
DATRO and Google Inc. Patents

Release 0.0.3

Author(s): Kirk W. Dailey, Google Inc.

May 02, 2021

CONTENTS

1	Release Notes and Notices	2
1.1	This Release (Version 0.0.3)	2
1.2	Older Versions	2
1.3	Known and Corrected Issues	3
2	Definitions	4
3	Delivery, Closing and Consideration	5
3.1	Delivery	5
3.2	Closing	5
3.3	Consideration	5
3.4	Additional Payments	5
4	Transfer of Patents and Additional Rights; License Back	7
4.1	Assignment of Patents	7
4.2	Assignment of Additional Rights	7
4.3	Existing Licenses	7
4.4	License Back	8
4.5	Reimbursement	8
5	Reversionary Interest	9
5.1	Buyer Must Remain in LOT Network for Two Years	9
5.2	Reversion to Google	9
5.3	No Licence Back to Buyer	9
6	Additional Obligations	10
6.1	Further Cooperation	10
6.2	Common Interest Agreement	10
6.3	Disclosure of Licensees	10
7	Representations and Warranties of Seller	11
7.1	Authority	11
7.2	Title	11
7.3	Existing Licenses Clause	11
7.4	Special Conditions on Standards Essential Patents	12
8	Miscellaneous	13
8.1	Disclaimer of Representations and Warranties	13
8.2	Limitation of Liability	13
8.3	Limitation on Consequential Damages	13
8.4	Compliance with Laws	13

8.5	Confidentiality of Terms	14
8.6	Governing Law; Venue/ Jurisdiction	14
8.7	Notices	14
8.8	Relationship of Parties	15
8.9	Severability	15
8.10	Waiver	15
8.11	Termination	15
8.12	Miscellaneous Items	15
8.13	Counterparts	16
9	Signatures and Agreement	17
10	Patent Annex	18
11	Document Author(s):	19

This PATENT PURCHASE AGREEMENT (the “**Agreement**”) is entered into by and between Google Inc. a Delaware corporation with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 USA (“**Google**” or “**Seller**”) and the DATRO Consortium (formerly “Wave Telecom”, “Make it Wave” and “HLCA Media” - T/A as “Wave”/“HotspotBnB”), Limited Liability British Companies, with its principal place of business at “Newmill Farm, Monknash, Cowbridge, Wales CF71 7QQ” (formerly “Enterprise Industrial Estate, Enterprise Road, Waterlooville, England, PO8 0BB” (“**Buyer**”) and is effective as of November 10, 2015 (the “**Effective Date**”).

Recitals

WHEREAS, Seller owns certain provisional patent applications, patents, and/or related foreign patents and applications;

WHEREAS, Buyer desires to obtain, and Seller is willing to assign to Buyer, certain patents on the terms and conditions set forth in this Agreement;

WHEREAS, Seller desires to receive a license back from Buyer to such patents for the benefit of itself, its Affiliates (as defined below) and its product and service ecosystems;

NOW THEREFORE, for and in consideration of the foregoing and their mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller and Buyer, the parties hereby agree as follows:

RELEASE NOTES AND NOTICES

This section provides information about what is new or changed, including urgent issues, documentation updates, maintenance and new releases.

1.1 This Release (Version 0.0.3)

- **2021-May-01** - *The links to archives have been changed since the last publication - this document links to the archived copies*
- **2021-Apr-30** - *Since last publication Wave restructured itself to operate as an international consortium entitled: DATRO*
- **2021-Apr-29** - *Removed white from signature background to blend better into the html theme - since its not white but blue/purple*

1.2 Older Versions

See below a table of the older versions of this agreement:

Table 1: Table 1.0 - Older Versions of this Document

Archive Date	Version	Description	Download Link
2021-05-01	0.0.2	see releasenotes	2019-08-26_v0.0.2.pdf
2019-08-26	0.0.1	see releasenotes	2016-01-14_v0.0.1.pdf

1.2.1 Version 0.0.2

- In October 2019 Make it Wave Ltd was succeeded by Wave Telecom Limited and the previous company was dissolved
- The brand name also changed from Wave to HotspotBnB
- This agreement was updated to reflect these alterations and stakeholders notified.

1.2.2 Version 0.0.1

- In May 2018 HLCA Media Ltd was succeeded by Make it Wave Ltd and the previous company was dissolved
- This agreement was updated to reflect these alterations and stakeholders notified.
- On the 14th January 2016 This agreement was made ...
- Between Sion Buckler (Director of HLCA Media Ltd) and Kirk Dailey (Head of Patent Transactions @ Google Inc).

1.3 Known and Corrected Issues

Below is a table of pending issues which have been reported to our team. These issues will be cleared from this list as and when they are remedied.

Table 2: Table 1.1 - Known Issues

Date	Version	Subject	Description
2021-05-01	0.0.3	LOT Scheme	<i>LOT Scheme Membership needs updating - Their records are now outdated</i>

DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the respective meanings specified below;

“Affiliate” means any Entity in whatever country organized, that controls, is controlled by or is under common control of a party to this Agreement. The term “control” means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise. In the case of an Affiliate of Seller, such Affiliates include Seller’s existing and/or future Affiliates, successors and assigns.

“Assigned Patent Rights” means the Patents and the Additional Rights set forth in Section 3.2.

“Additional Rights” has the meaning set forth in Section 3.2.

“Docket” means Seller’s or its agents’ list or other means of tracking information relating to the prosecution or maintenance of the Patents throughout the world, including, as applicable and available, the names, address, email addresses, and phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

“Entity” means any person, corporation, partnership, limited liability company, Association, joint stock company, trust, joint venture, unincorporated Organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

“Executed Assignments” means both the executed and witnessed Assignment of Patent Rights in **Exhibit C**.

“Seller Partners” shall mean all agents, advisors, attorneys, representatives, suppliers, distributors, customers, advertisers, and users, of Seller and/or Seller Affiliates.

“Seller Products” shall mean all former, current and future products, including but not limited to services, components thereof, of Seller or any Seller Affiliates that are designed, developed, sold, licensed, or made, in whole or substantial part, by or on behalf of that entity.

“Patents” means only the U.S. patents set forth on **Exhibit A** and any reexamined or reissued U.S. patents directly or indirectly issuing from such, and each, a **“Patent”**.

“Prosecution History Files” means all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defence, filing, issuance and registration of the Patents, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Patents to the extent that they could be deemed to affect the scope, validity, patentability, or enforceability of the Patents.

DELIVERY, CLOSING AND CONSIDERATION

3.1 Delivery

Seller will send to Buyer the items identified on **Exhibit B** (the “Deliverables”) within ninety (90) business days following the date of last signature.

3.2 Closing

The closing of the sale of the Assigned Patent Rights hereunder will occur with (a) the execution of this Agreement by both Parties and (b) the execution and delivery of the LOT Agreement, available at <https://lotnet.com>, to LOT Network Inc. (the “**Closing**”).

3.3 Consideration

At Closing, Seller will verify Buyer’s entry into the LOT Agreement described in the preceding section and Buyer agrees to maintain itself in good standing in the LOT Network for a minimum of two years from the Closing (“**Consideration**”). Buyer may record assignments with any applicable patent offices only on or after the Closing. For purposes of this paragraph, the additional payments recited in Section 2.4 below, shall not be deemed part of the Consideration.

3.4 Additional Payments

If Buyer, any of its Affiliates, any exclusive licensee of any of the Patents, or any subsequent owner of any of the Patents files one or more actions (including, but no limited to, civil actions for patent infringement arising under the laws of the United States (or equivalent foreign proceedings) and complaints for patent infringement under Section 337 of the Tariff Act of 1930, as amended) (signly, “**Action**”; collectively “**Actions**”) alleging infringement of any one or more of the Patents against an Entity who has not and whose Affiliates have not:

- (a) first filed a complaint in a then currently active Action against Buyer or any of its Affiliates, or any of their respective products or services, for patent infringement, and/or
- (b) first filed a complaint initiating a declaratory judgement Action against Buyer with respect to the infringement, validity, or enforceability of a Patent where Buyer had first received a demand or offer to license patents from or on behalf of the Entity or its Affiliates;

then, within ten (10) business days after Buyer’s or any of its Affiliate’s filing of each such Action, Buyer shall make an additional payment of two million U.S dollars (US \$2,000,000,000.00) to Seller for each such applicable Action.

Buyer will ensure that subsequent acquirers or exclusive licensees of any of the Patents will be similarly bound to this Provision.

Any payments under this Agreement shall be made by wire transfer to;

Google Inc. 1600 Amphitheatre Parkway, Mountain View CA 94043 USA Account # 437 566 9785 Bank Address: San Francisco, CA ABA: 121 000 248 (for domestic payments) SWIFT: WFBIUS6S (for international payments)

TRANSFER OF PATENTS AND ADDITIONAL RIGHTS; LICENSE BACK

4.1 Assignment of Patents

Upon the Closing, Seller hereby sells, assigns, transfers, and conveys to Buyer, or shall have caused its Affiliates to sell, assign, transfer and convey to Buyer, all of its right, title, and interest in and to the Patents.

4.2 Assignment of Additional Rights

Upon the Closing, Seller hereby also sells, assigns, transfers, and conveys to Buyer, or shall have caused its Affiliates to sell, assign, transfer and convey to Buyer, all of its right, title and interest in and to all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and its other enforcement rights under, or on account of, any of the Patents described in Section 3.1, including, without limitation, all of its causes of action other enforcement rights for (i) damages, (ii) injunctive relief, (iii) any other remedies of any kind for past, current and future infringement, and (iv) rights to collect royalties or other payments under or on account of any of the Patents and/or any of the foregoing (such causes of action and other enforcement rights collectively “**Additional Rights**”) (excluding any Existing Licenses under Section 3.3).

4.3 Existing Licenses

- (a) The transfers of the Assigned Patent Rights pursuant to Section 3.1 and 3.2 are subject to (i) any existing licenses (including transferrable licenses) or license rights (including any previous license or other commitments made to a standards development organization regarding the Patents) executed prior to the Effective Date (“**Existing Licenses**”).
- (b) Buyer agrees and covenants that if the Buyer sells, conveys title to, or assigns the right to enforce any of the Assigned Patent Rights to a third party, Buyer will bind the third party as well as the Affiliates of the third party with the language of this Section 3.3. Additionally, Buyer agrees and covenants to oblige any such third party to bind any subsequent transferee to the obligations set forth in this Section 3.3.

4.4 License Back

- (a) Upon Closing, Buyer hereby grants to Seller, for the benefit of Seller and its Affiliates, for the lives of all the Patents, as may be adjusted by applicable law, an irrevocable, non-exclusive, sublicensable (as described below), worldwide, royalty-free, fully paid-up right and license under the Patents, to develop, have developed, make, have made, use, have used, sell, offer to sell, import, license, lease, support, install, service, import, export and otherwise transfer or dispose of, directly or indirectly, any product, service, technology or process and use or practice any method in connection therewith (“**Seller License**”) from the Closing until the last to expire of each of the Patents. The Seller License extends to all Seller Partners, but only to the extent a claim of infringement is alleged to be based in whole or in part on their activities relating to any Seller Products. The Seller License includes a full release from liability for past damages under the Patents of Seller, its Affiliates and Seller Partners.
- (b) For the avoidance of doubt, the Seller License includes the right for the Seller and/or its Affiliates to grant sublicenses to (i) users and customers of Seller and/or its Affiliates, in each case to the extent that they use or integrate, directly or indirectly, any product, service, technology or process of Seller or its Affiliates covered, in whole or in part, by a claim in any Patent (singly “**Product**” and collectively “**products**”), and (ii) any of Seller’s or its Affiliates’ suppliers, distributors, resellers, partners, manufacturers, and contractors/ subcontractors, in each case, to the extent that such entities make, have made, use, sell, offer for sale, import, lease, support , service, install or otherwise provide, directly or indirectly, any product, service, technology or process covered by a claim, in whole or in part, in any Patent to, by, and/or on behalf of, the Seller or any Affiliate of the Seller, and (iii) to a successor in interest to any Affiliates, business units or product lines of Seller or its Affiliates upon divestment, but only as such acquisition, merger or spin out, and the purchaser of or successor in interest to the divested Affiliate, business unit or product line, as applicable, shall not enjoy any protections under the Seller License in respect to its preexisting business, products or services. The Seller License shall also include the right of Seller or its Affiliates to have Products manufactured and rendered by one or more contractors for use and/or subsequent commercialization by and/or on behalf of, the Seller and/or its Affiliates in their ordinary course of business.
- (c) Buyer perpetually and irrevocably covenants not to assert any of the Patents against Seller or any Affiliate of Seller. Buyer further covenants not to assert any of the Patents against any Entity for infringement by any products to the extent such Entity sells or otherwise supplies such products to Seller or its Affiliates. Buyer perpetually and irrevocably covenants not to assert any of the Patents against any Entity to the extent that Seller’s or its Affiliates’ products, service, technologies or processes form all or part of the assertion of infringement; for avoidance of doubt, such covenant does not apply where (i) Buyer asserts infringement of any of the Patents against a product, service, technology or process that includes Seller’s or its Affiliates’ products, services, technologies or processes, and (ii) such assertion of infringement does not involve Seller’s or its Affiliates’ products, services, technologies or processes.
- (d) Buyer agrees and covenants that if the Buyer sells, conveys title to, or assigns the right to enforce any of the Assigned Patent Rights to a third party, Buyer will bind the third party as well as the Affiliates of the third party with the language of this Section 3.4. Additionally, Buyer agrees and covenants to oblige any such third party to bind any subsequent transferee to the obligations set forth in Section 3.4.

4.5 Reimbursement

Buyer agrees to reimburse Seller, at Seller’s request, for all expenses reasonably incurred by Seller and its Affiliates, either directly or under an obligation to any prior owner of the Patents and its Affiliates, in satisfying any legal obligations or document production required or compelled pursuant to a contractual obligation or by a court of law or other governmental agency as part of a litigation or legal action concerning the Patents and involving Buyer.

REVERSIONARY INTEREST

5.1 Buyer Must Remain in LOT Network for Two Years

Pursuant to Section 3.3 of this Agreement, Buyer is obligated to maintain itself as a member in good standing of the LOT Network for a period of at least two years from the Closing.

5.2 Reversion to Google

In the event that Buyer fails to maintain itself as a member in good standing in the LOT Network during the two-year period following the Closing other than for reasons related to the Buyer filing for bankruptcy, all Patents acquired as part of the Agreement by Buyer from Seller (“Reverted Patents”) automatically revert back to Seller. Such reverter is automatic and requires no additional consideration on the part of the Seller.

5.3 No Licence Back to Buyer

In the event of a reverter back to Seller under this Section, Google is under no obligation to grant Buyer a license to the Reverted Patents. Any licenses entered into by Buyer purporting to cover the Buyer or its affiliates shall be deemed null and void. Buyer agrees that any licenses it makes after taking ownership of the Patents will be subject to this Provision.

Pursuant to Section 3.3 of this Agreement, Buyer is obligated to maintain itself as a member in good standing of the LOT Network for a period of at least two years from the Closing.

ADDITIONAL OBLIGATIONS

6.1 Further Cooperation

At the reasonable request of Buyer, Seller will execute and deliver an assignment document in substantially the form set forth as Exhibit B, and such other instruments and do and perform such other acts and things as may be reasonably necessary for effecting completely the consummation of the transactions contemplated hereby, including, without limitation, execution, acknowledgement, and recordation of other such papers, as reasonably necessary for fully perfecting and conveying unto Buyer the benefit of the transactions contemplated hereby.

6.2 Common Interest Agreement

Seller and Buyer recognize that they share common interests, including but not limited to common legal interests relating to the scope validity, and enforceability of the Patents, and in maximizing the value of the Patents for Buyer, on the one hand, as purchaser and for Seller, on the other hand, as licensee and recipient of the proceeds of the transaction contemplated by this Agreement (the “Common Interest”). In furtherance of the Common Interest, the parties or their counsel may exchange information (including information exchanged as part of the Deliverables) that is attorney-client privileged or work product, including without limitation communications (whether oral or written), documents, things, mental impressions, factual materials, memoranda, or opinions relating to the Patents (such information, the “Common Interest Information”). The parties acknowledge and agree that they desire and intend by this Agreement that the common interest privilege, to the fullest extent permitted by law, attaches to any Common interest privilege, to the fullest extent permitted by law, attaches to any Common Interest Information exchanged, and that no such exchange of Common Interest Information between the parties or their counsel shall waive any applicable privilege or protection to such Common Interest Information.

6.3 Disclosure of Licensees

Notwithstanding the provisions of Section 3.3, for a reasonable number of requests, Buyer may ask from Seller whether a certain Entity is licensed under the Patents. Seller will, with reasonable commercial promptness, disclose to Buyer whether such Entity is licensed provided that Seller is not legally prevented from the disclosure (including but not limited to confidentiality obligations towards such licensee).

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows that as of the Effective Date and as of Closing:

7.1 Authority

Seller is a company duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation. Seller has the full power and authority to enter into this Agreement and to carry out its obligations hereunder, including, without limitation, the assignment, or causing the assignment, of the Assigned Patent Rights to Buyer. Prior to Closing, to Seller's knowledge, Seller has not granted any exclusive licenses under any Patents to any third party and has not assigned any Assigned Patent Rights to any third party.

7.2 Title

Seller or its Affiliate owns good and marketable title to the Patents. To Seller's knowledge, the Assigned Patent Rights are free and clear of all liens, claims, mortgages, security interests or other encumbrances, and restrictions, except for the existing licenses and covenants not to sue that are expressly binding on successors to the applicable Patents described in Section 3.3. To Seller's knowledge, there are no actions, suits, investigations, claims, or proceedings threatened, pending, or, to Seller's knowledge, in progress relating in any way to the Assigned Patent Rights, except as disclosed on Exhibit A. To Seller's knowledge, there are no existing binding contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any person to acquire any of the Assigned Patent Rights.

7.3 Existing Licenses Clause

After the Effective Date, none of Seller or its Affiliates, any prior owner, or any inventor will retain any rights or interest in the Assigned Patent Rights, except as described in Section 3.3 or Section 3.4. None of the licenses or rights in the Patents granted by Seller or its Affiliate is an exclusive grant or right and each such license is nontransferable (except solely in the context of acquisition of the respective licensee and in that case, the scope of each such license or rights in the Patents is limited to the activities of the licensee prior to the acquisition) and non-sublicensable (except to affiliates of the licensee).

7.4 Special Conditions on Standards Essential Patents

To Seller's knowledge, none of the Patents are a de jure standards essential patent subject to any FRAND commitments by Seller. Buyer hereby acknowledges and agrees that, should Buyer discover that any of the Patents reads on or covers, or should Buyer position any of the Patents to read on or cover, any portions of an existing or future de jure standard subject to FRAND commitments (including but not limited to those developed and published by ETSI, IEEE and ITU), then Buyer will be subject to the provisions of that certain decision & Order of the United States Federal Trade Commission dated July 23, 2013 ("FTC Order") to which Seller is bound. In such event, the Assigned Patent Rights concerning any of the Patents so discovered or positioned are now, or at the relevant time will be, curtailed in accordance with the FTC Order. The FTC Order is posted online and may be retrieved using the following URL:

<https://www.ftc.gov/sites/default/files/documents/cases/2013/07/130724googlemotorolado.pdf>

MISCELLANEOUS

8.1 Disclaimer of Representations and Warranties

Neither party makes any representation or warranty except for their respective representations and warranties set forth in section 5, and each party disclaims all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

8.2 Limitation of Liability

Seller's total liability under this agreement will not exceed Fifty Thousand U.S. Dollars (US\$50,000). Buyer's total liability under this agreement will not exceed the reasonable market value of the assigned patent rights in addition to any amounts that may be due to the seller pursuant to section 2.4. The parties acknowledge that the limitation on potential liability set forth in this section 6.2 were an essential element in setting consideration under this agreement.

8.3 Limitation on Consequential Damages

Neither party will have any obligation or liability (whether in contract, warranty, tort (including negligence) or otherwise, and notwithstanding any fault, negligence (whether active, passive or imputed), representation, strict liability or product liability), for cover or for any incidental, indirect, consequential, multiplied, punitive, special, or exemplary damages or loss of revenue, profit, savings or business arising from or otherwise related to this agreement, even if a party or its representatives have been advised of the possibility of such damages. The parties acknowledge that these exclusions of potential damages were an essential element in setting consideration under this agreement.

8.4 Compliance with Laws

Notwithstanding anything contained in this Agreement to the contrary, the obligations of the parties with respect to the consummation of the transactions contemplated by this Agreement shall be subject to all laws, present and future, of any government having jurisdiction over the parties and this transaction, and to orders, regulations, directions or requests of any such government.

8.5 Confidentiality of Terms

Buyer will keep the terms and existence of this Agreement and the identities of the parties hereto and their Affiliates confidential and will not now or hereafter divulge any of such information to any third party except (a) with prior written consent of Seller; (b) as otherwise may be required by law or legal process, including, without limitation, in confidence to legal and financial advisors in their capacity of advising Buyer in such matters; (c) during the course of litigation, so long as the disclosure of such terms and conditions is restricted in the same manner as is the confidential information of the other litigating parties; (d) in confidence to its legal counsel, accountants, insurers, and their advisors solely in connection with complying with its obligations under this Agreement; (e) in order to perfect Buyer's interest in the Assigned Patent Rights with any governmental agency (including, without limitation, recording the Executed Assignments of Exhibit B in any governmental patent office); (f) to inform Buyer's existing licensees or prospective licensees of the Seller's assignment to Buyer of the assets assigned by this Agreement, but only to the minimum extent of disclosure required for such purpose; or (g) to enforce Buyer's right, title, and interest in and to the Assigned Patent Rights; provided that, in (b) and (c) above, (i) to the extent permitted by law, buyer will use all legitimate and legal means available to minimize the disclosure to third parties, including, without limitation, seeking a confidential treatment request or protective order whenever appropriate or available; and (ii) Buyer will provide the other party with at least ten (10) calendar days' prior written notice of such disclosure. Seller may disclose the terms and existence of this Agreement, and the identities of the parties hereto and their Affiliates, to any third party at Seller's sole discretion. In the event of any breach or default, threatened or otherwise, by Buyer under this Section, the parties acknowledge and agree that damages alone would be insufficient to compensate for any such breach or default and that irreparable harm would result from such breach or default. Consequently, in the event of any such breach or default, or any threat of such breach or default by Buyer, then Seller will be entitled to temporary or permanent injunctive relief, specific performance and such other equitable relief as may be appropriate in the circumstances in order to restrain or enjoin such breach or default. These remedies will not be the exclusive remedies for violation of the terms of the confidentiality obligations contained in this Section, but will be in addition to all other remedies available to the parties at law or in equity.

8.6 Governing Law; Venue/ Jurisdiction

This Agreement should be interpreted, enforced, construed and controlled by the laws of the State of California, without reference to principle of conflicts or choice of law provisions. The exclusive jurisdiction for any court action or proceeding arising out of or related to this Agreement shall be the federal or state courts of Santa Clara County, California, and each Party hereby consents to the jurisdiction of those courts.

8.7 Notices

All notices given hereunder will be given in writing (in English or with an English translation), will refer to Buyer, Seller, and to this Agreement (by including referencing this Agreement), and will be delivered to the address set forth below by (i) personal delivery, or (ii) delivery postage prepaid by an internationally-recognized express courier service:

If to Seller	If to Buyer
Google Inc.	DATRO Consortium (updated - see changelog)
1600 Amphitheatre Parkway, Mountain View, CA 94043	Newmill Farm, Monknash, Cowbridge CF71 7QQ, UK
Attention: Legal - Patents	Attention: DATRO Consortium
With a copy via electronic mail to:	With a copy via electronic mail to:
patent-starter-program@google.com	hywelapbuckler@gmail.com

Notices are deemed given on (a) the date of receipt if delivered personally or by express courier or (b) if delivery refused, the date of refusal. Notice given in any other manner will be deemed to have been given only if and when received at the address of the person to be notified. Either party may from time to time change its address for notices under this Agreement by giving the other party written notice of such change in accordance with this Section.

8.8 Relationship of Parties

The parties hereto are independent contractors and this Agreement is being entered into at arm's length. Nothing in this Agreement will be construed to create a partnership, joint venture, franchise, fiduciary, employment or agency relationship between the parties. Neither party has any express or implied authority to assume or create any obligations on behalf of the other or to bind the other to any contract, agreement, or undertaking with any third party. The Parties to this Agreement and their counsel have participated jointly in the negotiation and drafting of this Agreement, and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties and their counsel.

8.9 Severability

If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement will have full force and effect, and the invalid or unenforceable provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the original objective.

8.10 Waiver

Failure by either party to enforce any term of this Agreement will not be deemed a waiver of future enforcement of that or any other term in this Agreement or any other agreement that may be in place between the parties.

8.11 Termination

In the event that the Closing has not occurred within sixty (60) calendar days following the Effective Date, either party may terminate this Agreement by written notice to the other party. In addition, in the event that Buyer shall become the subject of a voluntary or involuntary petition under federal or state bankruptcy or similar laws, including receivership or conservatorship, then this Agreement shall automatically terminate. Upon such automatic termination after Closing, Buyer shall either assign all its right, title and interest in the Assigned Patent Rights to Seller and shall take all such actions reasonably required by Seller in connection therewith. The provisions of Sections 3.3, 3.4, 3.5, 4.4, 4.5 and 6 of this Agreement shall survive the termination of this Agreement.

8.12 Miscellaneous Items

This Agreement, including its exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and merges and supersedes all prior agreements, understandings, negotiations, and discussions. Neither of the parties will be bound by any conditions, definitions, warranties, understandings, or representations with respect to the subject matter hereof other than as expressly provided herein. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement is not intended to confer any right or benefit on any third party (including, but not limited to, any employee or beneficiary of any party), and no action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement or any of the transactions contemplated by this Agreement. No oral explanation or oral information by either party hereto will alter the meaning or interpretation of this Agreement.



No amendments or modifications will be effective unless in a writing signed by authorized representatives of both parties. The terms and conditions of this Agreement will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any letter, email or other communication or other writing not expressly incorporated into this Agreement. The following exhibits are attached hereto and incorporated herein: **Exhibit A** (entitled “Patents”), **Exhibit B** (entitled “Deliverables”) and **Exhibit C** (entitled “Assignment of Patent Rights”).

8.13 Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

SIGNATURES AND AGREEMENT

IN WITNESS WHEREOF, intending to be legally bound, the Patent Purchase Agreement is executed by the parties below and made effective as of the data recited in the first paragraph of this Agreement.

SELLER	BUYER
Google Inc.	DATRO Consortium
	
Name: Kirk W. Dailey	Name: Sion Buckler
Title: Head of Patent Transactions	Title: Founder & CEO
Date: 14/01/2016	Date: 09/11/2015

**CHAPTER
TEN**

PATENT ANNEX

Patent Number	Application Number	Jurisdiction	Title
7,320,073	10/409,339	US	Secure method for roaming keys and certificates
7,558,854	10/383,243	US	Access relaying apparatus
1429517	03004681.7	EP	Access relaying apparatus
200310104703.0	200310104703.0	CN	Access relay device
1429517	03004681.7	FR	Access relaying apparatus
1429517	03004681.7	DE	Access relaying apparatus
4098610	2002-357412	JP	Access relay device
1429517	03004681.7	GB	Access relaying apparatus

DOCUMENT AUTHOR(S):

Kirk W. Dailey, Head of Patent Transactions, Google Inc.

and

Sion Buckler, Founder & Executive Officer, DATRO Consortium