

SQLCipher Commercial Edition

Software License Agreement



Prepared by Zetetic LLC
Version 11
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Please carefully read this License Agreement ("Agreement"). Payment of applicable fees and use of the Software indicates that you accept and agree to be bound by this Agreement. You further warrant and represent that you are able to enter into binding contracts on your own behalf or are authorized to enter into binding contracts on behalf of the company that you represent.

1. Definitions

"Application" means a standalone executable software program created by Developer Users and distributed by you to End Users that is used to carry out specific processes or operations. Applications do not include operating systems, other system software, or software libraries.

"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.

"Documentation" means any written materials we may provide to you for the purposes of providing information about the Software, configuring the Software, or communicating about the Software.

"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.

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

"Software" means the SQLCipher Commercial Edition Distribution for one or more specific Platforms, for example, SQLCipher for Windows.

"Support Contact" means a licensed Developer User in your organization whom you have selected to act as an authorized point of contact with us for support issues.

"Support Subscription" is a periodic support and Software maintenance subscription that provides your Support Contacts with support and periodic updates for licensed Software.

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

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

2. Paid License Grant

Each license seat is valid for one Platform and one Developer User of the Software on that platform. 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. You agree to notify us immediately of additional license requirements if the number of Developer Users increases. We reserve the right to adjust per-developer pricing at any time.

Subject to the terms of this Agreement and payment in full of fees due by you, we hereby grant you a revocable, non-exclusive, non-assignable, non-transferable limited license in accordance with the immediately preceding paragraph 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:
 - a. The Software is distributed in binary object code form only;
 - b. The Software is made available solely as an integrated supporting component of your executable applications;
 - c. The Software is not included as part of any reusable software library, developer tool, or API that is sold or otherwise distributed to third party developers or used in third party applications; and
 - d. 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 as specified herein.

3. Title

We remain the owner of all right, title and interest in the Software, intellectual property (whether or not registered), and related written materials. We grant to you a revocable, non-exclusive, non-assignable, non-transferable limited license to use the Software in accordance with the terms of this Agreement. No other right, title or interest in the Software, explanatory Documentation, source code, related materials, or other intellectual property is granted by this Agreement. This Agreement does not constitute a work for hire. All goodwill and intellectual property that may be generated, created or produced by You in relation to or in connection with the Software, explanatory Documentation, source code, and/or related materials ("Generated IP"), but excluding any Applications, shall belong to Zetetic LLC and in

consideration of the rights granted to Customer in this Agreement, Customer hereby assigns to Zetetic LLC, with full title guarantee, all Generated IP.

4. Restrictions and Responsibilities

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

By accepting this Agreement, you agree not to do any of the following:

1. Copy or otherwise reproduce the Documentation;
2. Copy the Software, except to make it available to licensed Developer Users or for archival purposes;
3. Permit third parties to use the Software other than permitted use of a program or an application by End Users specifically permitted hereunder;
4. Reverse engineer, decompile, or disassemble the Software or any portion of the Software;
5. Modify or create derivative works of the Software;
6. Sub-license, rent, lease, lend, or resell any portion of the Software or Documentation;
7. Transfer your rights to use the Software and Documentation to another person or company;
8. Redistribute or otherwise make the Software available in any manner to any third party, other than as permitted in a program or application in strict accordance with this Agreement;
9. Create, or cause to be created, any programs or libraries that perform or provide the same or similar functionality as the Software;
10. Remove or modify any program markings or any notice of our proprietary rights;
11. Disclose the results of any program benchmark tests or security testing that involves the Software without our prior consent; and
12. Use our names, trademarks, or logos

Under this agreement, you agree to:

1. Distribute Software solely as component in your own Applications.
2. Restrict access to Software to authorized Developer Users and ensure it is used for development only with your Applications.
3. Maintain and enforce license compliance and attribution according to the terms of applicable Software licenses.
4. Provide technical support and troubleshooting to Application End Users via your own existing support channels.
5. Explicitly credit us as the author and maintainer of Software in any announcements, documentation, etc. that specifically refer to Software.

5. No 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.

6. 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 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 during the 30 days prior to the date a claim is first asserted. 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.

7. 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 for such component. 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 upon request or by visiting <https://www.zetetic.net/sqlcipher/license>. Notwithstanding the foregoing, Zetetic may also include certain third-party libraries as integrated components of the Licensed Software, provided that such libraries are used under license by Zetetic and are necessary for the functionality of the Licensed Software. Zetetic represents and warrants that it has obtained all necessary rights and licenses to include such third-party libraries in the Licensed Software, and that the inclusion of such libraries does not violate the terms of any third-party license or infringe upon any third-party intellectual property rights.

8. Support and Maintenance

We will not be responsible for providing technical support or Software updates

under this agreement, except through a Support Subscription, which must be purchased separately.

To be eligible for technical support and Software updates, you must purchase one Support Subscription per Platform for each Developer User of the Software, and promptly purchase additional Support Subscriptions if the number of Developer Users changes. All Developer Users must have an active Support Subscription in order for any Developer Users to be eligible to receive technical support and Software updates. You agree to notify us immediately of additional Support Subscription requirements if the number of Developer Users increases. Zetetic reserves the right to adjust per-developer Support Subscription pricing at any time.

A Support Subscription, and payment of associated annual recurring fees, will entitle licensed Developer Users to receive the following direct support from us via email during the subscription term:

1. Answers to technical inquiries about the Software
2. Implementation guidance on integration of Software into Applications
3. Troubleshooting and analyzing reported issues related to the Software
4. Remediation of identified defects, with resolutions being included in available Software releases whenever possible
5. Software updates upon request

In the event that you have a Support Subscription, we will handle and treat such support requests with higher priority, as compared to comparable requests made via public channels for open source versions of the Software.

Before contacting us, you agree to work to resolve the problem if it is not clearly related to a defect in the Software. Such efforts may include installation, configuration, usage support, ongoing maintenance, problem isolation and any investigation to define, isolate, reproduce and resolve problems.

Requests for support pursuant to an active Support Subscription shall be initiated by contacting support@zetetic.net or <http://zetetic.net/contact>. Email communications can be secured using PGP/GPG upon request.

We will acknowledge and respond to support communications promptly during regular business hours. Initial response times will vary based on factors including the time the request is initiated, the severity of the reported issue and availability of support resources. We do not guarantee a specific response time. Upon acknowledgement of an issue, we will provide assistance with the identification and remediation of issues in the Software if required to do so in accordance with our support obligations hereunder. We will use commercially reasonable efforts to provide Support for the Software, subject to the following limitations:

1. A Support Subscription does not create or imply any additional warranty for the Software. We remain the owner of all right, title and interest in the Software, intellectual property, related written materials, communications and code developed by us during the support term.
2. Even if we, in our sole discretion, agree to provide guidance on application implementation, integration and design, we will not be responsible for development of Application code or for performance of the Applications or your software.
3. We will provide assistance with the identification and remediation of issues in the Software; however, we do not guarantee the resolution of issues reported under a Support Subscription.
4. We reserve the right to limit total Support time expended under related to issues raised by your Developer Users across all Support Subscriptions to a total of fifteen (15) hours within each annual term. Issues related to the Software that we independently identify will not count towards this limit.
5. We reserve the right to limit or preclude at our sole discretion our out-of-pocket costs for providing support.
6. Under no circumstances will we be responsible for providing technical support to users of your software or any third party.

9. Term and Termination

This license agreement takes effect upon the execution of this Agreement, first use of the Software, or payment of fees required to be paid under this Agreement, whichever shall occur first, and remains in effect until terminated pursuant to the terms hereof.

You may terminate it at any time by destroying all copies of the Software and Documentation in your possession, notifying us of your termination, and paying all outstanding subscription fees due.

The term of each Annual Support Subscription under this Agreement shall be one (1) year from the effective date and will automatically renew each year on the anniversary of the effective date unless either party provides written notice at least 30 days prior to the Renewal Date with intent to terminate the Support Subscription.

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. We further reserve the right to immediately terminate this Agreement and all associated services if we determine, in our sole discretion, that you are abusing the Software, or for non-payment of any fees due pursuant to this Agreement. In the event of termination for breach of this Agreement, abuse of the Software, or non-payment, you will not be entitled to any refund of amounts paid.

Upon termination of this Agreement for any reason, all of your rights and licenses with respect to the Software shall terminate and you agree to immediately cease use of the Software and destroy all copies of the Software and Documentation in your possession.

Sections 3 (Title), 4 (Restrictions), 5 (No Warranty), 6 (Limited Remedy), 7 (Third Party Components), 8 (Support and Maintenance), 10 (Confidentiality), 11 (Communication), 12 (Right of Reference), 13 (Export Compliance), 14 (General Provisions) and 16 (Relationship) will survive termination of this Agreement.

10. 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.

11. 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.

12. 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.

13. Export Compliance

You understand that the Software may contain 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.

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. You also 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.

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

14. General Provisions

1. This written license Agreement is the exclusive agreement between you and us concerning the Software and Documentation and supersedes any purchase order, communication, advertising, representation, or any standard terms and conditions issued by Customer, resellers, or other third parties, including those in purchase orders or similar documents. No terms or conditions from such documents shall modify or add to the terms of this Agreement, and any such terms or conditions are hereby expressly rejected and deemed null and void.
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. *EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.*
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.
7. The failure of either party at any time or times to enforce any provision of this Agreement shall in no way be construed as a waiver of such provision and shall not affect that party's right at a later time to enforce each and every such provision.
8. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.
9. Customer acknowledges that Zetetic LLC is at all times an independent contractor and that Customer's relationship with Zetetic LLC is not one of principal and agent nor employer and employee.

15. Fees

The Software license fee is charged per Platform per Developer User. The annual Support Subscription fee charged per year per Developer User, with the first payment due upon execution of the Agreement, and subsequent payments due upon each anniversary of the Agreement effective date.

16. Relationship.

The parties hereto acknowledge and agree that no party, other than the Customer, has any relationship with Zetetic, LLC pursuant to this Agreement. Zetetic, LLC shall have no obligation to any party other than Customer. Customer shall not represent to any other party that such party has any relationship with Zetetic, LLC or that Zetetic, LLC has any obligations with regards to such party. Customer acknowledges and agrees that it shall be solely responsible for its data security and that in the event of a data breach whereby personal private information is exposed or may have been exposed, Customer shall bare the sole responsibility and cost to comply with any state or federal data protection laws including but not limited to notice and damage requirements stemming from the use of the Software.

18. Authorization

Payment of applicable fees and use of the Software indicates that you accept and agree to be bound by this Agreement.

Customer: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Zetetic, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____