMBER OF SELECTED PATENTS

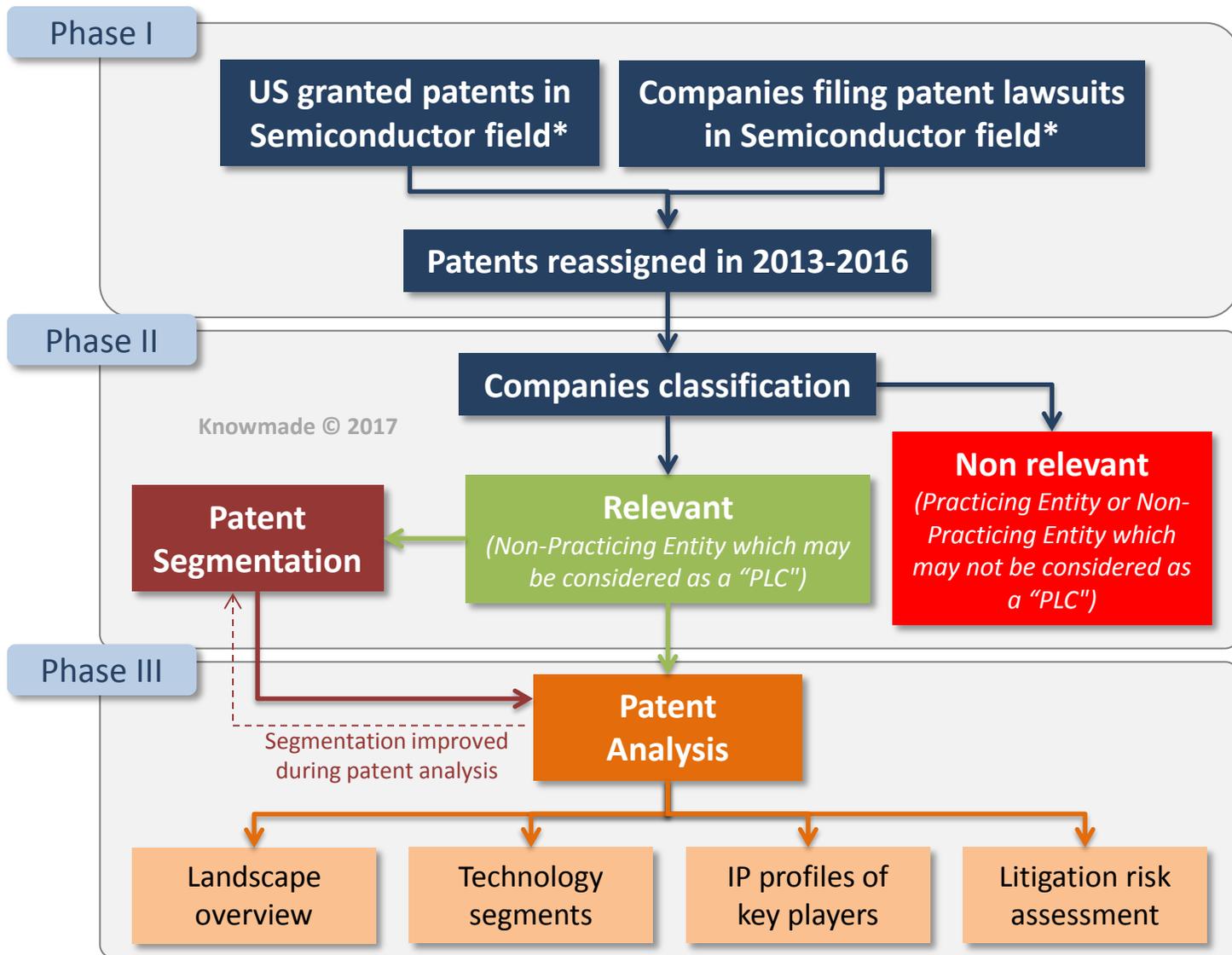
2,888+ patent families in Semiconductor field comprising at least one US granted patent and that have been reassigned to Patent Licensing Companies in 2013-2016

- The statistical analysis was performed with **Orbit IP Business Intelligence web based patent analysis software from Questel**.
- The patents were **manually categorized in technical segments** using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the subject-matter of inventions (all details in next slides).
- For legal status of European (EP) and PCT (WO) patent applications, EPO Register Plus has been used. For legal status of US patents, USPTO PAIR has been used. For legal status of other patents, information have been gotten from their respective national registers.

METHODOLOGY

Patent Search, Patent Selection, Patent Analysis (2/2)

REPORT
SAMPLE



***H01L as International Patent Classification (IPC):** Semiconductor Devices and Electric Solid State Devices. This subclass covers semiconductor devices adapted for rectifying, amplifying, oscillating or switching; semiconductor devices sensitive to radiation; electric solid state devices using thermoelectric, superconductive, piezo-electric, electrostrictive, magnetostrictive, galvano-magnetic or bulk negative resistance effects and integrated circuit devices; photoresistors, magnetic field dependent resistors, field effect resistors, capacitors with potential-jump barrier, resistors with potential-jump barrier or surface barrier, incoherent light emitting diodes and thin-film or thick-film circuits; processes and apparatus adapted for the manufacture or treatment of such devices.

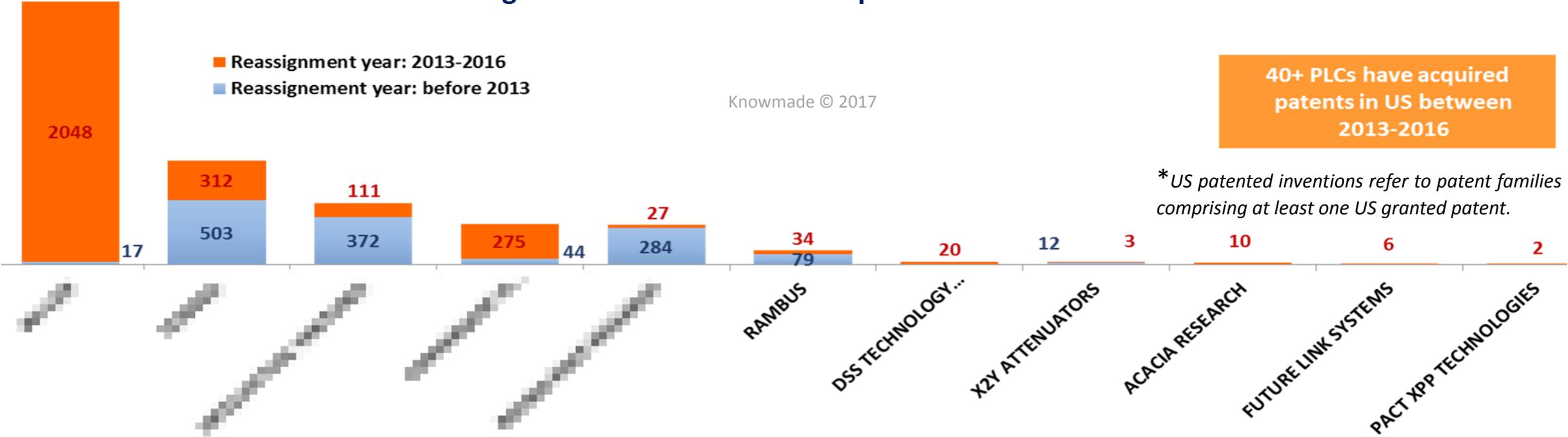
See the complete IPC codes on <http://www.wipo.int/ipcpub>

PATENT LANDSCAPE OVERVIEW

Main Patent Licensing Companies

REPORT SAMPLE

Ranking of Patent Licensing Companies (PLCs) in Semiconductors according to the number of their US patented inventions*



All subsidiaries have been grouped under the name of their parent company

- WiLAN includes North Star Innovation, Innovative Memory Systems, Polaris Innovations and Collabo Innovations.
- Tessera includes Tessera Advanced Technologies, Invensas, Tessera Technologies Hungary KFT, Shellcase and Digital Optics East.
- Conversant IP Management includes Mosaid Technologies, Mosaid Delaware and 658868 N.B. Inc.
- Intellectual Ventures includes Callahan Cellular, Intellectual Ventures I, Intellectual Ventures II, Otrsotech, Casantra Acquisition III, Sokia Mgmt Liability, Collect and Intellectual Ventures Holding 81.
- Acacia Research includes Depth Test and Limestone Memory Systems.

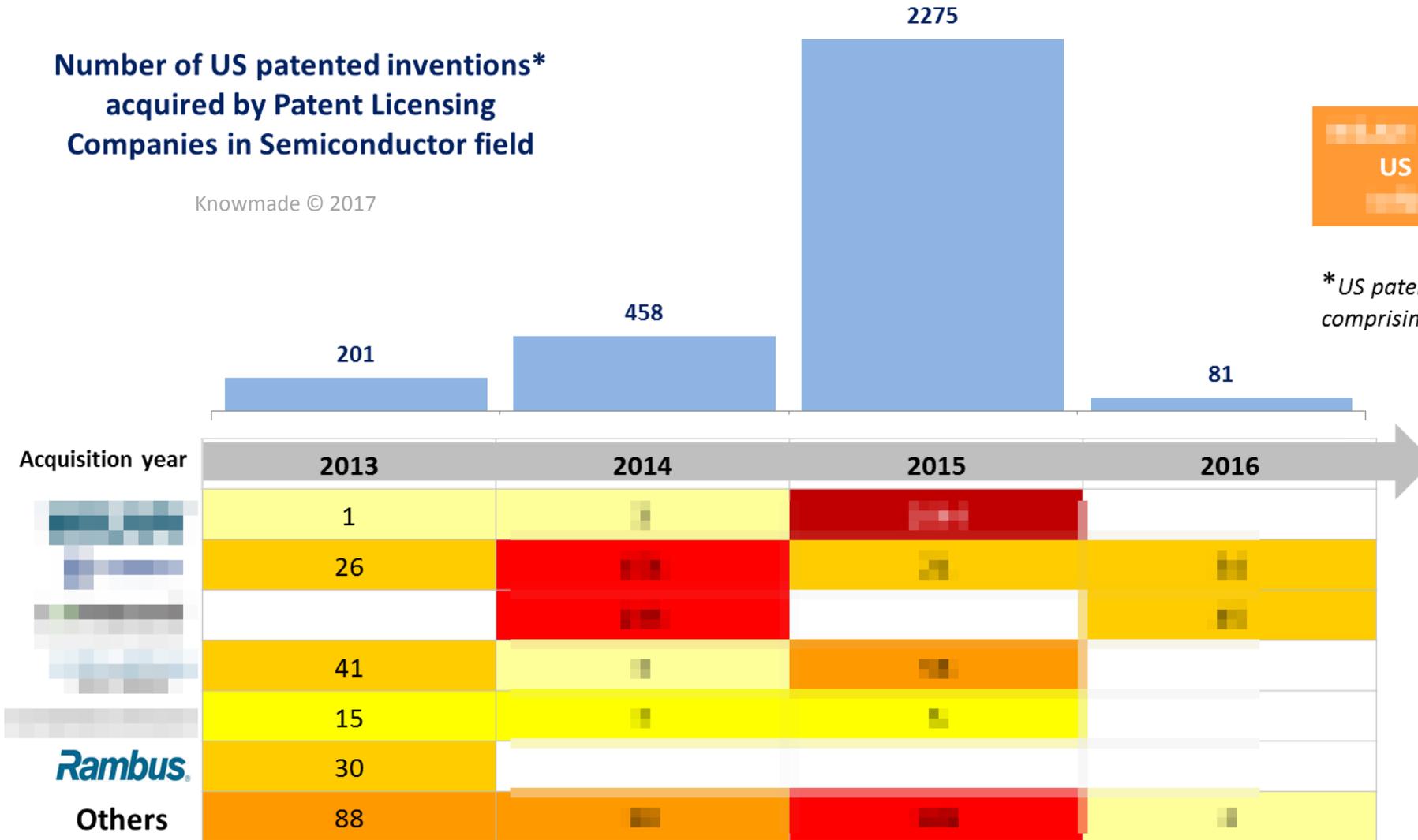
PATENT LANDSCAPE OVERVIEW

Dynamics of US Patented Invention Reassignments to PLCs

REPORT
SAMPLE

Number of US patented inventions*
acquired by Patent Licensing
Companies in Semiconductor field

Knowmade © 2017



acquired a lot of Semiconductor US patents in 2015 (mainly from [redacted])

*US patented inventions refer to patent families comprising at least one US granted patent.

Patent acquisitions are detailed in the part "IP Profile of Key Patent Licensing Companies", including originating patent assignees, corresponding years of patent reassignments, and context of the reassignments

Note: The patent search was done in October 2016, thus the data corresponding to the year 2016 are not complete here.

PATENTED TECHNOLOGIES ACQUIRED BY PLCs in 2013-2016

PLCs Patent Portfolios Split by Technology

REPORT
SAMPLE

	Memories	Transistors	Capacitors	Packaging	IC Manufacturing	MEMS & Sensors	Power Devices	RF & Microwaves Devices	Image Sensors & Camera	LED
	Dark Red	Red	Orange	Red	Red	Orange	Orange	Yellow	Yellow	Yellow
	Orange	Yellow	Yellow	Orange	Orange	Yellow	Yellow	Yellow	Yellow	Yellow
	Orange	Yellow	Yellow	Orange	Orange	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Orange	Yellow	Orange	Yellow	Yellow	Orange	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow
Knowmade © 2017	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow	Yellow

Number of US patented inventions*



*US patented inventions refer to patent families comprising at least one US granted patent. Note that an US patented Invention can belong to several technological segments.

PATENT LITIGATION OVERVIEW

Dynamics of US patent litigations filed by selected PLCs in Semiconductor market



Year of litigation filings (in Semiconductor market)

Patent Licensing Company	Litigation counts	Before 2006	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
[Redacted]	6			1	2	8	2	1	1	1	1	1	1
[Redacted]	1			1	3	2					1	1	1
[Redacted]	7					1		1	1			1	1
[Redacted]	2			2	3		3	1	1		1	1	1
[Redacted]	3	1					7						
[Redacted]							2	1		1	1	1	
[Redacted]	7							1	1		1	1	
[Redacted]	6									1	1	1	1
[Redacted]	3			1						1	1		
X2Y Attenuators	2							1					
Future Link Systems	1										1		
Empire IP LLC	1										1		

Strong patent enforcement activity for [Redacted] since 2014

PLCs enforcing their patents since many years but showing a lower activity since few years

PLCs recently asserting their patents in Semiconductor market

The PLCs listed are the ones selected for the present study. The values represent the number of US litigations filed by the corresponding Patent Licensing Company in Semiconductor market.

Knowmade © 2017

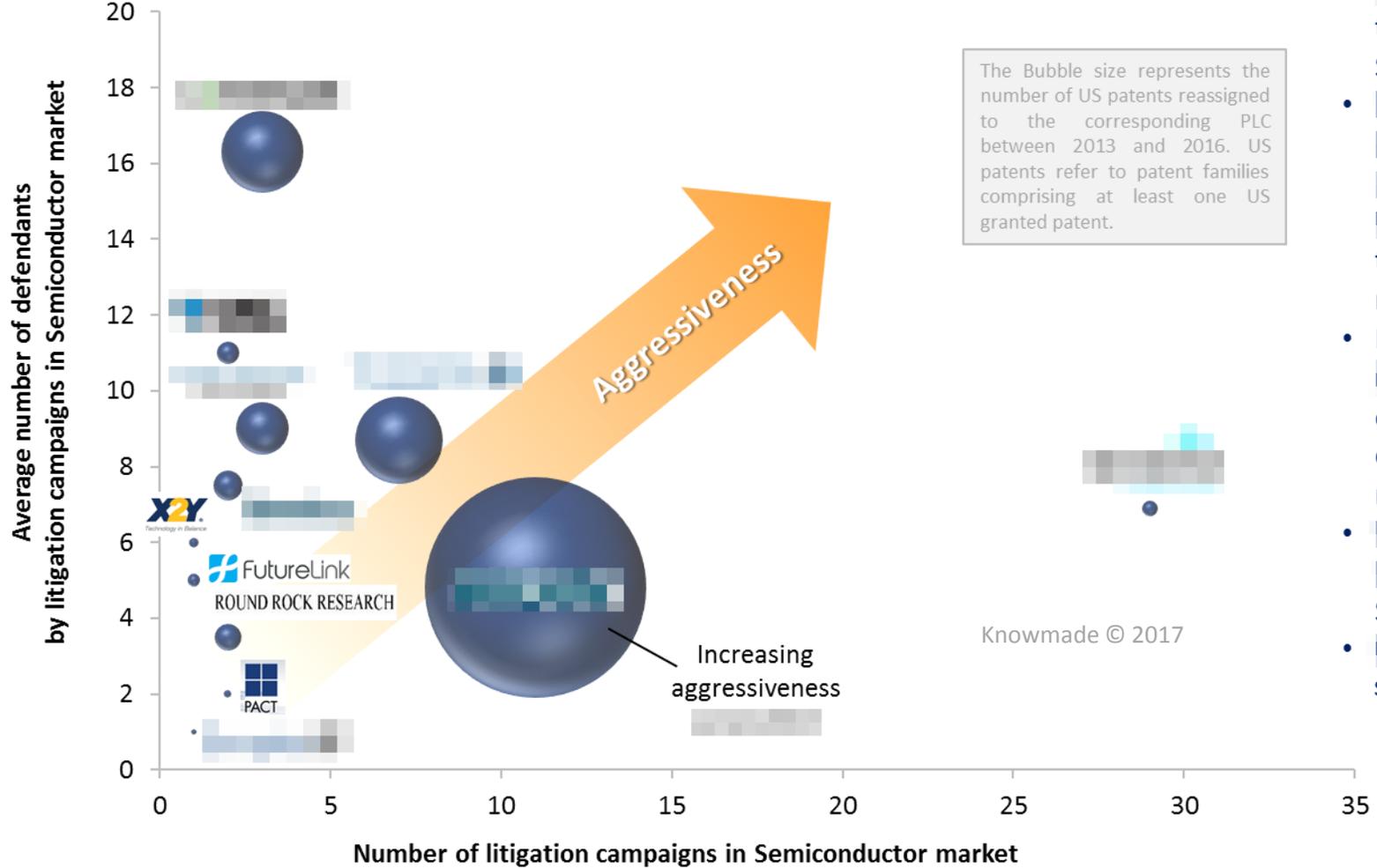
Note: On the next pages, information on accused products and corresponding defendants for recent litigations of [Redacted] and [Redacted] are provided. All information on all litigations are provided in the part "Patent Licensing Company IP Profile".

PATENT LITIGATION OVERVIEW

Aggressiveness of selected Patent Licensing Companies in Semiconductor market

REPORT
SAMPLE

Aggressiveness of PLCs* in Semiconductor market



- [Redacted] and [Redacted] are the most aggressive Patent Licensing Companies in Semiconductor field.
- [Redacted] is currently the most aggressive PLC. [Redacted] litigate patents acquired from [Redacted]. They should continue to file numerous patent litigations on related products within next years.
- Despite its low number of patents in Semiconductor field, [Redacted] highest number of patent litigation campaigns with a relatively high number of defendants. They could continue to file numerous litigation campaigns within next years.
- [Redacted] and [Redacted] are also aggressive Patent Licensing Companies in Semiconductor field.
- [Redacted] have not filed patent law suits since 2010-2011.

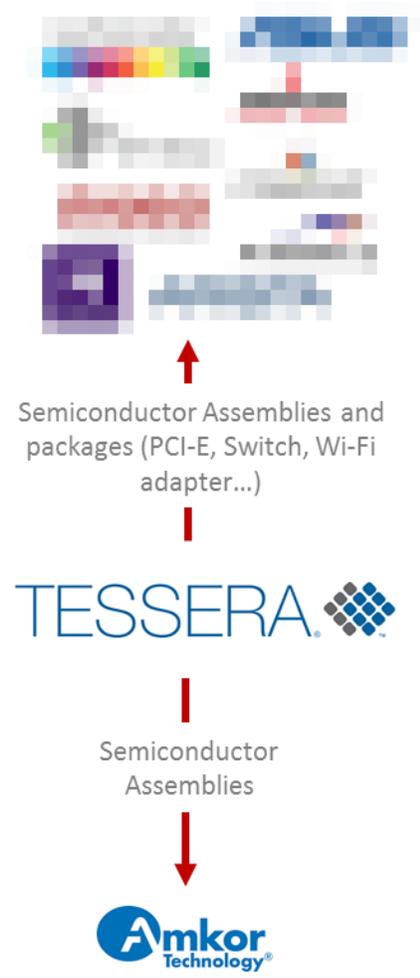
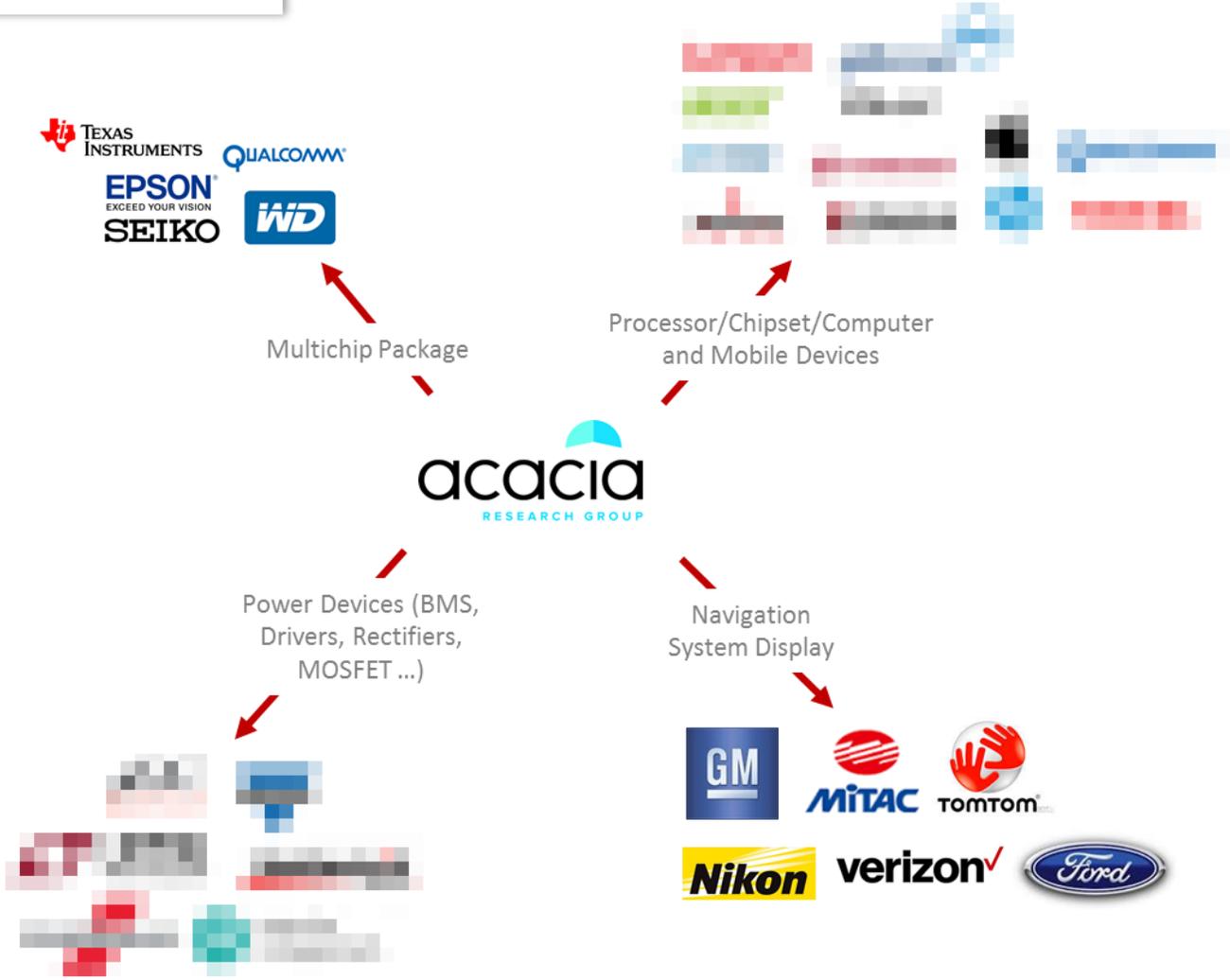
*Patent Licensing Companies which acquired US patents between 2013 and 2016 in Semiconductor field

PATENT LITIGATION OVERVIEW

Accused products and defendants in recent US patent litigations in Semiconductor market

REPORT SAMPLE

Plaintiff → Defendant



REPORT
SAMPLE

IP PROFILE OF KEY PATENT LICENSING COMPANIES

WiLAN



TESSERA

INTELLECTUAL
VENTURES

Rambus

conversant
INTELLECTUAL PROPERTY MANAGEMENT

acacia
RESEARCH GROUP

ROUND ROCK RESEARCH

DSS

 FutureLink

X2Y
Technology in Balance

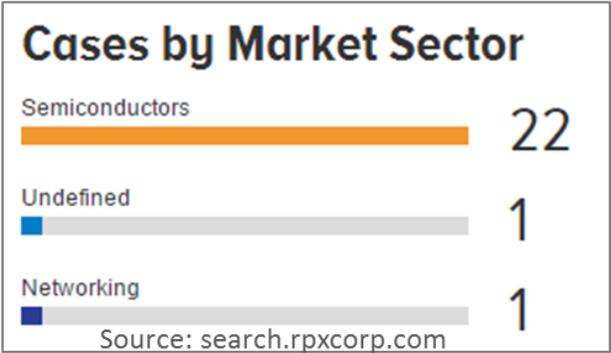

PACT

Patent Licensing Company A

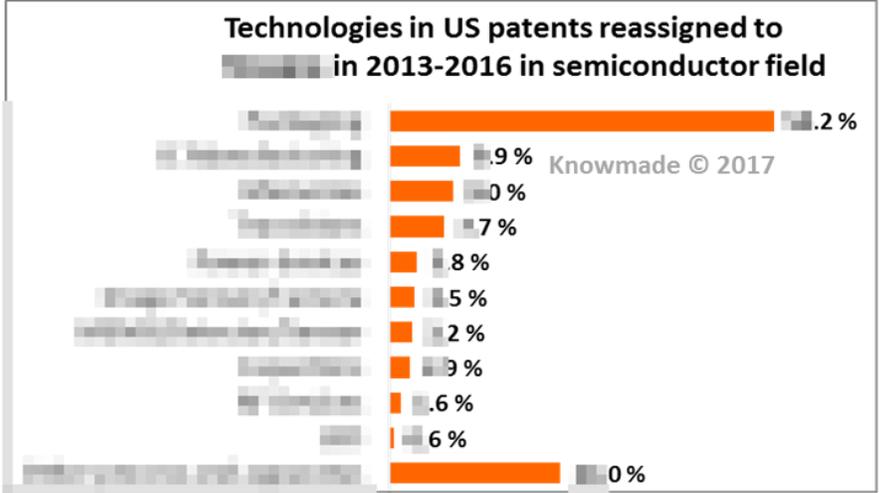
Company Profile



- Company A is an American company founded in 1990 which develops and markets integrated circuit packaging technology for the semiconductor industry. The company invents, develops, and delivers imaging and optics solutions. Its products include micro-optic lenses. The company also develops and licenses technologies, which include imaging and optics technologies and wafer-level chip scale packaging technology to create image sensor packaging solutions. In addition, it offers micro-electronics technologies, including chip scale packaging technology for the fabrication of connectivity solutions for die-to-package, package-to-printed circuit board (PCB), package-to-package, and micro via connectivity for package substrates, PCBs, and flexible printed circuits.
- As of March 2016, Company A has at least 40 known subsidiaries. In August 2010, Company A entered into a strategic patent licensing alliance with Company C. Further indications of this close working relationship include Company B's sale of 65 XXX patents to Company C in November 2010. In August 2015, Company A acquired Company D, a semiconductor company with patent holdings of its own.
- Company E is an American company founded in 2008 which operates as a subsidiary of Company A. The company acquires, develops and monetizes strategic intellectual property in circuitry design, 3-D systems, memory modules and other enabling technologies. The company focuses on the development of enabling technologies in advanced semiconductor packaging for advanced mobility and storage products. It serves mobile, storage, and consumer electronics sectors.



Company A began asserting its patents in litigation in 2000. Since then, Company A filed more than 25 patent litigations, including 22 patent litigations in semiconductor field. Company A filed XX patent litigations in 2015-2016, including XX related to semiconductor market.



In semiconductor field, XXXX US patents have been reassigned to Company A between 2013 and 2016

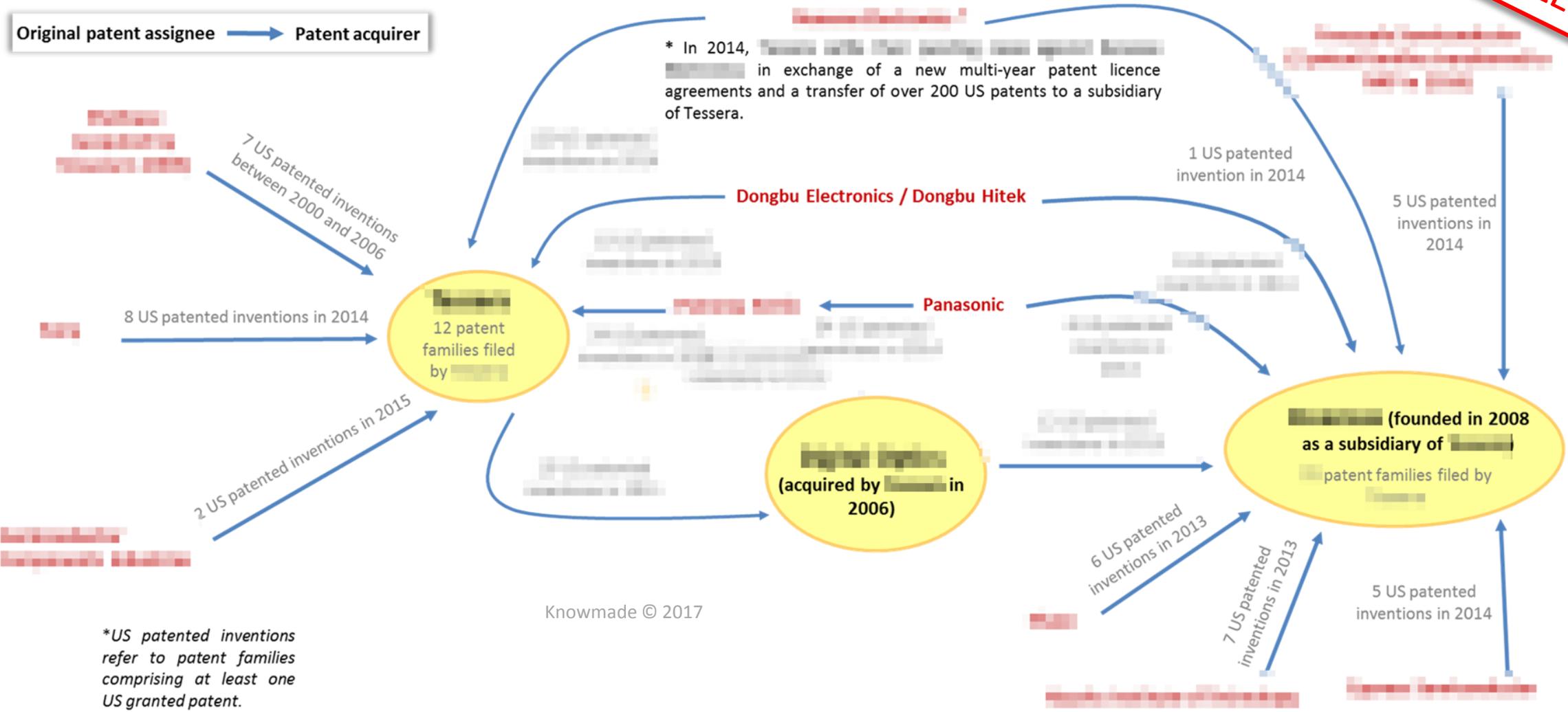
Patent Licensing Company A

Recent Patent Acquisitions in Semiconductor Field

**REPORT
SAMPLE**

Original patent assignee → Patent acquirer

* In 2014, [redacted] in exchange of a new multi-year patent licence agreements and a transfer of over 200 US patents to a subsidiary of Tessera.



*US patented inventions refer to patent families comprising at least one US granted patent.

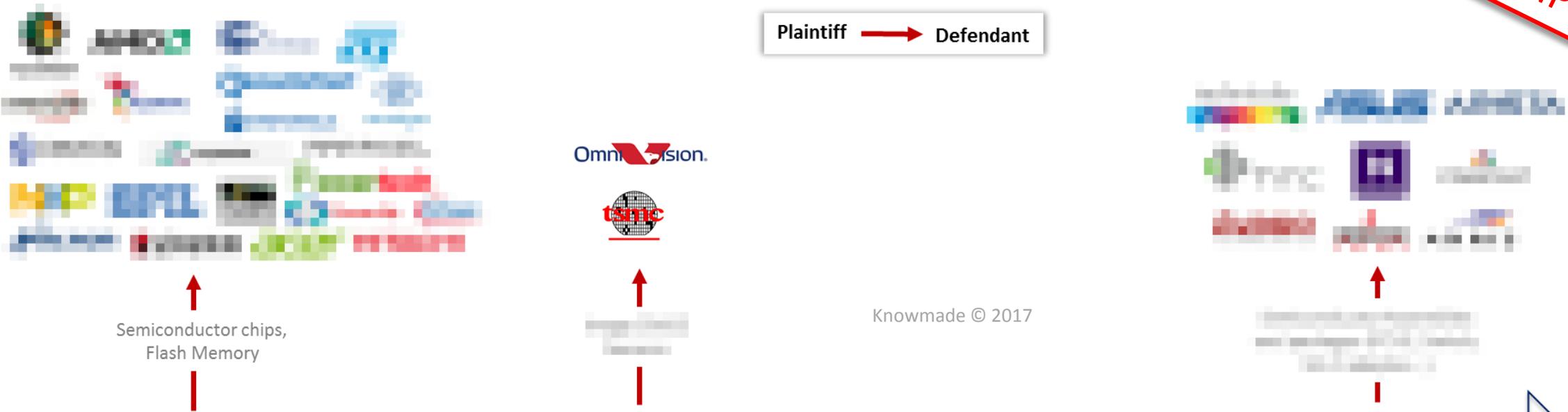
Knowmade © 2017

Patent Licensing Company A

Time Evolution of Patent Litigations in Semiconductor Market

REPORT
SAMPLE

Plaintiff → Defendant



Knowmade © 2017

Company A

2010

2012

2014

2016

Start year of litigation campaign

SONY

Patent Licensing Company A

Latest Litigation Campaigns in Semiconductor Market

**REPORT
SAMPLE**

Plaintiff	Start date	Patents in litigation campaign	Defendant	Date of filing	Case Number	Court	Nature of suit	Status	Products involved in the litigation
[Redacted]	2016- [Redacted]	US685 [Redacted] US613 [Redacted] US684 [Redacted]	[Redacted]	2016- [Redacted]	1:16-cv- [Redacted]	District of Delaware	Infringement	Open	[Redacted] KR, XE104-P1 [Redacted] 18, PEX8680- [Redacted] semiconductor devices
			[Redacted]	2016- [Redacted]	1:16-cv- [Redacted]	District of Delaware	Infringement	Open	[Redacted] Mini Card devices, [Redacted] stream 802
			[Redacted]	2016- [Redacted]	337-TA- [Redacted]	Knowmade © 2017	Open		
[Redacted]	2012- [Redacted]	US695 [Redacted] US621 [Redacted] US608 [Redacted] US604 [Redacted] US628 [Redacted] US566 [Redacted] US604 [Redacted]	[Redacted]	2016- [Redacted]	1:16-cv- [Redacted]	District of Delaware	Willful Patent Infringement	Open	[Redacted] 076, BCM4330, [Redacted] 362, BCM43455, [Redacted] 56, BCM47511, [Redacted] 531, BCM47731, [Redacted] semiconductor
			[Redacted]	2012- [Redacted]	1:12-cv- [Redacted]	District of Delaware	Willful Patent Infringement	Closed (2015-01-20) Dismissal with prejudice by [Redacted] (Global settlement: [Redacted])	[Redacted] holded underfill [Redacted] interclaim filed)
[Redacted]	2016- [Redacted]	US697 [Redacted] US657 [Redacted]	[Redacted]	2016- [Redacted]	1:16-cv- [Redacted]	District of Delaware	Infringement	Open	[Redacted] 3, and others - [Redacted] ices

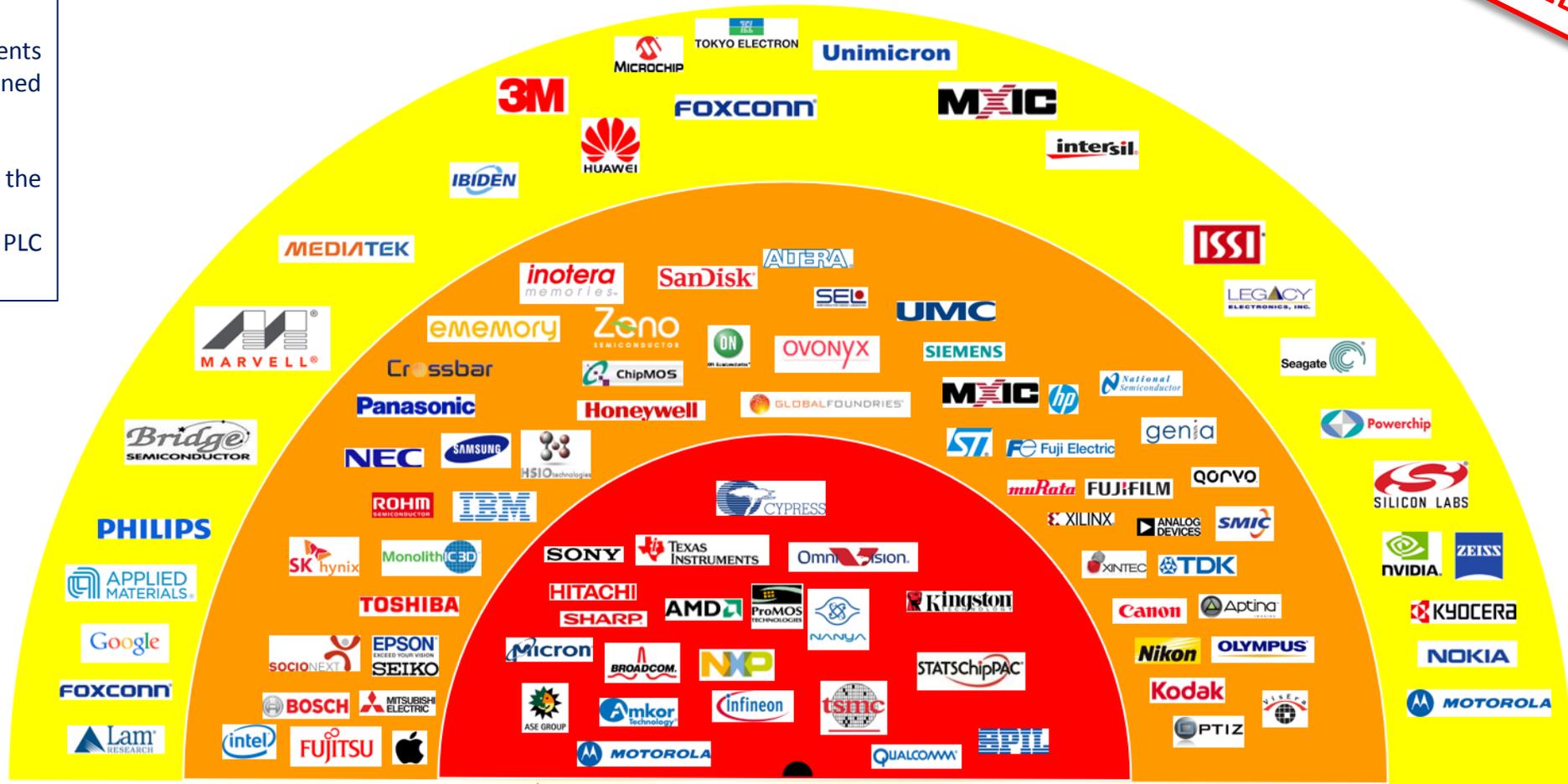
Patent Licensing Company A

Potential Targets in Semiconductor Market

REPORT
SAMPLE

Litigation risk assessment is based on following indicators:

- Degree of similarity between patents owned by the PLC and those owned by the potential target.
- Products available on the market.
- Patent litigation history between the PLC and the potential target.
- Past agreements between the PLC and the potential target.



Moderate High Very high
Litigation Risk

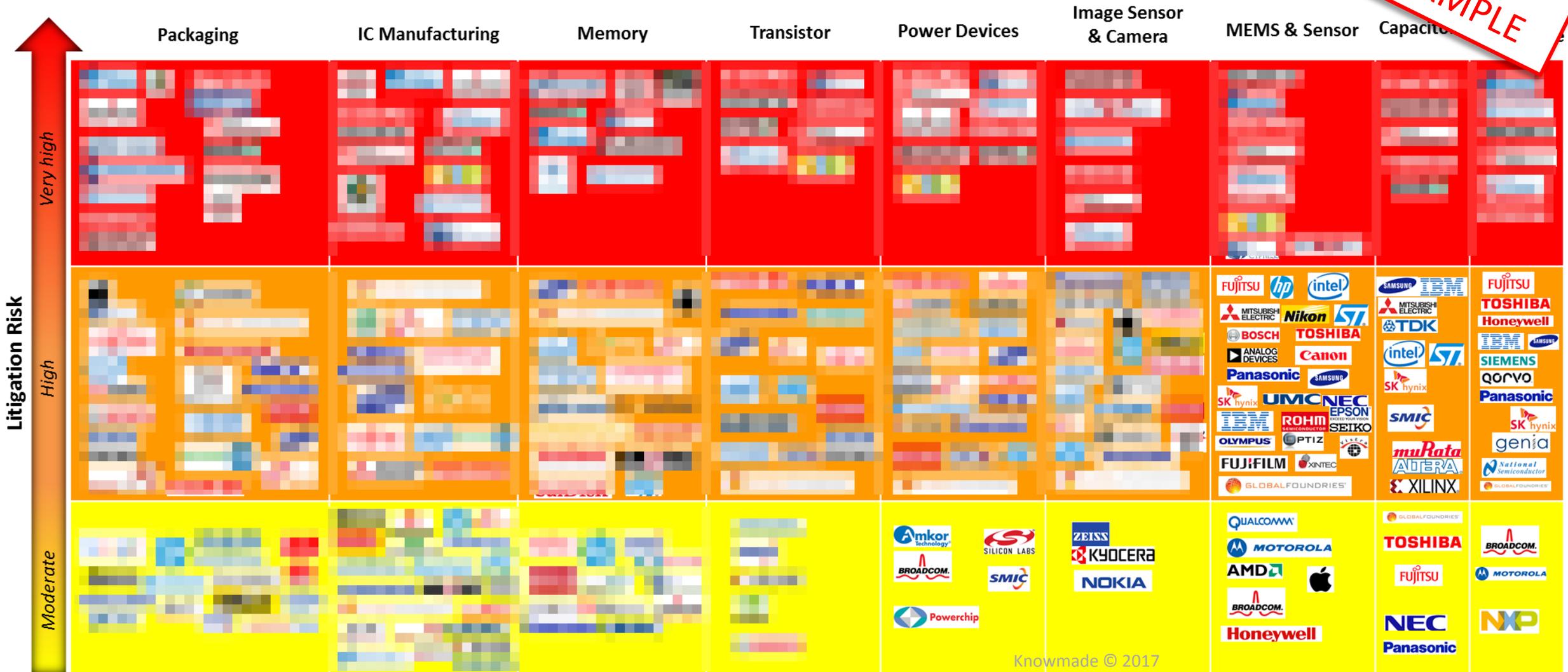
**Patent Licensing
Company A**

Knowmade © 2017

Patent Licensing Company A

Potential Targets by Technology Segment

REPORT
SAMPLE



Litigation risk assessment is based on the degree of similarity of patents, the products available on the market, the patent litigation history and the past agreements between the Patent Licensing Company and the potential target. The segment size is relative to its share in the patent portfolio of the Patent Licensing Company.

ORDER FORM

Patent Licensing Companies in Semiconductor Market 2017 Patent Litigation Risk and Potential Targets

Ref.: KM17002

SHIP TO

Name (Mr/Ms/Dr/Pr):

Job Title:

Company:

Address:

City:

State:

Postcode/Zip:

Country:

VAT ID Number for EU members:

Tel:

Email:

Date:

PAYMENT METHODS

Check

To pay your invoice using a check, please mail your check to the following address:

KnowMade S.A.R.L.
2405 route des Dolines, BP 65
06902 Valbonne Sophia Antipolis
FRANCE

Money Transfer

To pay your invoice using a bank money wire transfer please contact your bank to complete this process. Here is the information that you will need to submit the payment:

Payee: KnowMade S.A.R.L.
Bank: Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var
IBAN: FR76 1560 7000 6360 6214 5695 126
BIC/SWIFT: CCBPFRPPNCE

Paypal

In order to pay your invoice via PAYPAL, you must first register at www.paypal.com. Then you can send money to the KnowMade S.A.R.L. by entering our E-mail address contact@knowmade.fr as the recipient and entering the invoice amount.

RETURN ORDER BY

E-mail: contact@knowmade.fr

Mail: KnowMade S.A.R.L. 2405 route des Dolines, 06902 Sophia Antipolis, FRANCE



PRODUCT ORDER

€4,990 – Single user license*

€5,990 – Corporate license

For price in dollars, please use the day's exchange rate. For French customer, add 20% for VAT.

All reports are delivered electronically in pdf format at payment reception.

**Single user license means only one person at the company can use the report. Please be aware that our publication will be watermarked on each page with the name of the recipient and of the organization (the name mentioned on the PO). This watermark will also mention that the report sharing is not allowed.*

I hereby accept Knowmade's Terms and Conditions of Sale

Signature:

Terms and Conditions of Sales

DEFINITIONS

“Acceptance”: Action by which the Buyer accepts the terms and conditions of sale in their entirety. It is done by signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”.

“Buyer”: Any business user (i.e. any person acting in the course of its business activities, for its business needs) entering into the following general conditions to the exclusion of consumers acting in their personal interests.

“Contracting Parties” or “Parties”: The Seller on the one hand and the Buyer on the other hand.

“Intellectual Property Rights” (“IPR”) means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

“License”: For the reports and databases, 2 different licenses are proposed. The buyer has to choose one license:

1. One user license: a single individual at the company can use the report.

2. Multi user license: the report can be used by unlimited users within the company. Subsidiaries are not included.

“Products”: Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.

“Seller”: Based in Sophia Antipolis (France headquarters), Knowmade is a technology intelligence company specialized in the research and analysis of scientific and technical information. We provide patent landscapes and scientific state of the art with high added value to businesses and research laboratories. Our intelligence digests play a key role to define your innovation and development strategy.

1. SCOPE

1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-ambiguous consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”. This results in acceptance by the Buyer.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer’s address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

2. MAILING OF THE PRODUCTS

2.1 Products are sent by email to the Buyer:

- within [1] month from the order for Products already released; or

- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be

sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer’s risk.

3. PRICE, INVOICING AND PAYMENT

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:

Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var

BIC or SWIFT code: CCBPFRPPNCE

IBAN : FR76 1560 7000 6360 6214 5695 126

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

4. LIABILITIES

4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.

4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement

4.3 In no event shall the Seller be liable for:

a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller’s website or the Products, or any information provided on the website, or in the Products;

b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.

4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.

4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.

4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, loss caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.

4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.

4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of

saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

5. FORCE MAJEURE

The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.

6. PROTECTION OF THE SELLER’S IPR

6.1 All the IPR attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.

6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish the Product, or any part of it to any other party other than employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use the Product for purposes such as:

- Information storage and retrieval systems;

- Recordings and re-transmittals over any network (including any local area network);

- use in any timesharing, service bureau, bulletin board or similar arrangement or public display;

- Posting any Product to any other online service (including bulletin boards or the Internet);

- Licensing, leasing, selling, offering for sale or assigning the Product.

6.3 The Buyer shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial consequences in their entirety.

6.4 The Buyer shall define within its company point of contact for the needs of the contract. This person will be the recipient of each new report in PDF format. This person shall also be responsible for respect of the copyrights and will guaranty that the Products are not disseminated out of the company.

7. TERMINATION

7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be borne by the Seller, following this decision.

7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders, without being liable for any compensation.

8. MISCELLANEOUS

All the provisions of these Terms and Conditions are for the benefit of the Seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.

Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.

The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.

9. GOVERNING LAW AND JURISDICTION

9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse, which shall have exclusive jurisdiction upon such issues.

9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.



KnowMade SARL
2405 route des Dolines
06902 Sophia Antipolis, France

www.knowmade.com
contact@knowmade.fr