Patent Licensing Companies In Semiconductor Market

Patent Litigation Risk and Potential Targets

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We Know Technology, We Know Patents
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- Tessera
- Conversant IP Management
- Intellectual Ventures
- Acacia Research
- Round Rock Research
- DSS Technology Management
- Future Link Systems
- X2Y Attenuators
- PACT XPP Technologies

For each Patent Licensing Company:
- Company profile
- Recent Patent Acquisitions in Semiconductor Field
- Time Evolution of Patent Litigations in Semiconductor Market
- Latest Litigation Campaigns in Semiconductor Market
- Potential Targets in Semiconductor Market
- Potential Targets by Technology Segment

## CONCLUSION

## KNOWNMADE PRESENTATION
INTRODUCTION
Patent Licensing Company (1/2)

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

PLCs FEATURES
• PLCs operate in fields with an high probability of patent infringement and they see opportunity in new technologies. According to RPX Corporation, patent risk tends to increase as new technologies emerge, or as existing technologies combine in ways to create new products and services. The convergence of technologies in smartphones led to a dramatic increase in patent litigation in that sector.

• PLCs acquire patents that, on average, received more forward citations, are older, have fewer family members, lie in denser technology fields, have more claims, and contain more non-patent literature references than patents acquired by practicing firms. No significant differences exist with respect to the number of assigned IPC classes, the number of backward references, and whether the patent was granted before acquisition or not.

INTRODUCTION

Patent Licensing Company (2/2)

• In a patent infringement action, the potential sales volume plays a major role for assessing the damage award. Thus, the PLCs come into action when reached a critical size and the potential counterfeiters have done irreversible investments.

• PLCs have increasingly targeted numerous companies—both suppliers and users of patented technologies—in a broadening range of business sectors. That means that all companies can be vulnerable.

• PLCs tend to name multiple patent infringers to minimize legal costs and maximize settlement revenues. Usually, PLCs organize their litigation campaigns around a single patent or group of patents that involve similar technologies, allowing them to target any number of companies that rely on that patented technology.

• According to RPX Corporation, in 2015 and in USA, PLCs added more than 5,400 total defendants to infringement lawsuits—among the highest levels of activity in recent years. Companies never sued before for patent infringement and companies with revenues less than $100 million are just the type that plaintiffs want to target in their next litigations.

• PLCs operate mainly in USA where the litigation damages are much higher than in Europe or Asia. However, the number of patent litigations filed in Europe could increase with the set-up of the European Unified Patent. PLCs focus their prosecutions in few US districts: Texas Eastern, Delaware, Illinois Northern, New-York Southern, California Northern, etc.

• The legal costs alone of a single infringement litigation can range from few hundred thousand to several million dollars. Depending on the situation, the damage amounts can vary a lot. It can be very high if the patent is strong and the defendant position is difficult. For large companies, it is a frustrating problem that can reduce investment and profitability. For smaller companies, a PLC attack can be fatal.

• According to RPX Corporation, the median damages awarded for Non-Practicing Entities* (13,3M$) is significantly higher than that of practicing entities (4,9M$) between 2011 and 2015. As a baseline, defendants paid an average of 2.6M$ in Non-Practicing Entities litigation costs regardless of major event reached, while the median defendant (whatever the type of plaintiff company) paid 407K$.

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

- This report is focused on **Patent Licensing Companies (PLCs)** which acquired **US patents** between 2013 and 2016 in **Semiconductor** field (compound semiconductors, transistors, memories, MEMS & sensors, capacitors, image sensors & camera, IC manufacturing, packaging, RF & microwave devices, ...)

- The report provides essential **patent data** on PLCs, their recent **US patent acquisitions** and **litigations** in **Semiconductor** field.

- The objectives of the report are to **identify** the **most litigious PLCs plaintiffs** in Semiconductor field, **analyze** their recent **US patent acquisitions** in Semiconductor field, and **highlight potential targets for their next lawsuits**.

- The report provides **patent analyses** on **main PLCs** involved in **Semiconductor** field, including:
  - Ranking of PLCs according to their recent patent acquisitions, including technology segmentation (memory, transistor, sensor, packaging ...)
  - Remaining lifetime of PLCs’ patents
  - Time evolution of patent lawsuits filed by PLCs
  - Latest patent litigations of each PLC, including defendants, current status and products involved in litigation cases
  - Risk assessment for potential targeted companies

- The **IP profiles of main PLCs** is presented, including recent patent acquisitions, litigations dynamics, recent litigation details, and potential targeted companies for next lawsuits.
METHODOLOGY

• The data were extracted from the FamPat worldwide database (Questel-ORBIT) which provides 90+ million patent documents from offices, and RPX Search database which contains information on 45,000 litigation cases.

• The search for patents was performed in October 2016, hence patents published after this date will not be available in this report.

• The patents were grouped by patent family. A patent family is a set of patents filed in multiple countries to protect a single invention by a common inventor(s). A first application is made in one country – the priority country – and is then extended to other countries.

• The selection of the patents has been done both automatically and manually (all details in next slides).

• The statistical analysis was performed with Orbit IP Business Intelligence web based patent analysis software from Questel.

• The patents were manually categorized in technical segments using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the subject-matter of inventions (all details in next slides).

• For legal status of European (EP) and PCT (WO) patent applications, EPO Register Plus has been used. For legal status of US patents, USPTO PAIR has been used. For legal status of other patents, information have been gotten from their respective national registers.
**METHODOLOGY**


- **Phase I**
  - **US granted patents in Semiconductor field***
  - **Companies filing patent lawsuits in Semiconductor field***

- **Phase II**
  - **Patents reassigned in 2013-2016**
  - **Companies classification**
    - **Relevant** (Non-Practicing Entity which may be considered as a “PLC”)
    - **Non relevant** (Practicing Entity or Non-Practicing Entity which may not be considered as a “PLC”)

- **Phase III**
  - **Segmentation improved during patent analysis**
  - **Patent Analysis**
    - **Landscape overview**
    - **Technology segments**
    - **IP profiles of key players**
    - **Litigation risk assessment**

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

*See the complete IPC codes on [http://www.wipo.int/ipcpub](http://www.wipo.int/ipcpub)*
PATENT LANDSCAPE OVERVIEW

Main Patent Licensing Companies

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

<table>
<thead>
<tr>
<th>PLC Name</th>
<th>US Patented Inventions</th>
</tr>
</thead>
<tbody>
<tr>
<td>WiLAN</td>
<td>2048</td>
</tr>
<tr>
<td>Tessera</td>
<td>17</td>
</tr>
<tr>
<td>Conversant IP Management</td>
<td>44</td>
</tr>
<tr>
<td>Intellectual Ventures</td>
<td>27</td>
</tr>
<tr>
<td>Acacia Research</td>
<td>34</td>
</tr>
<tr>
<td>RAMBUS</td>
<td>503</td>
</tr>
<tr>
<td>DSS TECHNOLOGY</td>
<td>275</td>
</tr>
<tr>
<td>X2Y ATTENUATORS</td>
<td>79</td>
</tr>
<tr>
<td>ACACIA RESEARCH</td>
<td>20</td>
</tr>
<tr>
<td>FUTURE LINK SYSTEMS</td>
<td>12</td>
</tr>
<tr>
<td>Pact XPP Technologies</td>
<td>3</td>
</tr>
<tr>
<td>North Star Innovation</td>
<td>111</td>
</tr>
<tr>
<td>Innovative Memory Systems</td>
<td>372</td>
</tr>
<tr>
<td>Polaris Innovations</td>
<td>44</td>
</tr>
<tr>
<td>Shellcase</td>
<td>27</td>
</tr>
<tr>
<td>Digital Optics East</td>
<td>10</td>
</tr>
<tr>
<td>658868 N. B. Inc.</td>
<td>6</td>
</tr>
<tr>
<td>WiLAN includes North Star Innovation, Innovative Memory Systems, Polaris Innovations and Collabo Innovations.</td>
<td></td>
</tr>
<tr>
<td>Tessera includes Tessera Advanced Technologies, Invensas, Tessera Technologies Hungary KFT, Shellcase and Digital Optics East.</td>
<td></td>
</tr>
<tr>
<td>Conversant IP Management includes Mosaid Technologies, Mosaid Delaware and 658868 N.B. Inc.</td>
<td></td>
</tr>
<tr>
<td>Acacia Research includes Depth Test and Limestone Memory Systems.</td>
<td></td>
</tr>
</tbody>
</table>

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

40+ PLCs have acquired patents in US between 2013-2016

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

- WiLAN includes North Star Innovation, Innovative Memory Systems, Polaris Innovations and Collabo Innovations.
- Tessera includes Tessera Advanced Technologies, Invensas, Tessera Technologies Hungary KFT, Shellcase and Digital Optics East.
- Conversant IP Management includes Mosaid Technologies, Mosaid Delaware and 658868 N.B. Inc.
- Acacia Research includes Depth Test and Limestone Memory Systems.
PATENT LANDSCAPE OVERVIEW
Dynamics of US Patented Invention Reassignments to PLCs

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

<table>
<thead>
<tr>
<th>Acquisition year</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rambus</td>
<td>30</td>
<td>5</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Others</td>
<td>88</td>
<td>458</td>
<td>2275</td>
<td>81</td>
</tr>
</tbody>
</table>

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

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

Patent acquisitions are detailed in the part “IP Profile of Key Patent Licensing Companies”, including originating patent assignees, corresponding years of patent reassignments, and context of the reassignments.
# PATENTED TECHNOLOGIES ACQUIRED BY PLCs in 2013-2016

PLCs Patent Portfolios Split by Technology

<table>
<thead>
<tr>
<th>Memories</th>
<th>Transistors</th>
<th>Capacitors</th>
<th>Packaging</th>
<th>IC Manufacturing</th>
<th>MEMS &amp; Sensors</th>
<th>Power Devices</th>
<th>RF &amp; Microwaves Devices</th>
<th>Image Sensors &amp; Camera</th>
<th>LED</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**Number of US patented inventions***

- **> 500**
- **200-500**
- **100-200**
- **50-100**
- **20-50**
- **5-20**
- **<5**
- **0**

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

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## PATENT LITIGATION OVERVIEW

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

<table>
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<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X2Y Attenuators</td>
<td>1</td>
<td></td>
<td>3</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Link Systems</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empire IP LLC</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Note:** On the next pages, information on accused products and corresponding defendants for recent litigations of X2Y Attenuators, Future Link Systems, and Empire IP LLC are provided. All information on all litigations are provided in the part “Patent Licensing Company IP Profile”.

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REPORT SAMPLE

**Strong patent enforcement activity for X2Y Attenuators since 2014**

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

**PLCs recently asserting their patents in Semiconductor market**
**PATENT LITIGATION OVERVIEW**

Aggressiveness of selected Patent Licensing Companies in Semiconductor market

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### Aggressiveness of PLCs* in Semiconductor market

The Bubble size represents the number of US patents reassigned to the corresponding PLC between 2013 and 2016. US patents refer to patents families comprising at least one US granted patent.

- **Increasing aggressiveness**
  - **Aggressiveness**
  - **Number of litigation campaigns in Semiconductor market**
  - **Average number of defendants by litigation campaigns in Semiconductor market**

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**REPORT SAMPLE**

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

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*Patent Licensing Companies which acquired US patents between 2013 and 2016 in Semiconductor field:
PATENT LITIGATION OVERVIEW

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

- **Plaintiff** → **Defendant**

- **PATENT LITIGATION OVERVIEW**

- **Accused products and defendants in recent US patent litigations in Semiconductor market (2/2)**

- **Plaintiff**
  - Texas Instruments
  - EPSON
  - QUALCOMM
  - Seiko
  - WD

- **Defendant**
  - acacia
  - TESSERA
  - Semiconductor Assemblies and packages (PCI-E, Switch, Wi-Fi adapter...)
  - Semiconductor Assemblies

- **Product Categories**
  - Multichip Package
  - Processor/Chipset/Computer and Mobile Devices
  - Power Devices (BMS, Drivers, Rectifiers, MOSFET...)
  - Navigation System Display

- **Other Companies**
  - GM
  - MITAC
  - TOMTOM
  - Nikon
  - verizon
  - Ford
IP PROFILE OF KEY PATENT LICENSING COMPANIES
Patent Licensing Company A

Company Profile

- is an American company founded in 1990 which develops and markets integrated circuit packaging technology for the semiconductor industry. The company develops, and delivers imaging and optics solutions. Its products include micro-optic lenses. The company also develops and licenses technologies, which include imaging and optics technologies and wafer-level chip scale packaging technology to create image sensor packaging solutions. In addition, it offers micro-electronics technologies, including chip scale packaging technology for the fabrication of connectivity solutions for die-to-package, package-to-printed circuit board (PCB), package-to-package, and microvia connectivity for package substrates, PCBs, and flexible printed circuits.

- As of March 2016, has at least 40 known subsidiaries. In August 2010, entered into a strategic patent licensing alliance with Company C. Further indications of this close working relationship include Company B’s sale of 65 XXX patents to Company C in November 2010. In August 2015, acquired , a semiconductor company with patent holdings of its own.

- is an American company founded in 2008 which operates as a subsidiary of The company acquires, develops and monetizes strategic intellectual property in circuitry design, 3-D systems, memory modules and other enabling technologies. The company focuses on the development of enabling technologies in advanced semiconductor packaging for advanced mobility and storage products. It serves mobile, storage, and consumer electronics sectors.

In semiconductor field, XXX US patents have been reassigned to between 2013 and 2016.

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

Recent Patent Acquisitions in Semiconductor Field

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*In 2014, [Company B](https://www.companyb.com) acquired [Company A](https://www.companya.com) in exchange of a new multi-year patent licence agreements and a transfer of over 200 US patents to a subsidiary of [Company C](https://www.companyc.com).*

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

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Patent Licensing Company A
Time Evolution of Patent Litigations in Semiconductor Market

Company A
Start year of litigation campaign

2010
2012
2014
2016

Semiconductor chips, Flash Memory

Plaintiff → Defendant

Semiconductor Assemblies and packages
SONY

Semiconductor Assemblies

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# Latest Litigation Campaigns in Semiconductor Market

## Patent Licensing Company A

<table>
<thead>
<tr>
<th>Plaintiff</th>
<th>Start date</th>
<th>Patents in litigation campaign</th>
<th>Defendant</th>
<th>Date of filing</th>
<th>Case Number</th>
<th>Court</th>
<th>Nature of suit</th>
<th>Status</th>
<th>Products involved in the litigation</th>
</tr>
</thead>
</table>
Potential Targets in Semiconductor Market

Litigation risk assessment is based on following indicators:

• Degree of similarity between patents owned by the PLC and those owned by the potential target.
• Products available on the market.
• Patent litigation history between the PLC and the potential target.
• Past agreements between the PLC and the potential target.
## Patent Licensing Companies in Semiconductor Market – Patent Litigation Risk Analysis

### Patent Licensing Company A

**Potential Targets by Technology Segment**

<table>
<thead>
<tr>
<th>Packaging</th>
<th>IC Manufacturing</th>
<th>Memory</th>
<th>Transistor</th>
<th>Power Devices</th>
<th>Image Sensor &amp; Camera</th>
<th>MEMS &amp; Sensor</th>
<th>Capacitors</th>
</tr>
</thead>
</table>

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

**Patent Licensing Companies in Semiconductor Market 2017**  
**Patent Litigation Risk and Potential Targets**  
Ref.: KM17002

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- 06902 Valbonne Sophia Antipolis, FRANCE

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- **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:** CCBPFRPPNC

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## PRODUCT ORDER

<table>
<thead>
<tr>
<th>Option</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single user license*</td>
<td>€4,990</td>
</tr>
<tr>
<td>Corporate license</td>
<td>€5,990</td>
</tr>
</tbody>
</table>

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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 CONFUSING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTION TO BE SENT TO 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 nonequivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts and confirms that it has read and understands Knowmade’s Terms and Conditions of Sale”. This results in acceptance by the Buyer.

1.3. If the products are delivered 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. MAILINGS OF THE PRODUCTS

2.1. Products are sent 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 contractual 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 Product.

2.3. The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 6 above or as set out in article 5 below.

2.4. The mailing is operated through electronic means either by email via the sales department. If the product is electronic or in a similar format, 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.

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 for market adjustments, changes in the exchange rate or for any other reason.

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

Banque populaire St laurent du Var CAP 3000 - Quartier du lac: 0670 St laurent du Var BIC or SWIFT code: CCBFPFPNPC
IBAN: FR76 1560 0070 0500 6214 6565 126

To ensure the payments, the Seller reserves the right to send down payment requests from the Buyer. In this case, the payment is due on receipt of 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 Seller reserves the right to cancel the contract and retransmit the contents of the order in accordance with Article L 441-6 of the French Commercial Code. Our publications (report, database, tool…) are delivered only by electronic means.

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

4. LIABILITIES

4.1. The Seller 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 compensation 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 any event as a material consequence of this agreement.

4.3. In no event shall the Seller be liable for: (a) incidental, punitive, special, incidental, indirect, or consequential damages of any kind (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use 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 Products or interpretations therefrom; or (c) any transaction or result based on any such data, information, software, or service, or any interruption, modification, corruption, or loss of data or information, whether by error, intention, or otherwise.

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 is furnished in good faith.

4.5. All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified and updated, at the discretion of the Seller. No claim shall be entertained on the exclusion of any changes due to the Sellers responsibilities.

4.6. The Seller ensures the depicted Product is similar to the Product initially ordered.

4.7. 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 recognition of liability for the Seller costs, losses, delays 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 ancillary or consequential damages.

4.8. 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 contract. In case of failure to deliver within the deadline, the Buyer may request additional information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first payment and to the exclusion of any further damages.

4.9. The Seller does not make any warranties, express or implied, including, without limitation, those of salability 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 which may have harmful effects, the Seller shall not be liable for any failure to make the Products available, the Seller cannot guarantee that every Product will be free from infection.

5. FORCE MAJEURE

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

6. PROTECTION OF THE SELLER’S IPR

6.1. All the IPR attached to the Products and are 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 for the sole and exclusive informational purposes. In particular, the Buyer shall therefore not use the Product for purposes such as: - Information storage and retrieval systems; - Records and transmittals over any network (including any local area network); - use in any timesharing, service bureau, bulletin board or similar arrangement or public display; - delivery of the Product to any other third party or service suppliers or business needs (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 copyright 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 accept a revaluation of the Product at the current price subject to the absence of such delay or cancellation. This may 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

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

8.2. Invoices 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 agreed to 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 by the Seller and the Buyer, is subject to the French jurisdiction, which shall have exclusive jurisdiction upon such issues.

9.2. The Buyer shall have the right to rule the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.