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Paper 27
Date: April 5, 2024

UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE PATENT TRIAL AND APPEAL BOARD

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SOPHOS LTD. AND SOPHOS INC.,
Petitioner,

v.

OPEN TEXT INC.,
Patent Owner.

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IPR2023-00699
Patent No. 8,418,250 B2

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Before MICHELLE N. WORMMEESTER, AARON W. MOORE, and SCOTT RAEVSKY, *Administrative Patent Judges.*

RAEVSKY, *Administrative Patent Judge*.

TERMINATION
Due to Settlement After Institution of Trial
*35 U.S.C. § 317; 37 C.F.R. § 42.74*

## I. INTRODUCTION

With the Board's authorization, Petitioner Sophos Ltd. and Sophos Inc. and Patent Owner Open Text Inc. (collectively, "the parties") filed a Joint Motion to Terminate this proceeding. Paper 25 ("Joint Motion"). In support of the Motion, the parties filed copies of a Settlement Agreement and a Cross-License Agreement (the "Agreements") (Exs. 1017, 1018) and a Joint Request to Treat Agreements as Business Confidential Information pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.74. Paper 26 ("Joint Request").

## II. DISCUSSION

In the Joint Motion, the parties request the Board terminate this *inter partes* review proceeding as a result of a settlement agreement reached between Petitioner and Patent Owner. Joint Motion, 1. The parties represent that the filed copies of the Agreements are true copies. *Id.* at 2. The parties also represent that "[n]o other such agreements, written or oral, exist between or among the parties." *Id.* at 3. The Agreements indicate that the parties have resolved their disputes and the litigation between them involving the above-identified patent at issue. Exs. 1017, 1018.

According to 35 U.S.C. § 317(a), an *inter partes* review proceeding shall be terminated post-institution upon the joint request of the petitioner and the patent owner, unless the Office has decided the merits of the proceeding before the request for termination is filed. As the Board has not yet decided the merits of this proceeding, we determine that good cause exists to terminate the proceeding before rendering a final written decision in accordance with 37 C.F.R. § 42.72.

Moreover, in the Joint Request, the parties request that the Agreements be treated as business confidential information and be kept separate from the file of the patent at issue. *See* Paper 26, 2. After reviewing the Agreements between the parties, we find that the Agreements contain confidential business information regarding the terms of settlement. We determine that good cause exists to treat the Agreements between the parties as business confidential information pursuant to 37 C.F.R. § 42.74(c).

## III. ORDER

Accordingly, for the reasons discussed above, it is:

ORDERED that the Joint Motion to Terminate is *granted*;

FURTHER ORDERED that IPR2023-00699 is *terminated* with respect to Petitioner and Patent Owner pursuant to 35 U.S.C. § 317(a) and 37 C.F.R. § 42.72; and

FURTHER ORDERED that the Joint Request to Treat Agreements as Business Confidential Information is *granted*, and the confidential Agreements (Exs. 1017, 1018) shall be treated as business confidential information pursuant to 37 C.F.R. § 42.74(c) and be kept separate from the file of the challenged patent and made available only under the provisions of 35 U.S.C. § 317(b) and 37 C.F.R. § 42.74(c).

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