

HsCipherSDK C Source Library Company Source Code License Agreement

Hillstone Software is willing to license ***HsCipherSDK C Source Library*** to you only upon the condition that you accept all the terms of this license.

1. Definitions.

This license defines and uses the following terms:

1.1. The Software – HsCipherSDK C Source Library source code and binary (machine-executable) code in electronic, printed or other form that can be distributed and/or used, accompanying documentation, graphical materials including diagrams, block-schemes, logos, graphic art, sample code in electronic or printed form, batch scripts and configuration files, used to use and/or distribute HsCipherSDK C Source Library in parts or in whole.

1.2. Licensee - a company or individual who is given the right to use and/or distribute HsCipherSDK C Source Library according to this license.

1.3. Licenser - Hillstone Software in whole represented by Hillstone Software principal officer.

1.4. Third-parties - companies and individuals that are separate legal entities and not part of the Licensee.

2. Scope of use.

2.1. This license is applied to use of The Software by any Licensee that has purchased a license, i.e. paid a license fee as defined by Hillstone Software and agreed to the terms of this license.

3. Terms of use.

3.1 The Licensee shall receive from Hillstone Software the full source code, project build environment, binary .lib and .exe files and documentation constituting HsCipherSDK C Source Library.

3.2. This license grants the Licensee non-exclusive, non-transferable, royalty-free right to install and use The Software in software development, production and deployment according to the terms of this license.

3.3 This license grants the Licensee royalty-free right to modify, re-compile, re-release The Software source code and make derivative works from The Software.

3.4. This license grants the Licensee the right to re-distribute The Software as part of company products in any form and / or to use the Software both within and outside the Company.

3.5. This license grants unlimited number of software developers within the Licensee company to work with and use The Software.

4. Intellectual Property and Patents

4.1 To the best of knowledge of Hillstone Software executive officers, HsCipherSDK C Source Library does not infringe on any existing patents.

4.2 Hillstone Software warrants that it is the sole owner of the Intellectual Property associated with the software and that it is acting fully within its legal powers in licensing this software to third parties.

5. Warranty and Disclaimer.

5.1. The Software is provided by the Licenser 'As Is'.

5.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LICENSER DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THE LICENSER DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR WILL OPERATE WITHOUT INTERRUPTION. THE ENTIRE RISK ARISING OUT OF THE USE OR PERFORMANCE OF THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS REMAINS WITH THE LICENSEE. THIS LIMITED WARRANTY GIVES THE LICENSEE SPECIFIC LEGAL RIGHTS. THE LICENSEE MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

5.3. IN NO EVENT SHALL THE LICENSER BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT

LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

5.4. Recognizing the importance of The Software to the Licensee, the Licensor will attempt to fix the errors discovered in The Software given that such errors are not caused by malfunctioning of the operating environment, hardware and software errors of third-party components and by improper use or impossibility to use of The Software.

6. Governing law.

6.1. This license will be governed by the laws of The Republic of Ireland. Should you have any questions regarding this license, you may contact the Licensor by writing to Hillstone Software, 36 Wheatfield Grove, Dublin 22, The Republic of Ireland.

7. General Provisions.

7.1. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the license, which shall remain valid and enforceable according to its terms.

7.2. The license shall not prejudice the statutory rights of any party dealing as a consumer.

7.3. The license may only be modified by a writing signed by the principal officer of Hillstone Software.

7.4. Updates may be licensed to the Licensee by the Licensor with additional or different terms.

7.5. This is the entire agreement between the Licensor and the Licensee relating to The Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to The Software.