



Patent Sale Offer Submission Terms

By making a patent sale offer submission through this program (“Submission”), you and your affiliates (“You,” “Your”) request that LOT Network Inc., its employees, and contractors (“LOT,” “We,” “Us,” or “Our”) make Your Submission available to LOT Members. In exchange for the opportunity to make the Submission, You agree to the terms herein.

1. At our discretion, We may disclose Your Submission and Related Materials to members and prospective members of the LOT Network and their officers, directors, employees, counsel, advisors and representatives (collectively “LOT Members”). You hereby acknowledge that LOT Members may choose not to receive Submissions, Related Materials or related communications.

2. You will not provide Us with competitively sensitive or confidential information relating to Your Submission or Submitted Patents or reference any other LOT Members in Your Submission. You will also not provide Us with any information about infringement claims or evidence of use relating to Your Submissions or Submitted Patents.

3. At their discretion, LOT Members may contact You about Your Submission or Related Materials, and may do so through representatives or anonymously. At Our discretion, We may provide a reference number for Your Submission or other means for LOT Members to inquire about Your Submission. We have no obligation to share information about LOT Members with You, including whether they received or inquired about Your Submission or Related Materials. Negotiations or agreements regarding Your Submission or Related Materials will be conducted between You and the respective LOT Member. LOT is not a party to such negotiations or agreements and will have no related obligations or liability.

4. The Submission and Related Materials will not be deemed to constitute notice or knowledge of any patent or infringement claim to LOT or any LOT Member. You will not use, and hereby waive the right to use, the Submission or Related Materials as evidence in any judicial, administrative, or other proceeding to establish or reference any such notice or knowledge, including 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 this paragraph binds subsequent owners and exclusive licensees of the Submitted Patents, and that You will make any transfer of the Submitted Patents subject to the provisions of this paragraph. You also agree that LOT Members are third party beneficiaries of this agreement.

5. To allow time for considering Your Submission and potential negotiations, You will not sell, transfer, or exclusively license Submitted Patents to anyone who is not a member of the LOT Network during the offer period specified by You below (“Offer Period”). You will take reasonable precautions to maintain the Submitted Patents that are active at the time of Your Submission, and will pay those maintenance fees, annuities, and the like of the Submitted Patents coming finally due by the end of the Offer Period or transfer of the Submitted Patents to a LOT Member, if earlier.

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6. You represent that You are a LOT User or an Affiliate of a LOT User within its Participation Period (as such terms are defined in the LOT Agreement) and that the Submitted Patents are owned or controlled by You and subject to the LOT Agreement. You represent You have the full right, power and authority to enter into this agreement on behalf of Yourself and Your affiliates, to make the commitments set forth herein regarding the Submitted Patents, and to provide and authorize dissemination of the Submission and Related Materials as contemplated herein. You agree to indemnify Us against any claims arising out of or relating to Your Submission or Related Materials or Your breach of this agreement.

7. IN NO EVENT WILL LOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OR FOR OTHER PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, WHETHER UNDER A THEORY OF WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL LOT'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SUBMISSION OR RELATED MATERIALS EXCEED ONE HUNDRED U.S. DOLLARS (US\$100).

8. This agreement is the entire agreement and understanding of the parties regarding the subject matter hereof. This agreement creates no relationship of agency, partnership or joint venture among the parties or with any other LOT Member. LOT Members (other than You) are not parties to this agreement and will have no obligations or liability under this agreement. This agreement will be interpreted, construed, and enforced under the laws of the State of New York, without referring to its choice of law principles. Sections 2, 4, 6, 7, 8 and 9 will survive termination of this agreement.

9. Definitions.

“LOT Agreement” means the LOT Agreement administered by LOT Network Inc. that You or Your Affiliate has entered into.

“Related Materials” means (i) information or materials You provide relating to the Submission or Submitted Patents, and (ii) preceding or succeeding submissions, correspondence, negotiations or discussions between You, LOT Member(s), or Us relating to the Submission or any Submitted Patents and occurring before the Offer Period ends.

“Submitted Patents” means patents or patent applications that are part of the Submission or You reference in the Related Materials.

Acknowledged and Agreed:

eSignature: _____ Date:

Submitter's Name:

Title/Position:



LOT Member:

Offer Period: ___ months from the date of this agreement.