



**RSA SECURITY INC.  
PATENT LICENSE AGREEMENT**

This Patent License Agreement (“Agreement”) is made as of the date last signed below (“Effective Date”) between RSA SECURITY INC., a Delaware corporation with a principal place of business at 174 Middlesex Turnpike, Bedford, Massachusetts 01730 (“RSA”) and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“Licensee”).

WHEREAS, RSA owns all right, title and interest in and to certain patents in the field of authentication and authorization;

WHEREAS, Licensee desires a license to the patents in order to implement certain aspects of the OASIS Web Services Security: SOAP Message Security specifications; and

WHEREAS, RSA is willing to grant a license under the patents in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereby agree as follows:

**1. Definitions.**

(A) “**Affiliate**” means an entity which effectively controls, is controlled by or is under common control with a party.

(B) “**End User Customer**” means a person or entity purchasing or licensing the right to use any Licensed Product, either directly through Licensee or through a distributor, solely for that person or entity’s own use without right to license, resell or otherwise redistribute such Licensed Product to any other person or entity.

(C) “**Field of Use**” means the technology and methods necessary to implement the OASIS Web Services Security: SOAP Message Security (“WS-Security: SOAP Message Security”) specification and its Security Assertion Markup Language (“SAML”) profile, including assertions, protocols and bindings necessary to implement the WS-Security: SOAP Message Security specification and the SAML profile.

(D) “**Licensed Patents**” means the following four United States patents and any continuations, divisions, reissues and re-examinations thereof:

(1) US Patent No. 6,085,320 entitled, “Client/Server Protocol for Proving Authenticity” issued on July 4, 2000;

(2) US Patent No. 6,189,098 entitled, “Client/Server Protocol for Proving Authenticity” issued on February 13, 2001;

(3) U.S. Patent No. 6,249,873 entitled, “Method of and Apparatus for Providing Secure Distributed Directory Services and Public Key Infrastructure” issued on June 19, 2001; and

(4) U.S. Patent No. 5,922,074 entitled, “Method of and Apparatus for Providing Secure Distributed Directory Services and Public Key Infrastructure” issued on July 13, 1999.

(E) “**Licensed Process**” means any process which practices an invention claimed in the Licensed Patents or any other patents licensed under this Agreement and which if practiced in the absence of the license(s) granted in this Agreement, would infringe, contribute to, or induce the infringement of, at least one of the Licensed Patents or another patent licensed under this Agreement.

(F) “**Licensed Product**” means any product, article, toolkit, equipment, system, unit or component part which employs or is produced by the practice of an invention claimed in the Licensed Patents or any other patents licensed under this Agreement and which if made, used or sold in the absence of the license(s) granted in this Agreement, would infringe, contribute to, or induce the infringement of, at least one of the Licensed Patents or another patent licensed under this Agreement.

**2. License Grant and Restrictions.**

(A) RSA Grant to Licensee. Subject to and expressly conditioned upon compliance with the terms and conditions of this Agreement, RSA hereby grants to Licensee a nonexclusive, nontransferable, worldwide, royalty-free license under the Licensed Patents, within the Field of Use, to make, have made, use, sell, offer for sale and import Licensed Products and to practice the Licensed Processes in the Field of Use. All rights not expressly granted herein are reserved by RSA. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any

RSA technology or proprietary right other than the permitted use of the Licensed Patents.

(B) Licensee Sublicense Rights. Licensee may grant sublicense rights to the Licensed Patents only as follows:

- (1) If a sublicense is required for use of the Licensed Product or Licensed Process acquired by an End User Customer from Licensee, Licensee may grant the End User Customer a sublicense solely to use the Licensed Product or Licensed Process. Any such sublicense to an End User Customer shall continue for the life of the Licensed Product or Licensed Process or the life of the Licensed Patents, whichever is shorter. Such sublicenses to End User Customers shall continue despite termination of this Agreement. If the Licensed Product is a product (such as a toolkit product or operating system service) that is used to develop other products, Licensee shall not grant sublicense rights to the Licensed Patents and shall inform the Customer acquiring the Licensed Product that a royalty-free reciprocal license is available directly from RSA that can be accessed at [www.rsasecurity.com/solutions/standards/wssecurity](http://www.rsasecurity.com/solutions/standards/wssecurity).
- (2) Licensee may grant a sublicense to an Affiliate of Licensee provided that such Affiliate grants to RSA a nonexclusive, nontransferable, worldwide, royalty-free license under all patent claims owned or acquired by such Affiliate, within the Field of Use, to make, have made, use, sell, offer for sale and import Licensed Products and to practice the Licensed Processes in the Field of Use. A sublicense granted to any such Affiliate shall terminate upon termination of this Agreement or upon such Affiliate ceasing to be an Affiliate of Licensee, whichever occurs sooner.

(C) Licensee Grant to RSA. Licensee hereby grants to RSA a nonexclusive, nontransferable, worldwide, royalty-free license under all patent claims owned or acquired by Licensee ("Licensee Patents"), within the Field of Use, to make, have made, use, sell, offer for sale and import Licensed Products and to practice the Licensed Processes in the Field of Use. All rights not expressly granted herein are reserved by Licensee. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any Licensee technology or proprietary right other than the permitted use of the patent rights licensed pursuant to this Section 2.

(D) RSA Sublicense Rights. RSA may grant sublicense rights to the Licensee Patents only as follows:

- (1) If a sublicense is required for use of the Licensed Product or Licensed Process acquired by an End User Customer from RSA, RSA may grant the End User Customer a sublicense to the Licensee Patents solely to use the Licensed Product or Licensed Process. Any such sublicense to an End User Customer shall continue for the life of the Licensed Product or Licensed Process or the life of the Licensee Patents, whichever is shorter. Such sublicenses to End User Customers shall continue despite termination of this

Agreement. If the Licensed Product is a product (such as a toolkit product or operating system service) that is used to develop other products, RSA shall not grant sublicense rights to the Licensee Patents.

- (2) RSA may grant a sublicense to the Licensee Patents to an Affiliate of RSA provided that such Affiliate grants to Licensee a nonexclusive, nontransferable, worldwide, royalty-free license under all patent claims owned or acquired by such Affiliate, within the Field of Use, to make, have made, use, sell, offer for sale and import Licensed Products and to practice the Licensed Processes in the Field of Use. A sublicense granted to any such Affiliate shall terminate upon termination of this Agreement or upon such Affiliate ceasing to be an Affiliate of RSA, whichever occurs sooner.

(E) No Other Rights Granted. This Agreement does not grant any rights except as specifically stated. The licenses granted are limited to the Field of Use.

### 3. Consideration.

The licensees granted herein are granted on a royalty-free basis. The consideration to RSA for the licenses granted in this Agreement are the reciprocal license rights granted to RSA pursuant to Section 2.

### 4. Warranties and Disclaimers.

(A) RSA. RSA warrants that it is authorized to enter into this Agreement and to grant the rights granted to Licensee in Section 2.

(B) Licensee. Licensee warrants that it is authorized to enter into this Agreement and to grant the rights granted to RSA in Section 2.

(C) Disclaimer. Nothing in this Agreement is or shall be construed as: (i) a warranty or representation by RSA as to the validity or scope of the Licensed Patents; (ii) any warranty or representation by RSA that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents, copyrights, and other rights of third parties; (iii) an obligation on the part of RSA to bring or prosecute actions or suits against third parties for infringement; or (iv) granting by implication, estoppel or otherwise any licenses under patents licensed by RSA other than the Licensed Patents defined in this Agreement, regardless of whether such patents are dominant or subordinate to the Licensed Patents. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RSA MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE LICENSED PRODUCTS OR LICENSED PROCESSES WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS. Any warranty made by Licensee to its customers, users of the Licensed Products or Licensed

Processes, or any third parties are made by Licensee alone and shall not bind RSA or be deemed or treated as having been made by RSA and service of any such warranty shall be the sole responsibility of Licensee.

#### 5. No Technical Assistance.

Neither party is obligated to provide technical assistance relating to use of any patent rights licensed pursuant to this Agreement to the other or to any sub-licensees.

#### 6. Marking and References.

(A) Patent. The parties agree to mark all Licensed Products covered by any patent rights licensed pursuant to this Agreement, or in the event their size or configuration makes such marking impractical, their containers, packaging or labels, as well as all literature describing the Licensed Products, with the appropriate patent numbers. RSA's obligation to mark Licensed Products is contingent upon Licensee providing notice to RSA of potentially applicable patents. The parties shall impose the patent marking obligations of this Section 6 on all sub-licensees.

(B) No Use of RSA Marks. Licensee agrees not to identify or use any trademark, service mark, trade name or symbol of RSA or its affiliates, their employees, agents, officers or directors without the prior written approval of RSA.

(C) Publicity. Licensee shall not make any public announcement regarding this Agreement or the terms thereof without the prior written approval of RSA.

#### 7. Limitation of Liability.

NO LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ITS CUSTOMERS, THE USERS OF ANY LICENSED PRODUCT OR LICENSED PROCESS, OR ANY THIRD PARTIES FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, PROFITS OR GOODWILL SUFFERED BY ANY PERSON ARISING FROM ANY USE OF THE LICENSED PATENTS, LICENSED PRODUCTS AND/OR LICENSED PROCESSES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, INFRINGEMENT OF INTELLECTUAL PROPERTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 8. Term and Termination.

(A) Term. This Agreement shall commence upon the Effective Date. The rights and obligations of this Agreement shall remain in effect until expiration of the last patent licensed under this Agreement, unless earlier terminated in accordance with Section 8(B) or (C) of this Agreement.

(B) Termination for Cause by RSA. RSA may terminate this Agreement effective upon written notice to Licensee in the event Licensee materially breaches this Agreement and such breach remains uncured for thirty (30) days following written notice of such breach, unless such breach is incurable in which event termination shall be immediate upon receipt of written notice.

(C) Termination for Insolvency. RSA may terminate this Agreement by written notice if Licensee: (a) becomes insolvent; (b) files a petition, or has a petition filed against it, under any laws relating to insolvency, and the related insolvency proceedings are not dismissed within 60 days after the filing of such petition; (c) enters into any voluntary arrangement for the benefit of its creditors; (d) appoints, or has appointed on its behalf, a receiver, liquidator or trustee of any of such party's property or assets; or (e) ceases to carry on business in the ordinary course.

(D) Effects of Termination. From and after termination of this Agreement, both parties shall cease and desist from all use of any patent rights licensed pursuant to this Agreement.

#### 9. Notices.

All notices in connection with this Agreement shall be sent to the addresses stated at the beginning of this Agreement where the parties are identified (or to such other address as the party to receive the notice so designates by written notice to the other) and shall be: (i) deposited in the U.S.A. mails, postage prepaid, certified or registered, return receipt requested; (ii) sent by overnight courier, charges prepaid; or (iii) delivered in person. Notices will be deemed to have been given at the time of actual delivery in person, three (3) business days after deposit in the US mails as set forth above, or one (1) business day after deposit with an overnight courier service.

#### 10. Miscellaneous.

(A) Entire Agreement. Upon execution by both RSA and Licensee, this Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall supersede and merge all prior and contemporaneous communications. It shall not be amended except by a written agreement subsequent to the Effective Date and signed on behalf of both of the parties by their respective authorized representatives.

(B) Governing Law. This Agreement shall be construed and controlled by the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles.

(C) No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

(D) Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the parties shall endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such amendments, such invalid provision shall be

severed from the remaining provisions, which shall remain in full force and effect.

(E) Relationship. The relationship between RSA and Licensee is solely that of independent contractors. Neither this Agreement, nor any terms and conditions contained herein, shall be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. Neither party shall have the authority to represent or bind the other.

(F) Headings. Section headings are used in this Agreement for convenience of reference only and shall not affect the meaning of any provision of this Agreement.

(G) Assignment. The license grant in Section 2 is personal to Licensee, and Licensee shall not assign, transfer or sublicense this Agreement, in whole or in part, in any manner (whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation) without the prior written consent of RSA, which consent shall not be unreasonably withheld. RSA may assign this Agreement to any of its affiliates or subsidiaries or to a successor in the event of a merger, acquisition or sale of all or substantially all of its assets (including its stock), without the written consent of Licensee. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(H) Force Majeure. Neither party shall be held responsible for any delay or failure in performance of its obligations hereunder to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of terrorism, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or non-performing party or its subcontractors.

(I) Export Compliance and Foreign Reshipment Liability. The technologies licensed under this Agreement, whether or not incorporated into Licensed Products or Licensed Processes, are subject to United States export control laws and regulations that restrict exports, reexports and disclosures to foreign persons of cryptographic items and are also subject to certain foreign laws that may restrict the export, reexport, import and/or use of such items. Performance of this Agreement is expressly made subject to any export laws, regulations, orders or other restrictions imposed by the United States of America or any other country or governmental entity on the technology described in the Licensed Patents and all other patents licensed under this Agreement, Licensed Products, Licensed Processes or information relating to any of the above. Notwithstanding any other provision of this Agreement to the contrary, Licensee shall not directly or indirectly import, export or reexport any technology described in the Licensed Patents, Licensed Products, Licensed Processes or information pertaining thereto to any country or foreign person to which such import, export or reexport is restricted or prohibited. If any country, government or any agency thereof requires an export license or other governmental approval at the time of import, export or reexport, Licensee shall obtain such license or approval before importing, exporting or reexporting any technology described in the Licensed Patents, Licensed Products, Licensed Processes or information pertaining thereto.

Licensee unconditionally accepts full responsibility for Licensee's compliance with these requirements.

(J) Language. This Agreement has been drawn up and shall be construed in accordance with the English language.

(K) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

**The undersigned hereby agree to the terms and conditions set forth herein and in any schedule or exhibit attached hereto as indicated by the signatures of their duly authorized representatives below.**

**Licensee:**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RSA Security Inc.:**

**Signed:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_