





MICROLED DISPLAYS: INTELLECTUAL PROPERTY LANDSCAPE

Market & Technology report - January 2018

Which companies own patents in microLED display? What are their major thrust areas and portfolio strength?

KEY FEATURES OF THE REPORT

Get the sample of the report on www.i-Micronews.com

- Evolution of patent filings and countries of patent filing
- Key patent analysis, by technology node (chip transfer, chip design, color conversion, defect management, etc.)
- Profiles of filing companies (company type, headquarters)
- Analysis of key companies' portfolios, including portfolio strength index, blocking potential, and IP collaboration networks between players
- Technologies non-specific to microLED displays but important for the field: micro/nano LED, wired LEDs, mass micro-chip transfer

OBJECTIVES OF THE REPORT

- Identify key patents and key players (OEMs, display makers, LED makers, start-ups, research institutions)
- Understand the key technology nodes and the major solution types being investigated by various companies
- Grasp the technology status of microLED displays
- Assess the portfolio strength of leading companies in the field, and their technology/application focus
- Recognize IP collaborations between various organizations

A BROAD RANGE OF ACTORS

Yole Développement has identified close to 1,500 patents filed by 125 companies and organizations relevant to the microLED display field. Among these are multiple startups, display makers, OEMs, semiconductor companies, LED makers, and research institutions.

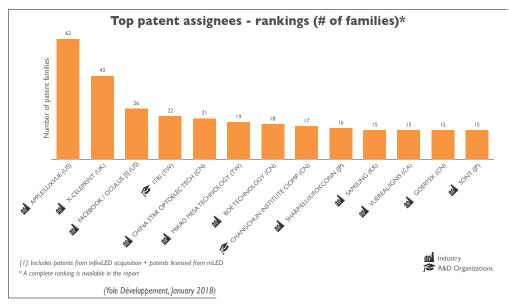
The overall corpus is relatively young, with an average age of 3.2 years across all families. The first patents were filed in 2000 - 2001, but the bulk of activity started after 2012. Thus, only a minority of patents have been granted so far.

Pioneers include Sony, Sharp, MIT, and others, although the bulk of initial developments were conducted by a variety of research institutions including Kansas State University, University of Hong Kong, Strathclyde University & Tyndall Institute (which spun-off mLED, InfiniLED, and X-Celeprint), University of Illinois, and startup companies like Luxvue and, later on, Playnitride and Mikro Mesa.

Yole Développement's study also reveals a number of companies that have not yet been identified as

players in the microLED display field. Moreover, our study confirms the commitment of many more companies, i.e. Intel and Goertek, which are not typically associated with display technology. On the flip side, various companies known to be active in the field, i.e. Huawei, have yet to publish any patents in the field.

Overall, the field is led mostly by startups and research institutions. With the exception of Sharp and Sony, display makers and LED makers are relative latecomers. Many companies started ramping up their microLED research and development activities after Apple showed faith in microLED with its acquisition of Luxvue. As of December 2017, Apple appears to have the most complete IP portfolio, covering almost all key technology nodes. However, many Apple patents pertain to the technological ecosystem developed around the company's MEMS transfer technology. Other companies like Sony, with a smaller portfolio but which had a head start, might own more fundamental design patents with strong blocking power.

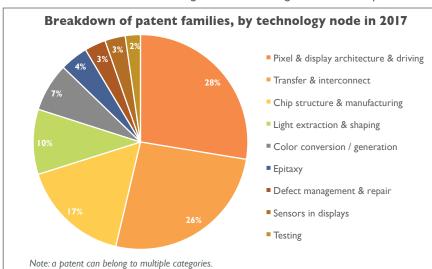


TRANSFER AND DISPLAY STRUCTURE DOMINATE, WHILE DEFECT MANAGEMENT SURPRISINGLY FALLS BEHIND

Many patents include descriptions of display concepts and architectures. But in terms of manufacturing technologies, pixel transfer & assembly is, not surprisingly, the major topic discussed in invention disclosures. The ability to

precisely assemble many millions of small LED chips in a costly, timely fashion, and with very high yields, has long been considered a key enabler for microLED displays.

Dozens of possible solutions are presented from more than 50 organizations. Some appear to have given serious thought, and have explored credible



(Yole Développement, January 2018)

development strategies to tackle the challenges. But many other applications only vaguely describe an idea or concept. Despite the diversity of solutions discussed, they can be organized in less than 10 major families, including MEMS, elastomer stamps, fluidic transfers, sticky tapes, etc.

Right behind transfer aspects are chip design and manufacturing technologies, since microLEDs currently suffer from much lower efficiency than their traditional "macro" counterparts. New structures and manufacturing processes are required to improve efficiency and make the chips suitable for transfer & assembly, or optimize the emission beam pattern for display applications.

More surprising is the relatively few number of applications relating to defect management and microLED testing. These aspects are considered to be key enablers since even with extremely high manufacturing yields defective pixels will remain, and a defect management strategy is required.

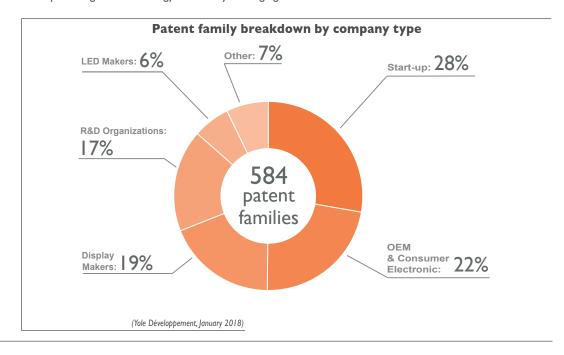
A COMPLEX SUPPLY CHAIN?

Enabling large-scale microLED display manufacturing requires bringing together three major disparate technologies and supply chain bricks: LED manufacturing, backplane manufacturing, and microchip mass transfer & assembly. The supply chain is complex and lengthy compared to typical displays. Every process is critical and it's a challenge to effectively manage every aspect. No one company appears positioned to master and execute across a supply chain that will likely be more horizontal, compared to other established display technologies.

The IP landscape reflects these challenges through the variety of players involved, but requirements differ from one application to another. For low-volume, high added-value applications like microdisplays for augmented/mixed reality for the enterprise, military, and medical markets, one can envision a well-funded startup with good technology efficiently managing

the supply chain. However, consumer applications such as TVs and smartphones will require significant investments to unlock large-scale manufacturing.

Though only a few companies have a broad IP portfolio covering all major technology nodes (transfer chip structure, display architecture, etc.), enough players have patents across many technology bricks to guarantee that complex licensing and legal battles will arise once microLED displays enter volume manufacturing and reach the market. Small companies with strong positions in various technology bricks will attempt to obtain licensing fees from larger players involved in manufacturing. Large corporations will try to block each other and prevent their competitors from entering the market. To prepare for such events, some latecomers appear to be filing large quantities of patents, sometimes with little substance.



COMPANIES CITED IN THE REPORT (non exhaustive list)

3M, Aledia, Apple/Luxvue, Atom Nanoelectronics, Au Optronics, Bai Hangkong, Beijing University Of Technology, BOE Technology, CEA, Changchun Institute, CIOMP, CNRS, Columbia University, Cooledge Lighting, Corning, Cree, CSOT, Delta Electronics, Emagin, ETRI, Facebook-Oculus, Focus Lightings Technology, Fraunhofer, Fudan University, Fuzhou University, Glo, Goertek, Google/X Development, Guangdong Poly Optoelectronic, Hahotech, HC Semitek, Epilight, Hiphoton, ID Display, Huawei, III-N Technology, Innolux, Intel, ITRI, Itswell, Jasper Display, Jiangsu Xinguanglian Semiconductor, Junwan Microelectronic Technology, KAIST, Kansas State University, KIMM, Kookmin University, Korea Advanced Nano Fab Center, KOPTI, Lextar Electronics, LG, Lumens, MIT, Mikro Mesa, mLED, Nanjing University Of Technology, Nano & Advanced Materials Institute, Nanometrix, National Taiwan University, Nthdegree, Opto Tech, Osram OS, Ostendo, Penn State Research Foundation, Playnitride, PSI Corp, QMAT, Rohinni, Samsung, Sanan Optoelectronics, Sanken Electric, Seoul Semiconductor, Sharp/Elux/Foxconn, Siliconcore Technology, Sony, Sumitomo Chemical, Sun Yat-Sen University, Sundiode, SUSTC, Sxaymiq Technologies, Tianma, Truly, Tsinghua University, UDC- Universal Display, Unimicron Technology, University Of Hong Kong, University Of Illinois, University Of Pennsylvania, University Of Strathclyde, Versatilis, Vuereal, X-Celeprint, Zena Technologies, Zheng Qingtuan, And more...

TABLE OF CONTENTS (complete content on i-Micronews.com)			
Methodology and terminology	13	> Monolithic integration of metal oxide TFT > Monolithic integration of GaN TFT	
Executive summary	28	> Hybridized structures > MicroLED array hybridization on CMOS	
Introduction to microLED displays	48	Chip structure and manufacturing	201
MicroLED IP landscape: overview	69	> MicroLED efficiency	
> Time evolution of patent applications > Time evolution of patent publications > Leading patent applicants > Remaining applicants > Number of patents and current legal status > Time evolution of patent applications > Average age of patent portfolio > Time evolution of patent applications > Average age of patent portfolio > Time evolution of patent applications > Breakdown by company types > Start up companies > Time evolution of patent applications per company types > OEM and consumer electronics companies > Display makers > Positioning of established panel makers > LED makers > Research institutions > Others > Breakdown by company headquarter > Technology segmentation > Overview of patent families per technology node		> Ranking by number of patent families > Patent portfolio strength index > Average strength index vs number of family > Ranking by strength index of the patent portfolio > 3D integration > Sony > Apple Luxvue > Current confinement trenches > Reduction of sidewall defects > Mikro Mesa > X-Celeprint > Facebook/Oculus > Others > IP blocking potential Light extraction and management > Viewing angle and power consumption > Ranking by number of patent families > Illustration: InfiniLED	225
Company analysis	98	> Patent portfolio strength index > Average strength index vs number of family	
Time evolution of patent applications Time evolution of patent applications per company Portfolio technology segmentation per company		 Ranking by strength index of the patent portfolio Apple/Luxvue Industrial Technology Research Institute IP blocking potential 	
> Detailed breakdown > Apple- Luxvue (US)		Color generation, conversion and management	244
> X-Celeprint (UK) > Oculus/InfiniLED/mLED (US) > Industrial Technology Research Institute (TW) > China Star OptoElectronics Technology (CN) > Mikro-Mesa (TW) > Sharp/Elux (JP-TW) > Goertek (CN) > SONY (JP) > Sony (JP) > AU Optronics (TW) > BOE Display Technology (CN) > Samsung (Korea) > Playnitride (TW)		Wavelength converter deposition Ranking by number of patent families CSOT Seoul Semiconductor MLED Patent portfolio strength index Patent portfolio strength index Average strength index vs number of family Ranking by strength index of the patent portfolio Apple/Luxvue Hiphoton/Aledia Others: Osram, Verlase. IP blocking potential	
> Intel (US) > Collaboration Network		Epitaxy	262
Pixel & display architectures, driving > Ranking by number of patent family > Patent portfolio strength ilndex > Average strength ilndex vs number of family > Ranking by strength index of the patent portfolio > Singular patent: MIT > Patent portfolio strength index > Apple-Luxvue	127	> Wavelength homogeneity and consistency > Ranking by number of patent families > Intel > Sun Yat-Sen University > NanoWires > Patent portfolio strength index > Average strength index vs number of family > Ranking by strength index of the patent portfolio > IP blocking potential	
> Other players > Sony		Defect management & repair	277
> Nano & advanced materials institute > ITRI > IP blocking potential Transfer & interconnect > Pick and place processes	146	Bad pixels Defect management strategies Ranking by number of patent families X-Celeprint Patent portfolio strength index Average strength index vs number of family	
> Fluidic self assembly > Ranking by number of patent families > Patent portfolio strength index > Average strength index vs number of family > Ranking by strength index of the patent portfolio > X-Celeprint (UK) – University of Illinois (US) > Apple Luxvue (US) > LuxVue Transfer Process Sequence > Sony (IP)		> Ranking by strength index of the patent portfolio > Example of repair strategies > Apple/Luxvue > Facebook/Oculus > Mikro Mesa > Sharp/eLUX > Goertek > IP blocking potential	
> Sharp/ELUX (JP) CM		Testing	299
> PSI Corp. (KR) > Mikro Mesa (TW) > Goertek (CN) > BOE Technology (CN) > CSOT (CN)		> Ranking by number of patent families > Testing > Mikro Mesa > Vuereal	
> LG Electronics (KR) > GLO AB (SW)		> Patent portfolio strength index Integration of sensor or other functions	307
Vuereal (CA) > Playnitride (TW) > AU Optronics (TW) > Industrial Technology Research Institute > Intel > IP blocking potential > Other microchip transfer patents: timeline > Other microchip transfer patents: key players		> Ranking by number of patent families > X-Celeprint > Apple Luxvue > Others > Patent portfolio strength index > Kansas State University (KSU) > IP blocking potential	307
Monolithic structuresMonolithic integration of LTPS TFT		Yole Développement presentation	

RELATED REPORTS

Benefit from our Bundle & Annual Subscription offers and access our analyses at the best available price and with great advantages



- Quantum Dots and Wide Color Gamut Display Technologies
- Organic Thin Film Transistor 2016: Flexible Displays and Other Applications

Find all our reports on

www.i-micronews.com



AUTHORS

Dr. Eric Virey serves as a Senior Market and Technology Analyst at Yole Développement (Yole). Eric is a daily contributor to the development of LED, OLED, and Displays activities, with a large collection of market and technology reports as well as multiple custom consulting projects. Thanks to its deep technical knowledge and industrial expertise, Eric has spoken in more than 30 industry conferences worldwide over the last 5 years. He has been interviewed and quoted by leading media over the world. Previously Eric has held various R&D, engineering, manufacturing and business development positions with Fortune 500 Company Saint-Gobain in France and the United States. Dr. Eric Virey holds a Ph-D in Optoelectronics from the National Polytechnic Institute of Grenoble.



Dr. Nicolas Baron is CEO and cofounder of KnowMade. He is leading the Microelectonics 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.









ORDER FORM

MicroLED Displays: Intellectual Property Landscape

BILL IO	PATMENT	
Name (Mr/Ms/Dr/Pr): Job Title: Company: Address: City: State: Postcode/Zip: Country*: *VAT ID Number for EU members: Tel: Email: Date: PRODUCT ORDER - Ref YD18003	BY CREDIT CARD Visa Mastercard Amex Name of the Card Holder: Credit Card Number: Card Verification Value (3 digits except AMEX: 4 digits): Expiration date: BY BANK TRANSFER BANK INFO: HSBC, I place de la Bourse, F-69002 Lyon, France, Bank code: 30056, Branch code: 00170 Account No: 0170 200 1565 87, SWIFT or BIC code: CCFRFRPP, IBAN: FR76 3005 6001 7001 7020 0156 587 RETURN ORDER BY FAX: +33 (0)472 83 01 83 MAIL: YOLE DÉVELOPPEMENT, Le Quartz, 75 Cours Emile Zola, 69100 Villeurbanne/Lyon - France SALES CONTACTS North America - Steve Laferriere: +13106 008 267 laferriere@yole.fr Europe & RoW - Lizzie Levenez: +49 15 123 544 182 levenez@yole.fr Japan & Rest of Asia - Takashi Onozawa: +81 3 6869 6970 onozawa@yole.fr Greater China - Mavis Wang: +886 979 336 809 wang@yole.fr Specific inquiries: +33 472 830 180 – info@yole.fr Our Terms and Conditions of Sale are available at www.yole.fr/Terms_and_Conditions_of_Sale.aspx The present document is valid 24 months after its publishing date: January 24th, 2018	
- The report will be ready for delivery from January 24th, 2018 - For price in dollars, please use the day's exchange rate. All reports are delivered electronically at payment reception. For French customers, add 20% for VAT I hereby accept Yole Développement's Terms and Conditions of Sale(1) Signature: *One user license means only one person at the company can use the report. SHIPPING CONTACT		
First Name:	Last Name:	
Email:	Phone:	
AROLIT YOUE DEVELOPPEMENT		

Founded in 1998, Yole Développement has grown to become a group of companies providing marketing, technology and strategy consulting, media and corporate finance services, reverse engineering and reverse costing services and well as IP and patent analysis. With a strong focus on emerging applications using silicon and/or micro manufacturing, the Yole group of companies has expanded to include more than 80 collaborators worldwide covering MEMS and image sensors, Compound Semiconductors, RF Electronics, Solid-state lighting, Displays, software, Optoelectronics, Microfluidics & Medical, Advanced Packaging, Manufacturing, Nanomaterials, Power Electronics and Batteries & Energy Management.

The "More than Moore" market research, technology and strategy consulting company Yole Développement, along with its partners System Plus Consulting, PISEO and KnowMade, support industrial companies, investors and R&D organizations worldwide to help them understand markets and follow technology trends to grow their business.

CONSULTING AND ANALYSIS

- Market data & research, marketing analysis
- Technology analysis
- Strategy consulting
- Reverse engineering & costing
- Patent analysis
- · Design and characterization of innovative optical systems
- Financial services (due diligence, M&A with our partner) More information on www.yole.fr

MEDIA & EVENTS

- i-Micronews.com website & related @Micronews e-newsletter
- Communication & webcast services
- Events: TechDays, forums..

More information on www.i-Micronews.com

REPORTS

- Market & technology reports
- Patent investigation and patent infringement risk analysis
- Teardowns & reverse costing analysis
- · Cost simulation tool

More information on www.i-micronews.com/reports

CONTACTS

For more information about:

- Consulting & Financial Services: Jean-Christophe Eloy (eloy@yole.fr)
- Reports: David Jourdan (jourdan@yole.fr) Yole Group of Companies
- Press Relations & Corporate Communication: Sandrine Leroy (leroy@yole.fr)



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 Yole'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, 3 different licenses are proposed. The buyer has to choose one license:

- One user license: one person at the company can use the report. · Multi-user license: the report can be used by unlimited users
- within the company. Subsidiaries and Joint-Ventures are not included.
- · Corporate license: purchased under "Annual Subscription" program, the report can be used by unlimited users within the company. Joint-Ventures are not included.
- **"Products":** Depending on the purchase order, reports or database on MEMS, CSC, Optics/MOEMS, Nano, bio... to be bought either on a unit basis or as an annual subscription. subscription for a period of 12 calendar months). The annual subscription to a package (i.e. a global discount based on the number of reports that the Buyer orders or accesses via the service, a global search service on line on I-micronews and a consulting approach), is defined in the order. Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.
- "Seller": Based in Lyon (France headquarters), Yole Développement is a market research and business development consultancy company, facilitating market access for advanced technology industrial projects. With more than 20 market analysts, Yole works worldwide with the key industrial companies, R&D institutes and investors to help them understand the markets and technology trends.

I. SCOPE

- I.I 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 Yole's Terms and Conditions of Sale". This results in
- acceptance by the Buyer. $1.3 \ \mathrm{Orders}$ 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 incases 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 or automatically online via an email/password. 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.

TERMS AND CONDITIONS OF SALES

- 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 Yole may offer a pre release discount for the companies willing to acquire in the future the specific report and agreeing on the fact that the report may be release later than the anticipated release date. In exchange to this uncertainty, the company will
- get a discount that can vary from 15% to 10%.

 3.3 Payments due by the Buyer shall be sent by cheque payable to Yole Développement, credit card or by electronic transfer to the following account:

HSBC, I place de la Bourse 69002 Lyon France Bank code: 30056 Branch code: 00170

Account n°: 0170 200 1565 87

BIC or SWIFT code: CCFRFRPP

IBAN: FR76 3005 6001 7001 7020 0156 587

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.

- 3.4 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.
- 3.5 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.

- 4.1 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 sale ability 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 MAIEURE

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.
- 6.5 In the context of annual subscriptions, the person of contact shall decide who within the Buyer, shall be entitled to access on line the reports on I-micronews.com. In this respect, the Seller will give the Buyer a maximum of 10 password, unless the multiple sites organization of the Buyer requires more passwords. The Seller reserves the right to check from time to time the correct use of this password.
- 6.6 In the case of a multisite, multi license, only the employee of the buyer can access the report or the employee of the companies in which the buyer have 100% shares. As a matter of fact the investor of a company, the joint venture done with a third party etc..cannot access the report and should pay a full license price.

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 Lyon, 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.