

REPORT
SAMPLE

FLUIDIGM

Patent Portfolio Analysis

May 2017

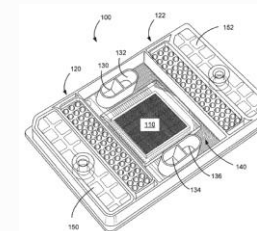
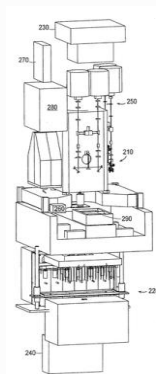
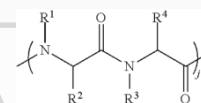
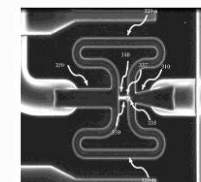
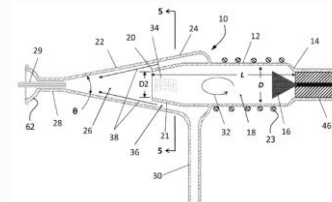
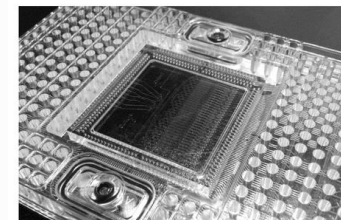


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INTRODUCTION

Key Features of the Report

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- **Essential IP analysis** of FLUIDIGM's patent portfolio including:
 - Time evolution of patent publications and countries of patent filings
 - Current legal status of patents
 - Citation network, IP collaboration and competitive networks
 - Inventors identification
 - Key patents analysis
 - Patents recently expired
 - Granted patents near expiration
- **Patent portfolio segmentation by product types and by applications**
- **License agreements analysis**



INTRODUCTION

Objectives of the report

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Understand the competitive environment from technology and patent perspective

- Understand FLUIDIGM's IP strategy in the microbolometer technology
- Understand the IP Environment of FLUIDIGM
- Classify FLUIDIGM's patents by their technical issue as well as their IP Blocking potential for other IP players
- Identify key patents
- Identify recently new granted patents, expired patents and granted patents near expiration



METHODOLOGY

Methodology for patent search, selection and analysis

- The data were extracted from the **FamPat worldwide database** (Questel-ORBIT) which provides 90+ million patent documents from 95 offices.
- The search for patents was performed in **April 2017**, 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**.

Number of selected patents :

684 patents and patent applications grouped in 196 patent families

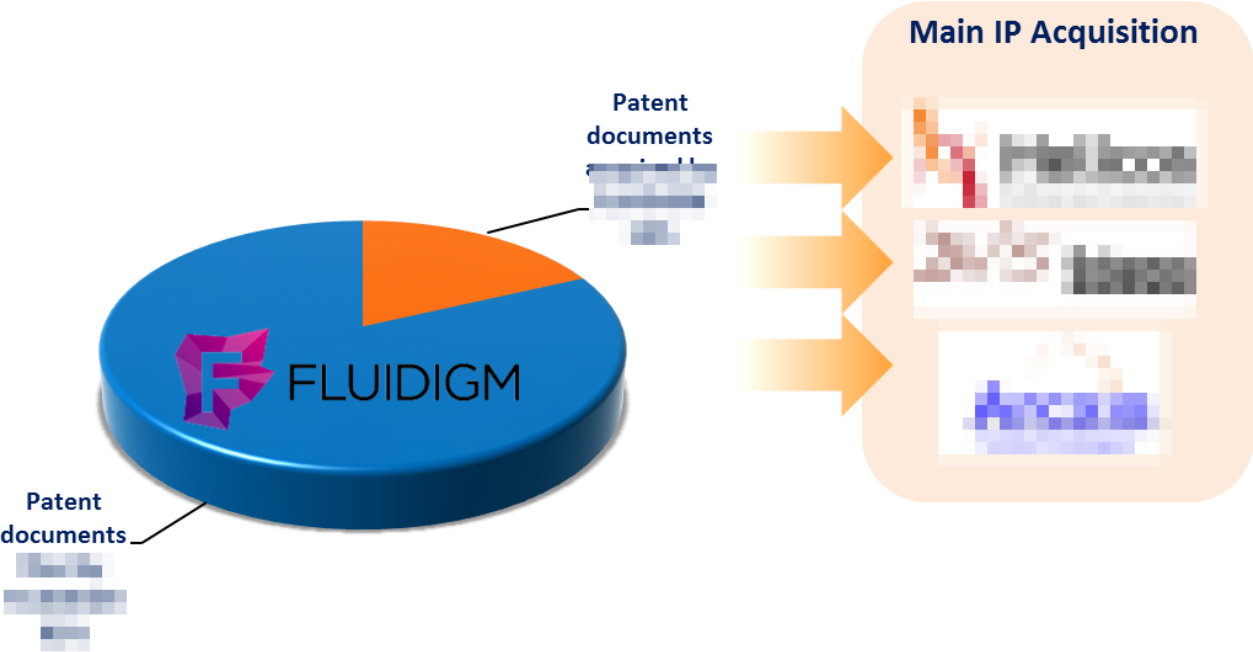
- The statistical analysis was performed with **Orbit IP Business Intelligence web based patent analysis software from Questel**.
- The patents were **manually categorized in technical segments** using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the subject-matter of inventions.
- 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.

FLUIDIGM IP PROFILE

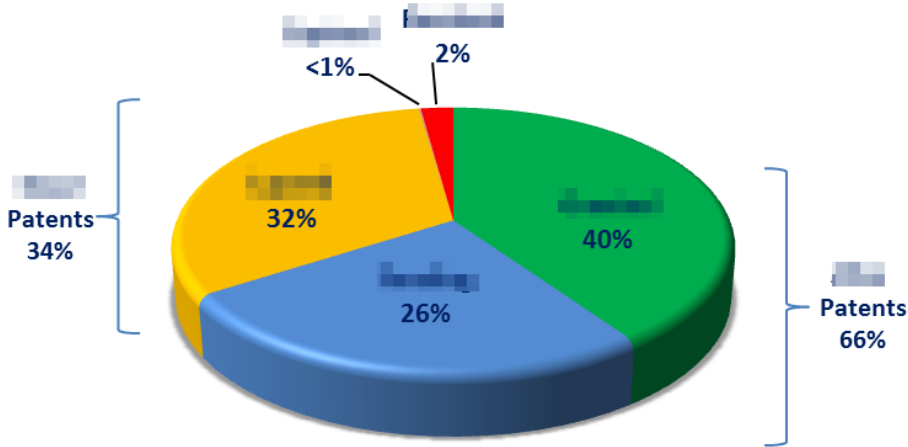
Patent Portfolio Composition

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196 patent families owned by
Fluidigm corresponding to 684
documents



Current Legal Status of Patents in
the FLUIDIGM’s Portfolio

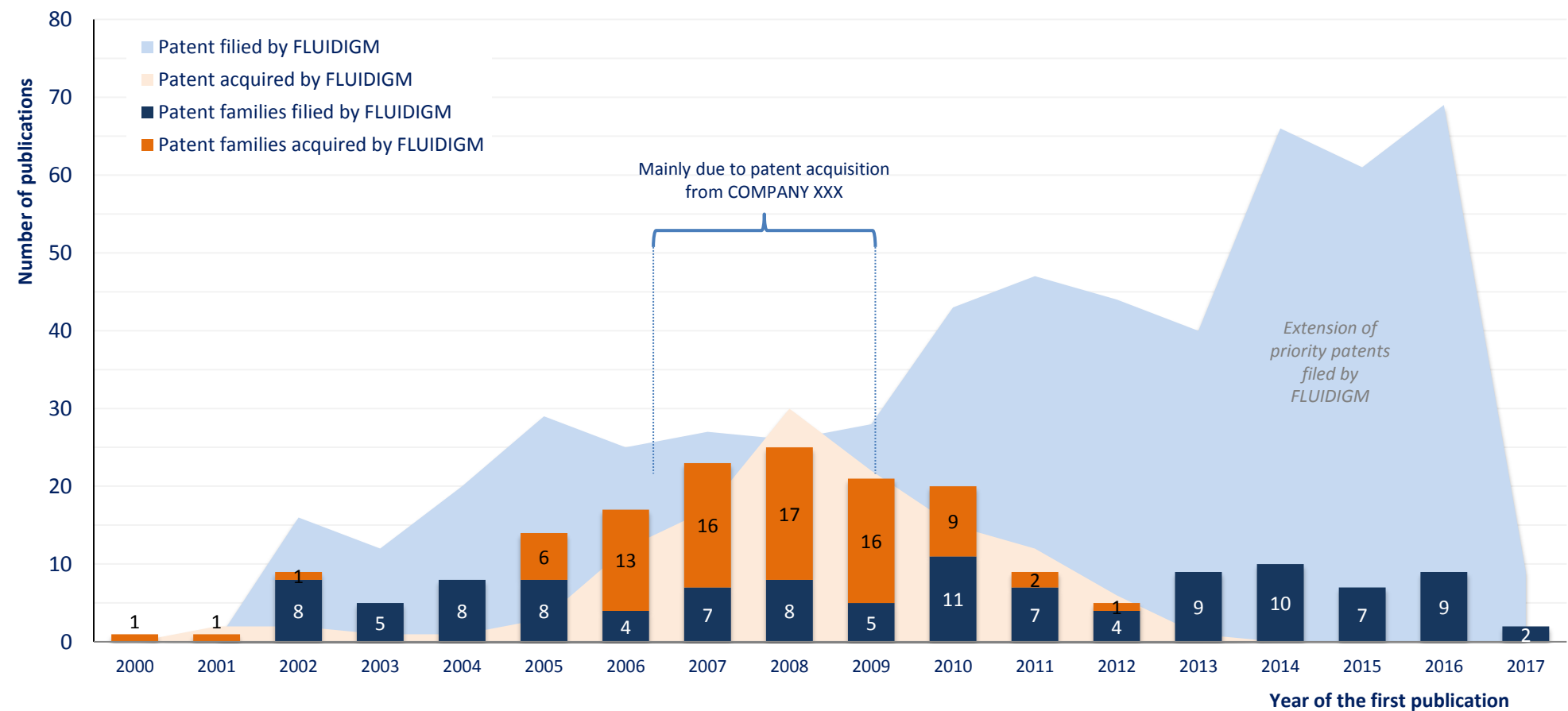


FLUIDIGM owns 196 patent families, corresponding to 684 documents. XX% of these documents were filed by FLUIDIGM and XX% were acquired from other companies such as COMPANY XXX, COMPANY XXX or COMPANY XXX. About XX% of FLUIDIGM’s patents are alive (granted patents and pending applications), indicating the good health of its portfolio, and about XX% of FLUIDIGM’s patents are dead (lapsed, revoked or expired). Most of the patents filed by COMPANY XXX and acquired by FLUIDIGM are currently lapsed.

FLUIDIGM IP PROFILE

Time Evolution of Patent Publications

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

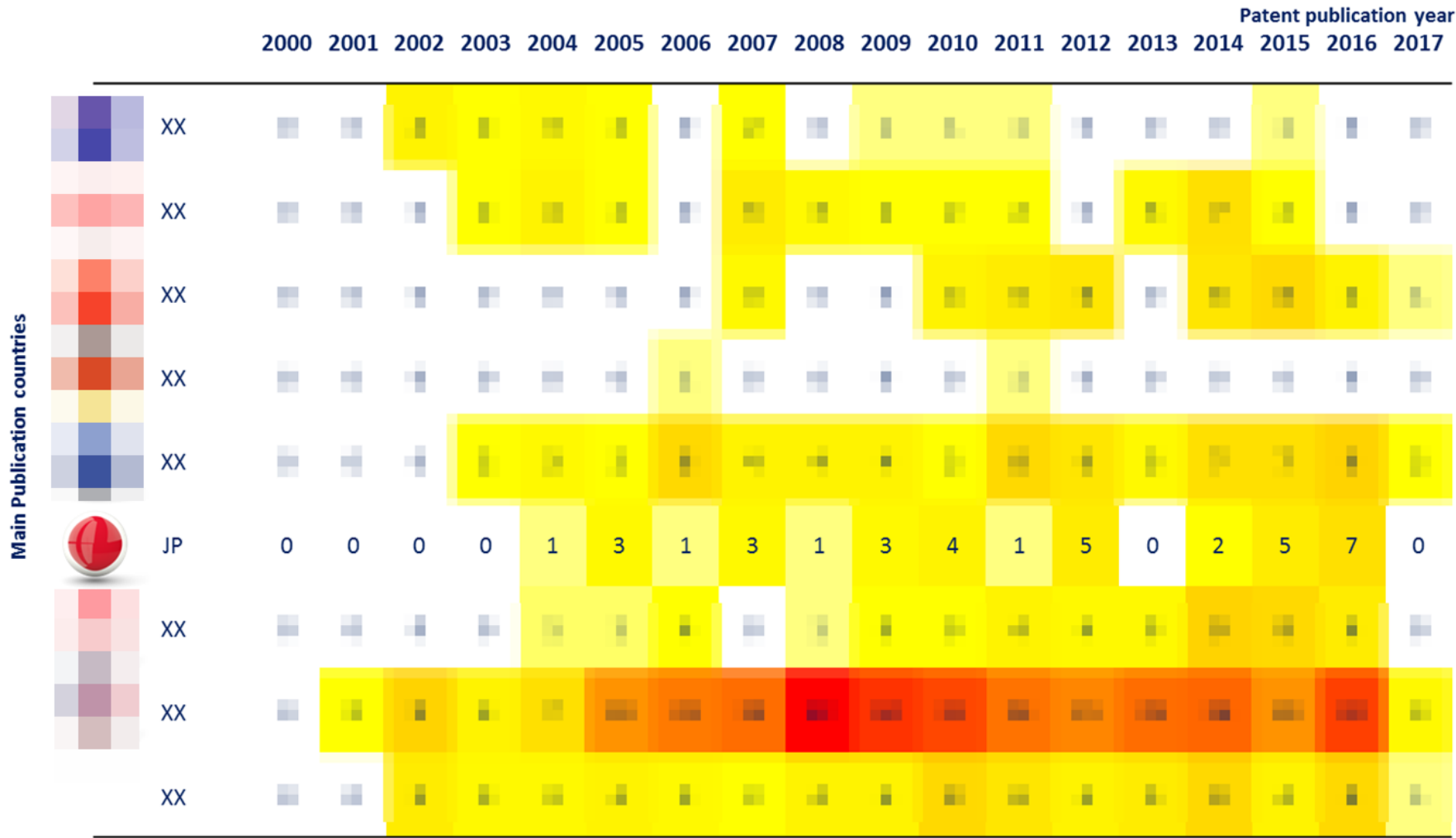
Note: Due to the delay between the filing of patents and the publications by patent offices, usually 18 months, the data corresponding to the year 2016 and 2017 may not be complete since most patents filed during these years are not published yet.

FLUIDIGM started developing its microfluidic technologies in the early 2000s. The number of patent families filed by FLUIDIGM (blue histogram) remains stable since 2002, with an average of 4-10 of new patent families (corresponding to new patented invention) published per year. Moreover, numerous patents published between 2005 and 2010 were acquired by FLUIDIGM. These patents were mainly filed by COMPANY XXX (acquisition in 20XX), COMPANY XXX (acquisition in 201XX) and COMPANY XXX (acquisition in 20XX). No patent acquired by FLUIDIGM has been published since 20XX, but the number of extension of priority patents filed by FLUIDIGM has risen sharply since 20XX, underlying its worldwide IP strategy.

FLUIDIGM IP PROFILE

Timeline of Countries of Publication

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Over XX% of FLUIDIGM’s patents were published in XXXX and XX% in XXXXX, main market areas for FLUIDIGM for their microfluidic technologies. FLUIDIGM also manufacture assays and reagents at facilities in the USA. Since 2008, a lot of patents have been published in XXXX. Indeed, all of FLUIDIGM’s IFCs for commercial sale and some IFCs for research and development purposes are fabricated at its XXXXX facility. Moreover, FLUIDIGM’s mass cytometry instruments for commercial sale, as well as for internal research and development purposes, are manufactured at its facility in XXXXX. Therefore, patents published in XXXXX between 2013 and 2015 are mainly related to mass cytometry.

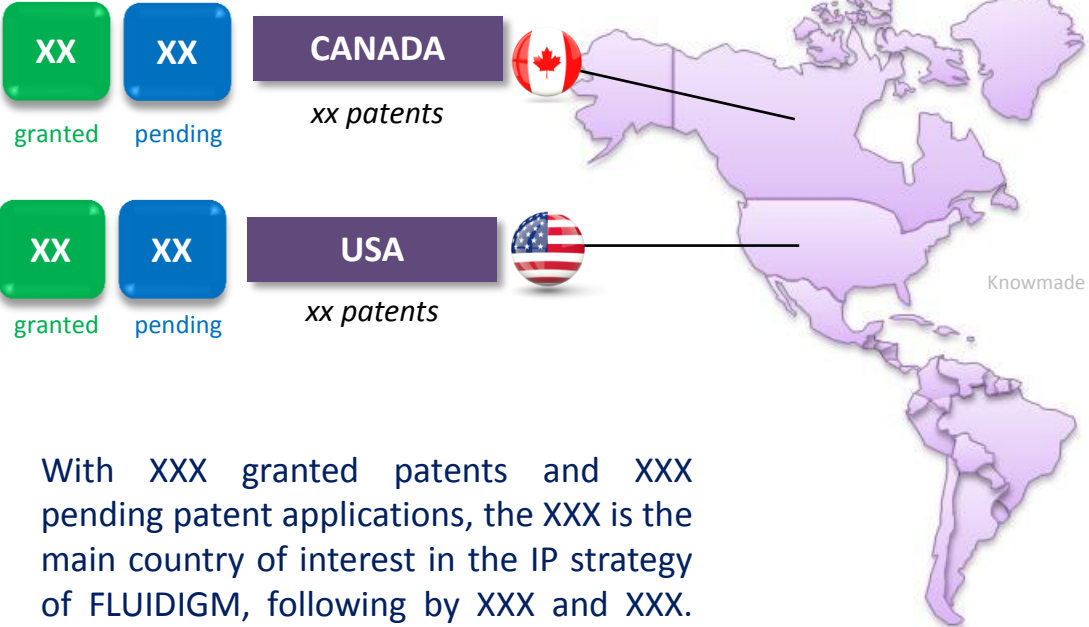
Note: Due to the delay between the filing of patents and the publications by patent offices, usually 18 months, the data corresponding to the year 2016 and 2017 may not be complete since most patents filed during these years are not published yet. Numbers in the table represent patent families published per year for each publication country.

FLUIDIGM IP PROFILE

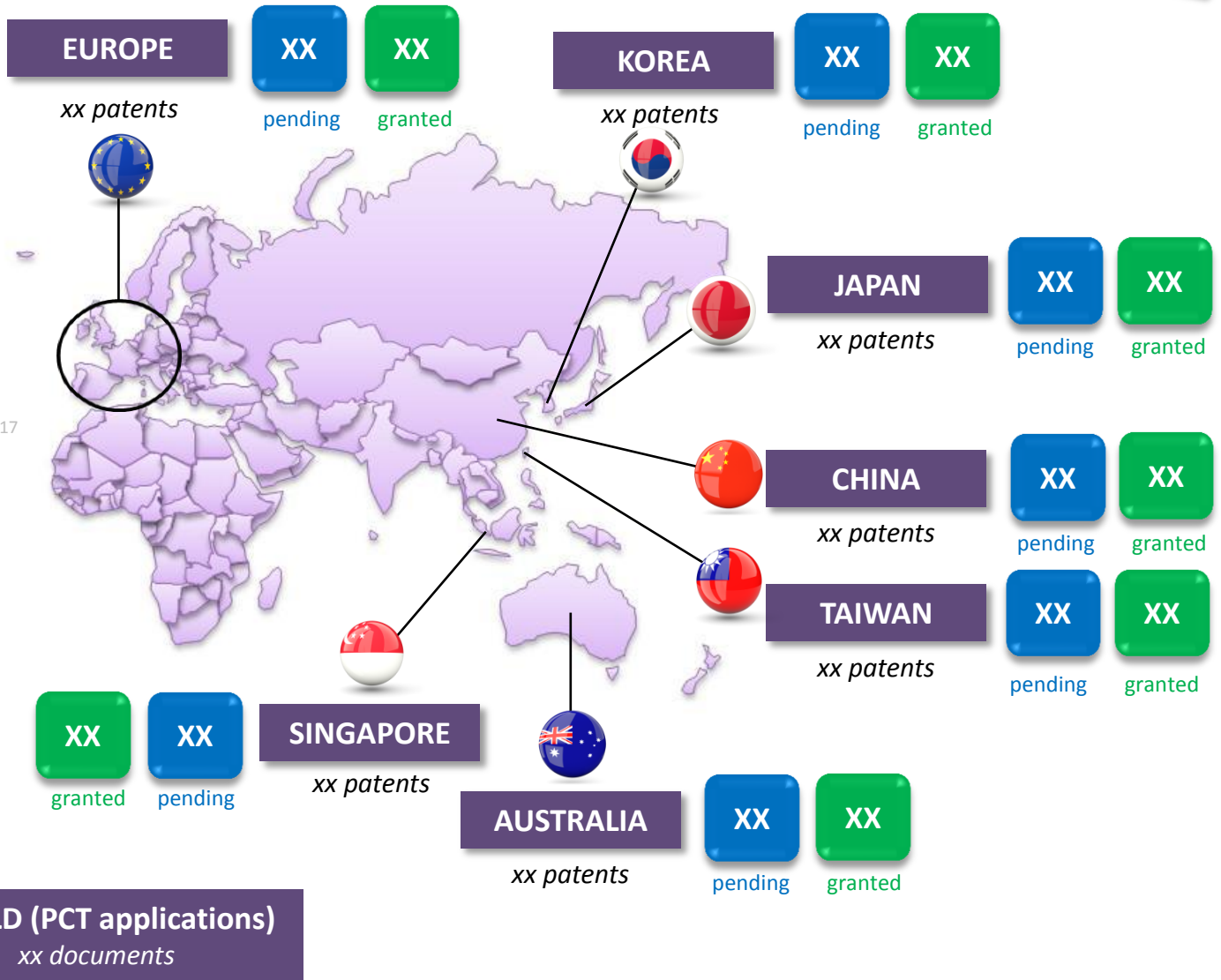
Mapping of Granted Patents & Pending Patent Applications

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

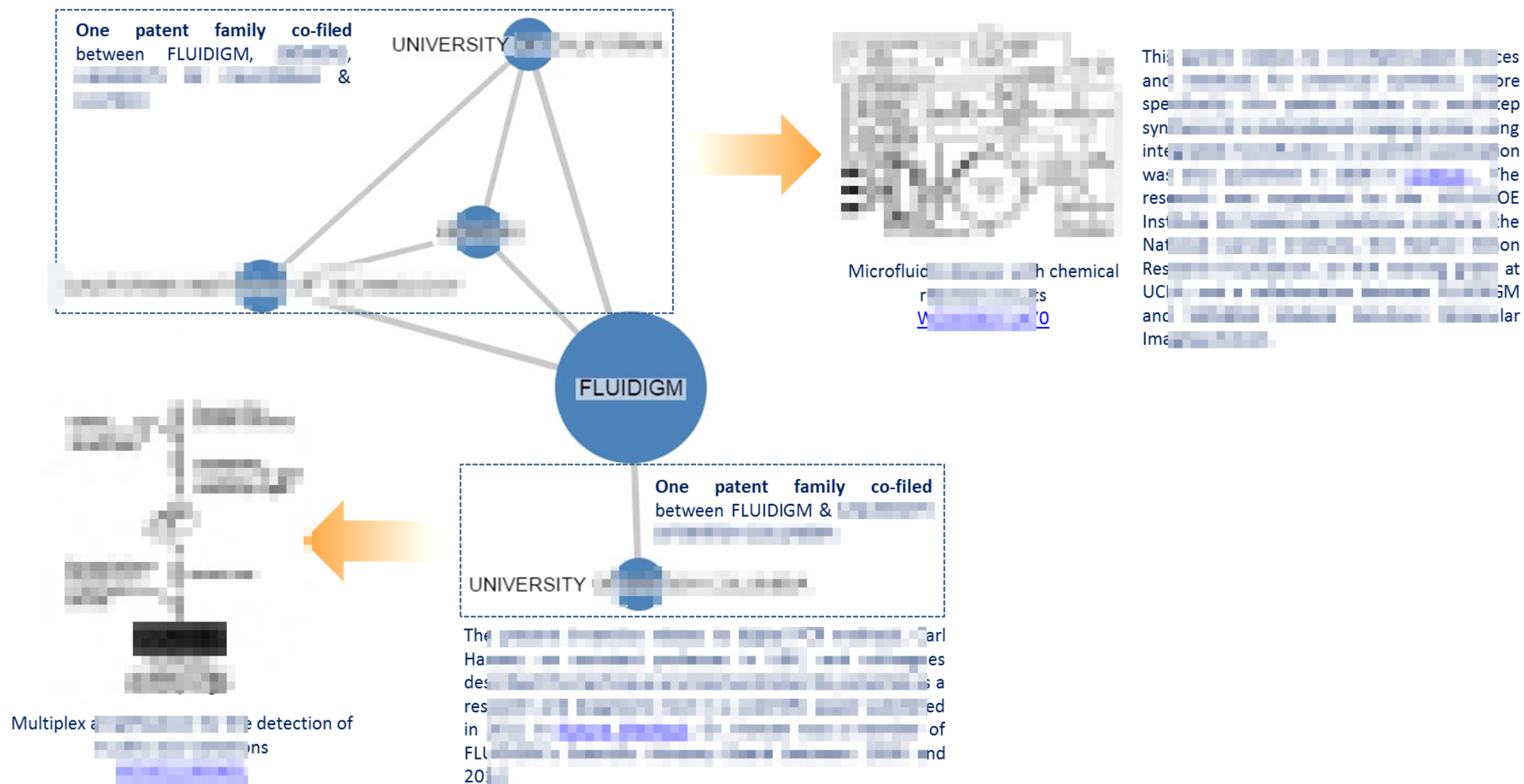


With XXX granted patents and XXX pending patent applications, the XXX is the main country of interest in the IP strategy of FLUIDIGM, following by XXX and XXX. XXX and XXX seem not to be strategic territories for FLUIDIGM.



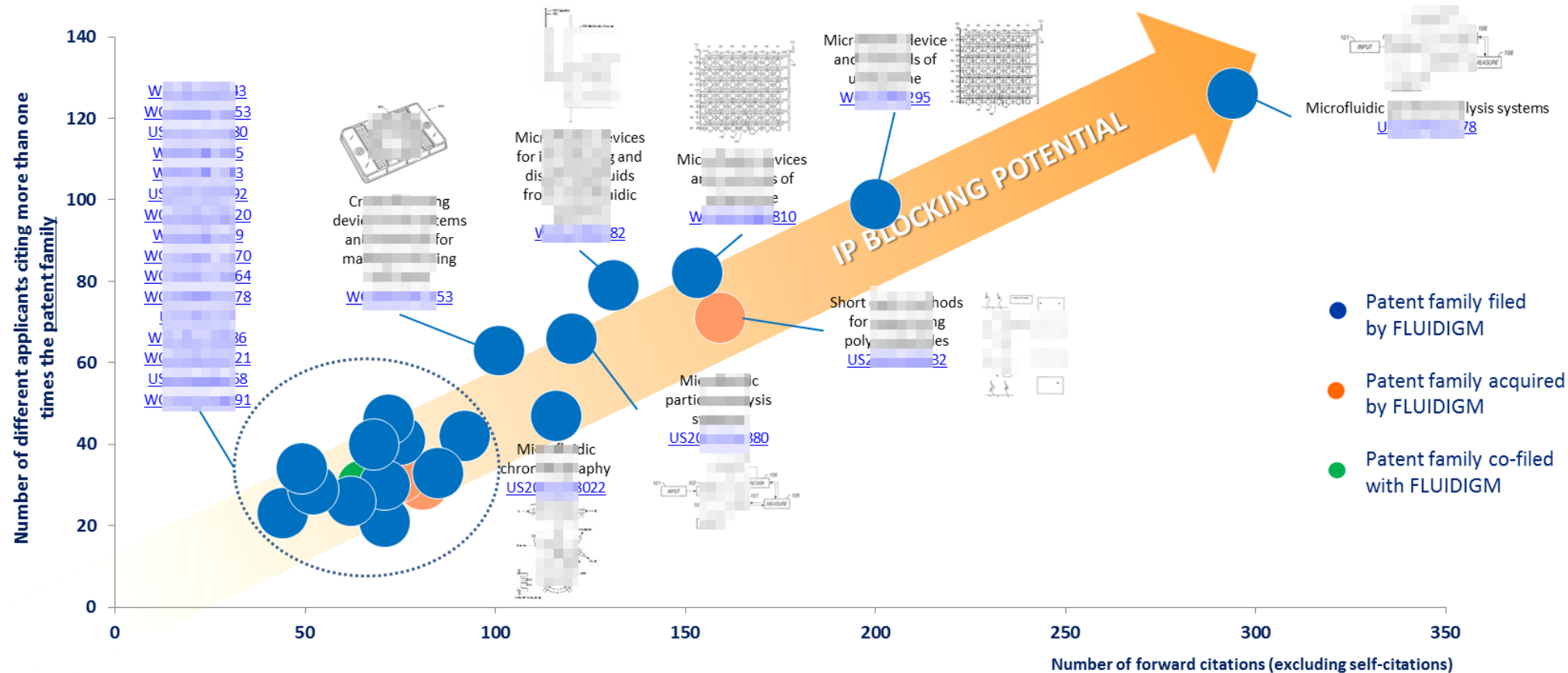
Main IP Collaboration

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IP Blocking Potential of Most Cited Patent Families

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The patent USXXXXXXXXXX is the most cited with more than 290 citations by more than 120 applicants. Those citations are mainly from COMPANY XXX (acquired by COMPANY XXX), COMPANY XXX, COMPANY XXX and COMPANY XXX. This patent is currently granted in XXXXXX and represents a high blocking potential in the field of single cell analysis. With 200 citations by more than 100 applicants, the patent WOXXXXXXXXXX has a great impact in the field of XXXXXXXX. Moreover, this patent is granted in XXXXXX and in XXXXXX.

FLUIDIGM IP PROFILE

Citation Network

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Main assignees cited by
FLUIDIGM's patent portfolio



87

Arrow points towards the target (cited reference), number indicates the number of citing/cited patent families.



FLUIDIGM®
Patent portfolio

Main assignees citing
FLUIDIGM's patent portfolio



93

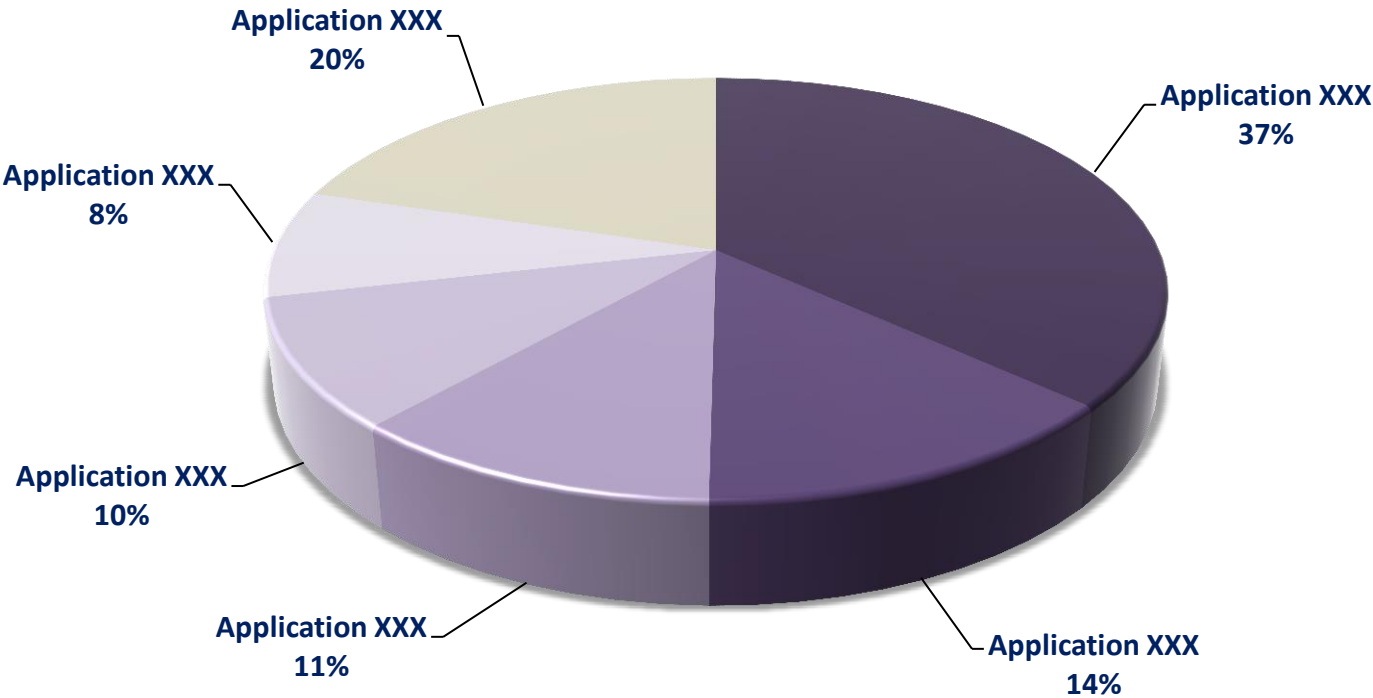
Arrow points towards the target (cited reference), number indicates the number of citing/cited patent families.

The following table lists the main assignees cited by FLUIDIGM's patent portfolio, along with the number of citing/cited patent families. The table is organized into two columns: Assignee and Count. The assignees listed are Caltech, illumina, and others. The counts are 87, 93, and others.

SEGMENTATION BY APPLICATION

Segmentation by Application

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The FLUIDIGM’s patent families have been segmented by application. Main claimed applications are related to XXXX, XXXXXXXX, XXXXXXXXXX, XXXXXXXX and XXXXXXXXXX. The other segment includes several applications, such as XXXXXXXXXXXX, XXXXXXXXXXXX, XXXXXXXX or manufacturing methods.

Next generation sequencing: Next generation sequencing (NGS) is a method for sequencing genomes at high speed and at low cost. This category includes target-enrichment system designed to work with all of the major next-generation sequencing instruments.

Single cell genomics: Single cell genomics examines the genomic information (genome and transcriptome) from individual cells with optimized next generation sequencing (NGS) technologies, providing a higher resolution of cellular differences and a better understanding of the function of an individual cell in the context of its microenvironment.

Digital PCR: Digital PCR is a biotechnological refinement of conventional polymerase chain reaction methods that can be used to directly quantify and clonally amplify nucleic acids strands including DNA, cDNA or RNA. The method has been demonstrated as useful for studying variations in gene sequences, such as copy number variants and point mutations, and it is routinely used for clonal amplification of samples for next-generation sequencing.

Mass cytometry: Mass cytometry is a mass spectrometry technique based on inductively coupled plasma mass spectrometry and time of flight mass spectrometry used for the determination of the properties of cells. The approach overcomes limitations of spectral overlap in flow cytometry by utilizing discrete isotopes as a reporter system instead of traditional fluorophores which have broad emission spectra.

Protein crystallization: Protein crystallization is the process of formation of a protein crystal. These crystals can then be used in structural biology to study the molecular structure of the protein, or for various industrial or biotechnological purposes.

SEGMENTATION BY APPLICATION

Timeline of the Application Segmentation

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	Year of the patent family first publication																	
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Application XXX	1	0	0	0	0	3	13	10	15	14	10	1	2	0	0	2	0	0
Application XXX	0	0	0	1	2	0	0	3	0	0	2	1	1	5	3	5	3	0
Application XXX	0	0	0	0	2	2	1	0	0	2	5	5	2	0	1	1	1	0
Application XXX	0	0	0	0	0	1	0	1	3	0	0	0	0	1	5	1	6	1
Application XXX	0	0	1	1	2	4	2	0	1	2	1	1	0	0	1	0	0	0

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

Numbers in the table represent patent families published per year for each segment.

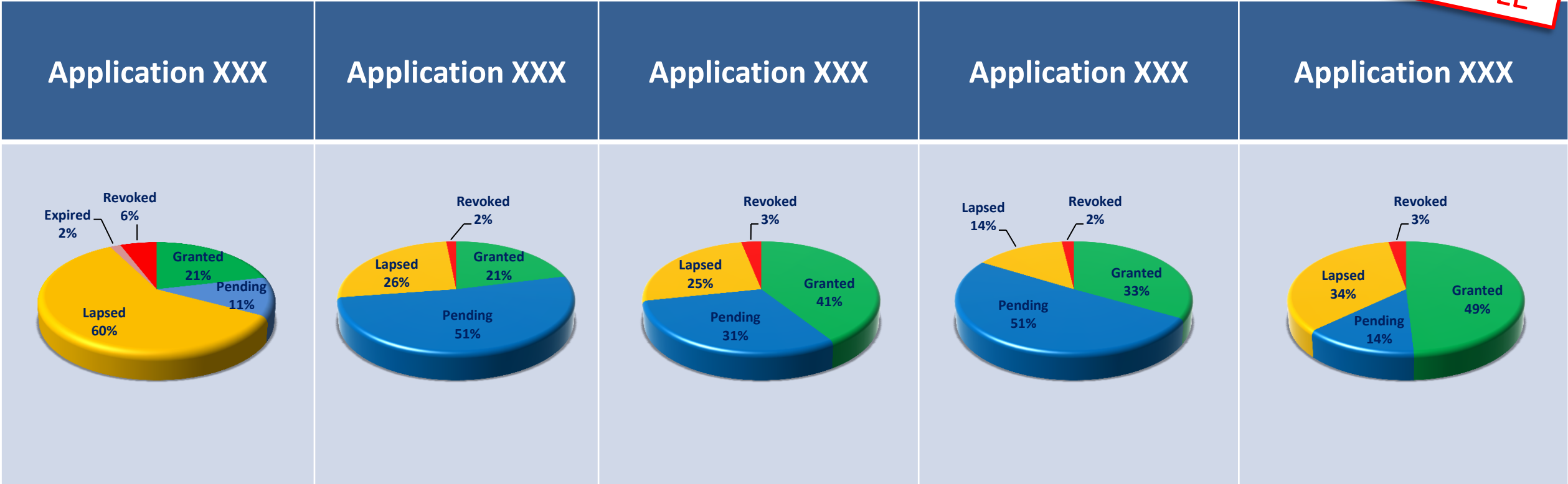
Between 2006 and 2010, a lot of patents claiming XXX applications were published, and the most of them were filed by COMPANY XXX (acquired by FLUIDIGM in 20XX). The patent filing activity in this field has dramatically decreased since 2012. Patent filing activity for XXX was strong between 2009 and 2012, and it is less active since then. Patent filing activity claiming XXX was strong in the early 2000s, and no patent in this category has been published since 2014. XXX is currently the most active application claimed by FLUIDIGM.

Total FLUIDIGM's revenue decreased by \$XX.X million (X%) to \$XXX.X million for 2016, compared to \$XXX.X million for 2015. This decline in revenue was partly due to lower sales for XXXXX products, which explains the decline of patent activity in this segment. Therefore, in order to find new growth relays, technologies patented by FLUIDIGM have evolved considerably since its inception, and XXXXX technologies are currently the most active applications claimed by FLUIDIGM, suggesting a strong R&D activity in this field.

SEGMENTATION BY APPLICATION

Current Legal Status of Patents

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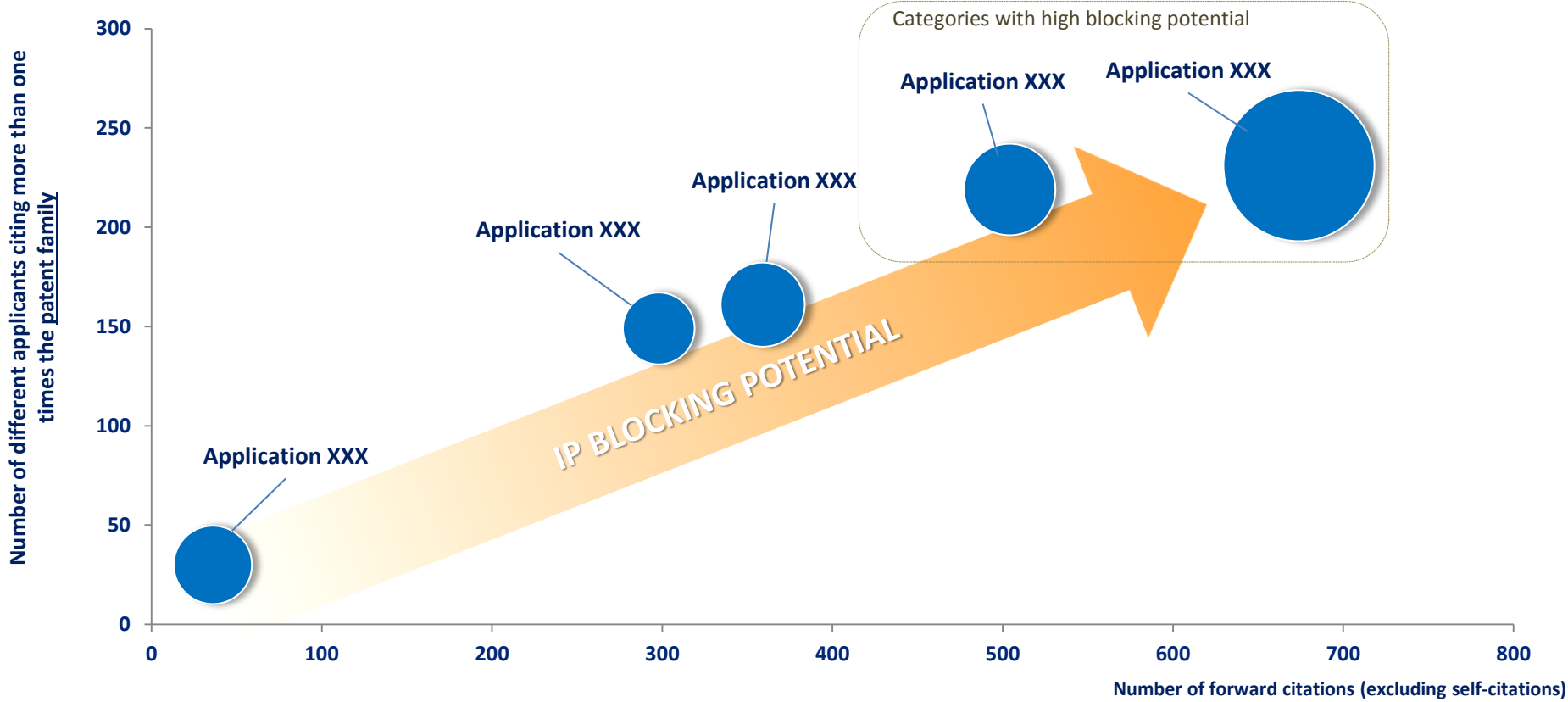


Only 30% of patents related to XXXXX are alive and over 65% are dead. This high number of lapsed patents related to XXXXX is mainly from the COMPANY XXX portfolio (abandoned for failure to respond to an office action). FLUIDIGM has a low number of pending patent applications for XXXXXXXXXX, which shows a decrease in its R&D activity in this field. However, the high number of granted patents indicates that this application remains a strategic area for FLUIDIGM (product IP protections, licensing ...). XXXXXXXXXX, XXXXXXXXXX and XXXXXXXXXX has an high number of alive patents (70-80%), and over 50% of patents related to XXXXXXXXXX and XXXXXXXXXX are pending applications, showing an intense R&D activity.

FLUIDIGM IP PROFILE

IP Blocking Potential by Application

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The more the number of forward citations from different patent applicants is high, the more the capacity to hamper the other firms' attempts to patent a related invention is important.

Bubble size represents the size of the family (number of patent documents)

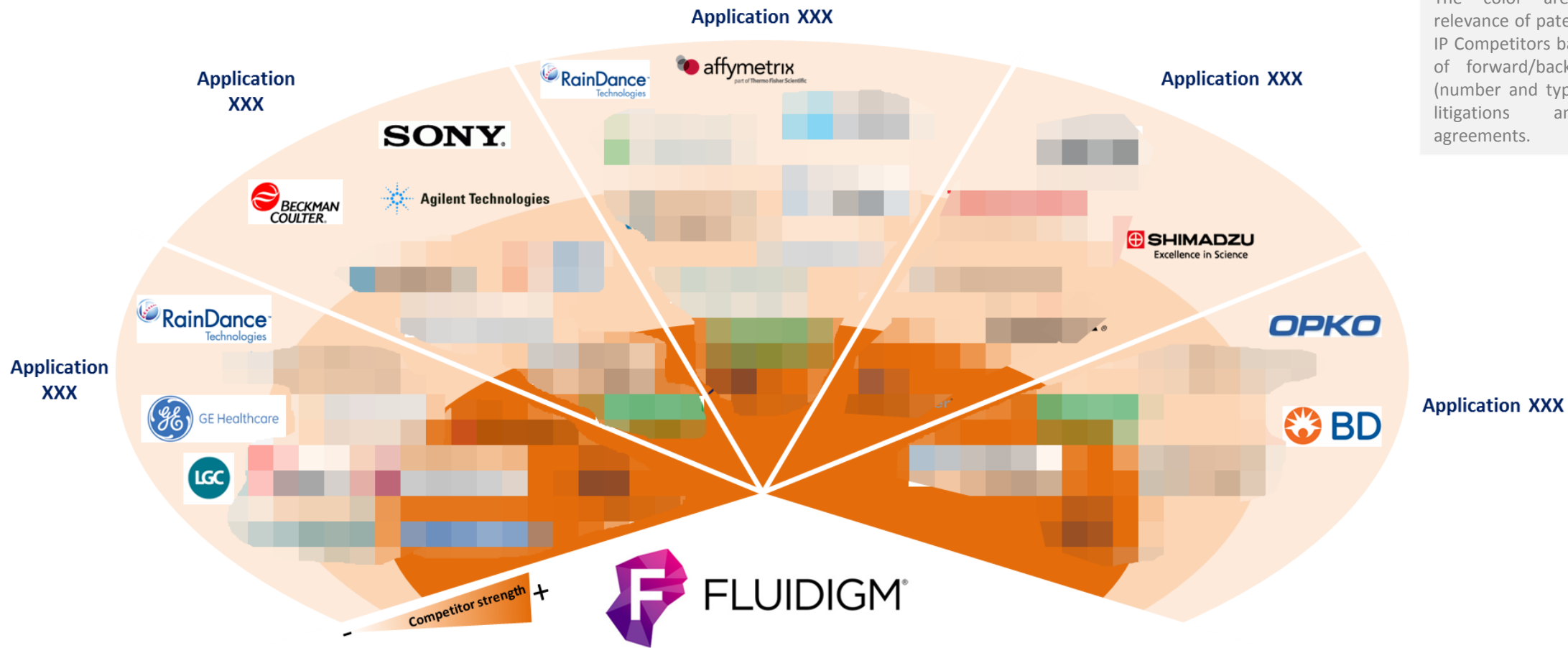
XXXXXXX is the application with the highest IP blocking potential, followed by XXXXXXXX, XXXXXXXX and XXXXXXXX. XXXXXXXX is the most cited application with more than 650 citations by more than 230 applicants. Those citations are mainly from companies such as COMPANY XXX, COMPANY XXX or COMPANY XXX. XXXXXXXX is also very cited by a lot of academics assignees, such as XXX, XXX, XXX or XXX. With a lot of high-cited patents, these two applications are the most well-established in the FLUIDIGM's portfolio. XXXXXX has currently a low blocking potential. However, this technology is recent, and the number of filed patents in this area is very low, which explains the low number of citations. XXXXXX has unique and powerful features, and over the next decade this technology will play central roles in XXXXX the complex interactions XXXX. With the acquisition of COMPANY XXX and its recent IP filing activity in the field of XXXXXX, FLUIDIGM is taking a leading IP position on this technology.

FLUIDIGM IP PROFILE

Competitive IP Environment

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The color areas show relevance of patent applicants as IP Competitors based on analysis of forward/backward citations (number and type), oppositions, litigations and licensing agreements.



COMPANY XXX is the closest IP competitor of FLUIDIGM's for Application XXX, Application XXX and Application XXX. COMPANY XXX is also a close IP competitor for Application XXX, and Application XXX. Specific IP competitors are present for Application XXX, such as COMPANY XXX which has patented several XXX methods, COMPANY XXX which has patented XXXXX or COMPANY XXX which has patented several methods for XXXXXXXXXX.

SEGMENTATION BY PRODUCT

Key Patents 1/2

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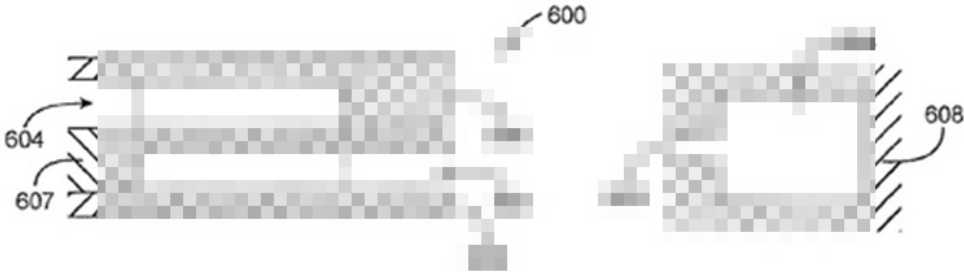
	PATENT NUMBER	TITLE	GRANTED PATENTS	DESCRIPTION
Application XXX	WC 2015/000064	Micr... .. product	US, AU, IL, EP, CN, EA, JP, DK, HK	The in... .. way of exampl... .. prepare librari... .. loader range
	WC 2015/000067	Nu... .. ns	US, EP, HK	The in... .. ds that includ... .. target nuclei... .. ed are useful... .. nucleic acids.
Application XXX	WC 2015/000060	Sir... .. ysis	US, IL, EP, SG	The in... .. ells. In partic... .. itation embry... .. crime scene.
	WC 2015/000061	An de... .. ng de... .. les	US	The in... .. , cells, and of... .. s, and analys... .. es for condu... .. ction.
Application XXX	WC 2015/000060	Met... .. CR	US, CA, EP, JP	The i... .. ng and manu... .. ighput analys... .. e been previo... .. us can be use... .. nucleic acid at
	WC 2015/000078	Cr... .. on, systems	US, CA, AU, KR, EP, CN, IL, JP, AT, ES	The in... .. nce in a gene... ..

NEW GRANTED PATENTS

USXXXXXXX

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Title	MiXXXXXXXXXXXXXX is
Patent Assignee	FLUIDIGM
Application date	2013-11-05
Patent Number	USXXXXXXX
Grant date	Granted patent since 2017-03-14
Forward Citations	115 forward citations, mainly from XXXXX and XXXXX



Invention :

The invention relates to a microfluidic device including a chamber having a flow through channel. The chamber is configured to receive a fluid from a source material in the flow through channel. The chamber is configured to receive a fluid flowing in a first direction through the flow through channel and to allow fluid flow in a second direction through the flow through channel.

GRANTED PATENTS RECENTLY LAPSED/EXPIRED

USXXXXXXX

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Title	Chemical compounds, the use thereof for treating viral infections and synthesis and a method of their preparation
Patent Assignee	FLUIDIGM
Application date	1996-01-30
Patent Number	USXXXXXXX
Status & date	Expired 2016-01-30
Forward Citations	43 forward citations, mainly from XXXXXX and XXXXX



Invention :

One object of the invention is to provide novel nucleoside derivatives, which may be used as active ingredients and which by dephosphorylation readily be converted into nucleoside derivatives having the further extended. Another object of the invention is to provide a method for nucleoside derivatives derivatives through their derivatives. Another object of the invention is to provide a method of synthesizing oligo- or polynucleotides by means of the novel chain terminators. Another object of the invention is to provide a process of synthesizing nucleoside derivatives according to the invention.

USXXXXXX

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The present invention generally relates to microfluidics and more particularly to the design of customized microfluidic systems using a microfluidic design system. Computer aided design systems have enabled more efficient and accurate microfluidic system design and simulation. The method includes designing a microfluidic system using a design tool, a microfluidic circuit schematic, including a plurality of symbols for microfluidic components, is generated using instructions or using the design tool. The design tool includes a microfluidic design system that automatically generates the microfluidic components and places them on a substrate to form a physical device. Then the device is fabricated using dynamic simulation models of the microfluidic components, and the physical layout is written to a layout file.

ORDER FORM

FLUIDIGM– Patent Portfolio Analysis 2017

Ref.:KM17005



SHIP TO

Name (Mr/Ms/Dr/Pr):

Job Title:

Company:

Address:

City:

State:

Postcode/Zip:

Country:

VAT ID Number for EU members:

Tel:

Email:

Date:

PAYMENT METHODS

Check

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

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

Money Transfer

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

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

Paypal

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

RETURN ORDER BY

E-mail: contact@knowmade.fr

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

PRODUCT ORDER

☐ €3,990 – Corporate license

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

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

I hereby accept Knowmade's Terms and Conditions of Sale
Signature:

Terms and Conditions of Sales

DEFINITIONS

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

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

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

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

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

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

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

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

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

1. SCOPE

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

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-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.



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