

## LICENSE AGREEMENT

Effective as of \_\_\_\_\_, (“Effective Date”), THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California (“STANFORD”), and \_\_\_\_\_, a \_\_\_\_\_ corporation having a principal place of business at \_\_\_\_\_, (“LICENSEE”), agree as follows:

### 1. **BACKGROUND**

STANFORD has an assignment of Secure Remote Password Authentication (“SRP”), developed by Thomas Wu, (“Invention[s]”), as described in Stanford Dockets S97-006, any Licensed Patent(s), as hereinafter defined, which may issue to such Invention(s), and any Software, as hereinafter defined, which was created for these Invention(s).

### 2. **DEFINITIONS**

2.1 “Licensed Patent(s)” means any Letters Patent issued upon STANFORD’s U.S. Patent Application, Serial Number 09/114,726, any foreign patents corresponding thereto, and/or any divisions, continuations, or reissue thereof.

2.2 “Software” means the source code to SRP3 , which will be provided to LICENSEE pursuant to this Agreement.

2.3 “Licensed Field of Use” means use of the Invention(s), Software and Licensed Patent(s) in Licensed Product(s) for implicit server authentication. By way of example, but not by limitation, RFC2945. The Licensed Field of Use specifically excludes use of the Invention(s), Software and Licensed Patent(s) machines and servers that deal with explicit bidirectional authentication (for example, SRP-Z for explicit server authentication). SOFTWARE may only be transferred under a Use Sublicense.

2.4 “Licensed Product(s)” means any product or part thereof in the Licensed Field of Use, the manufacture, use, or sale of which is covered by a valid claim of an issued, unexpired Licensed Patent(s) directed to the Invention(s) or is covered by any claim being prosecuted in a pending application directed to the Invention(s).

2.5 “Licensed Program(s)” means those computer programs developed by LICENSEE in the Licensed Field of Use, including manuals and related documentation, which include a material portion of, or which are derived from, Software.

2.6 “Use Sublicense(s)” means any agreement or arrangement between LICENSEE and any customer for the use of Licensed Program(s).

### **3. GRANT**

3.1 STANFORD hereby grants and LICENSEE hereby accepts a royalty-free, worldwide, non-exclusive license in the Licensed Field of Use to make, use, and sell Licensed Product(s).

3.2 STANFORD grants, and LICENSEE accepts

(a) A worldwide license to use, copy, modify, and distribute Software as part of the development of Licensed Program(s); and

(b) A worldwide license to grant Use Sublicense(s) to Software as part of Licensed Program(s) solely in the Licensed Field of Use.

3.3 The above license is non-exclusive in the Licensed Field of Use for a term commencing as of the Effective Date and ending on the Fifteenth Anniversary of the Effective Date, unless earlier terminated according to Article 11 herein.

3.4 LICENSEE agrees:

(a) To maintain the quality of Software and otherwise to do such things as are reasonably necessary for the protection and maintenance of the marks noted in Section 1.5 of the Agreement in connection with their use thereof; and

(b) To affix an appropriate notice of copyright to all copyrightable materials, and to do such things as are reasonable to protect and preserve STANFORD's rights in such copyrights.

STANFORD retains all intellectual property rights in Software provided to LICENSEE.

### **4. NEGATION OF WARRANTIES**

4.1 Nothing in this Agreement is or shall be construed as:

(a) A warranty or representation by STANFORD as to the validity or scope of any Licensed Patent(s);

(b) A warranty or representation 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;

(c) Conferring rights to use in advertising, publicity, or otherwise any trademark or the name of "STANFORD"; or

(d) Granting by implication, estoppel, or otherwise any licenses or rights under patents or other rights of STANFORD or other persons other than Licensed Patent(s), regardless of whether such patents or other rights are dominant or subordinate to any Licensed Patent(s).

4.2 Except as expressly set forth in this Agreement, STANFORD 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 Patent(s) or Software WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES.

## **5. INDEMNITY**

5.1 LICENSEE agrees to indemnify, hold harmless, and defend STANFORD, UCSF-Stanford Health Care and Stanford Hospitals and Clinics and their respective trustees, officers, employees, students, and agents against any and all claims for death, illness, personal injury, property damage, and improper business practices arising out of the use or other disposition of Invention(s), Licensed Patent(s), or Software by LICENSEE.

5.2 STANFORD shall not be liable for any indirect, special, consequential or other damages whatsoever, whether grounded in tort (including negligence), strict liability, contract or otherwise. STANFORD shall not have any responsibilities or liabilities whatsoever with respect to Licensed Patent(s) or Software.

## **6. TERMINATION**

6.1 LICENSEE may terminate this Agreement by giving STANFORD notice in writing at least thirty (30) days in advance of the effective date of termination selected by LICENSEE.

6.2 STANFORD may terminate this Agreement if LICENSEE is in breach of any provision hereof and LICENSEE fails to remedy any such default, breach, or false report within thirty (30) days after written notice thereof by STANFORD.

6.2 Surviving any termination or expiration are:

(a) Any cause of action or claim of LICENSEE or STANFORD, accrued or to accrue, because of any breach or default by the other party; and

(c) The provisions of Articles 4 and 5, and any other provisions that by their nature are intended to survive.

6.3 Concurrent with termination by either LICENSEE or STANFORD, LICENSEE agrees to return, or destroy, all copies of SOFTWARE in its possession.

## **7. MISCELLANEOUS**

7.1 Assignment: This Agreement may not be assigned.

7.2 Arbitration: Any controversy arising under or related to this Agreement shall be settled by arbitration in accordance with the Licensing Agreement Arbitration Rules of the American Arbitration Association.

7.3 Export: LICENSEE warrants that LICENSEE will not export or reexport SOFTWARE,

directly or indirectly, to any country except when such export or reexport is authorized in full compliance with the laws and regulations of the United States of America.

7.4 Stanford Names and Marks: LICENSEE agrees not to identify STANFORD in any promotional advertising or other promotional materials to be disseminated to the public.

7.5 Notices: All notices shall be deemed to have been fully given when done in writing and deposited in the United States mail, registered or certified, and addressed as follows:

To STANFORD: Office of Technology Licensing  
Stanford University  
1705 El Camino Real  
Palo Alto, CA 94306  
Attention: Director

To LICENSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Either party may change its address upon written notice to the other party.

7.6 Waivers: None of the terms, covenants, and conditions of this Agreement can be waived except by the written consent of the party waiving compliance.

7.7 Scope of the Agreement: This Agreement is the only Agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, documents, agreements, and representations.

7.8 Applicable Law: This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of California.

7.9 Electronic Copy. The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals by their duly authorized officers or representatives.

THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR  
UNIVERSITY

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

LICENSEE

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_