License for Open Source Software Implementations of OCB

January 9, 2013

1   Definitions

1.1 "Licensor" means Phillip Rogaway.

1.2 "Licensed Patents" means any patent that claims priority to United States Patent Application No. 09/918,615 entitled "Method and Apparatus for Facilitating Efficient Authenticated Encryption," and any utility, divisional, provisional, continuation, continuations-in-part, reexamination, reissue, or foreign counterpart patents that may issue with respect to the aforesaid patent application. This includes, but is not limited to, United States Patent No. 7,046,802; United States Patent No. 7,200,227; United States Patent No. 7,949,129; United States Patent No. 8,321,675; and any patent that issues out of United States Patent Application No. 13/669,114.

1.3 "Use" means any practice of any invention claimed in the Licensed Patents.

1.4 "Software Implementation" means any practice of any invention claimed in the Licensed Patents that takes the form of software executing on a user-programmable, general-purpose computer or that takes the form of a computer-readable medium storing such software. Software Implementation does not include, for example, application-specific integrated circuits (ASICs), field-programmable gate arrays (FPGAs), embedded systems, or IP cores.

1.5 "Open Source Software" means software whose source code is published and made available for inspection and use by anyone because either (a) the source code is subject to a license that permits recipients to copy, modify, and distribute the source code without payment of fees or royalties, or (b) the source code is in the public domain, including code released for public use through a CC0 waiver. All licenses certified by the Open Source Initiative at opensource.org as of January 9, 2013 and all Creative Commons licenses identified on the creativecommons.org website as of January 9, 2013, including the Public License Fallback of the CC0 waiver, satisfy these requirements for the purposes of this license.

1.6 "Open Source Software Implementation" means a Software Implementation in which the software implicating the Licensed Patents is Open Source Software. Open Source Software Implementation does not include any Software Implementation in which the software implicating the Licensed Patents is combined, so as to form a larger program, with software that is not Open Source Software.

2   License Grant

2.1 License. Subject to your compliance with the terms of this license, including the restriction set forth in Section 2.2, Licensor hereby grants to you a perpetual, worldwide, non-exclusive, non-transferable, non-sublicenseable, no-charge,

royalty-free, irrevocable license to practice any invention claimed in the Licensed Patents in any Open Source Software Implementation.

2.2 Restriction.   If you or your affiliates institute patent litigation (including, but not limited to, a cross-claim or counterclaim in a lawsuit) against any entity alleging that any Use authorized by this license infringes another patent, then any rights granted to you under this license automatically terminate as of the date such litigation is filed.

3   Disclaimer

YOUR USE OF THE LICENSED PATENTS IS AT YOUR OWN RISK AND UNLESS REQUIRED BY APPLICABLE LAW, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE LICENSED PATENTS OR ANY PRODUCT EMBODYING ANY LICENSED PATENT, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING FROM OR RELATED TO ANY USE OF THE LICENSED PATENTS, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO SUCH AN OCCURRENCE.