

RF GaN

Patent Landscape Analysis – November 2020

The last 2 years marked a turning point for RF GaN patenting activity now driven by China and moving on technical issues further down the value chain.

REPORT OUTLINE

- RF GaN
- Patent Landscape Analysis
- November 2020
- PDF >230 slides
- Excel file with >6,300 patents
- €6,490 for a multi-user license
- Ref.: KM20008

KEY FEATURES

- Main IP dynamics and key trends.
- IP leaders, most active players and newcomers.
- IP portfolio strength of key players, and their technology/application focus.
- Time evolution of patents filings by company, countries, and technology.
- IP collaborations and IP transfers between key organizations.
- Insights into the status of RF GaN patented technologies, identifying trends for each technology and application.
- Extensive Excel database of over 3,000 patent families with all patent information and technology segmentation.

LINKED REPORTS & MONITORS

- [GaN Power & RF Patent Monitor](#)
- [GaN-on-Silicon Patent Landscape 2020](#)
- [Power GaN Patent Landscape 2019](#)
- [RF Acoustic Wave Filters Patent Landscape 2019](#)



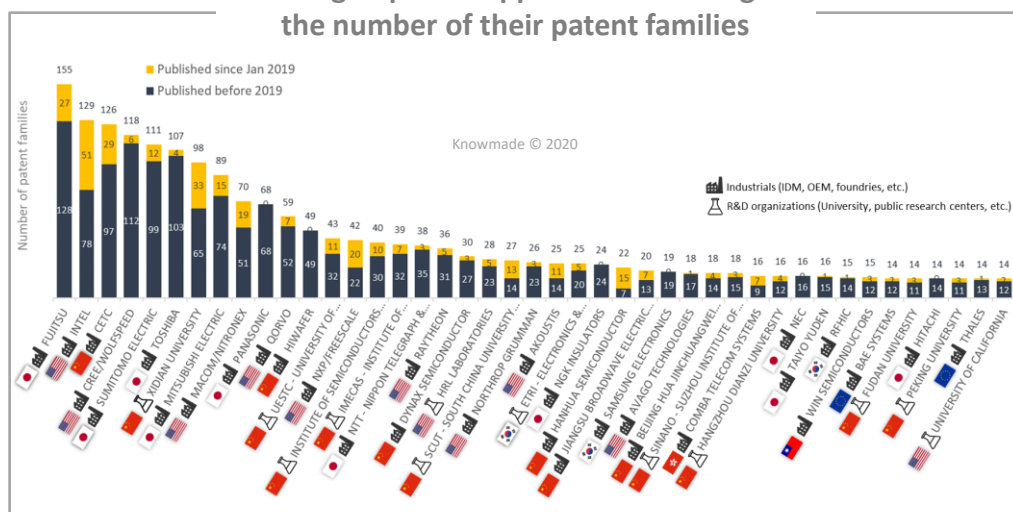
RF GaN intellectual property (IP) activities continue to grow, driven by next-gen telecom and military technologies requirements

The **radio frequency (RF) GaN market** is experiencing impressive growth, mainly driven by telecom and military applications. The overall GaN RF market is expected to increase from **\$740M** in 2019 to more than **\$2B** in 2025, with a CAGR of 12%, according to Yole Développement.

In this report, Knowmade's Semiconductor team gives a thorough description and analysis of the **patent landscape related to GaN-based RF electronics**, covering the whole value chain from epitaxial structures to RF semiconductor devices, circuits, packages, modules and systems.

Analysts have selected and analyzed more than **6,300 patents** published worldwide up to August 2020, representing more than **3,000 patent families** (inventions) filed by more than 500 different organizations. This 2020 edition comprises 2x more patent families and more than 100 new players compared to the 2019 edition.

Ranking of patent applicants according to the number of their patent families



The first RF GaN patent applications were filed in the 1990s. The level of activity took off in 2004 and accelerated significantly from 2015. Today, the IP dynamics are driven by two major factors: (1) China, and (2) the shift of IP further down the value chain.

Chinese IP activity has been accelerating since 2015. Over the last 2 years, we witnessed a remarkable increase in **patents coming from China** and many **Chinese newcomers** entering the RF GaN IP landscape. In 2019-2020, the Chinese organizations represented more than 40% of the patent applicants (Americans = 23%, Japanese = 10%, Europeans = 3%). The rise in RF GaN patents from China-based companies follows a more general trend as the country transitions from a manufacturing to an innovation-driven economy. This trend also reflects the situation in the RF industry, with a Chinese market that shows exploding demand for commercial wireless telecom applications and Chinese companies already developing next-gen telecom networks. Moreover, following the US-China trade war, numerous China-based companies are trying to develop GaN RF for 5G infrastructures internally.

Over the last few years, the level of creativity to address all the technology and manufacturing roadblocks for GaN RF devices has been impressive. More recently, **IP developments are accelerating on topics further down the value chain**: RF circuits, packaging, and modules/systems. The current patent activity suggests that manufacturing and technology issues still need to be solved in **monolithic integration** of different RF semiconductor devices; **thermal management** at epi-stack, semiconductor device and package levels; **linearity** at semiconductor device and circuit levels; and protection, matching and distortion compensation at circuit level.

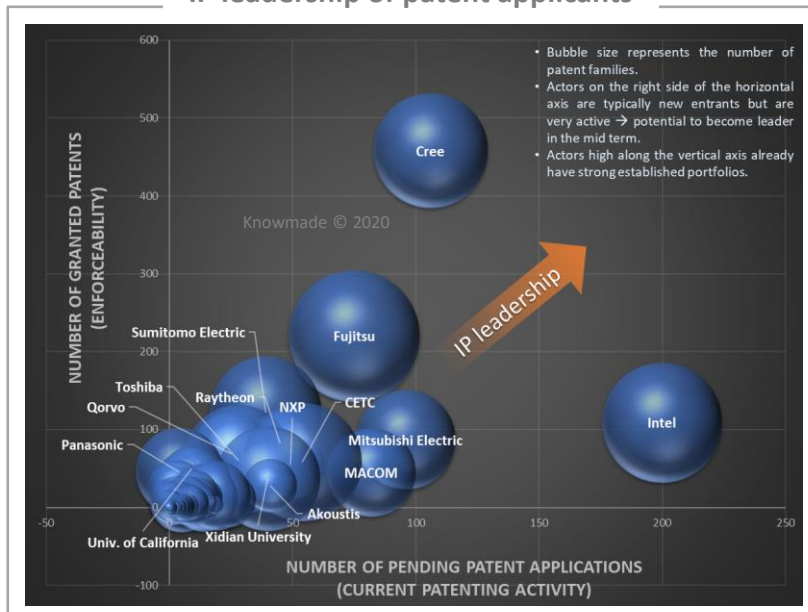
GaN RF leading companies should not underestimate China's IP as it is changing the landscape

The RF GaN patent landscape is currently dominated by American and Japanese companies such as **Cree**, **Fujitsu**, **Sumitomo Electric**, **Mitsubishi Electric**, **Intel**, **MACOM**, **Toshiba**, **Qorvo** and **Raytheon**. The IP competition has been stronger in the US, as demonstrated by a much higher number of granted patents (1,200+) in contrast with China (640+), Japan (440+) and Europe (250+). However, the patenting activity is now focused on China.

Cree has the stronger IP position thanks to numerous fundamental patents, especially for GaN-on-SiC technology. Over the past 5 years, inventive activity at **Cree**, **Sumitomo Electric** and **Toshiba** stalled. These IP leaders have developed broad patent portfolios covering a wide range of RF GaN technology nodes. The reduced IP activity could be a sign of confidence in their already robust RF GaN patent portfolio. **Intel** and **MACOM** have strongly increased their IP activity since 2017, especially for GaN-on-Silicon technology. **Intel** is currently the most active patent applicant in the RF GaN field, with a record-high level of activity of patenting new inventions over the last couple of years which could, down the road, position it ahead of **Sumitomo Electric**, **Fujitsu** or **Cree** in terms of IP leadership.

In China, **CETC** and **Xidian University** have the most prolific inventive activity. Other players such as **HiWafer**, **Dynax**, **Hanhua** and China's top public research entities **UEST**, **IMECAS**, **SCUT** and **Institute of Semiconductors** have built sizeable RF GaN IP portfolios, and ambitious new players are entering the IP landscape (**Boxin**, **Reactor Microelectronics**, **TUS-Semiconductor**, **Hatchip**, **Nexgo**, **Bosemi**, **HC Semitek**, **A-INFO**, **RDW**, **Chippacking**, **China Mobile**, **Gaxtrem**, etc.). European RF players **Thales**, **BAE Systems**, **Infineon**, **Ampleon**, **Ericsson**, etc. are only playing a small part in the current RF GaN IP dynamics. In Taiwan, the foundries **Win Semiconductors**, **TSMC** and **GlobalWafers** entered the RF GaN IP landscape first in the mid-2010s, followed by others such as **VIS** and **Wavetek** in 2018. South Korean entities are not very active. **ETRI** continued to file few new inventions every year over the past decade. In 2016, **RFHIC** acquired GaN-on-Diamond-related patents from **Element Six**, then we observed the entry of **Wavice**, **U-Tel** and **Wavepia** more recently.

IP leadership of patent applicants

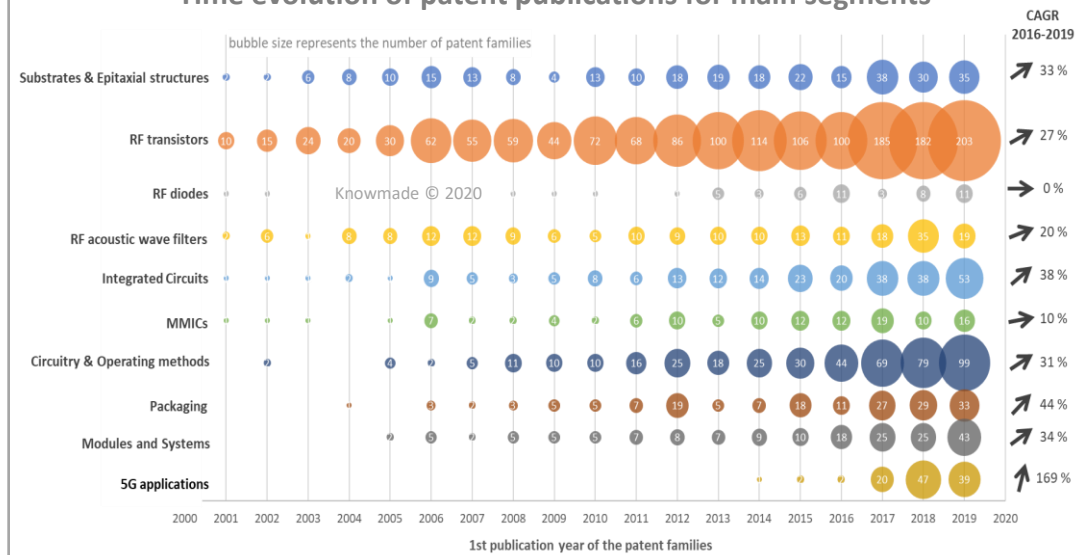


Strategic and technological paths followed by leading companies and newcomers for RF GaN technologies

This report provides the main **IP dynamics** of the RF GaN field and offers a **complementary vision** of the **RF GaN competitive landscape** through patenting activity. In this report, we give deep insights on the **IP portfolios and strategies** of **key RF GaN players and newcomers**. We analyze their **patented technologies, IP strength**, markets of interest and future intents, and we highlight the **strategic and technological paths** they are following for RF GaN technologies.

In this 2020 edition, we detail the **IP landscape** and **recent patents** of note related to **GaN-on-SiC**, **GaN-on-Silicon**, **GaN-on-Diamond** and **GaN-on-Sapphire**. We analyze and describe the IP activity related to **RF transistors** (HEMT, HBT, E-mode, etc.), **RF diodes** (varactor, RTD, IMPATT, etc.) and **RF acoustic wave devices** (SAW, TC-SAW, FBAR, BAW-SMR). Furthermore, the report includes a section dedicated to GaN-based **MMIC**-related patents. Overall, we highlight patents dealing with **manufacturing and technology issues** still of interest to IP players (heat dissipation, monolithic integration, linearity, impedance matching, etc.), and/or targeting **MW/mmWave** frequency ranges or **5G applications**.

Time evolution of patent publications for main segments



Useful Excel database

This report also includes an extensive **Excel database with the 3,000+ patent families** analyzed in this study. This useful patent database **allows for multi-criteria searches** and includes patent publication numbers, hyperlinks to the original documents, priority date, title, abstract, assignees, current legal status and **technological and application segments** (epitaxial structures, RF transistors, RF diodes, RF acoustic wave devices, MMIC, GaN-on-SiC, GaN-on-Si, GaN-on-Diamond, PA, RF switch, RF filter, Microwaves, mm-waves, 5G, etc.).

COMPANIES MENTIONED IN THE REPORT (NON-EXHAUSTIVE)

Air Water, AIST, Akash Systems, Akoustis, Ampleon, Analog Devices, Avago Technologies, BAE Systems, Boeing, Bosemi, Broadwave Electric, Carsem, CEA, CETC, China Mobile, CNRS, Comba Telecom, Cree, Dynax Semiconductor, Element Six/Group4 Labs, Ericsson, Eridan Communications, ETRI, Everbright Technology, Fraunhofer, Fudan University, Fujitsu, Gaxtrem, Gemini Semiconductor Manufacturing, Georgia Tech, GlobalWafers, Hangzhou Dianzi University, Hanhua Semiconductor, Hatchip, HC Semitec, HiWafer, HKUST, HRL Laboratories, Huawei, II-VI, Imec, IMECAS, Infineon, Institute of Semiconductors (CAS), Intel, IQE, Japan Radio, Jiejie Microelectronics, KETI, KNU, Korean Agency for Defense Development, KPU, LG, Lockheed Martin, MACOM, Mems Solution, MIT, Mitsubishi Electric, Murata Manufacturing, Nagoya University, Nanjing Changfeng Aerospace Electronic Equipment, Nanjing University of Science & Technology, Nanyang Technological University, National Technology & Engineering Solutions of Sandia, NEC, Nexgo (Shenzhen Xinguodu Technology), NGK Insulators, Nichia, NIMS, Nokia, Northrop Grumman, Northwestern Polytechnical University, NPP Pulsar, NTT, NXP, OKI Electric Industry, ON Semiconductor, Panasonic, Peking University, Qorvo, Qualcomm, Raytheon, Renesas Electronics, RFHIC, Samsung Electro Mechanics, Samsung Electronics, Sanan IC, Sanken Electric, SCIOCS/Sumitomo Chemical, SCUT, SETi, Shaanxi Reactor Microelectronics, Shandong University, Sharp, Shin-Etsu, Sichuan University, SINANO, SITP, Soitec/Epigan, South China Normal University, Southeast University Nanjing, STMicroelectronics, Sumitomo Electric, Sun Yat Sen University, SUSTECH, Suzhou Jena Microelectronics, Tagore Technology, Taiyo Yuden, Teledyne Scientific & Imaging, Thales, Tianjin University, Tiger Microwave, Tomsk State University, Toshiba, Tower Semiconductor, Transphorm, Tsinghua University, TSMC, TUS - Semiconductor, UESTC, University of California, University of Colorado, University of Florida, U-Tel, Wavepia, Wavice, Win Semiconductors, Xidian University, Zhonghe Boxin Semiconductor, Zhuhai Crystal Resonance Technologies, ZTE, and more.

TABLE OF CONTENTS

INTRODUCTION	5	Hong Kongese and Taiwanese IP players	127	RF devices	177
<ul style="list-style-type: none"> Context Scope of the report Key features of the report Companies cited in the report Why study the patent landscape 		South Korean IP players 136 For each country/area: <ul style="list-style-type: none"> Leading patent assignees Time evolution of patent publications from main assignees Geographic coverage of main assignees' IP portfolios Technology coverage of main assignees' IP portfolios Focus on RF GaN IP portfolio owned by Cree, Intel, MACOM, Qorvo, NXP USA, Raytheon, Analog Devices, Qualcomm, Akoustis, BAE Systems, Thales, Ericsson, Ampleon, Sumitomo Electric, Fujitsu, Mitsubishi Electric, Toshiba, Air Water, CETC, Xidian University, HiWafer, Dynax, Hanhua, Nexgo, Boxin, Reactor Microelectronics, TUS-Semiconductor, JEC Electronics, Hatchip, Bosemi, China Mobile, Gaxtrem, HC Semitec, Jena Microelectronics, Jimake Microelectronics, Yukai Electronic, Original Digital, Comba Telecom, Win Semiconductors, GlobalWafers, TSMC, ETRI, Samsung Electronics, RFHIC, Wavice, Wavepia, U-Tel.		<ul style="list-style-type: none"> Field effect transistors (FET, HEMT, HFET, Normally-off, etc.) Heterojunction bipolar transistors (HBT) RF diodes (Schottky, varactor, RTD, IMPATT, etc.) RF acoustic wave devices (SAW, TC-SAW, FBAR, BAW-SMR) For each RF device: leading patent applicants, main topics, and noteworthy recent patents.	
METHODOLOGY & TERMINOLOGY	11				
EXECUTIVE SUMMARY	19			MMIC	204
PATENT LANDSCAPE OVERVIEW	29			<ul style="list-style-type: none"> Leading patent applicants Noteworthy patents owned by Cree, Toshiba, Raytheon, Win Semiconductors, Qorvo, Northrop Grumman, BAE Systems, Tiger Microwave. 	
<ul style="list-style-type: none"> Time evolution of patent applications/publications Time evolution of company headquarters Leading patent applicants Other patent assignees with 3 or more patent families Time evolution of patent publications from main assignees Most active patent applicants since Jan 2019 Topics of new patents published since Jan 2019 Newcomers in 2019-2020 Topics of newcomers' patents Main IP transfers and IP collaborations since 2015 Main IP players and the current legal status of their patents Geographical coverage of granted and pending patents Geographical coverage of main assignees' IP portfolios IP leadership of patent assignees Key IP players by country of headquarters Patent portfolio strength index of patent assignees Overview of patent families by technological segment IP dynamics for main technological segments Technology coverage of main assignees' IP portfolios Main patent applicant by value chain segment 				Circuit & Operating methods 215 <ul style="list-style-type: none"> Leading patent applicants and time evolution of patent publications related to bias, protection, matching, and linearity. Noteworthy recent patents 	
American IP players	61	SEGMENTATION	146	Function	220
European IP players	78	<ul style="list-style-type: none"> Overview of patent families by segment Time evolution of patent publications for main segments Technology coverage of main assignees' IP portfolios Main patent applicants by value chain segment Main patent applicants by RF function and frequency band Matrix Technology vs RF device/Function/Frequency band Matrix Main issues vs Main segments 		<ul style="list-style-type: none"> RF amplifier (PA, LNA, Doherty PA, switch-mode PA) RF switch RF filter For each function: leading patent applicants, time evolution of patent publications, and noteworthy recent patents.	
Japanese IP players	87	Technology GaN-on-X	155	Frequency bands	225
Chinese IP players	99	<ul style="list-style-type: none"> GaN-on-SiC GaN-on-Silicon GaN-on-Sapphire GaN-on-Diamond GaN-on-GaN For each technology: leading patent applicants, main topics, and noteworthy recent patents.		<ul style="list-style-type: none"> Leading patent applicants and time evolution of patent publications for Radio waves, Microwaves, mm-Waves and THz Patent applicants targeting 5G networks Noteworthy patents targeting 5G networks 	
				CONCLUSIONS	232
				KNOWMADE PRESENTATION	234

AUTHOR



Dr. Nicolas Baron

Nicolas is CEO and co-founder of Knowmade. He manages the development and strategic orientation of the company and personally leads the Semiconductor department. He holds a PhD in Physics from the University of Nice Sophia-Antipolis, and a Master of Intellectual Property Strategies and Innovation from the European Institute for Enterprise and Intellectual Property (IEEPI), Strasbourg, France.

Contact: nicolas.baron@knowmade.fr

ABOUT KNOWMADE

Knowmade is a Technology Intelligence and IP Strategy consulting company specialized in analysis of patents and scientific information. The company helps innovative companies and R&D organizations to understand their competitive landscape, follow technology trends, and find out opportunities and threats in terms of technology and patents.

Knowmade's analysts combine their strong technology expertise and in-depth knowledge of patents with powerful analytics tools and methodologies to turn patents and scientific information into business-oriented report for decision makers working in R&D, Innovation Strategy, Intellectual Property, and Marketing. Our experts provide prior art search, patent landscape analysis, scientific literature analysis, patent valuation, IP due diligence and freedom-to-operate analysis. In parallel the company proposes litigation/licensing support, technology scouting and IP/technology watch service.

Knowmade has a solid expertise in Compound Semiconductors, Power Electronics, Batteries, RF Technologies & Wireless Communications, Solid-State Lighting & Display, Photonics, Memories, MEMS & Solid-State Sensors/Actuators, Semiconductor Manufacturing, Packaging & Assembly, Medical Devices, Medical Imaging, Microfluidics, Biotechnology, Pharmaceuticals, and Agri-Food.

ORDER FORM

RF GaN

Patent Landscape Analysis – November 2020

Ref.:KM20008

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

Order online: [Click here](#)

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,
06560 Valbonne Sophia Antipolis
FRANCE

Money Transfer

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

Payee: KnowMade S.A.R.L.
Bank: Banque Populaire Méditerranée, CAP 3000 Quartier du lac, 06700 St Laurent du Var
IBAN: FR76 1460 7003 6360 6214 5695 139
BIC/SWIFT: CCBPFRPPMAR

Paypal

To pay your invoice via PayPal, you must first register at www.paypal.com. You can then send money to KnowMade S.A.R.L. by entering our email 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, 06560 Valbonne Sophia Antipolis, FRANCE

PRODUCT ORDER

☐ €6,490 – Multi-user 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.

**The report can be shared with the employees of the company purchasing the report. Subsidiaries and joint-ventures are excluded. Please be aware that the report is watermarked on each page, with the name of the recipient and the organization (the name mentioned in the PO). This watermark also reaffirms that report sharing is not allowed.*

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. Single user license: a single individual at the company can use the report.
2. Corporate license: the report can be used by unlimited users within the company. Subsidiaries are not included.

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

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

1. Scope

1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. Any additional, different, or conflicting terms and conditions in any other documents issued by the buyer at any time are hereby objected to by the seller, shall be wholly inapplicable to any sale made hereunder and shall not be binding in any way on the seller.

1.2 This agreement becomes valid and enforceable between the Contracting Parties after clear and non-equivocal consent by any duly authorized person representing the Buyer. For these purposes, the Buyer accepts these conditions of sales when signing the purchase order which mentions “I hereby accept Knowmade’s Terms and Conditions of Sale”. This results in acceptance by the Buyer.

1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer’s address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

2. Mailing of the Products

2.1 Products are sent by email to the Buyer:

- within [1] month from the order for Products already released; or
- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including in cases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or for non-conformity shall be sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer’s risk.

3. Price, invoicing and payment

3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.

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

Banque Populaire Méditerranée, CAP 3000 Quartier du lac, 06700 St Laurent du Var

BIC or SWIFT code: CCBPFRPPMAR

IBAN: : FR76 1460 7003 6360 6214 5695 139

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.