

**REPORT
SAMPLE**

Consumer Physics SCiO Molecular Sensor Patent-to-Product Mapping

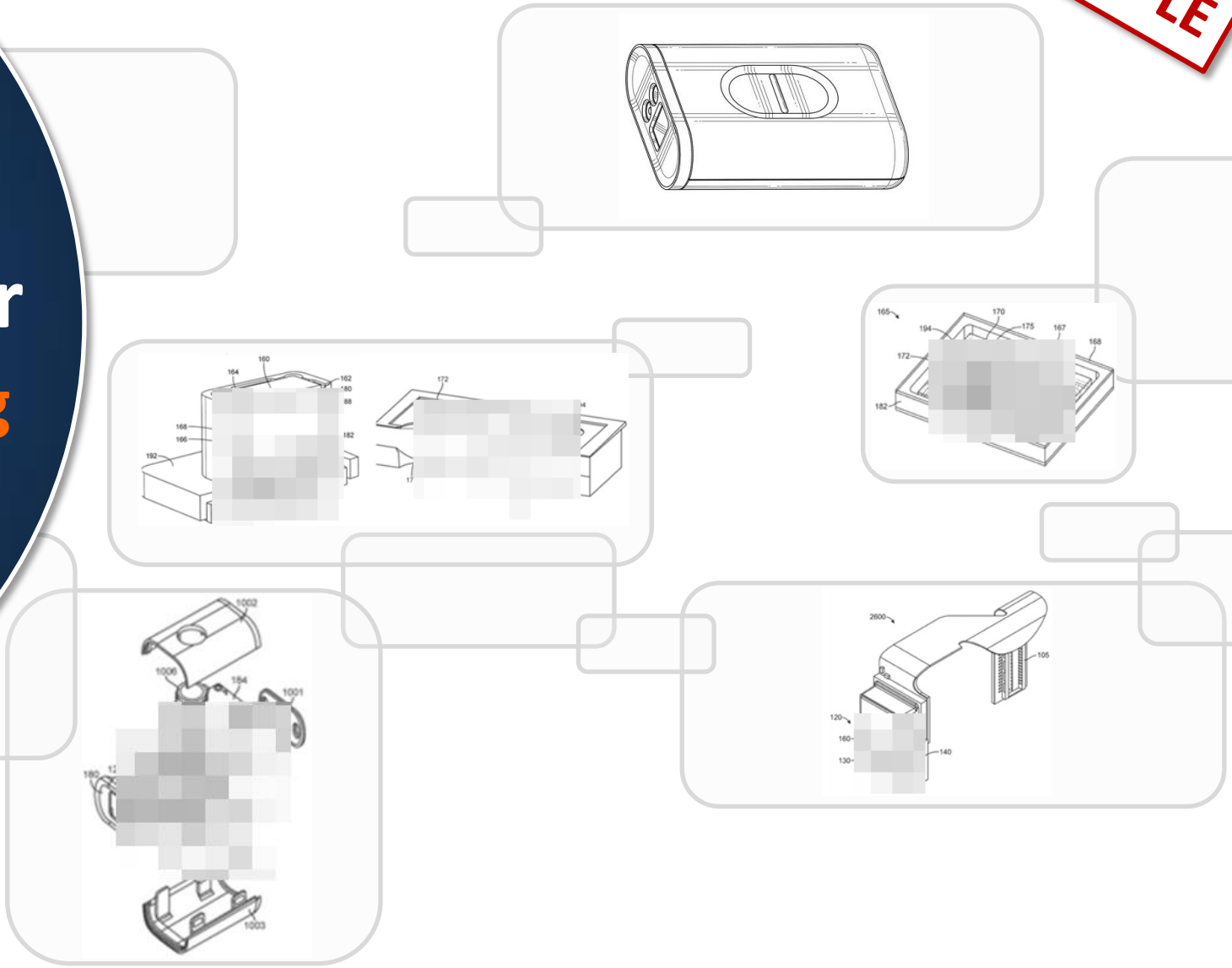


TABLE OF CONTENTS

INTRODUCTION	7	Spectrometer Head	42
Scope of the Report	8	Spectrometer Module	45
Key Features of the Report	9	Window	47
Terminology for Patent Analysis	10	Diffuser	48
METHODOLOGY	12	Light Filter	49
Teardown Analysis and Patent Mapping	13	Second Diffuser	50
Patent Database and Tools	14	Glass Plate	51
Patent Search Strategy	15	Optical Adhesive	52
COMPANY PROFILE	16	Filter Matrix	53
Consumer Physics	17	Optical Filter	55
PATENT LANDSCAPE OVERVIEW	20	Filter Coating	56
Patent Family List	21	Lens Array	57
Time Evolution of Patent Applications	22	Lens	58
Distribution by Legal Status	22	Channels	59
Geographic Map of Published Patents	24	Image Sensor	60
Main IP Representatives	25	Illumination Module	62
Inventors	26	Window	64
Patent Citation Analysis	27	Parabolic Concentrator	65
Patents Blocking Potential	29	Wavelength Shifting Plate	66
Trademark infringement	30	Light Source	67
Conclusion	31	Temperature Sensor Module	68
PATENT-TO-PRODUCT MAPPING	32	Window	70
Spectrometer Package	33	Temperature Sensor	71
Operating Button	36	Accessory	72
USB Connector	37	Sheath	73
Assembly	38	Sample Container	74
Battery	39	Liquid Measurement Accessory	76
Heat sink	40	Future development	77
Battery Indicator	41	KNOWMADE presentation	79

AUTHORS



- Headquartered in Sophia Antipolis, France, **Knowmade** is a Technology Intelligence and IP Strategy consulting company. We provide patent search, patent analysis, patent valuation, IP landscape, scientific literature landscape, technology scouting, technology transfer and technology tracking. Our service offer consists of custom studies, on-demand tracking, analysis reports and strategy consulting. Knowmade combines information search services, scientific expertise, powerful analytics and visualization tools, and proprietary methodologies for analyzing patents and scientific information. With a solid focus on Microelectronics, Compound Semiconductors, LED, MEMS, Nanotechnology and Biotechnology, **Knowmade** supports research laboratories, industrial companies and investors in their business development.
- Headquartered in Nantes, France, System Plus Consulting specializes in technology and cost analysis of electronic components and systems in the fields of Integrated Circuits, Power Devices and Modules, MEMS and Sensors, LED, Image Sensors, Packaging including wafer level, Electronic Boards and Systems. The company offers custom reverse costing analyses, standard reverse costing reports and costing tools. These analyses are used by Purchasing Departments to measure their suppliers' cost structure, R&D Departments to confirm technological choices depending on their impact on costs, and Benchmarking/Marketing Departments to monitor the products on the market.

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SYSTEMPlus CONSULTING Reverse Costing & Technology Analysis **REPORT**

LED IC MEMS IMAGING PACKAGING SYSTEM POWER

SCiO Molecular Sensor from Consumer Physics: Mobile Spectrometer Dongle

The world's first pocket-sized molecular sensor that can be integrated into consumer smartphones



For a long time, spectral analysis of materials has been limited to academic research. Everyday application of this type of analysis could bring new interactions in areas including food, fitness and medication. Starting with a crowdfunding campaign, and following the path of companies like FLIR, Consumer Physics,

which was formerly Verifood Ltd., has created the first dongle molecular sensor, the SCiO Spectrometer. Thanks to big data and cloud technology, the dongle spectrometer claims to take the spectral fingerprint of any substance and quantify or identify any compound.

Consumer Physics is the first to bring spectrometry to consumers. Unlike other spectrometers, Consumer Physics produces a very simple package based on a tiny spectrometer head, with an area of 13 mm x 19 mm.

The SCiO Spectrometer integrates a 1.2 M pixel monochromatic CMOS image sensor from ON Semiconductor, a white LED from OSRAM and a bespoke filter/lens array. The LED is coupled to a reflector in the illumination module, which shines light on the analyzed substance, whose molecules absorb specific wavelengths. The received light in the spectrometer module is filtered and broken up into different wavelengths by the various lenses. Finally, the image sensor gives an instant response from the analyzed substance.

To provide spectral analysis, SCiO's distinguishing feature eliminates the optical network usual in spectrometers, replacing it with a bespoke Fabry-Perot filter. All data processing is done by a chipset developed and produced by Analog Devices on a high-density printed circuit board.

Based on a complete teardown of the SCiO Spectrometer, the report provides technology and cost analysis with a detailed focus on the spectrometer head. Complete cost analysis is provided, fully disclosing the potential for mass adoption of the component.



Title: SCiO Spectrometer
Pages: 110 (Sensor) + 55 (System)
Date: March 2017
Format: PDF & Excel file
Price: Full report: EUR 3,990
Bundle offer: EUR 5,990 with Consumer Physics SCiO Molecular Sensor: Patent-to-Product Mapping

COMPLETE TEARDOWN WITH:

- Detailed photos
- Precise measurements
- Material analysis
- Complete and priced bill-of-materials of the spectrometer
- Manufacturing process flow for the spectrometer head
- Supply chain evaluation
- Manufacturing cost analysis
- Selling price estimate



TABLE OF CONTENTS

GLOBAL SYSTEM REPORT Overview / Introduction Company Profile System Physical Analysis <ul style="list-style-type: none"> • Views and Dimensions • System Opening and Overview • Main Electronic Board <ul style="list-style-type: none"> ✓ Top side – high definition photo ✓ Top side – main component markings ✓ Top side – main component identification ✓ Bottom side – high definition photo ✓ Bottom side – component markings ✓ Bottom side – component identification ✓ Thermal paste EDX analysis Cost Analysis <ul style="list-style-type: none"> • Assessing the BOM • Electronic Board PCB and BOM Cost • Housing BOM Cost • Material Cost Breakdown Manufacturing Process Flow <ul style="list-style-type: none"> • Detail of Electronic Board Added Value (AV) Cost • Housing Board Added Value (AV) Cost • Added Value Cost Breakdown • Manufacturing Cost Breakdown Selling Price <ul style="list-style-type: none"> • Estimation of the Manufacturing Price • Estimation of the Selling Price 	SENSOR MODULE REPORT Overview / Introduction Company Profile Spectrometer Head Physical Analysis <ul style="list-style-type: none"> • Spectrometer Head Package <ul style="list-style-type: none"> ✓ Package view, dimensions and disassembly ✓ Top package disassembly and cross-section: window, diffuser, reflector • Spectrometer Module <ul style="list-style-type: none"> ✓ Filter and lens array view, dimensions and cross-section • Image Sensor <ul style="list-style-type: none"> ✓ CIS view, dimensions, pixels, main blocks and cross-section • Illumination Module <ul style="list-style-type: none"> ✓ LED view, dimensions, package opening and package/die cross section • Temperature Sensor Module Spectrometer Head Manufacturing Process Flow <ul style="list-style-type: none"> • Yield Hypotheses • CMOS Image Sensor Cost <ul style="list-style-type: none"> ✓ CIS, filter and microlens front-end cost, CIS wafer and die cost • Lens & Filter Array Cost <ul style="list-style-type: none"> ✓ Lens and filter front-end cost, front-end cost per process step, die cost and assembly cost • Spectrometer Head Final Assembly and Component Cost Estimated Price Analysis
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Stéphane Elisabeth
 Stéphane has a deep knowledge of materials characterizations and electronics systems. He holds an engineering degree in electronics and numerical technology, and a PhD in materials for microelectronics.

Farid Hamrani
 Farid is focused on system reverse costing analysis. He has worked for Tronico in the field of high temperature electronic assembly and qualification and holds a master's degree in microelectronics.

Yvon Le Goff (Lab)
 Yvon joined System Plus Consulting in 2011 to set up its laboratory. He previously worked for 25 years at Atmel Nantes Technological Analysis Laboratory and for three years at Hirez Engineering.

ANALYSIS PERFORMED WITH OUR COSTING TOOLS SYSCost+ AND IC PRICE+

	Process-Based Costing Tools	Parametric Costing Tools
Integrated Circuits		IC Price+
MEMS	MEMS CoSim+	MEMS Price+
Power Devices & Modules	Power CoSim+	Power Price+
LEDs	LED CoSim+	
Advanced Packaging	3D-Package CoSim+	
Electronic Boards Substrates		PCB Price+
Electronic Systems	SYSCost+	
Displays		Display Price+

System Plus Consulting offers powerful costing tools to evaluate the production cost and selling price from single chip to complex structures.

SYSCost+
 It provides all component costs estimation including PCB, housing and connectors, and a simulation of the assembly cost and test process at the board and system level, in order to help you defining the cost of an electronic system.

IC Price+
 This tool performs the necessary cost simulation of any Integrated Circuit: ASICs, microcontrollers, memories, DSP, smartpower...



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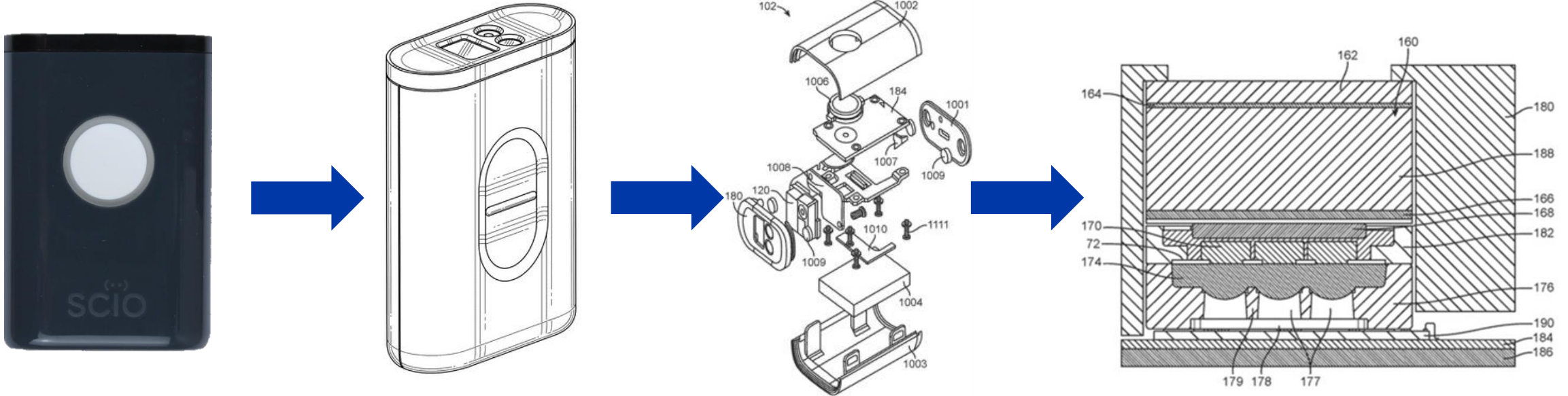
INTRODUCTION

INTRODUCTION

Scope of the Report

REPORT
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This report provides a patent to product mapping of the spectrometer SCiO produced by Consumer Physics.



This report is focused on some technological aspects revealed by the reverse engineering performed by System Plus Consulting. The selected features are mainly related to the spectrometer package, spectrometer module, illumination module and temperature sensor module. They are not related to the ASIC. They are not related to the electrical circuit of the sensing area nor the signal process.

INTRODUCTION

Key Features of the Report

- **Essential IP analysis** of Consumer Physics' patent portfolio including:
 - Time evolution of patent publications and countries of patent filings
 - Current legal status of patents
 - Citation network and competitive IP networks
 - Inventor identification
- **Deep insight on technology data**, including teardown analysis, of the SCiO spectrometer's components
- **Key patents related to the SCiO** spectrometer's features and held by Consumer Physics

Disclaimer : This report does not provide any insight analyses or counsel regarding legal aspects or the validity of any individual patent. Knowmade and System Plus Consulting are research firms that provide technical analysis and opinions. The research, technical analysis and/or work contained herein is not a legal opinion and should not be construed as such.

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METHODOLOGY

METHODOLOGY

Teardown analysis and patent mapping

REPORT
SAMPLE

Teardown Analysis

- Package is analyzed and measured
- The different modules are extracted in order to get overall data



Comparative Study

- A set of product features or manufacturing processes is selected regarding their interest in terms of IP study



Patent Search

- Patents are extracted from Questel-Orbit worldwide patent database by using keyword-based queries
- The selection of relevant patents is done manually by expert review of the subject-matter of inventions
- The patents are manually categorized regarding the selected product features



Patent Mapping

- The links between the patented technologies and the target product features are established



METHODOLOGY

Patent Database and Tools

- The data were extracted from the FamPat worldwide database (Questel-ORBIT) which provides 90+ million patent documents from 95 offices.
- The patents search was performed in February 2017, hence patents published after this date will not be available in this report.
- The patent selection was done manually.

Number of selected patent families related to SCiO spectrometer:

12 patent families

- The statistical analysis was performed with Questel Orbit IP Business Intelligence software.
- The patents were manually categorized using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the subject-matter of inventions.
- The patents were organized according to FamPat's family rules (variation of EPO strict family): A *Patent Family* comprises patents linked by exactly same priority numbers (strict family), plus comparison of priority and application numbers, specific rules by country and information gathered from other sources (national files, legal status ...).

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METHODOLOGY

Patent Search Strategy

	Step	Search Equation	Results
Patent Related to the SCiO spectrometer	Step 1	(CONSUMER_PHYSIC? OR VERIFOOD?)/PA OR (GOLDRING_DAMIAN OR SHARON_DROR)/IN	16
Manual Selection	Step 2	SELECTED PATENT FAMILIES	12

- + Truncation replacing any number of characters
- ? Truncation replacing zero or one character
- # Truncation replacing one character
- _ Truncation for word that may have a space (ex: semiconductor, semi conductor)
- OR Finds references containing at least one of the words
- AND Finds references containing all words
- S Finds references containing the terms in the same sentence
- nD Finds references containing adjacent terms, regardless of the order, and may be separated by a maximum of n words

- nW Finds references containing adjacent terms, in the order specified, and may be separated by a maximum of n words
- () Parentheses are necessary to combine different operators
- /TI/OTI Search in Title
- /BI Search in Title and Abstract
- /CLMS Search in Claims
- /DESC/ODES Search in Description
- /PA.FLD Search in Patent Assignees
- /IC Search in International Patent Classification (IPC)

PATENT LANDSCAPE OVERVIEW

PATENT LANDSCAPE OVERVIEW

Consumer Physics - Patent Family List

**REPORT
SAMPLE**

Family number	Publication date	Publication number	PDF link	Title
75118147	2017-01-12	US20170010160	Open	Spatially variable methods
744	2016	US2016	Open	Spectrometry applications
743	2016	WO2016	Open	Detector for
738	2016	WO2016	Open	Spectrometry beam
738	2016	WO2016	Open	Spectrometry
727	2016	WO2016	Open	Accessories
724	2016	USD75	Open	Hand-held
723	2016	USD75	Open	Sheath for
711	2015	US2015	Open	Spectrometry light path
711	2015	US2015	Open	Spectrometry illuminator having primary and secondary emitters
711	2016	IL-2438	Open	Spectrometry devices and systems
711	2016	US2016	Open	Spectrometry light path
711	2015	US2015	Open	Spectrometry light output profile independent of angle of incidence and filters
711	2015	US2015	Open	Spectrometry filter array and isolated optical paths
700	2015	WO2015	Open	Spectrometry applications
700	2016	EP3090	Open	Spectrometry applications
700	2016	IL-2465	Open	Spectrometry applications
685	2015	WO2015	Open	Spectrometry microscopic devices and systems
685	2015	GB2015	Open	Spectrometry microscopic devices and systems
685	2016	CN105	Open	Spectrometry microscopic devices and systems
685	2016	EP3028	Open	Spectrometry microscopic devices and systems
685	2016	JP2016	Open	Spectrometry microscopic analysis device and method
685	2016	GB2016	Open	Spectrometry microscopic devices and systems
450	2013	WO2013	Open	Low-cost sensor food analysis
450	2014	GB2014	Open	Low-cost sensor user analysis
450	2014	CN104	Open	Low-cost sensor food analysis
450	2014	JP2014	Open	It is low the system for end user food analysis
450	2014	EP2783	Open	Low-cost sensor food analysis
450	2014	AU2014	Open	Low-cost sensor food analysis
450	2014	US2014	Open	Low-cost sensor food analysis
450	2016	US2016029009	Open	Low-cost spectrometry system for end user food analysis

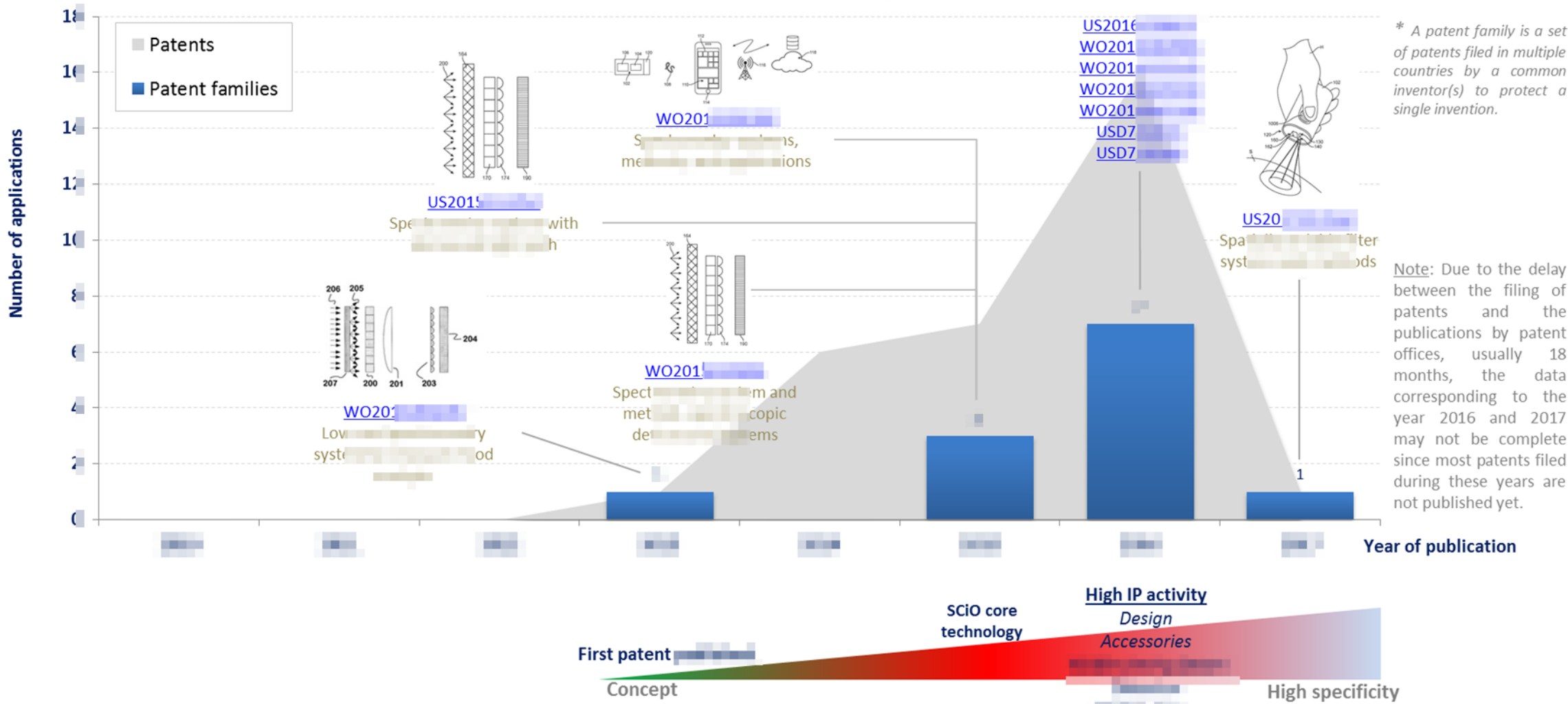
PATENT LANDSCAPE OVERVIEW

Consumer Physics - Time Evolution of Patent Applications

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Consumer Physics patent activity

patents (12 patent families*), including granted patents and pending patent applications



* A patent family is a set of patents filed in multiple countries by a common inventor(s) to protect a single invention.

Note: Due to the delay between the filing of patents and the publications by patent offices, usually 18 months, the data corresponding to the year 2016 and 2017 may not be complete since most patents filed during these years are not published yet.

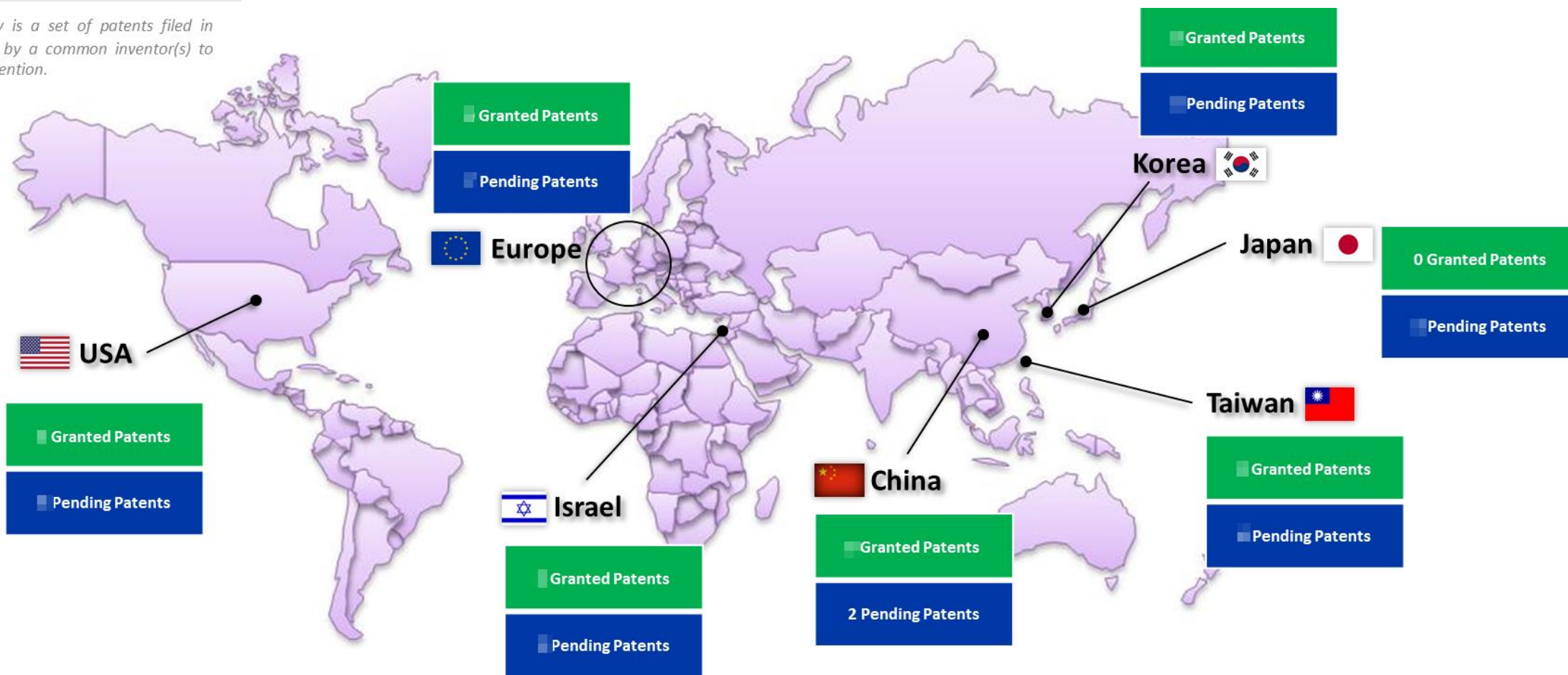
PATENT LANDSCAPE OVERVIEW

Consumer Physics - Geographic Map of Granted Patents and Pending Patent Applications

REPORT
SAMPLE

Number of patent families* containing **pending patent applications** or **granted patents** in the corresponding country.

* A patent family is a set of patents filed in multiple countries by a common inventor(s) to protect a single invention.



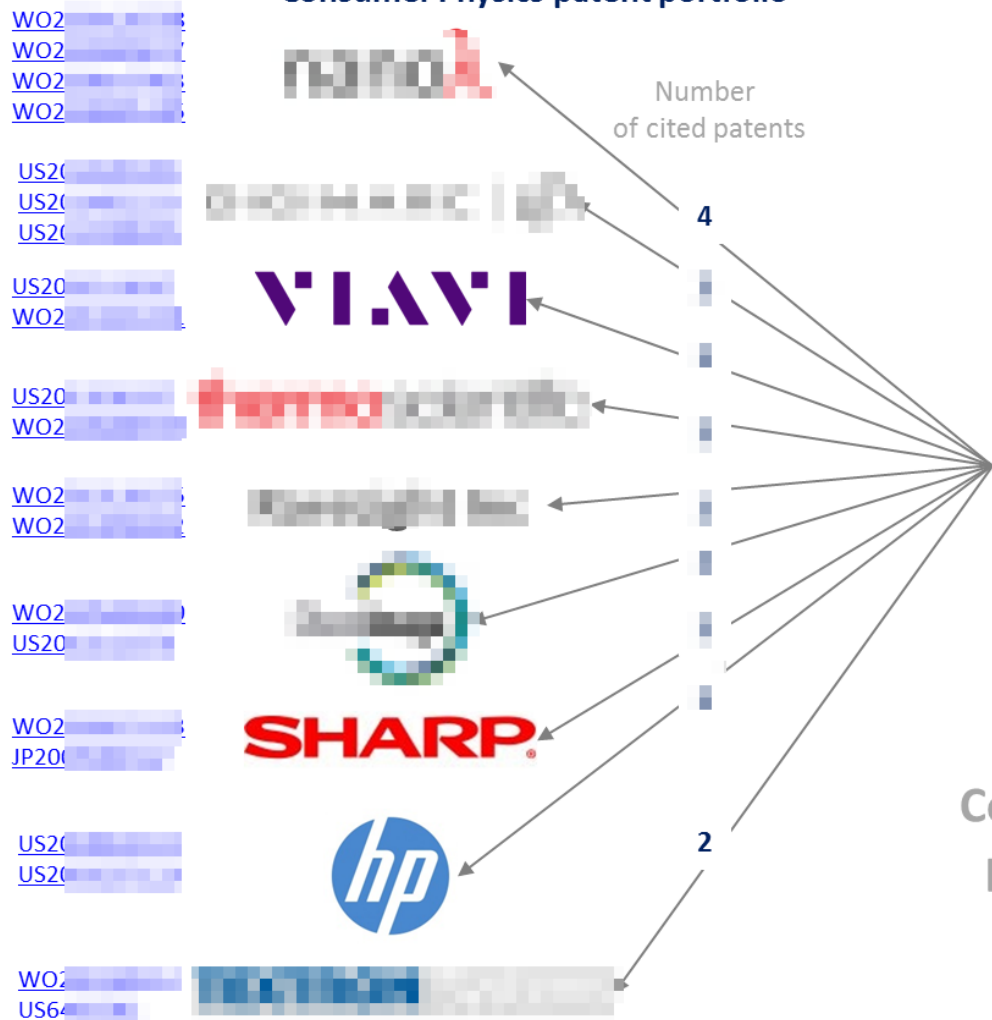
Number of PCT patent applications: █

PATENT LANDSCAPE OVERVIEW

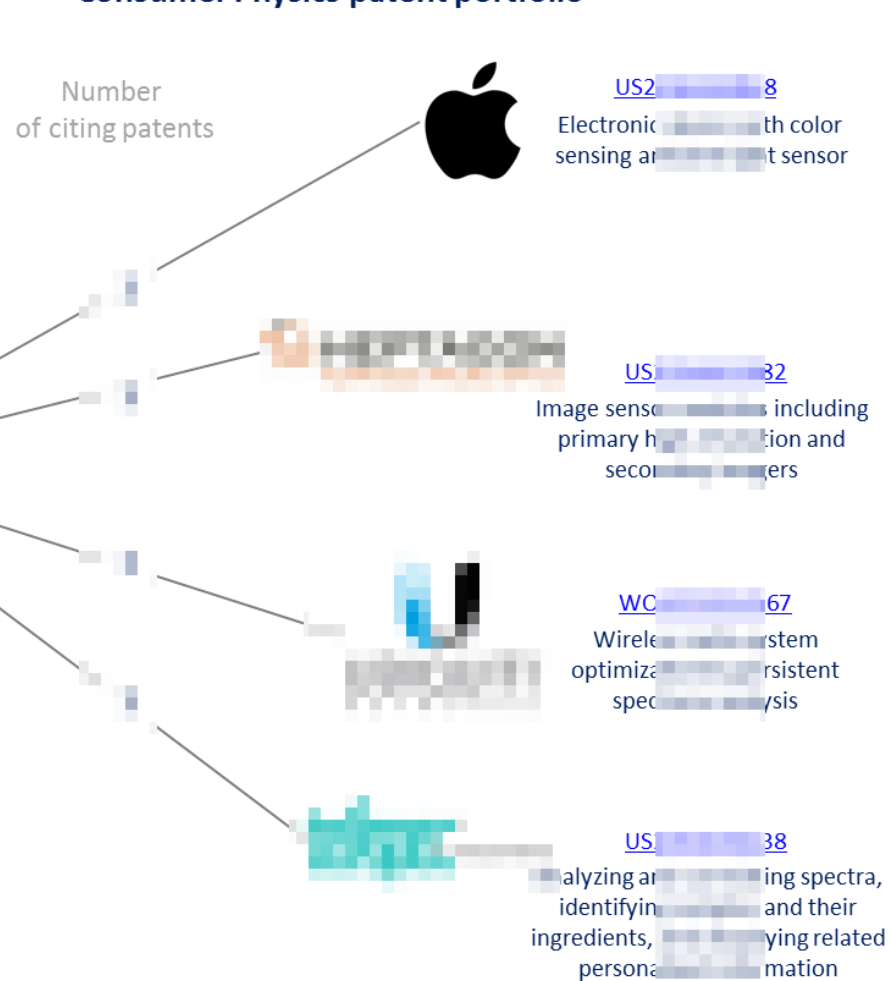
Consumer Physics - Patent Citation Analysis

**REPORT
SAMPLE**

Main companies cited by the Consumer Physics patent portfolio



Main companies citing the Consumer Physics patent portfolio



Consumer Physics
Consumer Physics patent portfolio

**REPORT
SAMPLE**

PATENT-TO-PRODUCT MAPPING

PATENT-TO-PRODUCT MAPPING

Spectrometer Package

**REPORT
SAMPLE**

TEARDOWN



Front view

Manufacturer and product identification



Back view

Regulation identification

IDENTIFIED PATENT FAMILIES

Relevant patent family	Relevant claims	Description	Legal
US [REDACTED] 15 (2015) Ha [REDACTED] spectrometer	US Design patent	FIG. 1 is a [REDACTED] ctrometer FIG. 2 is a [REDACTED] ter FIG. 3 is a [REDACTED] ometer	US Design: [REDACTED]

Selected images

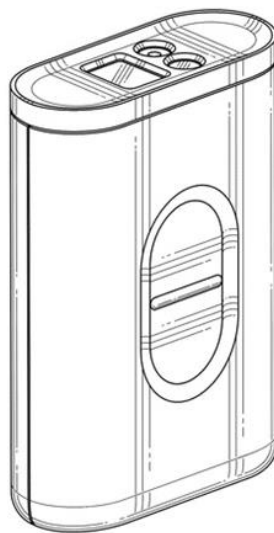


FIG. 1

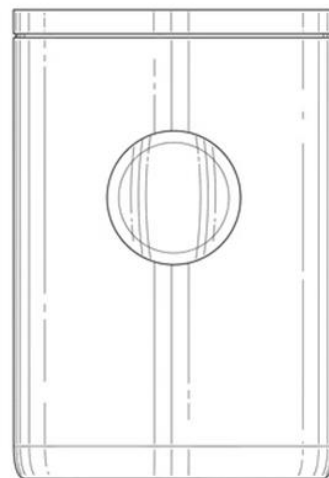


FIG. 2

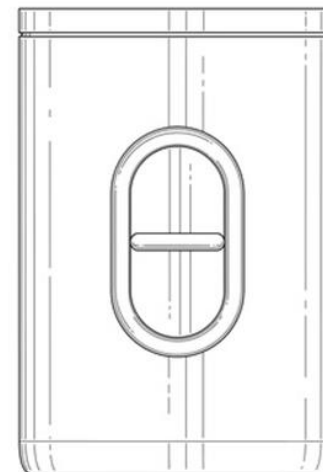


FIG. 3

PATENT-TO-PRODUCT MAPPING

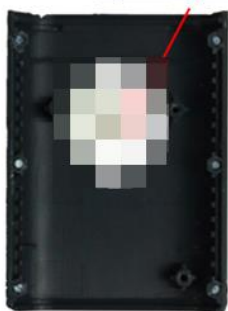
Spectrometer Package - Assembly

**REPORT
SAMPLE**

TEARDOWN



Bottom housing



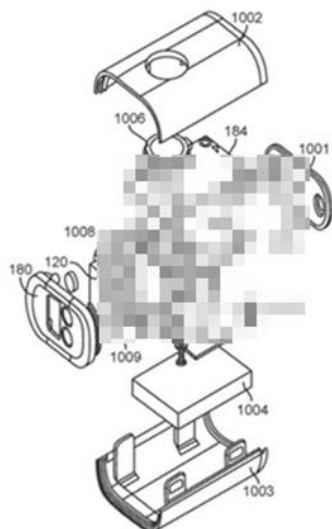
Top housing



IDENTIFIED PATENT FAMILIES

Relevant patent family	Relevant claims	Description	Legal
W A S	No claim related to the general assembly	The spectrometer can be enclosed by a set of housing pieces. The housing pieces can be connected by one or more screws or fasteners. 18 ho In to ho op button 1006 can be a compressible button, switch, or touchscreen (e.g. capacitive screen).	US: M EP: M JP: M CN: M KR: M IL: N

Selected images



- 120: Spectrometer head
- 180: Spectrometer housing
- 184: Flexible printed circuit board (PCB)
- 1001:
- 1002:
- 1003:
- 1004:
- 1006:
- 1007:
- 1008:
- 1009:
- 1010:
- 1111:

PATENT-TO-PRODUCT MAPPING

Spectrometer Head - Spectrometer Module - Filter matrix - Optical Adhesive

REPORT SAMPLE

TEARDOWN



Filter Array Cross-Section - Optical View

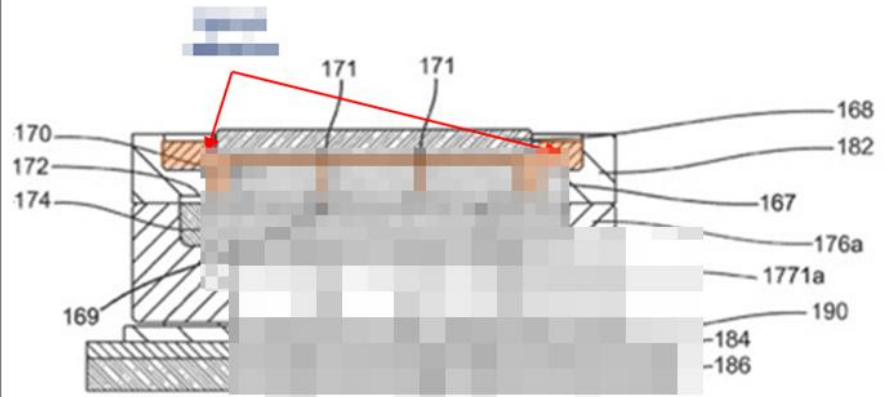


The filter height can be high

IDENTIFIED PATENT FAMILIES

Relevant patent family	Relevant claims	Description	Legal
WC Spe ain	Claim 47. The method of claim 46 (method of assembling an apparatus the hom gid ng ay an	The spaces 171 between the filters of the filter array 170 can be formed by a suitable material, for example, using an optical adhesive and curing the adhesive. The material may be cured in the art, such as UV-curing.	US EP: JP: CN KR IL:

Selected images



- 167:
- 168:
- 169:
- 170:
- 171:
- 172:
- 173:
- 174:
- 176a: Support array
- 177a: Channels
- 179a: Support structures
- 182:
- 184:
- 186:
- 190:



PATENT-TO-PRODUCT MAPPING

Spectrometer Head - Spectrometer Module - Filter matrix 1/2

**REPORT
SAMPLE**

TEARDOWN



Filter Array Disassembly



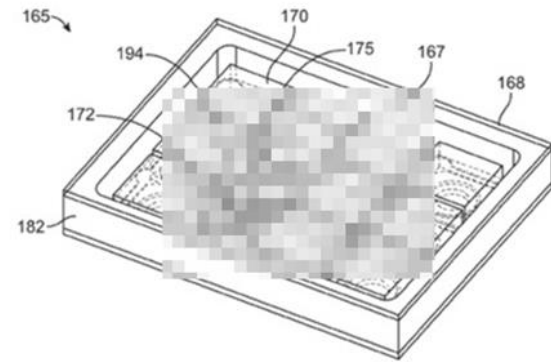
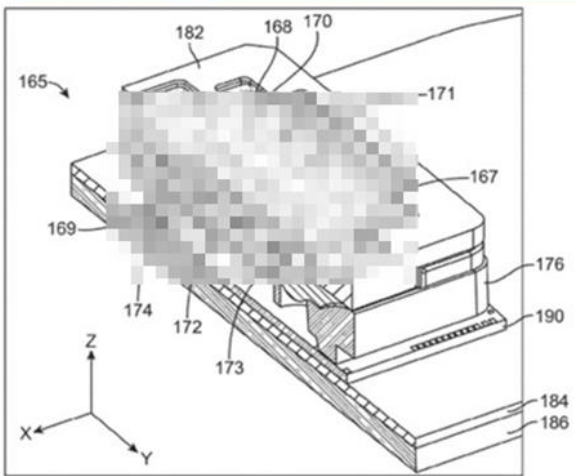
Filter Array Cross-Section - Optical View

The Filter Array

IDENTIFIED PATENT FAMILIES

Relevant patent family	Relevant claims	Description	Legal
WO/2015/18211 Spectrometer module air	Claim 39. An apparatus to measure spectra of a sample, the apparatus comprising: a filter array comprising	To assemble the optical subassembly 165, the filter array	C: p: US: EP: JP: CN: KR: IL:
	aperture array, and the lens array in order.	adhesive 167 as described herein.	

Selected images



- 165: [blurred]
- 167: [blurred]
- 168: [blurred]
- 169: [blurred]
- 170: [blurred]
- 171: Spaces between filters
- 172: Aperture array
- 173: [blurred]
- 174: [blurred]
- 175: [blurred]
- 182: [blurred]
- 184: [blurred]
- 186: [blurred]
- 194: Apertures

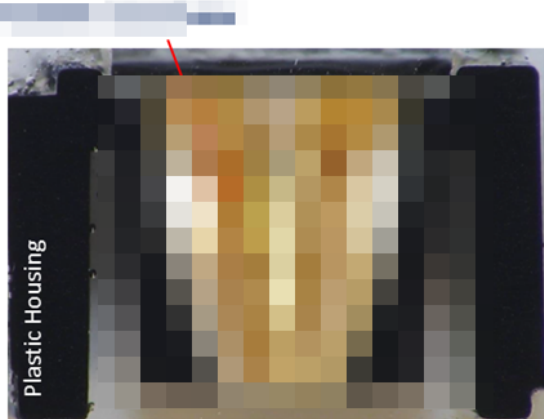


PATENT-TO-PRODUCT MAPPING

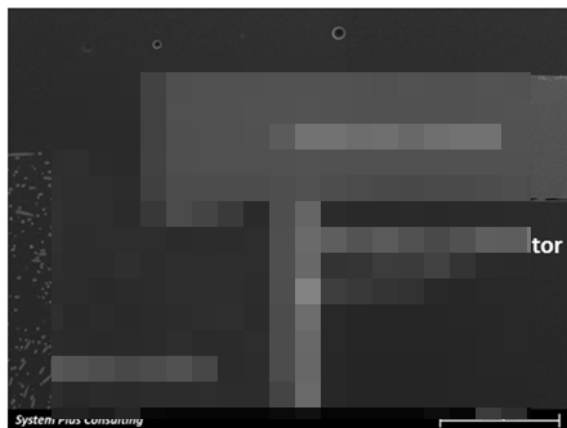
Spectrometer Head - Illumination Module - Parabolic Concentrator

**REPORT
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TEARDOWN



Cross-Section - Optical View



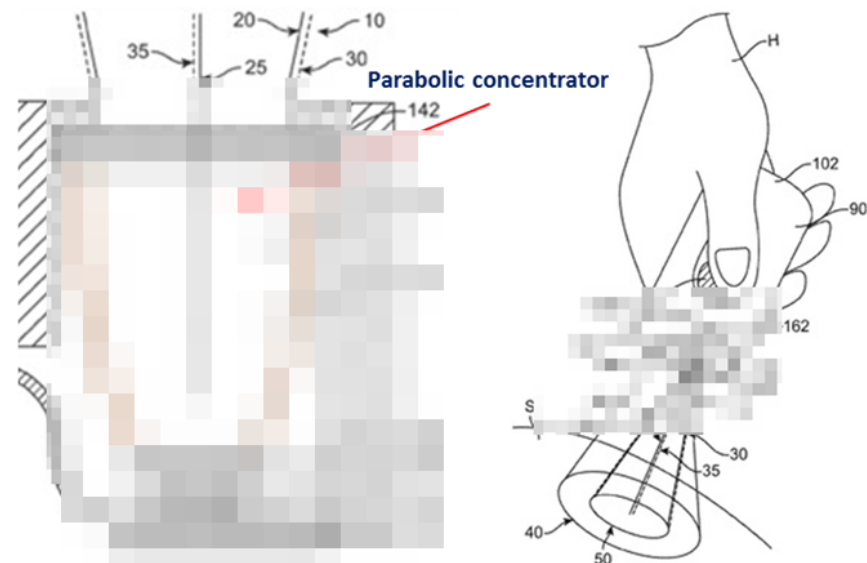
SEM View

The allo Chromium

IDENTIFIED PATENT FAMILIES

Relevant patent family	Relevant claims	Description	Legal
WIPO Sp air	Claim 19 spect optic mirro curve refle towa	The illumination module can further comprise a light concentrated to a cone with a field of view of about [...] degrees.	US EP JP CN KR IL

Selected images



- 10: Optical beam
 - 20: Visible aiming beam
 - 25: Aiming beam axis
 - 30: [blurred]
 - 35: [blurred]
 - 40: [blurred]
 - 50: [blurred]
 - 102: [blurred]
 - 120: [blurred]
 - 130: [blurred]
 - 140: [blurred]
 - 142: [blurred]
 - 144: [blurred]
 - 146: [blurred]
 - 148: [blurred]
 - 150: [blurred]
 - 152: [blurred]
 - 154: Stiffener
 - 160: Spectrometer module
- H: Hand of a user
S: Sample material

PATENT-TO-PRODUCT MAPPING

Spectrometer Accessories - Liquid Measurement Accessory

REPORT SAMPLE

TEARDOWN



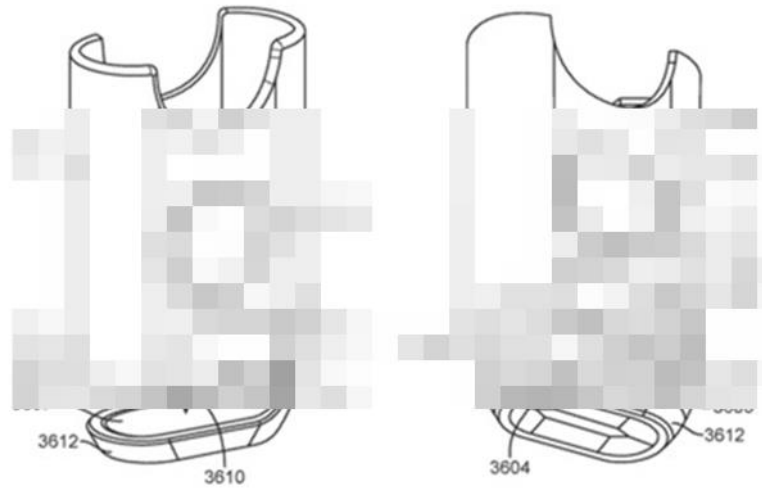
SciO Liquid Accessory

The [redacted] ment of v [redacted] into [redacted] the liqu [redacted] sen [redacted]

IDENTIFIED PATENT FAMILIES

Relevant patent family	Relevant claims	Description	Legal
W [redacted] Ac [redacted] spe [redacted]	Claim 26. A liquid measurement accessory for a hand-held spectrometer, the liquid measurement accessory comprising: a protective cover; a first handle; a second handle; a source of light; a first sensor; a second sensor; a measurement distance; and a liquid measurement accessory holder, the liquid measurement accessory holder is immersed in the liquid sample.	The [redacted] a hand-held spectrometer a protective cover, a first handle, a second handle, a source of light, a first sensor, a second sensor, a measurement distance, and a liquid measurement accessory holder, the liquid measurement accessory holder is immersed in the liquid sample.	US [redacted] EP [redacted] JP [redacted] CN [redacted] KR [redacted] IL: [redacted]

Selected images



- 3601: Protective cover
- 3602: [redacted]
- 3603: [redacted]
- 3604: [redacted]
- 3606: [redacted]
- 3607: [redacted]
- 3609: Liquid measurement accessory
- 3610: Measurement distance
- 3611: [redacted]
- 3612: [redacted]
- 3614: [redacted]
- 3616: [redacted]

ORDER FORM

Consumer Physics - SCiO Molecular Sensor - Patent-to-Product Mapping

Ref.:KM17003

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

- €3,990 - Corporate user license
 €5,990 - Bundle Offer with [Consumer Physics SCiO Molecular Sensor Reverse Costing report](#) by SystemPlus Consulting

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.



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.



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06902 Sophia Antipolis, France

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