

Patent Offer Submission

Legal Notice - 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 Google and its affiliates ("We," "Us," or "Our") to evaluate the Submission for a potential patent transaction with You. In exchange of 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. You acknowledge, however, that should We purchase any patent assets from You, we will record any such purchases, including with the Patent Office, in Our normal course of business.

[4] For the purpose of willful infringement or indirect infringement, the Submission-related Materials shall not constitute notice or knowledge of any patent or claim of patent infringement to us. You agree that You will not use, and waive the right to use, the Submission-related Materials as evidence for any purpose in any judicial, administrative, or other proceeding in which infringement of any of Your patents is alleged. You agree that any transfer by You of patent assets part of the Submission ("Submitted Patents") will enforce the provisions of this paragraph with respect to all subsequent owners or exclusive licensees.

[5] You agree that you will not sell, transfer, or otherwise encumber any Submitted Patents during during the period of time from when you make your Submission until June 19, 2015 ("the Review Period"). If prior to the end of the Review Period, Google contacts with you with its tentative notice to move forward with a transaction ("Tentative Notice"), you will similarly not sell, transfer, or otherwise encumber any Submitted Patents until notified by Google that it does not wish to transact or through July 15, 2015 (the "Second Review Period"). This agreement terminates at the end of the Review Period for parties not provided a Tentative Notice by June 19, 2015, and otherwise at the end of the Second Review Period. Upon Termination, the provisions of Paragraph No. 4 above shall survive this agreement through the expiration of any Submitted Patents.

[6] If during the Review Period and the Second Review Period, We contact you with the intent to purchase Your Submitted Patents for the dollar amount You indicate on the following page of this form, You agree that You will sell Us the Submitted Patent for that amount with no additional consideration beyond such amount required by Us. 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 agree to be bound to the terms as indicated in the Patent Purchase Agreement linked to from this website [insert URL here] You agree to provide us with banking information as well as necessary tax forms such (e.g., IRS Form W-9) within ten calendar days of being notified by Us of our intent to purchase.

[7] Please do not submit patents that are subject to a terminal disclaimer. If, however, You do submit any patents subject to a terminal disclaimer, You acknowledge that any such Submitted Patents include any and all such terminally disclaimed patents and must, if We elect to purchase the Submitted Patents, be included, for no additional amount, in the purchase price.

[8] 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 California, excluding its conflict-of-laws principles.

[9] 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.

* Required

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