



# Patent Offer Submission

## Legal Notice – IP3 2020 Terms and Conditions

### **Please Read These Terms Carefully Before Proceeding.**

[1] By making a patent offer submission through this form (the “Submission”), you and your affiliates (“You,” “Your”) would like IP3 2020, Series 500 of Allied Security Trust I (“AST,” “We,” “Us,” or “Our”) to evaluate the Submission for a potential patent transaction with You. In exchange for Our evaluation of the Submission, You agree to the terms and conditions herein.

[2] You represent that You are the sole owner of any patents identified in the Submission, or otherwise are properly authorized by the owner(s) of such patents to make the Submission. You acknowledge that, at a minimum, damages for the breach of this paragraph include the amount of any payment made with respect to the alleged purchase of patents that are the subject of Your Submission as well as any legal fees, costs, or expenses expended by Us in establishing the breach by You of this paragraph.

[3] We agree to take reasonable steps to keep Your Submission and Submission-related Materials confidential, provided that We may disclose Your Submission and Submission-related Materials to those companies that participate in acquiring patents through IP3 (each a “Participator”) as well as any parties We engage to help evaluate such submissions. You acknowledge, however, that should We purchase any patent assets from You, We will record any such purchases, including with relevant Patent Offices, in Our normal course of business. The confidential information may only be used for the purpose of evaluating Your Submission for a potential patent transaction with You and may not be used to support a declaratory or other legal relief action related to the sharing of that confidential information.

[4] The Submission-related Materials and any related discussions shall not constitute notice or knowledge of any patent or claim of patent infringement to Us or any Participator. You agree that You will not use, and waive the right to use, the Submission or any Submission-related Materials as evidence in any judicial, administrative, or other proceeding to establish or to refer to any such notice or knowledge, including without limitation in connection with establishing any claim of willful infringement, of indirect infringement, or for damages in connection with any claim of patent infringement. You agree that any transfer by You of patent assets that are part of the Submission (“Submitted Patents”) will be subject to the provisions of this paragraph with respect to all subsequent owners or exclusive licensees.

[5] You agree to take reasonable precautions to maintain active the Submitted Patents that are active at the time of Your Submission, and to pay the maintenance fees, annuities, and the like of the Submitted Patents for which the window period opened before You make Your Submission, or during the period of time from when You make Your Submission until the Effective Date of an executed Patent Assignment Agreement.

[6] You agree that You will not sell, transfer, or otherwise encumber any Submitted Patents during the period of time from September 21, 2020 until September 29, 2020 (“the Exclusivity Period”). If during the Exclusivity Period, We contact You with a tentative notice to move forward with a



transaction (“Tentative Notice”), You will similarly not sell, transfer, or otherwise encumber any Submitted Patents after September 29, 2020, while working to complete the transaction. This agreement with You terminates at the end of the Exclusivity Period if You are not provided a Tentative Notice by September 29, 2020. Upon Termination, the provisions of Paragraph Nos. 3 and 4 above shall survive this agreement through the expiration of any Submitted Patents.

[7] You agree to contact Us if any Submitted Patents are sold, transferred or encumbered prior to the Exclusivity Period (during the period of time from when You make Your Submission until September 20, 2020).

[8] If during the Exclusivity Period, We contact You with the intent to purchase Your Submitted Patents for the dollar amount You indicate on the Submission page, You agree that You will sell Us the Submitted Patents under the form Patent Assignment Agreement, available for reference and download at [ast.com/ip3](http://ast.com/ip3), for that amount with no additional consideration beyond such amount required by Us. You acknowledge that there will be no negotiation on price, such that if We intend to acquire the Submitted Patents, the price will be the amount You indicated on the Submission page with no subsequent negotiation. Such purchase contemplates the full and complete transfer of all right, title, and interest in and to the Submitted Patents by You to Us. You represent that You can sell Us the Submitted Patents under the terms of the Patent Assignment Agreement and that You will be bound to such terms. You agree to provide Us with banking information as well as necessary tax forms (e.g., IRS Form W-9 or IRS Form W-8BEN-E, as appropriate) within ten calendar days of being notified by Us of Our intent to purchase.

[9] You acknowledge and agree that each Submission will constitute one or multiple complete patent families and must include all worldwide members of the family. Each patent family must have at least one active granted patent in the US, China, Europe, France, Germany, Japan, Taiwan, the Republic of Korea or the United Kingdom. The fixed price offer is for the patent(s) listed in Your Submission and its/their entire patent family which includes all patent applications (including pending, expired, and abandoned patent applications) and all granted patents (including active, lapsed, withdrawn, and expired patents) related directly or indirectly to a priority filing (INPADOC extended patent family - [EPO definition](#)) and includes priorities, continuations, continuations in part, divisionals and foreign counterparts. You may make multiple Submissions, but each Submission will only contain related patents. If You submit any patents subject to a terminal disclaimer or have patents terminally disclaimed from it, You acknowledge that any such Submitted Patents include any and all such patents linked by a terminal disclaimer including terminally disclaimed patents and must, if We elect to purchase the Submitted Patents, be included, for no additional amount, in the purchase price.

[10] You acknowledge that We are not obligated to enter into any business transaction as a result of the Submission and You do not acquire any intellectual property rights under this agreement. This agreement does not create any agency or partnership relationship. This agreement is not assignable or transferable by either party without the prior written consent of the other party. This agreement is the parties’ entire agreement related to the Submission-related Materials, superseding any prior or contemporaneous agreements. Any amendments must be in writing signed by both parties. Failure to enforce any provision of this agreement will not constitute a waiver. This agreement is governed by the laws of the State of Delaware, excluding its conflict-of-laws principles.

[11] If We do not purchase Your Submitted Patents, then We will invite You to provide the list of the Submitted Patents and all Submission-related Materials to AST on a non-exclusive basis for evaluation of interest in an acquisition by AST or another Series of AST, pursuant to AST’s standard



acquisition procedures. Any subsequent acquisition by AST or another Series of AST would be pursuant to a subsequently negotiated agreement with AST or another Series of AST.

[12] Definitions. "Submission-related Materials" shall mean (i) the Submission, (ii) any preceding or subsequent submissions, correspondence, negotiations or discussion between You and Us related to the Submission prior to Termination, and (iii) Our independent review of information related to the Submission.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Submitter's Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Patent Owner's Name: \_\_\_\_\_

Broker/Intermediary's Name (if any): \_\_\_\_\_