

# Self-amplifying RNA vaccines

## Patent Landscape Analysis

February 2023

SAMPLE

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*We Know Technology, We Know Patents*

# INTRODUCTION

## Scope of the report

- This report provides a detailed picture of the patent landscape for **saRNA vaccines**.
- This report covers **patents published worldwide up to December 2022**.
- We have selected and analyzed about **+390 patent families** relevant to the scope of this report.

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### Included in the report

- ✓ SaRNA vaccine constructs, compositions & manufacturing methods
- ✓ SaRNA dedicated carriers
- ✓ SaRNA vaccines for cancer treatment
- ✓ SaRNA vaccines for infectious diseases (SARS-Cov2, influenza etc.)
- ✓ SaRNA for veterinary applications

### Not included in the report

- X Conventional mRNA vaccines
- X Circular mRNAs
- X Patent applications not clearly focused on SaRNA technology
- X Patent applications focused on other applications than SaRNA vaccines (e.g., therapeutic proteins)

# INTRODUCTION

## Key features of the report

- **Excel database** comprising all analyzed patents of the report is provided.
- This **patent database** allows multi-criteria searches, including:
  - Patent publication number
  - Hyperlinks to the original documents
  - Priority date
  - Title
  - Abstract
  - Patent assignees
  - Technical segmentation
  - Legal status for each member of the patent family.
- The findings, interpretations and conclusions expressed in this report are entirely those of Knowmade and may not constitute or imply endorsement by a decision-making body such as a court of law or a patent office. Any assessment of the effect or scope of pending applications or granted patents reflects our own views and these are not necessarily those of a Patent Attorney. Should confirmation of our assessment in this respect be required, we recommend that you seek the advice of a national Patent Attorney.



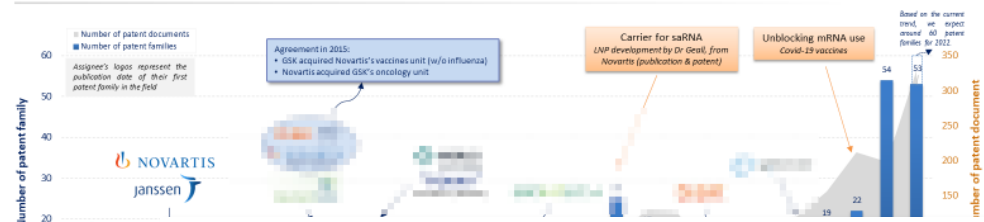
# Patent Landscape Overview

Patent assignees, IP dynamics, patent legal status, patent geographical coverage

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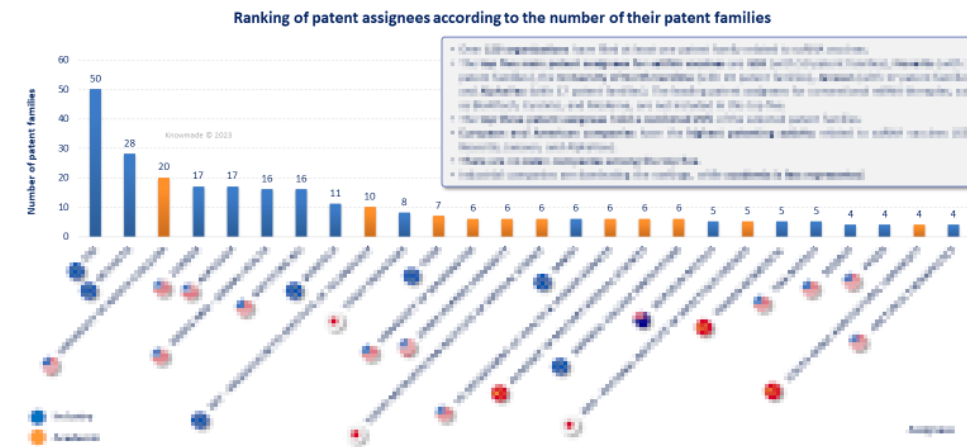
## PATENT LANDSCAPE OVERVIEW

Time Evolution of Patent Publications



## PATENT LANDSCAPE OVERVIEW

Main Patent Assignees



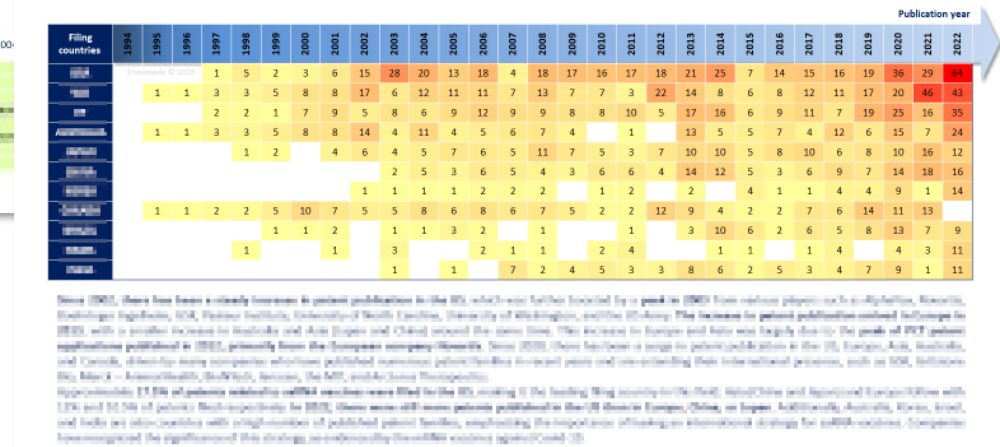
## PATENT LANDSCAPE OVERVIEW

Mapping of Main Current Patent Holders



## PATENT LANDSCAPE OVERVIEW

Chronological Evolution of Filings by Country



# Patent Landscape Overview

Identify main EP oppositions, collaborations and newcomers

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## MAIN EP PATENT OPPOSITIONS

Main oppositions on EP patents (1/2)

These tables show main oppositions filed against European patents. For each opposed patent, application date, assignee, opponent, opposition year and results are presented.

Assignee	Opposed Patent	Application filing date	Opponent	Opposition year	Title	Result
[Assignee]	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]
	[Patent]	[Date]	[Opponent]	[Year]	[Title]	[Result]

## IP COLLABORATIONS

Main IP collaborations (1/4)

Co-assignees	Organization type	Representative members of patent families	Earliest publication years	Title	Topic of patent families
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]
[Co-assignee]	[Type]	[Members]	[Years]	[Title]	[Topic]

## IP NEWCOMERS

Established companies (3/5)

Assignee	Company information	Company size	Patent counts in the field	Relevant selected patent on saRNA vaccines
[Company Logo]	[Company Name] is a [Company Type] focused on [Company Focus].	[Size]	[Count]	[Patent Title]
[Company Logo]	[Company Name] is a [Company Type] focused on [Company Focus].	[Size]	[Count]	[Patent Title]
[Company Logo]	[Company Name] is a [Company Type] focused on [Company Focus].	[Size]	[Count]	[Patent Title]
[Company Logo]	[Company Name] is a [Company Type] focused on [Company Focus].	[Size]	[Count]	[Patent Title]

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# Patent Portfolios Benchmarking: Beyond the Quantity

## Who has the best patent portfolio?

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### IP POSITION OF PATENT APPLICANTS

#### IP Leadership of Patent Assignees



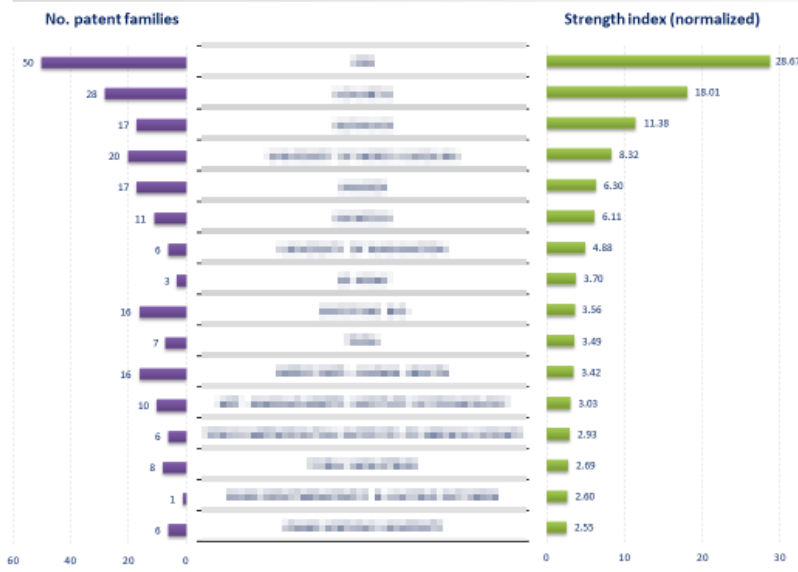
### IP POSITION OF PATENT APPLICANTS

#### Prior Art Blocking Potential



### IP POSITION OF PATENT APPLICANTS

#### Strength Index (2/2)



• **IQV** has the strongest patent portfolio due to its high number of patent families, granted patents, and pending patent applications, as well as extensive forward citations and extensive geographical coverage. Its patent portfolio is focused on effective diseases and -treatments, such as mRNA vaccines.

• **Novartis** also has a high strength index, despite having fewer patent families and granted patents, compared to IQV. This is due to its high quality patent portfolio, which has a significant impact on its competitors. However, the technologies developed by the company are critical for low input costs.

• **Alphabeta, Novartis, Novartis, and the University of North Carolina** have a medium strength index. The University of North Carolina has a long history, but it has a very high number of forward citations. **Novartis** and **Novartis** are major players with several key patent families and a broad geographical coverage. **Alphabeta** was active primarily between 2003 and 2014, with a high number of granted patents and forward citations, but it focused primarily on research of IP in the field since 2015.

• **Novartis (acquired by Novartis) - Novartis (acquired by Novartis)**, despite having a high number of patent families and wide geographical coverage, have received few forward citations that tie to their patent portfolio, as most **Novartis - Novartis (acquired by Novartis)** operates in a less competitive field, as it is expected that the number of citations received will create moderate and will not have a significant blocking potential for other applicants.

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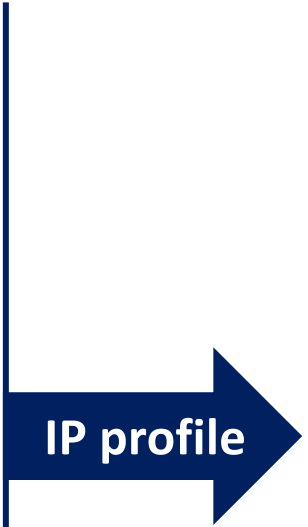


# IP profile of key players

## IP portfolio summary, IP strategy, key patents and clinical trials

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A focus on the 7 main players is provided in a dedicated section. For each player, the saRNA vaccines patent portfolio is statistically analyzed to provide an overview of its strengths and level of IP activity. The key patents of the player is then reviewed with its clinical trials.



### IP PROFILE OF KEY PLAYERS

#### BioNTech: key patent family

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**transcription** + **replicate encoding mRNA**

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### IP PROFILE OF KEY PLAYERS

#### Gritstone bio: main clinical trials

The table below summarizes clinical trials identified for Gritstone bio, registered at ClinicalTrials.gov as of 22nd main related patents in the selected corpus, the study title, the cancer type, the pharmaceutical drug administered

Trial No.	Related patent	Study title	Condition	Interventions	Status	The 5 most used words
NCT0406100	WO/2011/129111	Study of an Individualized Tumor Targeting Immunogen in Combination With Immune Checkpoint Blockade for Patients With Early-Stage Colorectal Cancer	Colorectal Neoplasms	GRT-001 GRT-002	Terminated	colorectal cancer immunotherapy
NCT0414172	WO/2011/129111	A Study of a Tumor Specific Immunogen Vaccine in Combination With Immune Checkpoint Blockade for Patients With Metastatic Colorectal Cancer	Colorectal Neoplasms	GRT-001 GRT-002	Recruiting	colorectal cancer immunotherapy
NCT0406114	WO/2011/129111	Study of a Personalized Neovascular Cancer Vaccine	NSCLC, Colorectal Cancer, EGFR Adenocarcinoma, Glioblastoma	GRT-001 GRT-002	Active, not recruiting	colorectal cancer immunotherapy
NCT0406110	WO/2011/129111	Study of a Personalized Cancer Vaccine Targeting Tumor Neovasculation	NSCLC, Colorectal Cancer, Glioblastoma	GRT-001 GRT-002	Recruiting	colorectal cancer immunotherapy

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### IP PROFILE OF KEY PLAYERS

#### AlphaVax: overview

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**Patent portfolio summary**

- Patent families: 1
- Patent publications: 1
- Average patent age: 1
- Pending patents: 1
- High Strength index
- Medians: Prior art blocking potential

**Main geographical coverage (live patents)**

**Live patents by technical segment**

**Time evolution of patent publications**

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# Excel file with all patents analyzed in the report

Useful patent database allows multi-criteria searches

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General information										Carrier					Therapy						
Family number	Patent number	Patent assignee	Title	Abstract	Earliest publication date	Citing patent	PDF link	Biblio summary		VRP	LNP	Liposor	CNE	Polym	Cancel	SARS CoV2	Influen	Hepati	HIV	Veterin	
3	938560	DE60042026 AT 428792 EP1212446 EP3521428 NL2022538 W02020162752	ACADEMISCH ZIEKENHUIS BIJ DE UNIVERSITEIT VAN AMSTERDAM AMC - ACADEMISCH MEDISCH ZIEKENHUIS GRONINGEN RIJKSUNIVERSITEIT GRONINGEN	(EP1083230) Viral replicons and viruses dependent on inducing agents (EP3321428)	The present invention relates to inducible viral replicons as regulatable live-attenuated vaccine candidates. In particular, it relates to the HIV-1 RTA replicon whereby, aiming for regulated expression of (EP3321428)	2001-03-14	9	Open	Open											X	
4	90163862			Methods for providing purified viral particles of smallpox forest virus (sfv). (CN10053663)	The invention relates to purified vaccine preparations and methods for providing them. Provided is a method for providing purified viral particles of SFV, comprising the steps of i) providing a preparation (CN10053663)	2020-08-13	0	Open	Open	X											
5	6443914	CN101053663	DEMY OF MILITARY MEDICAL SCIENCE	Replication competent type DNA vaccine carrier pSFVax1-IRE5 and its (CN10112965)	The invention pertains to the field of tumor bio-treatment, and relates to the construction and preparation of replicating form DNA vaccine vector, the self-replicating type carrier is the DNA/RNA (CN10112965)	2007-10-17	6	Open	Open												
6	7003570	CN101112965	DEMY OF MILITARY MEDICAL SCIENCE	Japanese encephalitis virus JEV replicon vector and application thereof (CN101864337)	The invention provides a replicon vector taking Japanese encephalitis virus genome as a framework, as well as a cell line for packaging the same and a packaging system. The JEV replicon vector has the (CN101864337)	2010-05-26	6	Open	Open	X											
7	7095953	CN101864337	DEMY OF MILITARY MEDICAL SCIENCE	Establishment of in vitro cell model supporting HCV 1b sub-genome (CN103233716)	The invention relates to the establishment of a duplication sub-cell model for major HCV 1b subtype sub-genomes of people in China. The presence of an HCV sub-genome replicon in a cell is verified by RT- (CN103233716)	2010-10-20	1	Open	Open									X			
8	45794590	CN103233716 CN103233717	DEMY OF MILITARY MEDICAL SCIENCE	Replicon DNA (Deoxyribonucleic Acid) vaccine for treating chronic hepatitis B (CN103266121)	The invention discloses a replicon DNA (Deoxyribonucleic Acid) vaccine for treating chronic hepatitis B. The replicon DNA vaccine is a recombinant replicon DNA vaccine vector plasmid carrying a (CN103266121)	2013-08-14	2	Open	Open									X			
9	45870687	CN103266121 CN103266121	DEMY OF MILITARY MEDICAL SCIENCE	Replicon DNA (deoxyribonucleic acid) vaccine vector, and construction method (CN103348344)	The invention discloses a replicon DNA (deoxyribonucleic acid) vaccine vector, and a construction method and application thereof in preparation of a replicon DNA vaccine. The replicon DNA vaccine (CN103348344)	2013-08-28	2	Open	Open												
10	6119115	CN103348344 CN103348344	DEMY OF MILITARY MEDICAL SCIENCE	Broad-spectrum anti-tumor double-plasmid recombinant DNA vaccine (EP3380055)	The invention discloses a broad-spectrum anti-tumor double-plasmid recombinant DNA vaccine. Active ingredients of the broad-spectrum anti-tumor double-plasmid recombinant DNA vaccine comprise a (EP3380055)	2014-07-30	3	Open	Open						X						
11	91938000	ZA202103200 US20220257747 JP2022536474	ACCESS TO ADVANCED HEALTH INSTITUTE INFECTIOUS DISEASE RESEARCH ACCESS TO ADVANCED HEALTH INSTITUTE	Methods and compositions of antiviral replicons (EP3380055)	The present invention provides recombinant replicons and methods of their use for expression of a (EP3380055)	2020-12-17	0	Open	Open		X										
12	39033096	CA3173941 W020221051023	ACCESS TO ADVANCED HEALTH INSTITUTE INFECTIOUS DISEASE RESEARCH ACCESS TO ADVANCED HEALTH INSTITUTE	Non-replicating competent viral replicons (CN103380055)	The present invention provides non-replicating competent viral replicons. The RNA may be (CN103380055)	2022-03-10	0	Open	Open	X	X										
13	39033093	CA3174411 W020221051022	ACCESS TO ADVANCED HEALTH INSTITUTE INFECTIOUS DISEASE RESEARCH ACCESS TO ADVANCED HEALTH INSTITUTE	Co-lyophilized rna and nanostructured lipid carrier (WO20221051024)	This disclosure provides thermostable, lyophilized compositions of nanostructured lipid carrier (NLC) particles, methods of making the compositions, and methods of using the compositions for stimulating (WO20221051024)	2022-03-10	1	Open	Open		X										
14	39033107	CA3173951 W020221051024	ACCESS TO ADVANCED HEALTH INSTITUTE INFECTIOUS DISEASE RESEARCH ACCESS TO ADVANCED HEALTH INSTITUTE	Genetically-advantaged rna vaccines (EP3463300)	The present application discloses a genetically-advantaged RNA vaccine including one or more genes encoding immune stimulatory adjuvants in the genetic material of the vaccine backbone. The vaccine may (EP3463300)	2022-03-10	0	Open	Open		X										
15	77931833	IL238227	INSTITUTE	Nanosol particles containing a sizing agent (EP3658207)	Provided herein are nanosol particles comprising an aluminum salt and a sizing agent, wherein the size of the particle ranges from about 1nm to 450nm. Such nanosol particles are stable and are amenable to (EP3658207)	2017-12-07	7	Open	Open					X							
16	82576405	AU2022263559 BR10190306615 RU2019142632 US20220054416 JP595006	INFECTIOUS DISEASE RESEARCH ACCESS TO ADVANCED HEALTH INSTITUTE INFECTIOUS DISEASE RESEARCH ACCESS TO ADVANCED HEALTH INSTITUTE	Nanostructured lipid carriers and stable emulsions and uses thereof (EP2626426)	Provided herein are nanostructured lipid carrier compositions, and methods of making and using thereof. The compositions comprise a nanostructured lipid carrier (NLC), where the NLC comprises an (EP2626426)	2018-12-20	10	Open	Open			X									
17	44644869	US9391073 CN103261411 CN102888413	ADVANCED LIFE SCIENCE INSTITUTE	Hepatitis c virus gene (EP2151435)	Disclosed are an HCV gene having higher replication efficiency and higher reinfection efficiency than the known HCV gene of genotype 1b, an RNA replicon having this gene, a cell infected with this RNA (EP2151435)	2012-04-12	2	Open	Open	X								X			
18	73767522	EP2111427 JP2013198485 CA2435234	ADVANCED LIFE SCIENCE INSTITUTE	Hcv gene (EP1534846)	The present invention provides a hepatitis C virus gene, a replicon RNA derived from the gene, a replicon-replicating cell into which the replicon RNA is introduced, and a method for screening a drug (EP1534846)	2008-11-13	6	Open	Open	X								X			
19	1720847	JP4664072 US7244434 ES2331012	AKZO NOBEL MERCOR MSD - ANIMAL HEALTH	Replicons of pestiviruses that do not express c and/or e1 protein and infectious (EP1432791)	The present invention provides new Pestivirus RNA genomes (replicons) that are able to replicate, and can be packaged into infectious viral particles in cells that complement the missing protein(s), but do (EP1432791)	2004-02-26	8	Open	Open	X											X
20	905143	EP1432791 CA2460263 AU2004257214	ALPHAVAX	Alphavirus replicon vector systems (EP1651666)	The present invention provides compositions useful in and methods for producing populations of infectious, replication-defective alphavirus replicon particles that contain no replication-competent (EP1651666)	2003-03-20	61	Open	Open	X											
21	354060	ES2327645 DK1651666 ES2618303	ALPHAVAX	Alphavirus-based cytomegalovirus vaccines (EP1585812)	The present invention provides methods and compositions comprising a population of alphavirus replicon particles comprising alphavirus replicon RNAs, wherein a first replicon RNA comprises nucleic (EP1585812)	2005-01-27	65	Open	Open	X											
22	1730299	DK1593812 EP1593812 ES2746360	ALPHAVAX	Multi-antigenic alphavirus replicon particles and methods (EP2066346)	Viral replicon selected nucleic acid expression libraries are useful for analyzing multiple antigens associated with a parasite, pathogen or neoplasm or for preparing immunogenic compositions for (EP2066346)	2004-07-01	27	Open	Open	X				X							
23	1831302	EP2066346 CA2663298 CA2663295	ALPHAVAX	Alphavirus replicon particles encoding il-12 as immunological adjuvants (EP2065008)	The immune response to an antigen of interest, either in purified form or expressed via an alphavirus replicon particle, can be enhanced by the simultaneous administration of an alphavirus replicon particle (EP2065008)	2008-07-17	8	Open	Open	X							X				
24	1832105	US1011943 US20160375124 ES2673823	ALPHAVAX	Alphavirus replicon particles matched to protein antigens as immunological adjuvants (EP2099485)	The immune response to an antigen of interest, especially one in purified form, can be significantly enhanced by the simultaneous administration of an alphavirus replicon particle which expresses the same (EP2099485)	2008-03-20	6	Open	Open	X							X				
25	1842711	DK2039485 EP2039485 BRPI0408424	ALPHAVAX	Alphavirus and alphavirus replicon particle formulations and methods (EP1608762)	Disclosed are methods for preparing dried (preferably lyophilized) preparations comprising a population of alphaviruses or alphavirus replicon particles, a sugar or polyol, a surfactant and a salt and (EP1608762)	2008-05-15	18	Open	Open	X											
26	514630	BRPI0408424 KR10-116309 US1057046 US2009020400	ALPHAVAX	Improved alphavirus replicons and helper constructs (EP151283)	The present invention provides a recombinant nucleic acid comprising a first nucleic acid sequence encoding a 5' alphavirus replication recognition sequence; at least one second nucleic acid sequence (EP151283)	2004-10-07	48	Open	Open	X											

Patent information

Segmentation

# Excel file with all patents analyzed in the report

Online database with updated patent statuses and hyperlinks to the original documents

SAMPLE

## Antigen delivery platforms

### Abstract

This disclosure provides platforms for delivery of herpes virus proteins to cells, particularly proteins that form complexes in vivo. In some embodiments these proteins and the complexes they form elicit potent neutralizing antibodies. Thus, presentation of herpes virus proteins using the disclosed platforms permits the generation of broad and potent immune responses useful for vaccine development.

### Images (53)



### Classifications

IPC: [A61K](#) [A61K-031/7105](#) [A61K-039/00](#) [A61K-039/12](#) [A61K-039/235](#) [A61K-039/245](#) [A61K-039/25](#) [A61K-039/39](#) [A61K-048/00](#) [A61P-031/22](#) [A61P-037/04](#) [C07K](#) [C07K-014/00](#) [C07K-014/005](#) [C07K-014/03](#) [C07K-014/045](#) [C07K-019/00](#) [C12N](#) [C12N-007/01](#) [C12N-015/09](#) [C12N-015/38](#) [C12N-015/86](#) [C12P-021/02](#)

### Claims

(EP3520813)

1. A composition comprising a self-replicating RNA molecule and an RNA delivery system, wherein the self-replicating RNA molecule comprises a polynucleotide which comprises:  
a. a first nucleotide sequence encoding a first protein or fragment thereof from a herpes virus;  
b. a second nucleotide sequence encoding a second protein or fragment thereof from said herpes virus;  
c. a third nucleotide sequence encoding a third protein or fragment thereof from said herpes virus;  
d. a fourth nucleotide sequence encoding a fourth protein or fragment thereof from said herpes virus; and  
e. a fifth nucleotide sequence encoding a fifth protein or fragment thereof from said herpes virus;  
which first protein or fragment thereof, second protein or fragment thereof, third protein or fragment thereof, fourth protein or fragment thereof and fifth protein or fragment thereof are herpes virus proteins that form complexes with one another; and  
wherein the first nucleotide sequence, second nucleotide sequence, third nucleotide sequence, fourth nucleotide sequence and fifth nucleotide sequence are operably linked to one or more control elements so that when the self-replicating RNA molecule is introduced into a suitable cell, the first, second, third, fourth and fifth herpes virus proteins or fragments thereof are produced in an amount sufficient for the formation in the cell of a complex that contains the first, second, third, fourth and fifth proteins or fragments; and  
wherein the RNA delivery system is a liposome, a polymeric nanoparticle, an oil-in-water cationic nanoemulsion or combinations thereof.

EP3520813 A1

GRANTED ALIVE

Earliest priority date : 2010-10-11

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Assignee GLAXOSMITHKLINE BIOLOGICALS · NOVARTIS

Inventor LILJA ANDERS · LOOMIS REBECCA · FRANTI MICHAEL · MASON PETER

Protected DE · BE · RU · IN · KR · ZA · CN · EP · IT · MX  
countries · FR · ES · BR · AU · GB · IE · CA · NL · TR · US  
· CL

### Patent family overview

Applications · Publications · Legal status

Applications	Publication number	Application date	Legal status
WO	WO2012/051211	2011	Lapsed
CA	CA2814386	2011	Granted
AU	AU2011316707	2011	Lapsed
EP	EP2627351	2011	Granted
ES	ES2716243	2011	Granted
EP	EP3520813	2011	Pending
CN	CN103269713	2011	Granted
MX	MX363307	2011	Granted
KR	KR10-2162111	2011	Granted
JP	JP2013544504	2011	Lapsed
US	US20140030292	2011	Lapsed
RU	RU2597974	2011	Granted
BR	BR112013008700	2011	Granted
KR	KR10-2266691	2011	Granted
EP	EP4098324	2011	Pending
EP	EP4098325	2011	Pending
ZA	ZA201302548	2013	Granted
IN	IN324656	2013	Granted
AU	AU2016238966	2016	Granted

1/53 Highlight

### FIG. 1

gH/gL/gO fibroblast entry, receptor binding

gM/gN HSPG binding membrane fusion, entry and cell-to-cell spread

gB entry, fusion, cell-to-cell spread

gH/gL/UL128/ UL130/UL131 fusion, receptor binding, cell-to-cell spread, tropism for epi- and endothelial cells

# ORDER FORM

## saRNA vaccines

Patent Landscape Analysis – February 2023

Ref.:KM23002



### 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  
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 Méditerranée, CAP 3000 Quartier du lac, 06700 St Laurent du Var, France  
IBAN: FR76 1460 7003 6360 6214 5695 139  
BIC/SWIFT: CCBPFRPPMAR

#### Paypal

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

### RETURN ORDER BY

**E-mail:** [contact@knowmade.fr](mailto:contact@knowmade.fr)

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

### PRODUCT ORDER

**€4,990 – 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 on 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. Multi user license: The report can be shared with the employees of the Company purchasing the report. Subsidiaries and joint-ventures are excluded.

“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, France

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 intellectual property

6.1 All intellectual property rights 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.



# KNOWMADE

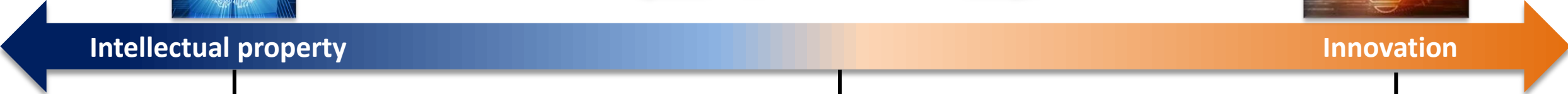
## Company presentation



# CUSTOM STUDY & CONSULTING

Tailor-made analysis to meet your needs and budgetary constraints

Knowmade services are at the border between IP and Innovation.  
Tailor made analysis allow you to define the scope and focus to fit your needs and budget.



**Intellectual property**

**Innovation**

**Prior art search**

**Freedom-to-operate analysis**

**Litigation and licensing support**

**Evidence of use**

**Patent assessment**

*Assert your product and innovation*

*Defend your position*

*Evaluate IP risks*

**Patent landscape**

**IP due diligence**

**Monitoring service**

*Understand, anticipate and evaluate the competitive environment and current technology developments*

**Technology scouting**

**Scientific literature analysis**

*Identify, qualify and get access to external innovation.*

# KNOWMADE ACTIVITIES

Our main fields of expertise

## RF & Telecommunication

- Emerging materials
- Compound semiconductor
- RF filters & Amplifiers
- Front end modules
- Antenna

## Medtech & Agrifood

- Microfluidic
- Medical diagnostic
- Biotech & Pharmaceuticals
- Agrifood



## MEMS, Sensors & Display

- Optical sensors
- MEMS transducers and sensors
- Optical sources & display

## Power

- Emerging materials
- Compound semiconductor
- Battery & power managements
- Power electronics



[www.knowmade.com](http://www.knowmade.com)

[contact@knowmade.fr](mailto:contact@knowmade.fr)

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