

INNOVATION & LICENSING YOUR INTELLECTUAL PROPERTY: YOUR KEYS TO SUCCESS

WILLIAMS MULLEN

AMERICAN BUSINESS CULTURE

- > Optimistic: The Frontier Spirit
- > Entrepreneurial spirit is in the DNA
- > Law and contracts must be respected; everything is in the contract once it is signed
- > No link between contract and personal relationship: « it's just business, it's not personal » « business is business »
- > Like getting a « win-win » deal and fairness
- > KISS
- > Yes means Yes; No means « not now ». Come back. Americans appreciate and like persistence. It can take 10-15 attempts to get a yes. . . » Getting To Yes »: a best seller. « Finding Yes »
- > Hate not answering emails. Be direct, don't bury the email with a non-response.
- > Your website
- > Be direct. Americans like it when you ask questions.
- > Be positive about yourself.

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MEETINGS AND NEGOTIATIONS

- > Low key approach
- > - Prepare carefully
- > - Be informed, organized, and clear
- > - Present in logical sequence
- > - Stress facts
- > - Give practical examples
- > - Clearly state benefits of product or service
- > - Prepare for interruptions and discussion but don't interrupt yourself.
- > - Expect a lot of pragmatic "what if" questions
- > - Expect some form of final "closure" (decision/action steps)

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FROM THE WORKSHOP IN OCTOBER 2015

- > Contracts – Briefly.
- > Today, Software Licensing and IP- in more detail.

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Contracts and American Business Culture:



- > Optimistic: The Frontier Spirit : country of start-ups
- > Entrepreneurial spirit is in the DNA
- > Law and contracts must be respected; everything is in the contract once it is signed
- > No link between contract and personal relationship: « its just business, it's not personal » « business is business »
- > Judge will not use his blue pencil to correct the contract
- > In negotiations, in the end, it all must be documented
- > Show your Licensee why it's a "win-win"
- > "Parole evidence" inadmissible
- > One country, but 50 states for the contracts. 
- > Americanize that Software License
- > So Am I under law of California or law of South Carolina?

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Management of Contracts

- > Examine with care your commercial contracts: ask for legal advice to interpret and apply under the law of the state that will govern any dispute:
- > Pay close attention to liability provisions, including responsibility for defective products, liquidated and consequential damages, and the obligation to indemnify Buyer for damages...
- > Review for time deadlines on giving notice. TIME IS OF THE ESSENCE.
- > IP: are you protected? Special Case with OEMs/Tier 1 Suppliers
- > Government contracts present special problems and all provisions must be understood and respected;
- > COMPLIANCE PROGRAMS!
- > Finally, Don't get caught:



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Attention!


RTBC! RTBC!




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*PIERRE & THE TEXAS COWBOY; OR
.....TOULOUSE SUPER SOFTWARE SYSTEMS DOES DALLAS.....*

> Toulouse Super Software Systems (TSS) has developed a new software system for monitoring and analyzing performance of Landing Gear in real time. Up to now, Toulouse SSS sells only outside the USA.



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TSSS SOFTWARE SYSTEM

>



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OUR CASE STUDY:
PIERRE & THE TEXAS COWBOY (CONT.)

> In 2016, JR Ewing, CEO of Modern Aircraft, Inc., a Dallas, Texas company, calls up Pierre Dupont at Toulouse to discuss a business proposal.



THINK BIG

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OUR CASE STUDY:
PIERRE & THE TEXAS COWBOY (CONT.)

> JR Ewing asks Toulouse SSS to design new Control and Sensor Software for the Landing Gear for a new Regional Jet, the "MA 878 Sonic Liner," to be manufactured at the Modern Aircraft factory in Dallas. Toulouse SSS would use some of the advanced technology that it already incorporates in the landing gear used by its French customers.



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OUR CASE STUDY:
PIERRE & THE TEXAS COWBOY (CONT.)

> Toulouse SSS signs a software license agreement calling for total payments of \$2 million and royalties of \$25,000 for each system when sold with the 878 "Sonic Liner" TSSS to the airlines. WOW!



> Further, Toulouse SSS will reserve the right to license to the Airlines follow-on MRO software to help the Airlines monitor and maintain their Landing Gear Systems.

> So far so good. Pierre Dupont is delighted with his negotiations with JR and Modern Aircraft, and can't wait for the revenue to start flowing. Modern Aircraft has booked orders for 25 aircraft and other airlines, large and small, are showing interest.

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WHAT DOES JOSH FIND?

> License Agreement: Yes, lots of standard terms: payment , who is responsible for installing software, designing software, term of contract, force majeure, Limitations of Liability in ALL CAPITAL LETTERS, typical U.S. type agreement.

> BUT he also finds:

- Reference to other documents that Pierre says he never discussed, like the Service Level Agreement
- And Cybersecurity Protection Guarantess
- Escrow for the source Code?
- Acceptance Agreement?
- Etc. etc.

RTBC again.

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DOING THE DEAL "THE AMERICAN WAY"

> U.S. Software Licenses from the Buyer's Point of view
This means they will be written from 4 points of view:

1. BUSINESS ISSUES
2. LIABILITY ISSUES
3. TECHNICAL ISSUES
4. CORPORATE ISSUES
 - Special Provisions if it's a Cloud-based SAS (Software as Service) Ageement.

> So What can Pierre Expect when Joshua looks at the agreement? Is it really that simple?

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1. BUSINESS ISSUES

> Pierre gets paid \$500,000 upon delivery of the IT System.

- Typical Licensee will say, Delivery does not mean Delivery. It means we pay you when we "accept" the system.
- Typical Software License will have a detailed Acceptance Agreement.
- Result: Big area of controversy.
- Solution: time limit on acceptance, negotiate those terms .

> Other Payment Terms: Pierre wants another \$500,000 when he installs the system.

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BUSINESS ISSUES

- > JR: will pay you \$500,000 in 4 installments: initial installation, data transfer, successful testing, go live. Spread the payments out.
- > "30 days after delivery is quite different than 30 days after acceptance and Modern Aircraft wants to test the software and makes sure "ca marche" its working before JR pays anything.
 - Big Source of Dispute in Software Licensing Deals: get it resolved up front.
- > Suppose Modern Aircraft refuses to pay, withholds payment, disputes whether it is "accepted?"
- > Typical Agreement provides that Licensee can withhold payment without penalty and without being deemed in breach for fees it disputes in good faith. Can force you to arbitrate, very expensive.

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ACCEPTANCE CRITERIA

Acceptance Criteria
TECHNICAL SPECIFICATIONS
System Capabilities
Solution must have the ability to scale to support enterprise SCADA/ICS networks developed by a variety of vendors
Solution must have the capability to scale to support multiple Industrial Control Systems
Must have the ability to capture and monitor TCP/IP
Must have the ability to detect anomalies within the DNP3 protocol
Must have the ability to detect anomalies within the C37.118 protocol
Must have the ability to detect anomalies within the ICP protocol
Must have the ability to detect anomalies at the TCP/IP or UDP layer (L3) - Unexpected IP address sending DNP3 commands
Must have the ability to allow application administrators to identify why detection alerts and alarms were created
Must be a completely passive technology; failure of network anomaly hardware or software should not impact operation technology networks, communications, or devices
Must have the ability to collect and store specifically identified network traffic of interest for a minimum period of one month
Must have the ability to easily query stored network traffic of interest
Must have the ability to allow system administrators to identify the specific network, IP address or device causing the anomalous events
Must be able to leverage network taps, span, port aggregators for data collection
Must have the ability to operate for a minimum of 2 hours when backhaul WAN connection is limited or unavailable
Must have the ability to configure alert levels or policies defining anomalies to reduce unwanted chatter

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BUSINESS ISSUES : SHOW ME THE

MONEY

- > Bottom Line: All this talk about \$2 million in payments is just talk. RTBC. Get your lawyer to explain how and when you can get paid and when JR can decide not to pay you.

MEANWHILE

- > Meanwhile Modern Aircraft has your software.
- > And 3D Sensor Printing wants to get paid for its delivery of the sensor technology.
- > And Modern Aircraft is withholding payment
 - You can end up like this?

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FUNDAMENTAL BUSINESS ISSUE: ➔

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2. LEGAL LIABILITY ISSUES: LES REGIMES DE RESPONSABILITE ➔

Advice to Pierre (and You)

- > Pay close attention to liability provisions, including responsibility for defective software products, liquidated and consequential damages, and the obligation to indemnify Buyer for claims by third parties... among others .
- > Read your warranties. What are your legal guarantees or assurances to your customer?
- > See Full Checklist later in Slides

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2. LEGAL LIABILITY ➔

> **Liquidated Damages for Late Deliveries of Software**

- TSSS falls 100 days behind on the delivery of the Software BETA version or prototype. JR says: pay me my penalty of \$2000 a day. Pierre argues that there was no damage to JR since the 878 Sonic Liner is behind production anyways and the Landing Gear is not ready.
- JR: "Show me the money"
- Who wins?
 - Will the Texas Judge apply his blue pencil and amend the contract?

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2. OTHER LEGAL LIABILITY ISSUES

> Your Warranties?

- JR will want Pierre to warrant or guarantee that:
 - Software will perform according to specifications
 - Be free from errors and defects that materially affect performance
 - Pierre owns the software and it does not infringe a patent held by another third party
 - There is no copyright violation in using the software
 - See #5 in the Handout and in next slide

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WARRANTY OF COPYRIGHT NON-INFRINGEMENT

> Licensor warrants that, to the best of its knowledge, the Licensed Software does not infringe a third party copyright. If nevertheless Licensor must acknowledge, that the Licensed Software infringes a copyright, or if it is so held in an irrevocable ruling by a court of law in a legal action against Licensor, then Licensor at its sole option and expense shall at its option, either (a) secure the Company's right to continue using the Licensed Software, (b) replace or modify the Licensed Software to make it non-infringing so long as such replacement or modification does not materially affect the total functionality of the Licensed Software, or (c) if neither of the foregoing alternatives is reasonably available to Licensor, terminate this License and the license granted hereunder, accept return of such Products and Licensed Software and, refund to Company the pre-paid Fees paid for the affected Product during the then-current Maintenance Term, paid by Purchaser for the Product(s) so returned. Licensor shall have no liability for any claim of copyright infringement based on (1) use of other than a current unaltered release of the Licensed Software available from Licensor, if such infringement would have been avoided by the use of such current unaltered release, or (2) use or combination of the Licensed Software with software or equipment not supplied by Licensor, or (3) covering the use of the Licensed Software supplied hereunder for which (amount of) use such third party requires the payment of royalties based on any factor other than an industry common percentage of the license fee charged by Licensor or for which use such third party refuses to grant a license to Licensor. THE FOREGOING STATES THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHTS BY THE LICENSED SOFTWARE OR ANY PARTS THEREOF.

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2. LEGAL LIABILITY


> If the software malfunctions or does not perform per the specifications can you limit your liability?

- All negotiable
- What is typical?
 - Financial Cap equal to payments for software during preceding 12 months; or value of the contract.
 - Exclusions of Consequential Damages.

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RÉGIME DE RESPONSABILITE: CONSEQUENTIAL DAMAGES

Definition: « Consequential » means « any loss » that is « a natural, probable and foreseeable consequence of the breach »



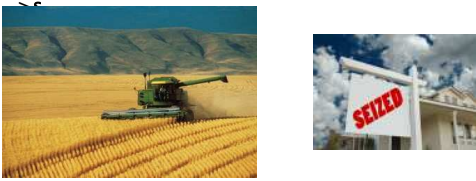
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CONSEQUENTIALS DAMAGES = MODERN PANDORA'S BOX



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REGIME DE RESPONSABILITE (GENERAL LITIGATION RISKS : CONSEQUENTIAL DAMAGES SET BY JURY



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EXCLUSION OF CONSEQUENTIAL DAMAGES

- > 48.1 EXCEPT AS SET FORTH IN SECTION 49.2 BELOW AND UNLESS OTHERWISE NOTED HEREIN, IN NO EVENT SHALL EITHER PARTY (INCLUDING THEIR SUPPLIERS) BE LIABLE FOR DAMAGES RESULTING FROM LOST PROFITS IN CONNECTION WITH THIS AGREEMENT, NOR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER IN BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- > 48.2 NOTWITHSTANDING THE FOREGOING OR ANYTHING HEREIN TO THE CONTRARY, THE LIMITATIONS OF LIABILITY PROVIDED FOR IN THIS ARTICLE 49 SHALL NOT BE APPLICABLE WITH RESPECT TO: (i) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS PROVIDED FOR HEREIN, AND (ii) CONTRACTOR'S INDEMNIFICATION OBLIGATIONS PROVIDED FOR HEREIN.

> WHY IS ALL THIS "EN MAJUSCULES"??

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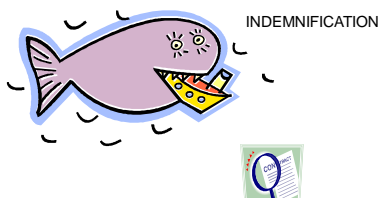
MAXIMUM CAP ON DAMAGES

- > (CAP ON DAMAGES) EXCEPT FOR INDEMNIFICATION FOR CLAIMS OF THIRD PARTIES, under no circumstances will Contractor's liability arising out of or related to this Agreement exceed the fees payable under this Agreement. OR THE FEES PAID IN THE LAST 12 MONTHS, ETC.

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"AMERICAN STYLE" INDEMNIFICATION

THE DANGER:



LIMITATIONS ON LIABILITY

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INDEMNIFICATION AND INSURANCE

- > IP Indemnification if the software infringes patents held by others?
- > A VERY MAJOR POINT! [Limit to USA ?]
- > 27.2(a) Contractor shall indemnify, defend and hold the Indemnitees harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, fines, damages, costs or expenses including attorney's fees (including fees and disbursements of outside counsel) of any kind whatsoever arising from (a) actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the System or Software when used in accordance with this Agreement, including without limitation any Deliverable or Work Product, and (b) violation of any third party license to use intellectual property in connection with the System or Software when used in accordance with this Agreement, including without limitation any Deliverable or Work Product.
- > Will you be required to provide insurance? Yes. \$1 million+ Professional Liability & General Liability.

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ANOTHER EXAMPLE OF INDEMNIFICATION

- > Patent, Trademark and Copyright Indemnity
 - "Supplier will indemnify, defend and hold harmless Modern Aircraft and its customer from all claims, suits, actions, awards (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs), liabilities, damages, costs and attorneys' fees related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents)"
 - The concern here is foreign IP rights; these should be limited only to those countries that Supplier is made aware its software system products will be used in

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THE U.S. PATENT:



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3. TECHNICAL ISSUES

- > Service Level Agreement: what is it all about?
 - Can be just as important than the License Agreement
 - Response Times
 - Impact on Payments and Refunds, CREDITS for System

Unavailability: <95% = 100% of a total monthly license

Severity Level	Response Time	Target Workaround Time	Target Resolution Time
Severity Level 1 Problem	Within 1 hour	1 hours	6 business hours
Severity Level 2 Problem	Within 6 hours	6 business hours	2 business days
Severity Level 3 Problem	Within 2 days	2 business days	8 business days
Severity Level 4 Problem	Within 2 days	8 days	In the reasonable discretion of Licensee, not to exceed 5 weeks.

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3. TECHNICAL ISSUES

- > Information Protection against cyber attacks, Hacking.
- > Encryption requirements
- > Security Incident response times
- > Vulnerability testing: security audits
- > GOOGLE STANDARDS : https://partner-security.withgoogle.com/docs/dev_requirements
And see webapp_requirements




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IMPORTANCE OF THE "SLA"

- > Yes, nice upfront royalty of \$2 million
- > But it will be hard to sit in Toulouse and comply with the SLA without deploying personnel to Dallas
- > Or reserve right to "contract out" to 3rd Party Software support services?
- > Pierre will have to consider setting up engineering services support office ,sooner or later.



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4. CORPORATE ISSUES



> 3 CONCERNS:

- Suppose you go broke?
- What happens if there are corporate changes, M&A?
- What about your 3rd Party vendors and suppliers?
Are they reliable? Are you Responsible?

> Buyer will want more than money damages, injunction to force you to provide source code if you fail to support software as required. This is a solution to avoid litigation and protect the Licensee. Solution to avoid Litigation.

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SOURCE CODE ESCROW?



> Source Code Escrow: What is this? 3rd party agent holds the source code /supporting documentation

- What are the release conditions?
 - Bankruptcy by software provider
 - Breach of service obligations
 - Provides for Expedited dispute resolution

> No wonder, just looking at this, no wonder Pierre's Friend, Joshua Brady, will call him back and say: let's Not rush into this, "this will take some time to get it right" And the time to get it right is at the start, not in the middle or the end.



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WHAT IF THERE IS A DISPUTE?



- > Problem: JR proposes arbitration before 1 arbitrator in Texas or local state court in Dallas.
- > Problem: local jury or arbitrator; and Expensive.
- > Consider alternative dispute resolution solutions:
 - > Mediation.
- > Your Solution: Propose U.S. District Court (Federal). WHY?
- > Also, it's often far less expensive and must faster to resolve disputes before the Federal U.S. District Courts.
 - > Will compel mediation
 - > Will help compromise disputes
 - > The 6 month rule



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IP QUESTIONS

- > Pierre: BIG Contract Opportunity to License his Software in the USA/
- > But was he really ready to do the deal?
- > He needed first to Stop and Review his IP Portfolio, before negotiating that Software License.

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HAVE AN IP ATTORNEY FRIEND!

Josh's TOP 5 (See Handout)

Joshua B. Brady
Associate

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RELATED Practices & Industries
Intellectual Property
Intellectual Property Litigation
Government Contracts
Patent Prosecution
Trade Secret
Trademark

Overview Bio Experience News Events

Josh Brady provides his foreign and domestic clients with a wide range of intellectual property services. He has broad experience in patent litigation and prosecution, trademark protection and enforcement, and trade secret

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BRADY ON THE TOP 5

1. Stop and Review before selling or licensing into the USA
2. Do you due diligence. Conduct an internal audit and get legal advice on how your IP can be protected in the U.S.
3. Register important trademarks, copyright your source code.
4. Avoid violating competitors' IP. Americans like to go to Court.
5. Come up with your own IP Compliance and Security Plan.

Read the full article at :

<http://www.williamsmullen.com/news/fdi-usa-news-december-2015> p. 5.

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CONSULT IP COUNSEL EARLY AND OFTEN

>Why?

- Identify risks early
- Develop mitigation strategies early
- Example:
 - One-hour phone call with IP counsel: < \$400
 - Defend U.S. patent infringement: > \$\$\$\$!!!!

>When?

- Before deciding to compete?
- Before developing/launching a product?
- Before signing a software license?

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Your IP. Can you identify your IP?

- Background IP
- Foreground IP

>What are you really giving up?

>Who will own it at end of contract?

>Handout: Point #1 to consider

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TRADE SECRET VERSUS PATENT

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- > Trade Secrets
- > State Law
- > Importance of Confidentiality/ Non-solicitation agreements (in addition to
- > At will" employment)

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KEY QUESTIONS FOR MARKET SUCCESS

- > IP?
- > What elements make up Pierre's IP?
- > Why should he have stopped and reviewed his IP Portfolio before selling into the US?
- > Did he do his diligence and conduct an internal IP audit?

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TRADE SECRET VS. PATENT

- > IP and the Software License?
- > How should Toulouse SSS handle new IP and existing IP under its agreements with US companies like Modern Aircraft?
- > How does he document his Background IP so Modern Aircraft cannot claim a royalty-free license to use it?



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THIS IS NOT THE LICENSE TO SIGN!!!

- > "Seller hereby grants to Modern Aircraft ("MA") an irrevocable, nonexclusive, paid-up worldwide license to practice and/or use, and license others to practice and/or use on MA's behalf, all of Seller's patents, copyrights, trade secrets (including, without limitation, software, designs, processes, drawings, technical data, industrial designs, and tooling (collectively hereinafter referred to as "Licensed Property") **related to the development, production, maintenance or repair of Products or Services.**

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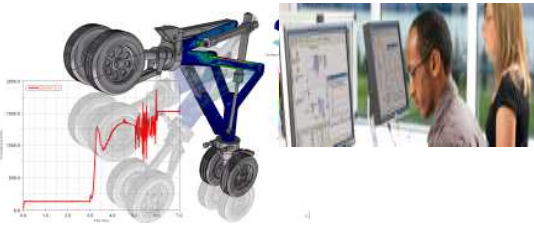
PRO-SELLER OR LICENSOR AGREEMENT

- > Intellectual Property Rights
- > The Products and all related intellectual property rights therein are the exclusive property of Licensor or its licensors. **All right, title and interest in and to the Products, any modifications, translations, or derivatives thereof, even if unauthorized, and all applicable rights in patents, copyrights, trade secrets, trademarks and all intellectual property rights in the Products remain exclusively with Licensor or its licensors.** The Products contain material that is protected by at least patent, copyright and trade secret law, and by international treaty provisions. The Products include software products licensed from third parties. All rights not granted to Company in this License are reserved to Licensor. No ownership of the Products passes to Company. Licensor may make changes to the Products at any time, but such changes will not affect the core functionality of the Software. Except as expressly provided in this License, Licensor grants no express or implied right under Licensor's patents, copyrights, trademarks, or other intellectual property rights

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TSSS SOFTWARE SYSTEM VERSION 2.0

> Suppose joint effort by Modern Aircraft and TSSS



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SOLUTION: COMPROMISE VERSION OF LICENSE.

> You will want to protect your Background IP

> You will want to give some rights to the customer in the Foreground or On-Site IP that is created on the contracts

> But you do not want to lose ultimate control to do business in the future using your IP, with the same customer or other customers.

> If you have to give up more control than you want, negotiate a higher royalty.

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IP QUESTIONS #3 AND # 4

> How can Pierre best avoid claims of patent infringement by Competitors?

- Case examples: Fitbit; Software for Shopping Centers
- Right to ban Imports (Samsung v. Apple v. Samsung)

> ANSWER: **Offensive:** expand your IP protections in the USA.

> **Defensive:** Obtain for Pierre a "Freedom to Operate" Assessment to make sure his products avoid violations of third-party IP rights in the United States?

> Lesson here: All this should have been reviewed by U.S. IP and patent counsel before Pierre negotiated the Software License.

> **The Patent assigned to Boeing: weak claim but claim of infringement could still be made**


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LOOKING TO FUTURE: #5 LIST OF JOSHUA BRADY

> Employment Contracts and IP?

- Pierre wants to hire Joe Smith as VP Business Development: What confidentiality and non-solicitation provisions should go into his contract to protect the IP?
- Can also work to make him our agent if Pierre does not yet have operations in the USA
- Can TSSS enforce a non-compete?
- What state law applies?

> Put in place an IP Security and Compliance Plan so your customers cannot claim ownership of your developments. Enforce your claims to your IP.

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THE FUTURE AND YOUR IP

> IP Licensing?

> Background and Foreground IP



> Illustrations from Software Licenses

> What if TSSS technology is based upon a license from its 3D Printing supplier in France?

- Does this complicate things?

> Trademarks?

- TSSSS to do business with Gulfstream, Boeing, Bombardier, and Lockheed Martin: Can it register "Super Composites" in the USA?
- Does it have to register, or can it use the name and rely on the French trademark?

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THE FUTURE #5

> New Patents or Trade Secrets?

- TSSS wants to patent the modified design that it developed in the USA and sell it to other aircraft manufacturers. Does TSSS have issues?

> ITAR and Export Control:

- Pierre, Jr. calls up from Dallas worried because he sent technical data relating to the new doors to the server at the home office in Toulouse. Did he need to get an ITAR Export License? The design has military applications. What about the French employees working in Dallas: is there a "Deemed Export" Problem under ITAR? How do we get an Export Control Compliance Plan and Program into effect?

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CONCLUSION

> A well-defended IP portfolio is a key to success when entering U.S. markets and establishing a competitive position. Get advice early on your IP before you sign that supply contract and invest in the USA. Set up your IP Security Plan to maximize your profits and growth in one of the world's most dynamic and advanced marketplaces. Plan Ahead and you Can Succeed.

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XI CONCLUSION

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Our Approach to Software Licensing, and IP

- Comparison of Agreements to come up with your Master Agreement to start with when negotiating with American customer or client.
- Goal: avoid litigation, avoid uncertainties, establish level playing field
- Implement 5 point IP Plan : (Joshua Brady).

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OUR APPROACH ON CONTRACT ISSUES

- > How to limit liability? The Big 5
 - No liability for consequential damages
 - Maximum CAP on damages
 - Agree to Express Warranties
 - Make good use of liquidated damages if you can make it the exclusive remedy
 - Limit Indemnification, obtain insurance coverage
- > Talk about what you can and cannot do when up against a large buyer
- > Suggest some alternative negotiating points
- > There can always be trade-offs.
 - Concede on joint ownership of latest version of your software in return for higher percentage of royalties.

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QUESTIONS



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Please note: This presentation contains general, condensed summaries of actual legal matters, statutes and opinions for information purposes. It is not meant to be and should not be construed as legal advice. Individuals with particular needs on specific issues should retain the services of competent counsel.

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Eliot Norman has worked for many years helping Foreign Multinationals enter the USA from Asia and Europe and to expand their businesses in key high technology and advanced manufacturing markets. He advises on contracts, immigration and other issues while acting as outside general counsel to foreign companies to help them choose the legal strategies that can maximize their return on investment (ROI) and accelerate market growth.

Mr. Norman is an International Practice Partner with Williams Mullen, a 250 lawyer national and international commercial law firm, with offices in Washington, D.C., Virginia and North Carolina. Eliot graduated from Yale College and Boston College Law School and served with the U.S. Department of Justice before entering private practice. He is listed in *Best Lawyers in America* for Immigration. He speaks French fluently and obtained a Certificate from the Institut d'etudes politiques, Paris, France. Mr. Norman regularly travels to Europe to meet with clients concerning investment projects and operations in the United States and to speak to industry trade groups and chambers of commerce.
