

THIS PATENT LICENSE AGREEMENT (the "Agreement") MADE BETWEEN:

**CERTICOM INC., a corporation organized under the laws of the Yukon Territory of Canada (called "Certicom")
whose U.S. address is: 25801 Industrial Blvd, Hayward, CA 94545, USA**

AND

_____ (called "Licensee")
whose address is: _____

WHEREAS

- A. Certicom owns all right, title and interest in and to the Patent Rights (as defined below);**
- B. Licensee desires to gain rights under the Patent Rights and to commercialize products and services covered by the Patent Rights in the Field of Use (as defined below); and**
- C. Certicom is willing to grant and Licensee accepts a licence under the Patent Rights restricted to the Field of Use in accordance with the terms and conditions set forth in this Agreement.**

IN CONSIDERATION of the preceding recitals and of the following terms, conditions, and promises, the Parties agree as follows:

1. DEFINITIONS IN THIS AGREEMENT

1.1. "Patent Rights" means:

- U.S.patent 5,933,504, any continuations, divisions, re-issues, re-examinations and extensions thereof and corresponding patents and applications in other countries.
- Any patent resulting from U.S. patent application 08/949,781, any continuations, divisions, re-issues, re-examinations and extensions thereof and corresponding patents and patent applications in other countries.
- Any other patent solely owned by Certicom that is essential to implement a cryptographic system within the field of use and having an effective filing date before May 17, 2006.

1.2. "Licensed Process" means any process covered by a claim of the Patent Rights or a claim of any other patent rights licensed under this Agreement. A Licensed Process also includes the provision of any service using a Licensed Product.

1.3. "Licensed Product" means any article, kit, equipment, system, unit, product or component part covered by a claim of the Patent Rights or a claim of any other patent rights licensed under this Agreement.

1.4. "Field of Use" means only:

- those secure e-mail methods using ephemeral static Diffie-Hellman as specified in section 12.3.1.1 of RFC 2630 (June 1999) and methods for preventing small subgroup attacks on ephemeral-static Diffie-Hellman as specified in RFC 2785 (March 2000) as set out in the specifications of the S-MIME working group and developments and derivatives thereof, excluding any implementation covered by any other area of these specifications; and
- Those secure certification methods to provide certificates for Diffie-Hellman public keys in accordance with section 7.3.2 of RFC 2459 (January 1999) as set out in the specifications of the PKIX working group and developments and derivatives thereof, excluding any implementation covered by any other area of these specifications.

More specifically, by way of example and without limiting the generality of the exclusions stated above, "Field of Use" does not include any elliptic curve implementations or Key Exchange Algorithm (KEA) implementations.

1.5. "Affiliate" is a corporation of which more than 20% of the voting shares are owned by a Party, or which owns more than 20% of the voting shares of a Party, or of which more than 50% of the voting shares are owned by another Affiliate or if it owns more than 50% of another Affiliate.

2. GRANT OF LICENCE

2.1. Grant: Certicom grants Licensee a world-wide, non-exclusive, royalty-free licence under the Patent Rights, to make, have made, use, sell, offer for sale and import Licensed Products for use within the Field of Use and to practice Licensed Processes in the Field of Use, subject to the following and to the terms and conditions outlined in this Agreement:

2.1.1. This Agreement is specific to the Field of Use and does not grant any rights to Patent Rights or any other patent rights except as specifically granted. A license to permit any other use of Patent Rights or any other patent rights owned or controlled by Certicom, whether solely or in combination with others, must be negotiated separately. Licensee is not licensed to have Licensed Products made or sold by or to have Licensed Processes practiced by agents of Licensee. The license granted in this Agreement is limited to the Field of Use, and the Parties agree that practice outside the Field of Use or supply of product for use outside the Field of Use or implementation of processes outside the Field of Use may be unlicensed, but does not constitute a breach of the Agreement.

2.2. Sub-licensing: Licensee may grant sub-license rights only as follows:

2.2.1. If a sub-licence is required for use of the Licensed Product or Process acquired by an end-user from Licensee, then Licensee may grant the end-user a sub-licence restricted to use of Licensed Product or Process only, provided that the Licensee notifies the sub licensee of the existence of this license and the terms and conditions, including the restricted Field of Use, under which the sublicense is granted. An acceptable form of such notice is

“ This product is licensed for use only in secure e-mail implementations in accordance section 12.3.1.1 of RFC 2630 and secure certification systems in accordance with section 7.3.2 of RFC 2459. It is not licensed for use with other implementations including without limitation elliptic curve or KEA implementations and any use outside of the licensed Field of Use may constitute infringement of patent rights owned by Certicom.”

Such notice may be included in written documentation accompanying tangible hardware or software products or embodied in viewable documentation accompanying electronically distributed products or processes. Such a sub-license to an end-user shall continue for the life of the Licensed Product or Process or the life of the Patent Rights or any other patent rights which are licensed hereunder, whichever is shorter. The end-user sub-license will continue despite early termination of this Agreement. An end-user shall not have the right to further sub-license any Patent Rights under this Agreement to any other third party.

2.2.2. Licensee may grant a sub-license to an Affiliate of Licensee provided that Licensee promptly gives written details to Certicom of the name and address of the Affiliate granted a sub-license. A sub-license granted to an Affiliate will terminate on termination of this Agreement or whenever the sub-licensee ceases to be an Affiliate.

2.3. Reciprocal Grant by Licensee: Licensee grants Certicom a world-wide, non-exclusive, royalty-free licence under all patent claims owned or acquired by Licensee, that are essential to implement cryptographic systems within the Field of Use, and having an effective filing date before May 17, 2006, to make, have made, use, sell, offer for sale and import Licensed Products and to practice Licensed Processes in the Field of Use, subject to the following and to the terms and conditions outlined in this Agreement:

2.3.1. This Agreement does not grant any rights to any patent rights except as specifically granted. A license to permit any other use of any patent rights other than as explicitly granted in this Agreement must be negotiated separately. Certicom is not licensed to have licensed Products made or sold by or to have Licensed Processes practiced by agents of Certicom. The license granted in this Agreement is limited to the Field of Use, and the Parties agree that practice outside the Field of Use may be unlicensed, but is not a breach of the Agreement.

2.4. Sub-licensing: Certicom may grant sub-license rights only as follows:

2.4.1. If a sub-license is required for use of the Licensed Product or Process acquired by an end-user from Certicom, then Certicom may grant the end user a sub-license restricted to the use of Licensed Product or Process only. Such a sub-license to an end-user shall continue for the life of the Licensed Product or Process or the life of the Patent Rights or any other patent rights which are licensed hereunder, whichever is shorter. The end-user sub-license will continue despite early termination of this Agreement. An end-user shall not have the right to further sub-license any Patent Rights under this Agreement to any other third party.

2.4.2. Certicom may grant a sub-license to an Affiliate of Certicom provided that Certicom promptly gives written details to Licensee of the name and address of the Affiliate granted a sub-license. A sub-license granted to an Affiliate will terminate on termination of this Agreement or whenever the sub-licensee ceases to be an Affiliate.

3. CONSIDERATION AND REPORTING

3.1. License Fees, Royalties and Taxes: This license is being granted on a royalty-free basis. The only consideration to Certicom for the license granted herein are the rights granted to Certicom under Sections 2.3 and 2.4, and Licensee and Sub-licensees promise to be bound by the terms of this Agreement.

4. MARKING OF PATENT RIGHTS

4.1. Patent Marking: The Licensee and any Sub-licensee will mark all Licensed Products in a manner consistent with their current patent marking practices for their own products provided appropriate notice is given under the relevant statutes. Where marking is to be performed but the Licensed Product cannot be marked, the patent notice shall be placed on associated tags, labels, packaging, or accompanying documentation either electronic or paper as appropriate. The obligations required of the Licensee and sublicensee shall be satisfied by including a notice, as may be updated from time to time, of the form:-

“Covered by one or more claims of Certicom’s U.S. Patent 5,933,504 with other applications and corresponding foreign applications pending.”

4.2. Reciprocal patent marking: Certicom will comply with the marking requirements of the Licensee in respect of those patents licensed to Certicom to the extent reasonably required by the relevant statutes but in any event no more onerous than the requirements of 4.1.

5. TECHNICAL ASSISTANCE

5.1 Effort, Costs and Payment: Certicom will not provide technical assistance to Licensee or sub-licensees relating to the use of Patent Rights.

6. PUBLICITY

6.1. Announcements: Licensee shall not make any public announcement regarding this Agreement or the terms thereof without the prior approval of Certicom.

6.2. Use of Certicom’s Name: Licensee may not use Certicom’s name, any abbreviations, words, or images that apparently refer to Certicom, or any trade name, trademark, or service mark owned by Certicom without the prior written consent of Certicom. Certicom will undertake in its reasonable discretion, if requested in writing by Licensee, to approve in advance any proposed use of its name. In the event Licensee inadvertently uses Certicom’s name or other marks without prior approval from Certicom, Licensee shall promptly notify

Certicom and shall use its best efforts to withdraw from circulation any written material containing such an unapproved use.

7. REPRESENTATIONS AND WARRANTIES

7.1. Representation of Ownership: Certicom represents that it owns all rights to the Patent Rights that are necessary for granting a licence pursuant to this Agreement.

7.2. Non-Warranty of Validity: Certicom does not warrant the validity of the Patent Rights and makes no representation as to their scope. Certicom disclaims any warranty of non-infringement of the rights of others under any present or future patent. Licensee does not warrant the validity of the patent rights licensed by it pursuant to this Agreement and makes no representation as to their scope. Licensee disclaims any warranty of non-infringement of the rights of others under any present or future patent.

8. INFRINGEMENT

8.1. Decision to Assert: Certicom reserves the right in its sole discretion to decide what actions to take in the event that either Licensee or Certicom identifies an infringement of the Patent Rights licensed under this Agreement. Certicom will be under no obligation to assert the Patent Rights against any alleged infringer. Licensee agrees that it shall not initiate any action against alleged infringers and shall not be entitled to recover damages for infringement from infringers.

9. LIMITATION OF LIABILITY

9.1. No Liability: Certicom shall not be responsible for any losses due to Licensee actions and accepts no liability for indirect or consequential damages whatsoever. For greater certainty, Certicom accepts no liability for direct, indirect or consequential damages whatsoever even if Certicom has been advised of the possibility of such damages, including, but not limited to, business interruption, lost business revenue, lost profits, failure to realize expected savings, economic loss, loss of data, loss of business opportunity or any claim against licensee by any other party.

9.2. Reciprocal limitation of Liability: Certicom agrees that Licensee shall not be responsible for any losses resulting from Certicom exercising the rights granted under 2.3, and Licensee shall have no liability for indirect or consequential damages due to exercising such rights.

10. DURATION AND TERMINATION

10.1. Effective Date and Duration: This Agreement shall become effective upon receipt by Certicom of a signed copy of this Agreement. The rights and obligations of this Agreement shall remain in effect until expiration of the last patent licensed under this Agreement, or termination by notice in accordance with the provisions of this Agreement.

10.2. Termination by Certicom: This Agreement, at the option of Certicom, may be terminated forthwith by Certicom if Licensee defaults or breaches any provision of this Agreement.

10.3. Reparations for Default or Breach: If, upon receipt of Certicom's notice of termination of this Agreement, Licensee cures the default or breach within thirty (30) days after notice is given, this Agreement shall continue in full force and effect.

11. GENERAL TERMS AND CONDITIONS

11.1. Prior Agreement: This Agreement supersedes all prior communications, negotiations and agreements, written or oral, concerning the same subject matter.

11.2. Entire Agreement: This Agreement represents the entire Agreement between the Parties as of the effective date hereof and may only be subsequently altered or modified by an instrument in writing, signed by the Parties, which expressly states the intention of affecting this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

11.3. Waiver: A failure by any of the Parties to assert rights arising from any breach or default of this Agreement shall not be regarded as a waiver of rights. No waiver or toleration implies any continuing or future waiver of rights.

11.4. Assignment: This Agreement and everything herein contained shall inure to the benefit of and be binding upon the successors and permitted assignees of the Parties hereto, but shall not be assigned, sub-licensed, transferred, conveyed, or encumbered by Licensee or Certicom except to the extent otherwise herein expressly provided. Certicom may assign this Agreement, without the prior consent of Licensee, to any successor to the business of Certicom or to an acquirer of all or substantially all of the assets of Certicom.

11.5. Addresses: Any notice contemplated by this Agreement, unless a different address is subsequently notified by one party to the other in writing, must be sent to the address stated at the beginning of this Agreement where the Parties are identified, either;

11.5.1. By registered mail and then it is deemed to be an effective notice five days after it is sent, or

11.5.2. By courier or facsimile, and then it is an effective notice only when acknowledged by an official receipt or a return facsimile transmission.

11.6. Choice of Law: This Agreement shall be interpreted according to the laws of the Province of Ontario in the country of Canada.

Signed by Licensee at the City of _____ this _____ of 20__.

_____ By: _____
Title: _____

Signed by Certicom at the City of Hayward, this _____ of 20__.
CERTICOM INC.

By: _____
Title: _____

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