

# Therapeutic mRNA

## Patent Monitoring Service

Get up-to-date data on Therapeutic mRNA patent activity:

New applications & granted patents, expired or abandoned patents, latest patent transfers and patent litigations

### SERVICE OUTLINE

- Patent monitoring service
- Therapeutic mRNA
- Quarterly Excel file (150+ patents)
- Quarterly PDF report (50+ slides)
- Access to IP analyst (100h per year)
- €30,000 for annual subscription

### KEY FEATURES OF THE SERVICE

Every quarter an up-to-date Excel database including:

- New patent applications
- Patent applications newly granted
- Expired or abandoned patents
- Transfer of IP rights (re-assignment, licensing) and IP collaborations.
- Patent litigations and oppositions
- Patents categorized by technological segmentation, application and therapeutic area: mRNA design, delivery, manufacturing, mRNA-based vaccine, mRNA-based therapeutics, infectious disease, oncological disorder and other disease.
- Hyperlinks to updated online database (legal status, documents etc.)

Every quarter a PDF report including:

- Key facts & figures of the quarter
- Graphs and comments covering the patent landscape evolutions
- A close look at the key IP players and newcomers

Access to an IP analyst for 100 hours per year:

- Q&A sessions and discussions with our IP analysts regarding trends, analyses, specific patented technologies, or companies' IP portfolios in the field of mRNA therapeutics.

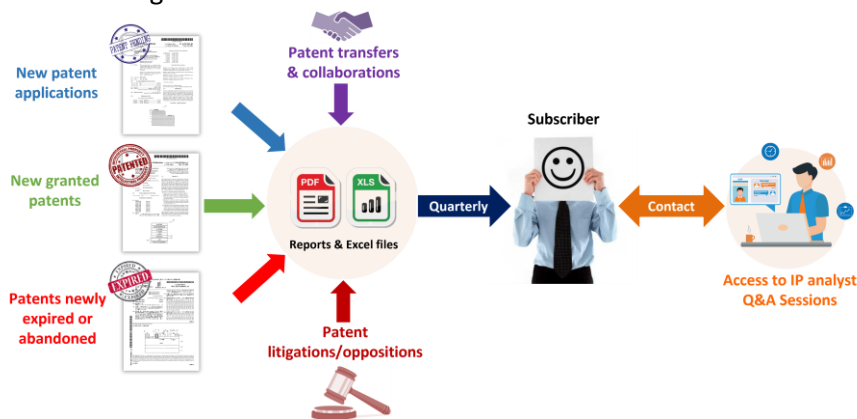
### OBJECTIVES OF THE SERVICE

- Track your competitors, partners, or clients
- Identify newcomers to your technology field
- Detect opportunities and risks early for your business strategy
- Stay ahead of technology trends
- Identify emerging research areas
- Mitigate patent infringement risks
- Take advantage of free technologies

### Unlocking the benefits of mRNA therapeutics: A quarterly patent monitoring service

The success of mRNA vaccines as a response to the COVID-19 pandemic has shone a light on the disruptive aspect of mRNA-based therapeutic technology. COVID-19 is one of many indications for the mRNA technology platform, which holds high promise for new vaccines with a wide spectrum of microbial pathogens and cancers. Moreover, therapeutic mRNA is not limited to vaccination, but has also been developed to treat both rare and common diseases (genetic diseases, fibrotic diseases, autoimmune disorders, etc.). However, a series of challenges remain to be addressed before mRNA can be established as a general therapeutic modality. An array of new technologies is being developed to surmount these challenges, including approaches to optimize mRNA cargos, carriers with inherent tissue tropism, and mRNA storing, for example. The orientation of future development might also depend on the therapeutic application, as the development pathway for mRNA vaccines and therapeutics differs in several important respects, such as mRNA immunogenicity, tissue tropism, delivery, or pharmacokinetics.

In this fast-evolving context, it is crucial to understand the intellectual property position and strategy of the different players. Such knowledge can help detect business risks and opportunities, identify emerging research areas, and understand competitors' strategies.



The mRNA Therapeutics Patent Monitoring Service allows you to take advantage of a quarterly-updated Excel file and benefit from both quarterly analysis reports and direct interaction with our analysts. The Excel file includes new patent applications, new granted patents, patents expired/abandoned, patent transfers (re-assignment, licensing), and patent litigation/opposition. The patents are categorized by technology segments, including mRNA design (self-amplifying and circular RNA), carriers, manufacturing, and storing process, but also by application and therapeutic area. This useful Excel spreadsheet with hyperlinks to updated online database allows for multi-criteria searches, including priority date, patent assignees, legal status of patents, and specific segments. The quarterly PDF reports provide the IP trends over the last three months, with a close look at key IP players and patented technologies. Direct access to our analysts offers you on-demand Q&A sessions and open discussions regarding the quarterly report results, trends, analyses, specific patented technologies, or companies' patent portfolios in the field of Therapeutic mRNA.

## BENEFITS OF THE PATENT MONITORING SERVICE

### Keep an eye on your competitors' IP activities and their future intentions.

With the help of the patent monitoring service, you will be aware of your competitors' current patenting activities, their IP dynamics, patent transfers including acquisitions and licenses, patent litigation, technology development, and R&D strategies. You will also be able to detect newcomers early in your business area.

### Keep track of the latest technology developments and stay ahead of technology trends.

By taking note of any recent patent filings, you can track the latest innovations in the field. You will get details on claimed inventions and you can follow technology developments. New technical solutions could inspire and improve your R&D activity.

### Prevent registration of IP rights that may be harmful to your business.

You will obtain information on patent applications filed even before exclusive rights have been granted, and you can react in time to prevent registration of IP rights that may be harmful to your business.

### React quickly to infringements and mitigate legal risks.

Monitoring newly-issued patents allows you to regularly assess your freedom-to-operate, ensuring that your products or processes are not covered by patents and thus can be manufactured, sold, or used safely without infringing valid IP rights owned by others.

### Take advantage of free technologies and reduce R&D project risks.

By tracking both expired patents and abandoned patents, you will be able to identify inventions entering the public domain that you can use safely for your development.

### Understand the current IP trends and IP strategy of competitors.

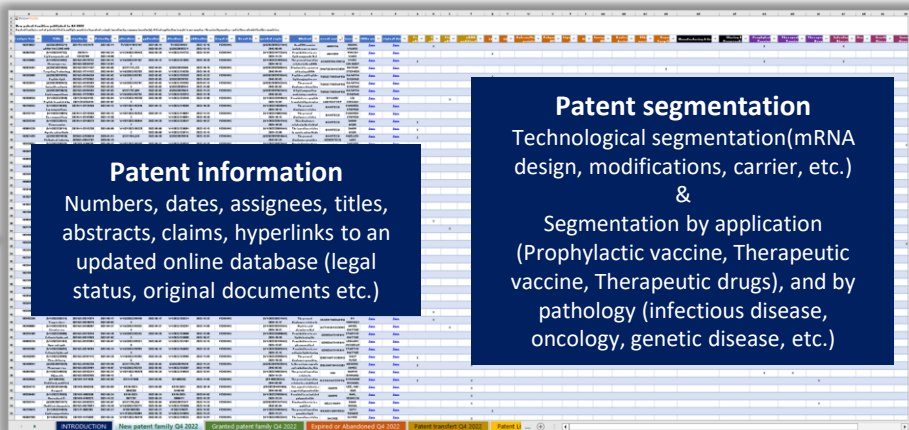
On a quarterly basis, the report will provide the IP trends over the last three months, with a close look at key IP players, newcomers, and key patented technologies. Main patent applicants and their inventions, blocking patents, promising patents, and key newly expired or abandoned patents will be highlighted.

### Access an IP analyst.

Take advantage of direct interaction with our analysts by phone and/or email and get specific input for specific patented technologies and companies' IP portfolios through on-demand Q&A sessions and discussion (100 hours per year).

### Quarterly Excel database

All patent data



#### Patent information

Numbers, dates, assignees, titles, abstracts, claims, hyperlinks to an updated online database (legal status, original documents etc.)

#### Patent segmentation

Technological segmentation (mRNA design, modifications, carrier, etc.) & Segmentation by application (Prophylactic vaccine, Therapeutic vaccine, Therapeutic drugs), and by pathology (infectious disease, oncology, genetic disease, etc.)

### Quarterly PDF report

Key facts & figures from the quarter



### Access to an IP analyst

On-demand Q&A sessions and discussions



# ORDER FORM

## Therapeutic mRNA

### Patent Monitoring Service

Annual subscription: quarterly Excel file, quarterly PDF report and access to analyst for one year

#### 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:

#### PRODUCT ORDER

**30,000 €** Quarterly Excel file, quarterly PDF report and access to analyst for one year (100h).

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

The documents are electronically delivered every quarter.

4 Excel files, 4 PDF reports, and 100h Q&A for one year

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

#### PAYMENT METHODS

##### Check

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

KnowMade S.A.R.L.  
2405 route des Dolines  
06560 Valbonne Sophia Antipolis  
FRANCE

##### Money Transfer

To pay your invoice by bank money wire transfer, please contact your bank to complete the process. Here is the information required for submitting 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

In order to pay your invoice via PAYPAL, you must first register at [www.paypal.com](http://www.paypal.com). You can then send money to KnowMade S.A.R.L. by entering our email address ([contact@knowmade.fr](mailto:contact@knowmade.fr)) as the recipient, and inputting 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, 06560 Valbonne Sophia Antipolis, FRANCE

#### 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.

# 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.