

Capsule Endoscopy

Olympus and Given Imaging are leading intellectual property in the capsule endoscopy industry, but for how long?

REPORT OUTLINE

- Capsule endoscopy.
- Patent Landscape.
- August 2014.
- PDF & Excel file.
- 95+ slides.
- €2,990 – Single user license.
- €3,990 – Corporate license.

KEY FEATURES OF THE REPORT

The report provides essential patent data for capsule endoscopy. It identifies more than 30 major holders of capsule endoscopy related intellectual property. It provides in-depth IP analysis and industrial key players 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.
- Overview of patent litigations.
- Matrix applicants/technology issues for more than 15+ companies.

The “capsule endoscopy IP” profiles of 15+ major companies is presented, with key patents, technological issues, litigations, licenses, partnerships, and IP strength and strategy.

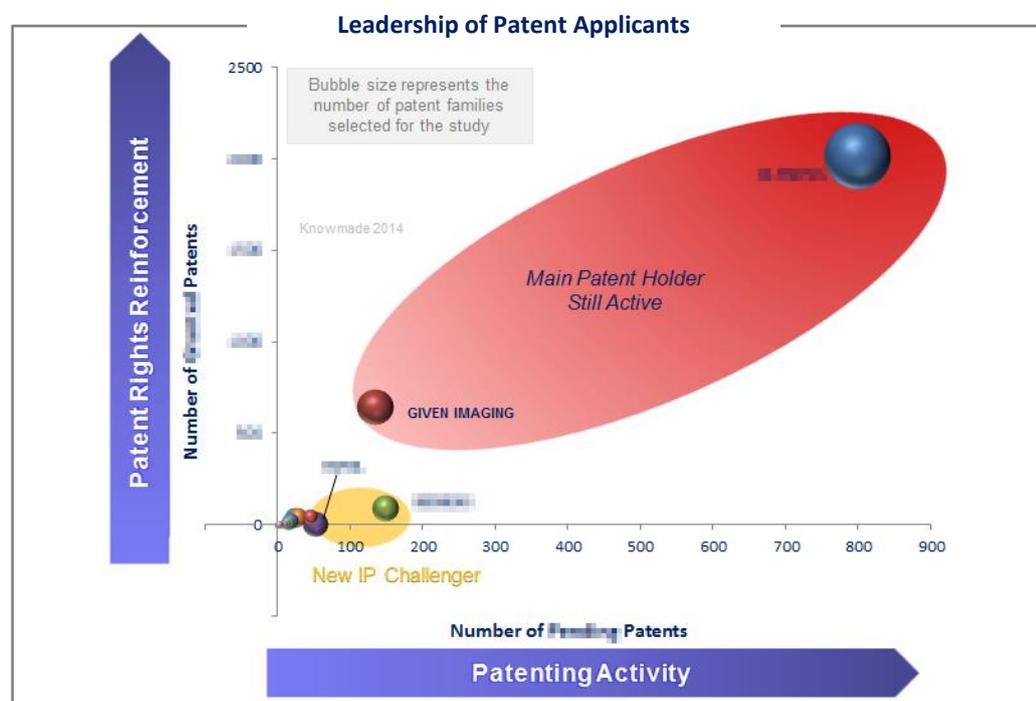
The report also provides an extensive Excel database with all patents analyzed in the report.

OBJECTIVE OF THE REPORT

- Understand the IP landscape for capsule endoscopy.
- Find key patents.
- Understand trends in capsule endoscopy IP.
- Identify the major players in capsule endoscopy IP and the relative strength of their patent portfolio.
- Reveal new players in capsule endoscopy IP.
- Highlight IP collaboration networks between key players (industrial and academics).
- Identify main patent litigations.

The global capsule endoscopy systems market is expected to show a significant growth with the rise in aging population who require much medical care. However, since 2009, the number of **new patent applications are decreasing**. As the industry matures, there’s less and less room for breakthrough innovation and fundamental patents that could shape the industry. In such conditions, we can expect an increase in **patent cross-licensing agreements, acquisitions** (e.g. Covidien acquisition of Given Imaging) and **litigation** between the industry players in the next few years.

Capsule endoscopy is a medical procedure which has revolutionized endoscopy as it has enabled for the first time a painless inspection of the small intestine. The procedure was unveiled in 2000 and is based on a vitaminsize pill which captures images of the digestive tract while it is transported passively by peristalsis. The device consists of an image sensor, an illumination module, a radio-frequency transmitter and a battery.

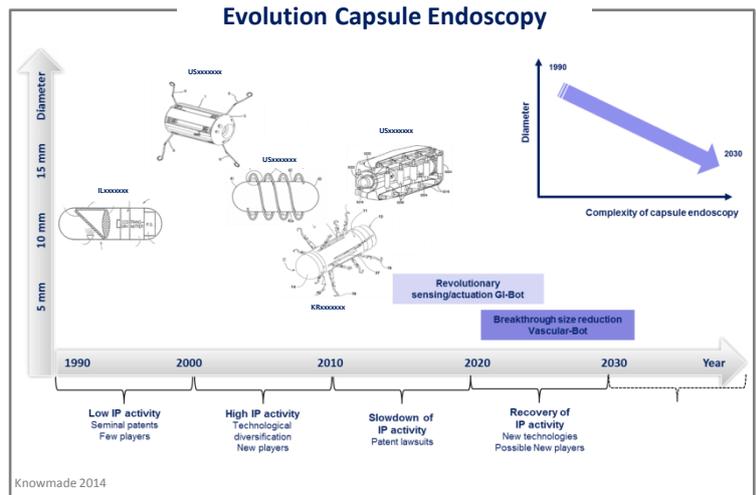


In a quantitative point of view, the main patent applicants are **Olympus** and **Given Imaging** which have a large wide lead over their competitors. However more than 30 companies and academics are involved in capsule endoscopy IP. **Siemens** and **Hoya** are becoming major forces in the IP landscape and other capsule endoscopy pure players are also present, such as **Intromedic, Capsovision, Innurvation** or **Shenzen Zifu Technology**.

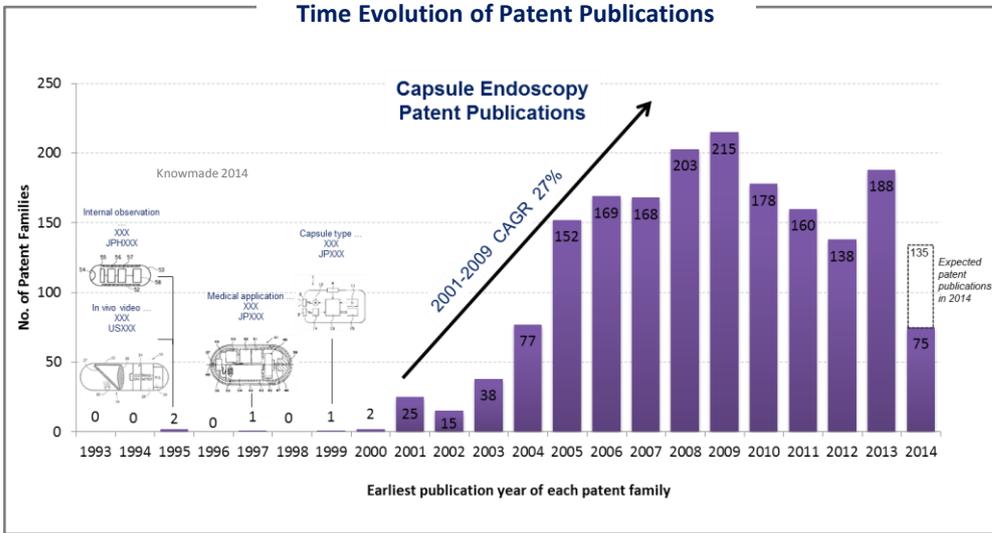
Over 20 granted patents are expected to expire over the next 5 years (among them first capsule endoscopy US patent in early 2015). As some of the most fundamental patents are set to expire in the next few years, we expect the **capsule endoscopy IP wall to become weaker**. Moreover, differentiation opportunities remain and the development of any new technologies with disruptive properties (e.g., magnetic guidance system or therapeutic capsule endoscopes) could still provide significant benefits to its inventor.

WHAT IS THE FUTURE FOR CAPSULE ENDOSCOPY IP?

In the past few years capsule endoscopy opened the chance to conduct in a non invasive way diagnosis of a wide range of pathologies of the digestive tract. Since 2010, the number of patent filings has decreased, which suggests that the economic growth was driven by patented technologies rather than new innovation. In such conditions, we can expect an increase in the patent lawsuits. However, in the near future, IP capsule endoscopy could be focused on robotics and bioMEMS. Robotics will significantly contribute to make capsule endoscopy autonomous devices capable to bring a set of bioMEMS in targeted areas of the gastrointestinal tract, independently from an external operator. Currently, patents on in vivo microrobots for endoscopy are mainly filed by universities and extensive work is required for these to become clinical reality. These new integrated technologies may re-dynamize patent activities in capsule endoscopy, with the apparition of new players, probably mainly located in Asia.



Time Evolution of Patent Publications



IDENTIFY CHANGES IN PATENT TRENDS

More than 1,800 patent families related to capsule endoscopy field have been published worldwide up to July 2014. In the early 1990s, **Given imaging** and **Olympus** filed the first concepts of capsule endoscopy for improving endoscopy. Those fundamental patents have been followed by an ever increasing number of patent applications since 2001 as more companies competed in capsule endoscopy to meet the technological challenges, the market demand and to lower manufacturing costs.

AN USEFUL PATENT DATABASE

The report also includes an excel database with all patents analyzed in the report.

This database allows multi-criteria searches and includes :

- Patent publication number
- Hyperlinks to the original documents
- Priority date
- Title
- Abstract
- Applicants
- Legal status

Patent Database for 1,800+ patent families

PATENT NUMBER	ASSIGNEE	PRIORITY DATE	TITLE	PDF	ABSTRACT	LEGAL STATUS
P-467115	ISRAEL STATE (IL)	1994-01-17	An "in vivo" video camera system.	Open	An in vivo video camera system and an autonomous video	LEGAL DETAILS FOR EP0667115
US5604531	GIVEN IMAGING	1994-01-17	In vivo video camera system	Open	An in vivo video camera system and an autonomous video	LEGAL DETAILS FOR US5604531
IL-108352	GIVEN IMAGING	1994-01-17	In vivo video camera system	Open	An in vivo video camera system and an autonomous video	LEGAL DETAILS FOR IL108352
JP07289504	OLYMPUS OPTICAL	1994-04-27	Internal observation device	Open	PURPOSE: To provide a capsule endoscopic device capable of	LEGAL DETAILS FOR JP07289504
P2009147946	OLYMPUS MEDICAL	1996-03-22	Image pickup device, picture display, and picture indicator	Open	PROBLEM TO BE SOLVED: To provide a stable image to a user	LEGAL DETAILS FOR JP2009147946
US20090167908	OLYMPUS MEDICAL	1996-03-22	Image pickup apparatus, image display apparatus, and image	Open	An image display system has a capsule endoscope for capturing an	LEGAL DETAILS FOR US20090167908
P2072093	OLYMPUS (JPI)	1996-03-22	Image pickup apparatus, image display apparatus, and image	Open	An image display system has a capsule endoscope for capturing an	LEGAL DETAILS FOR EP2072093
US589956	UNITED	1996-02-22	DRAM capacitor process	Open	A DRAM capacitor is formed by providing an opening to the	LEGAL DETAILS FOR US589956
JP09327447	OLYMPUS OPTICAL	1996-06-07	Medical application capsule device	Open	PROBLEM TO BE SOLVED: To provide a medical capsule to force	LEGAL DETAILS FOR JP09327447
US6240312	RESEARCH	1997-12-15	Remote-controllable, micro-scale device for use in in vivo	Open	Remote-controllable, micro-scale, robotic device for use in	LEGAL DETAILS FOR US6240312
IL-165038	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	Not Available	Not Available
IL-122692	TALLY EITAN ZEEV	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR IL122692
IL09939610	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR IL09939610
US6428469	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR US6428469
AU9915745	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR AU15745
US20020032366	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR US20020032366
US20040236182	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving method for acquiring in vivo images of the	LEGAL DETAILS FOR US20040236182
P1039830	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR EP1039830
ATE354309	GIVEN IMAGING	1997-12-15	Anordnung zur energieverorgung einer video- einheit	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR AT354309
IN2000C000174	GIVEN IMAGING	1997-12-15	A device for acquiring in vivo images of the gastro- intestinal	Open	An energy saving device for acquiring (in vivo) images of the	LEGAL DETAILS FOR IN0174
DE69837160	GIVEN IMAGING	1997-12-15	Anordnung zur energieverorgung einer video-einheit	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR DE69837160
A2314104	GIVEN IMAGING	1997-12-15	Energy management of a video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR A2314104
P200208201	Not Available	1997-12-15	Energy management of video capsule	Open	An energy saving device for acquiring in vivo images of the gastro-	LEGAL DETAILS FOR JP200208201
IL-122716	TALLY EITAN ZEEV	1997-12-22	System and method for in vivo delivery of autonomous capsule	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR IL122716
A2315727	GIVEN IMAGING	1997-12-22	System and method for in vivo delivery of autonomous capsule	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR A2315727
WO9932028	GIVEN IMAGING	1997-12-22	System and method for in vivo delivery of autonomous capsule	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR WO9932028
P2001526072	Not Available	1997-12-22	Not Available	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR JP2001526072
AU9915758	GIVEN IMAGING	1997-12-22	System and method for in vivo delivery of autonomous capsule	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR AU15758
US20030013938	GIVEN IMAGING	1997-12-22	Method for in vivo delivery of autonomous capsule	Open	A method for inserting an autonomous capsule into the G.I. tract	LEGAL DETAILS FOR US20030013938
EP1041919	GIVEN IMAGING	1997-12-22	System for in vivo delivery of autonomous capsule	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR EP1041919
ATE320213	GIVEN IMAGING	1997-12-22	Anordnung zur in vivo verabreichung von autonomen kapseln	Open	A device for delivering autonomous capsules into the G.I. tract is	LEGAL DETAILS FOR AT320213
US2000C000175	GIVEN IMAGING	1997-12-22	Device and method for in vivo delivery of autonomous capsule	Open	The present invention relates to a device for delivering	Not Available

ASSIGNEES CITED IN THE REPORT (NON-EXHAUSTIVE)

OLYMPUS, GIVEN IMAGING, SIEMENS, HOYA, INTROMEDIC, FUJIFILM, SHENZHEN ZIFU TECHNOLOGY, CAPSOVISION, KONICA MINOLTA, TOSHIBA, CHIPMOS, I3SYSTEM, INNURVATION, CHONGQING JINSHAN SCIENCE, EVEREST DISPLAY, MOREDNA TECHNOLOGY, GUANGZHOU BAODAN MEDICAL INSTRUMENTS TECHNOLOGY, CHUNG SHAN INSTITUTE OF SCIENCE, SHANGHAI JIAO TONG UNIVERTSITY, KOREA INSTITUTE OF SCIENCE TECHNOLOGY, SECOND MILITARY MEDICAL UNIVERTSITY, XI'AN JIAOTONG LIVERPOOL UNIVERTSITY, KOREA ELECTRONICS TECHNOLOGY INSTITUTE, SCUOLA SUPERIORE SANT'ANNA, CHONGQING UNIVERSITY, SHENZHEN INSTITUTE OF ADV TECHNOLOGY CAS, SOGANG UNIVERSITY, TSINGHUA UNIVERSITY

TABLE OF CONTENT**Introduction**

The authors
 Scope of the report
 Key features of the report
 Objectives of the report
 Terminologies for patent analysis
 Methodology
 Patent search strategy
 Assignees mentioned in this report

Executive summary p20**Capsule Endoscopy Patent Landscape Overview p28**

Time evolution of patent publications
 Country of patent filings
 Time Evolution by Country of Filing
 Current legal status of patents
 Main Industrial Patent Applicant Ranking
 Main Academic Patent Applicant Ranking
 Time Evolution of Patent Applicants
 Main IPC Classes
 Time Evolution by IPC
 Matrix Applicants / Main IPC
 Matrix Applicants / Technology Issues
 Country of Filing for Patent Applicants
 Mapping of Main Current IP Applicants
 Mapping of Main Current IP Holders
 Summary of Applicant's Patent Portfolio
 Degree of Specialization in Capsule Endoscopy
 Actual IP Interest for Capsule Endoscopy
 Leadership of Patent Applicants
 Impact of Patent Portfolios

Patent Applicant IP Network
 IP Blocking Potential of Applicants
 Key Patent Families
 Granted Patents Near Expiration
 IP Litigation Given Imaging VS Olympus
 IP Litigation Given Imaging VS IntroMedic
 Potential Future Plaintiffs

Summary of Key Players p60

Olympus
 Given Imaging
 Siemens
 Hoya
 IntroMedic
 Fujifilm
 Shenzhen Zifu Technology
 CapsoVision
 Chongqing Jinshan Science
 Konica Minolta
 Toshiba
 ChipMOS
 i3system
 Innurvation
 Everest Display
 Moredna Technology

Conclusions p77**Patents available for licensing p81****Annexes p89**

Methodology for Key Patent Identification
 KNOWMADE Company presentation
 Contact

AUTHORS

Dr Brice Sagot is co-founder of Knowmade. He is leading the biotechnology patent analysis department. He holds a PhD in molecular biology from the University of Nice Sophia-Antipolis, France.



Dr Nicolas Baron is CEO and co-founder of Knowmade. He is leading the Microelectronics and Nanotechnology scientific and patent analysis department. He holds a PhD in Physics from the University of Nice Sophia-Antipolis, plus a University Diploma in Intellectual Property Strategy and Innovation from the European Institute for Enterprise and Intellectual Property (IEEPI Strasbourg), France.

ABOUT KNOWMADE

Knowmade is specialized in analysis of patents and scientific research findings. We provide patent search, IP landscape, patent valuation, IP due diligence, FTO search, scientific literature landscape, identification of technologies available for transfer/licensing/sale, alerts and updates. Our service offer consists of custom studies, analysis reports, on-demand tracking 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 Compound Semiconductors, LED, MEMS, Nanotechnology and Biotechnology, Knowmade supports research laboratories, industrial companies and investors in their business development. Website: www.knowmade.com

ORDER FORM

Capsule Endoscopy Patent Landscape

2014

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.

PRODUCT ORDER

€2,990 – Single user license

€3,990 – 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

Signature:

I hereby accept Knowmade's Terms and Conditions of Sale

RETURN ORDER BY

E-mail: contact@knowmade.fr

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

CONTACT

E-mail: contact@knowmade.fr

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. Single user license: a single individual at the company can use the report.
2. Corporate 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-equivocal 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.