

**WOLFSSL INC.
LICENSE AGREEMENT**

1. **PARTIES.** This WolfSSL, Inc. License 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 set forth on the WolfSSL Order Form (“Order Form”) signed by Customer (the “Effective Date”).
2. **PRIOR LICENSE AGREEMENTS.** This Agreement amends and restates any prior agreement between WolfSSL and Customer with respect to the WolfSSL products set forth on the Order Form (“Products”) prior to the Effective Date solely with respect to the Combined Program (as defined below).
3. **GENERAL LICENSE AND RESTRICTIONS.** Subject to the restrictions set forth herein and receipt of payment by WolfSSL of the fees set forth on the Order Form, WolfSSL grants you a limited, perpetual (unless the Order Form specifies that your license is provided on a subscription basis), royalty-free, non-exclusive, non-assignable, nontransferable license (i) for the number of developers set forth on your Order Form (“Developers”) to use and modify the Products in source code and object code form to integrate the Product with the application program set forth on the Order Form (the “Program,” and together with the Product, the “Combined Program”) and (ii) distribute such Combined Program in object code. The foregoing license is contingent upon your representation that the Combined 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 Customer who (i) modifies any aspect of the Combined Program or (ii) links, compiles, or edits code using the Products. You agree to purchase additional licenses from WolfSSL to increase the number of Developers subject to this license or to use the Products to develop additional Combined Programs.
4. **RESERVATION OF RIGHTS.** You must retain all copyright notices for the Products in the Combined Program. The intellectual property and proprietary rights of whatever nature in Products and related documentation, including derivative works thereof, are and will 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 or the Agreement. The foregoing precludes any transfer via change of control of Customer. You may state in the documentation for the Combined Program that you used the Products to create the Combined Program. For the avoidance of doubt, as between you and WolfSSL, you retain all right, title, and interest in and to your Program and all derivative works thereof.
5. **CONFIDENTIAL INFORMATION.** Either party may disclose confidential information to the other party related to this Agreement. “Confidential Information” means information that is marked or identified as confidential or would otherwise be understood to be confidential by a reasonable person. Each party acknowledges that it acquires only the right to use the other party's Confidential Information under the terms and conditions of this Agreement and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, for a period of 3 years from receipt; provided that, to the extent the Confidential Information constitutes a trade secret under applicable law, the receiving party agrees to protect such information for so long as it qualifies as a trade secret. Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively “Representatives”) having a need to know such Confidential Information for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreement to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of this Section 5. In the event that a party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, that party will use commercially reasonable efforts to notify the other party of the required disclosure.
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 the Combined Program. Subject to the terms of this Section 6, WolfSSL will, at its own expense, defend Customer from and

against any and all allegations, threats, claims, suits, and proceedings brought by third parties alleging that the Products, as provided by WolfSSL and used in accordance with this Agreement, infringe such third party's copyrights or trademarks, or misappropriate such third party's trade secrets (collectively "IP Claims") and will indemnify Customer from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) to the extent based upon such an IP Claim, provided that you give WolfSSL prompt notice of any such IP Claim, exclusive control over the settlement of such IP Claim, and reasonable assistance, at WolfSSL's expense, in the defense of such IP Claim. Notwithstanding the foregoing, in no event will WolfSSL have any obligation or liability with respect to claims arising from your use of the Product not in accordance with the documentation, combination of the Product with any third party hardware, software, or data, modifications of the Product made by a party other than WolfSSL, or continued use of the Products after receiving notice to cease use due to an infringement claim. In the event of an IP Claim, or if WolfSSL believes an IP Claim is likely, WolfSSL may (1) obtain a license that will allow the Customer to continue to use the Products, (2) modify the Products to render them non-infringing, (3) replace the Product, or (4) terminate the licenses set forth herein. THIS SECTION 6 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WOLFSSL'S SOLE AND EXCLUSIVE OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

7. **TERM AND TERMINATION.** This Agreement will be in effect from the Effective Date unless terminated as set forth herein, provided that for subscription licenses, this Agreement will be in effect from the Effective Date until the expiration of the subscription term set forth on the Order Form. You may terminate this Agreement at any time by providing WolfSSL with thirty (30) days written notice to WolfSSL, 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 30 days' notice from WolfSSL. Your 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 Combined Program who received copies of the Combined 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 AND ANY APPLICABLE SUPPORT ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, 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. **LIMITATION ON LIABILITY.** 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. 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 TWELVE (12) MONTHS PRECEDING ANY SUCH CLAIM.
10. **TECHNICAL SUPPORT.** Provided that Customer elects to receive annual technical support and makes timely payment therefor in accordance with the Order Form, WolfSSL will provide technical support according to the technical support terms set forth at <https://www.wolfssl.com/products/support-packages/>. Technical support includes updates to the version of the Products licensed by you and set forth on the Order Form, and does not include upgrades to new versions. WolfSSL is not obligated to support modified Products.
11. **U.S. GOVERNMENT RESTRICTED RIGHTS.** If the Products are acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD)), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily

provided to the public as set forth in this Agreement. If acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this Agreement. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative or Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as defined in this Agreement.

12. **SURVIVAL.** The following sections will survive termination or expiration of this Agreement: 4 - 9, and 11 - 15.
13. **NOTICES.** Unless otherwise specified in this Agreement, all notices will be in writing and will 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.
14. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of Washington, without regard to the conflict of laws provisions thereof. In no event will 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.
15. **ENTIRE AGREEMENT.** This Agreement, together with applicable Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency between the provisions of this Agreement and an Order Form, the terms of such Order Form will govern and prevail. A waiver of any breach under this Agreement does not constitute a waiver of any other breach or future breach. Notwithstanding any language to the contrary therein no terms or conditions stated in a purchase order or other order documentation submitted by Customer (excluding Order Forms) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

WOLFSSL INC.

CUSTOMER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Address for Notices: