

## **WOLFSSL INC. LICENSE AND SUPPORT AGREEMENT**

1. **PARTIES TO THE LICENSE.** This WolfSSL Inc. License and Support Agreement (the “Agreement”) is between the customer set forth on the signature block of this Agreement (“Customer” or “you”) and WolfSSL Inc. (“WolfSSL”) and is effective as of the date signed by WolfSSL (the “Effective Date”).
2. **PRIOR AGREEMENTS AND LICENSES.** This Agreement amends and restates any prior license or services agreement between WolfSSL and Customer relating to any copy of yaSSL (yet another SSL), CyaSSL, or wolfCrypt (collectively, “Products”) prior to the Effective Date solely with respect to the Application Program (as defined below). Any additional or conflicting terms set forth in a Purchase or Sales Orders provided by you will be void and unenforceable.
3. **GENERAL LICENSE AND RESTRICTIONS.** Subject to the restrictions set forth herein and receipt of payment by WolfSSL, WolfSSL grants you a limited, perpetual (subject to Section 7), royalty-free, non-exclusive, nonassignable, nontransferable right (i) for the number of developers set forth on your sales order (“Developers”) to use and modify the Products in source code and object code form to develop the single application program set forth on your sales order (together with the Product, the “Application Program”) and (ii) distribute such Application Program (including any executable utilities or programs supplied by WolfSSL) in object code. The foregoing license is contingent upon your representation that the Application Program is not a cryptography library, SSL library, or an embeddable SSH which may compete with the Products. For the avoidance of doubt, a Developer includes any employee, consultant, or agent of Company who (i) modifies any aspect of the Application Program or (ii) links, compiles, or edits code using the Products. You agree to purchase additional licenses from WolfSSL in order to increase the number of Developers subject to this license or to use the Products to develop additional Application Programs.
4. **RESERVATION OF RIGHTS.** You must retain all copyright notices in the Application Program. The intellectual property and proprietary rights of whatever nature in Products and related documentation, including derivative works thereof, are and shall remain the exclusive property of WolfSSL or its suppliers, and nothing in this Agreement should be construed as transferring any aspects of such rights to Customer or any third party. WolfSSL and its suppliers reserve any and all rights not expressly granted in this Agreement. You may not sell, assign, sublicense, lease, or otherwise transfer any part of this license. You may state in the documentation for your Application Program that you used the Products to create your Application Program.
5. **CONFIDENTIAL INFORMATION.** Unless required by law, neither party shall disclose the terms of this Agreement or any information identified by the other party as confidential and disclosed pursuant to this Agreement without the prior written consent of the other party.
6. **INDEMNIFICATION.** You agree to indemnify, hold harmless, and defend WolfSSL, its directors, officers, agents, and suppliers, from any third party claims, including attorneys’ fees, that arise or result from the use or distribution of your Application Program, including any claim that your Application Program infringes the rights of third parties.
7. **TERM AND TERMINATION.** This Agreement will be in effect until terminated as set forth herein. You may terminate this Agreement at any time by providing WolfSSL with thirty (30) days written notice, provided that termination of this Agreement will not release you from your payment obligations to WolfSSL. WolfSSL may terminate this Agreement in the event WolfSSL reasonably believes that the Products may be subject to a claim of intellectual property infringement or trade secret misappropriation. This Agreement, including your right to use the Products under the license set forth herein, will terminate immediately if you infringe WolfSSL’s intellectual property rights or materially breach this Agreement and fail to cure such breach after thirty (30) days notice. Customer’s failure to make timely payments will be a material breach of this Agreement. Termination of this Agreement will not terminate the right of end users of the Application Program who received copies of the Application Program prior to the termination date.
8. **LIMITED WARRANTY.** WolfSSL warrants that the Product media will be free from defect for a period of 30 days from date of delivery. In the event the media does not conform to the foregoing warranty, you may return it to WolfSSL, or its authorized reseller, as applicable, and WolfSSL or its reseller will repair or replace it without charge. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, THE PRODUCTS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RISKS WITH RESPECT TO ACCURACY, ADEQUACY, QUALITY, RELIABILITY, AND PERFORMANCE OF THE PRODUCTS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHER RIGHTS, DIFFERENT FROM THE LIMITED WARRANTY PROVIDED BY WOLFSSL.
9. **CONSEQUENTIAL DAMAGES.** IN NO EVENT WILL WOLFSSL OR ITS SUPPLIERS HAVE ANY LIABILITY FOR CONSEQUENTIAL, RELIANCE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING

(WITHOUT LIMITATION) ANY LOST PROFIT, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **LIMITATION ON LIABILITY.** In no event will WolfSSL's cumulative liability for any claim arising in connection with this Agreement exceed the amount of the total fees paid to WolfSSL under this Agreement during the six (6) months preceding any such claim.
11. **TECHNICAL SUPPORT.** Provided that Customer has made timely payment for support fees due to WolfSSL, WolfSSL will provide technical support according to our standard technical support terms outlined at [yassl.com](http://yassl.com). Technical support includes updates but not upgrades to new versions. Technical support is further described at [yassl.com/](http://yassl.com/) (as such page may be updated from time to time). WolfSSL is not obligated to support modified Products.
12. **U.S. GOVERNMENT RESTRICTED RIGHTS.** WolfSSL software and documentation are provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in FAR 52.227-14(g)(3) and subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013. Contractor/manufacturer is WolfSSL Inc., 1627 W. Main St, Bozeman MT 59715 USA.
13. **SEVERABILITY.** Whenever possible, each provision of this Agreement must be interpreted so as to be valid under applicable law. If any provision is invalid, the remaining provisions remain enforceable.
14. **INTEGRATION.** This Agreement and the sales order provided by WolfSSL constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement.
15. **SURVIVAL.** The following sections will survive termination or expiration of this Agreement: 4, 5, 6, 7, 8, 9, 10, and 15.
16. **NOTICES.** Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), delivered by a nationally recognized express courier service with the ability to track shipments, or personally delivered to the other party at the address set forth in the signature block (or at such other address as either party may designate in writing to the other party). All notices will be effective upon receipt.
17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Washington, without regard to the conflict of laws provisions thereof. In no event shall either the United Nations Convention on Contracts for the International Sale of Goods or any adopted version of the Uniform Computer Information Transactions Act apply to, or govern, this Agreement. The parties agree to the exclusive venue and jurisdiction in the state and federal courts in Seattle, Washington. These provisions will survive the termination or expiration of this Agreement.

**WOLFSSL INC.**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Address for Notices:  
10016 Edmonds Way, Suite C-300  
Edmonds, WA 98020  
USA

**[CUSTOMER]**

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Address for Notices: