



April 27, 2016

Colin Wallis, Executive Director
Kantara Initiative, Inc.
401 Edgewater Place
Wakefield, MA 01880

Dear Colin:

This letter agreement ("Agreement") sets forth the terms of our proposed license of SAML V2.0 Implementation Profile for Federation Interoperability (the "Work") to Kantara Initiative, Inc. ("Kantara").

As you know, the University Corporation for Advanced Internet Development d/b/a Internet2 ("Internet2"), which is the owner and operator of InCommon, LLC ("InCommon"), is the owner of all right, title, and interest in and to the Work, which was created by an InCommon working group pursuant to the Internet2 Intellectual Property Framework.

Internet2 hereby grants to Kantara a non-exclusive, royalty-free, sublicensable, worldwide license to use, display, reproduce, distribute, and make derivatives of, the Work for the Kantara Initiative's non-commercial purposes that are consistent with the goals, standards, and objectives of Internet2. Implementers of any of the Work obtain a non-exclusive, royalty-free, sublicensable, worldwide license to use, reproduce, make, have made, distribute and make derivatives. Any such derivatives shall be owned exclusively by Internet2, and shall be covered by the same terms as this Agreement.

Kantara shall always include, and shall cause its sublicensees to include, the following copyright notice on the Work:

SAML V2.0 Implementation Profile for Federation Interoperability © 2016 Internet2,
used under license. All rights reserved.

If Internet2 makes substantive updates to the Work and provides such updates to Kantara, Kantara shall make commercially reasonable efforts to use such updated version of the Work moving forward.

Kantara shall execute all such documents and do all such things as may be reasonably required for the purpose of giving effect to the rights granted under this Agreement and to demonstrate Internet2's ownership of the Work.

Internet2 may terminate this Agreement by providing written notice to Kantara if Kantara (or its sublicensee(s)) breaches the terms of this Agreement and such breach remains uncured for a period of 15-days.



This Agreement constitutes the entire understanding between the parties and supersedes all prior representations, agreements, writings, negotiations, and understandings with respect to the subject matter hereof. Furthermore, the invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision of this Agreement. No changes to this Agreement may take effect unless expressed in a writing signed by both Internet2 and Kantara.

If there ever is a dispute concerning this Agreement, the law of the State of New York will govern, except for its conflict of laws provisions; and any actions must be brought in a court of competent jurisdiction within the State of New York.

To accept this license, please sign in the place provided below and return the executed copy to me via email.

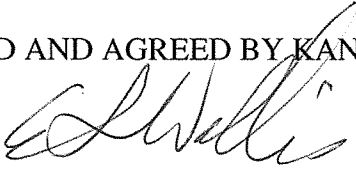
Very truly yours,

John S. Morabito, Esq.

UNIVERSITY CORPORATION FOR ADVANCED
INTERNET DEVELOPMENT

By: _____
Name: John S. Morabito
Title: Vice President, External Relations & General Counsel

ACCEPTED AND AGREED BY KANTARA INITIATIVE, INC.:

By: 
Name: COLIN WALLIS
Title: Executive Director