SQLCipher Software License Agreement

Please carefully read this License Agreement ("the Agreement"). Payment of applicable license fees and use of this Software indicates that you accept and agree to be bound by the Agreement. You further warrant that you are able to enter into binding contracts on your own behalf or are authorized to enter into contracts on behalf of the company that you represent.

1. Definitions

"We", "us", and "our" means Zetetic LLC.

"You", "your", and "customer" means the company or individual that is being licensed to use the Software.

The "Software" means the SQLCipher Commercial Edition Distribution for a specific Platform, including but not limited to the SQLCipher ADO.NET Adapter, SQLCipher C/C++ .DLL for Windows, SQLCipher Static Library for iOS, SQLCipher Static Library for Mac OS X, SQLCipher for Xamarin.iOS, and SQLCipher for Xamarin.Android.

"Platform" means a combination of software development environment and computer operating system for which the Software is made available.

"Developer User" means any individual person or computer system that meets one or more of the following criteria:

1. they build, compile, assemble, test or otherwise cause to be executed any application programs that rely on the Software as a component,
2. they use or execute any bundled standalone Software programs for development, testing, or support purposes,
3. they package or otherwise prepare Software components for redistribution as part of another program or application, or
4. they have possession of any Software resources or files for any purposes other than archiving.

"End User" means the person or company that will be the final recipient and licensee of your executable application that incorporates our Software as a component.

2. Paid License Grant

You must purchase one license seat per Platform for each Developer User of the Software, and promptly purchase additional licenses if the number of Developer Users changes.

Subject to the terms of this Agreement and payment in full of fees due, we hereby grant you a non-exclusive, non-transferable, limited license to:

1. Use the Software for internal development of your own applications; and
2. Redistribute the software to your End Users on a royalty-free basis, provided that your redistribution of the Software meets all of the following criteria:
    1. The Software is distributed in binary object code form only
    2. The Software is made available solely as an integrated supporting component of your executable applications and not as part of a reusable software library, and
    3. The Software is not distributed for standalone use.

You may make copies of the Software for backup and archival purposes, provided that the original and any copies are kept in your possession and that your use of the Software does not exceed the license grant.

3. Trial License Grant

We may, at our discretion, make the Software available on a free trial basis for the purpose of evaluating the Software before purchasing paid licenses. Subject to the terms of this Agreement, a trial license confers a non-exclusive, non-transferable, limited license to use the Software for internal development and evaluation purposes in a single program or application for a period not to exceed fifteen (15) calendar days. You are explicitly prohibited from redistributing the Software, allowing access to End Users, or removing or modifying any trial indicators, notifications, or markings.

If you decide not to purchase a paid license this Agreement will terminate in accordance with section 10 upon completion of the trial period.

4. Title

We remain the owner of all right, title and interest in the Software, intellectual property, and related written materials. No right, title or interest in the Software or other intellectual property is granted by this Agreement.

5. Restrictions

The Software is protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material.

This agreement specifically prohibits you from:

1. Copying or otherwise reproducing the Documentation
2. Copying the Software, except to make it available to licensed Developer Users or for archival purposes
3. Permitting third parties to use the Software except according to the license grant herein
4. Reverse engineering, decompiling, or disassembling the Software
5. Modifying or creating derivative works of the Software
6. Sub-licensing, renting, leasing, lending, or reselling any portion of the Software or Documentation
7. Transferring your rights to use the Software and Documentation to another person or company
8. Redistributing or otherwise making the Software available in any manner to any third party, except when it is included as a component supporting the distribution of your own executable applications
9. Creating, or causing to be created, any programs or libraries that perform or provide the same or similar functionality as the Software
10. Removing or modifying any program markings or any notice of our proprietary rights
11. Disclosing the results of any program benchmark tests or security testing without our prior consent
12. Using our names, trademarks, or logos

6. Warranty

The Software itself is provided "as is" without warranty of any kind. We further disclaim any and all implied warranties or conditions, including any implied warranty of title, non-infringement, merchantability or fitness for a particular purpose, regardless of whether we know or had reason to know of your particular needs. No employee, agent, dealer or distributor of ours is authorized to modify this limited warranty, nor to make any additional warranties.

7. Limited Remedy

In no event will we be liable to you for any damages, including any lost profits, lost revenue, lost savings, lost data or data use, or other incidental, special, punitive or consequential damages arising from the use of, or

the inability to use, the Software (even if we or an authorized dealer or distributor has been advised of the possibility of these damages) or for any claim by any other party, whether in an action in contract or tort.

Our entire liability for damages hereunder shall in no event exceed the applicable amount you paid to us for your license to use the Software. You shall indemnify us against all claims, liabilities and costs, including reasonable attorney fees, of defending any third party claim or suit arising out of or in connection with licensing of Software under this Agreement.

8. Third Party Components

The Software may include Third Party components that are distributed under other licenses and are not considered part of our Software for the purposes of this Agreement. Your rights and obligations for such components are defined by the applicable software license. By using the Software you are responsible for compliance with the terms of all Third Party component licenses, including requirements for acknowledgement, copyright statements, or limitations on distribution. A list of Third Party components and licenses is available at http://sqlcipher.net/license.

9. Support and Updates

We will not be responsible for providing technical support, phone support, or updates to you for the programs licensed under this agreement, except as otherwise agreed to in writing under a separate support Agreement.

Unless otherwise agreed upon, each license purchase will entitle the license holder to free upgrades, upon request, for 6 months following the initial purchase date.

10. Term and Termination

This license agreement takes effect upon your first use of the Software or payment of applicable fees and remains effective until terminated. You may terminate it at any time by destroying all copies of the Software and Documentation in your possession and notifying us of your termination. If you breach this Agreement or otherwise fail to comply with any term or condition we may terminate this Agreement upon written notice to you.

Upon termination of this Agreement you agree to immediately cease use of the Software and destroy all copies of the Software and Documentation in your possession. Sections 4, 5, 6, 7, 10, 11, 12, 13, 14, and 15 will survive termination of this Agreement.

11. Confidentiality

The Software contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. Any use or disclosure of the Software, or of its algorithms, protocols, or interfaces, other than in strict accordance with this license agreement, may be actionable as a violation of our rights.

12. Communication

You agree to allow us to contact you via email, telephone, or postal mail for the purposes of advertising, announcing new products and updates, or informing you of critical security or functionality updates to the software you already use.

13. Right of Reference

You grant us the right to use your name, the name of your company, applicable logos, and associated trademarks in promotional materials that indicate that you use the Software. You further agree to grant us the right to quote and publish excerpts from your communications with us for the purposes of advertising or providing references to other prospective customers.

14. Export Compliance

You understand that the Software contains cryptographic functions that may be subject to export restrictions, and you represent and warrant that you are not located in a country that is subject to United States export restriction or embargo, including Cuba, Iran, North Korea, Sudan, or Syria, and that you are not on the Department of Commerce list of Denied Persons, Unverified Parties, or affiliated with a Restricted Entity.

With respect to distribution of Software to Developer Users and redistribution to End Users:

1. You agree to comply with all export, re-export and import restrictions and regulations of the Department of Commerce or other agency or authority of the United States or other applicable countries.
2. You agree not to transfer, or authorize the transfer of, directly or indirectly, the Software to any prohibited country, including Cuba, Iran, North Korea, Sudan, or Syria, or to any person or organization on or affiliated with the Department of Commerce lists of Denied Persons, Unverified Parties or Restricted Entities, or otherwise in violation of any such restrictions or regulations.
3. You understand that redistribution of Software as a component of your application makes it subject to export restrictions that may require registration or classification with government agencies in the United States and other countries.
4. You are solely responsible for your application export compliance and agree to fully satisfy the regulations any country or regulatory body may impose concerning the distribution of cryptographic software.

Failure to comply with this section is a material breach of this Agreement.

15. General Provisions

1. This written license agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any prior purchase order, communication, advertising or representation concerning the Software.
2. This license agreement may not be modified, except in writing by the agreement of both parties.
3. In the event of litigation between you and us concerning the Software or Documentation, the prevailing party in the litigation will be entitled to recover reasonable attorney fees and expenses from the other party.
4. This license agreement is governed by the laws of the State of New Jersey, United States of America. You agree to submit to the exclusive jurisdiction of, and venue in, the courts of New Jersey in any dispute arising out of or relating to this agreement.
5. We reserve the right to audit your use of the Software for compliance with these terms. You agree to allow us, or our authorized representatives, any and all access to verify the proper use of this software in accordance with the license terms.
6. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.