

# Non-Invasive Glucose Monitoring Patent Landscape



With the entry of new companies, such as Google, the field of non-invasive glucose monitoring is expected to grow rapidly, with new innovative and accurate devices

### **REPORT OUTLINE**

- Non-Invasive Glucose Monitoring
- Patent Landscape
- August 2015
- PDF & Excel file
- €3,990 (corporate license)

#### **KEY FEATURES OF THE REPORT**

The report provides **essential patent data** for non-invasive glucose monitoring including:

- Time evolution of patent publications and countries of patent filings
- Current legal status of patents
- Ranking of main patent applicants
- Joint developments and IP collaboration network of main patent applicants
- Key patents
- Granted patents near expiration
- Relative strength of main companies IP portfolio
- Non-invasive glucose monitoring IP profiles of 15 major companies with key patents, partnerships, and IP strength and strategy

The report also provides an extensive **Excel database** with all patents analyzed in the study

#### **OBJECTIVE OF THE REPORT**

- Understand the IP landscape for non-invasive glucose monitoring
- Identify key patents
- Understand trends in non-invasive glucose monitoring IP
- Classify the major players in noninvasive glucose monitoring IP and the relative strength of their patent portfolio
- Identify new players in non-invasive glucose monitoring IP
- Identify IP collaboration networks between key players

# THE STRUGGLE IN THE DEVELOPMENT OF A NON-INVASIVE DEVICE FOR GLUCOSE MONITORING

The patent landscape for non-invasive glucose monitoring is really rich, involving many players exploring various technical approaches, such as IR spectroscopy, photoacoustic or impedance. It includes more than 1,600 patent families filed and involves over 500 applicants.

With 387 million people concerned worldwide by diabetes in 2014 (International Diabetes Federation) and an ever growing number of diabetics, the market related to diabetes management is considerable and very attractive. The global glucose monitoring device market is estimated to reach \$14,2 billion by 2019 by Mordor Intelligence.

To this date, the conventional technique to measure glucose still involves drawing blood (finger pricking), which can cause pain and discomfort for the patient. Hence, the need to find a non-invasive technique to monitor glucose.

Many companies have tried to develop non-invasive technology and device for glucose monitoring, but so far with no success. A few devices had obtained approval from the authorities in the USA or Europe before being abandoned : GlucoWatch (Cygnus), Pendra (Pendragon Medical), NBM-200G (OrSense) or HG1-c (C8 MediSensors). Recently, Integrity Applications received the European CE Mark and launched its GlucoTrack DF-F device late 2014 in Europe. While several minimally-invasive devices are now commercially available, bringing to the market a totally non-invasive device would represent a great change for the market and the diabetics. The renewed IP interest for this topic observed recently shows the desire of players to overcome the same cause of failure faced in the last 3 decades, reliability and accuracy of the technology. The IP and the market for non-invasive monitoring of glucose are driven by the ever increasing diabetic population around the world as well as the recent sizeable democratization of wearable sensors for health monitoring.



The spectrum of technologies investigated to monitor glucose non-invasively is very broad. Spectrometry is the most trendy technology. Spectrometry regroups various techniques, but they don't all receive the same focus. The spectrum of sample targets studied to perform a non-invasive measurement is also really broad. The detection of glucose level at the skin level or in the blood vessels are the most investigated. But techniques allowing a detection at the level of the eye are also considered and a new comer in the non-invasive glucose monitoring domain is investing mostly in this approach.

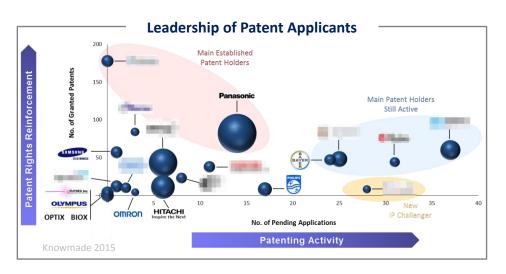


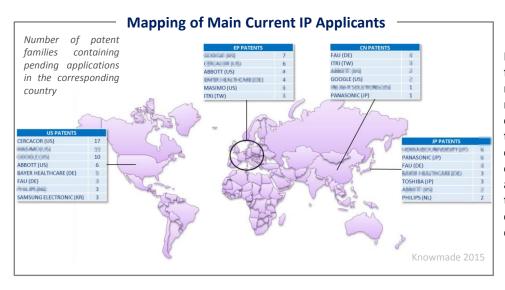
## **IDENTIFY KEY PLAYERS**

Most main players are industrial companies, involved in the diabetes business or in the monitoring of various blood parameters.

With many players and many technical approaches studied and no great success on the market yet, the non-invasive glucose monitoring IP domain is evolving regularly.

The report provides a ranking and analysis of the relative strength of the top patent holders derived from their portfolio size, patent citations networks, countries of patents filings, current legal status of patents. Through this thorough analysis, we have identified 15 major players, each of which is profiled in this report. Each profile includes a detailed portfolio analysis with patent activities, key patents, impact of portfolio, granted patents near expiration and IP strategies.





# IDENTIFY MAIN CURRENT IP APPLICANTS

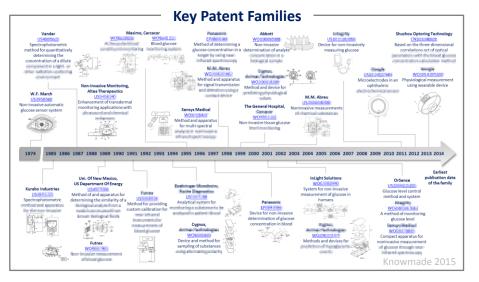
Many American and Japanese companies feature in the top-20 of the main assignee ranking for the non-invasive glucose monitoring technology. However, the analysis of the main current IP applicants shows that the IP landscape is changing, with companies changing their technology focus and others entering the domain. Moreover, academic applicants are filling more applications than in the past. The same way, several Chinese companies are also showing interest in the domain lately.

## **IDENTIFY KEY PATENTS**

Key patents have been identified based on several indicators, including family size, legal status, citations analysis and impact on non-invasive glucose monitoring technology.

This patent landscape shows that the major IP holders are not necessarily the most influent players in the domain. Several key patents filed by companies who have ceased their activity are still granted and have been acquired by others.

Our report also includes an **Excel database** containing all of the analyzed patents. This database allows for multi-criteria searches and includes patent publication number, hyperlinks to the original documents, priority date, title, abstract, patent assignees and legal status for each member of the patent family.





# ASSIGNEES CITED IN THE REPORT (NON-EXHAUSTIVE)

Abbott, Animas Technologies, Bayer Healthcare, Cercacor, Cygnus, Futrex, Google, Hitachi, InLight Solutions, Integrity Applications, Masimo Laboratories, Olympus, Omron, OptiScan, OrSense, Panasonic, Philips, Roche Diagnostic, Samsung Electronic, Sensys Medical

# TABLE OF CONTENT

Authors4Key Features of the Report5Objectives of the Report7Scope of the Report8Terminology for Patent Analysis9Methodology11Search Strategy13Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48IP Blocking Potential of Patent Applicants49	Introduction	3
Objectives of the Report7Scope of the Report8Terminology for Patent Analysis9Methodology11Search Strategy13Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Authors	
Scope of the Report8Terminology for Patent Analysis9Methodology11Search Strategy13Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Key Features of the Report	
Terminology for Patent Analysis9Methodology11Search Strategy13Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Objectives of the Report	7
Methodology11Search Strategy13Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Scope of the Report	8
Search Strategy13Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Terminology for Patent Analysis	9
Main Industrial Assignees Mentioned14Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Methodology	11
Main Academic Assignees Mentioned18Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Search Strategy	13
Technology Overview20Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Main Industrial Assignees Mentioned	14
Executive Summary22IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Main Academic Assignees Mentioned	18
IP Overview26Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Technology Overview	20
Time Evolution of Patent Publications27Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Executive Summary	22
Countries of Patent Filings28Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	IP Overview	26
Time Evolution by Country of Filing29Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Time Evolution of Patent Publications	27
Current Legal Status of Patents in the Portfolio30Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	0	
Ranking of Main Industrial Patent Applicants31Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Time Evolution by Country of Filing	29
Ranking of Main Academic Patent Applicants32Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Current Legal Status of Patents in the Portfolio	30
Time Evolution for Main Patent Applicants33Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	· · · · · · · · · · · · · · · · · · ·	
Countries of Filings for Main Patent Applicants34Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		
Mapping of Main Current IP Holders35Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		
Mapping of Main Current IP Applicants36Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		
Main IPC Classes37Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		
Time Evolution by IPC38Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Mapping of Main Current IP Applicants	
Matrix Main Applicants / Main IPC39Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	Main IPC Classes	
Technical Issues40Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		38
Summary of Applicant's Patent Portfolio43Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		39
Leadership of Patent Applicants45Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48		40
Degree of Specialization in Non-Invasive Glucose46Citations analysis47Strength of Patent Portfolios48	· · · · · · · · · · · · · · · · · · ·	
Citations analysis47Strength of Patent Portfolios48		
Strength of Patent Portfolios 48		
IP Blocking Potential of Patent Applicants 49		
	IP Blocking Potential of Patent Applicants	49

Patent Applicants IP Network	50
Key Patent Families	51
Granted Patents Near Expiration	52
Main Patent Litigations	54
Dominion Assets vs Masimo & Cercacor	55
Echo Therapeutics vs David J. Kappos	56
CME Telemetrix vs Sensys Medical	57
Potential Future Plaintiffs	58
Non-Invasive Devices for Glucose Monitoring	59
GlucoWatch – Cygnus (Animas Technologies)	61
Pendra – Pendragon Medical	65
NMB-200G – OrSense	
HG1-c – C8 Medisensors	69
GlucoTrack DF-F – Integrity Applications	
Key Players	72
Key Player Selection	73
Panasonic	
Sensys Medical	76
Abbott	78
Cercacor	80
Masimo	82
Animas Technologies	84
Futrex	87
Samsung Electronics	89
Bayer Healthcare	91
Toshiba	93
InLight Solutions	95
Roche Diagnostics	97
OrSense	99
Google	101
Integrity Applications	103
Conclusions	105
Annex	109

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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.