ATTACHMENT A - YUBICO

The terms & conditions of this Attachment shall be incorporated into each contract between Yubico and Ordering Activity for the purchase and sale of the Product, and shall govern each such purchase and sale and the use of the Product and Service.

As used herein, "**Yubico**" means the Yubico entity, Yubico, Inc., that supplied the Product to Ordering Activity, "**Product**" means YubiKey or YubiHSM, as applicable, and "**Service**" means the YubiCloud one-time password validation service.

A. Limited Warranty. Yubico warrants that the Product will be free from defects in material and workmanship for a period of one (1) year from the date of delivery to the original purchaser (the "**Warranty Period**"). If a defect in material or workmanship arises within the Product during the Warranty Period and the Product is returned to Yubico within the Warranty Period, Yubico will, at its sole option and subject to applicable laws: (a) repair or replace any defective Product with a new or refurbished product; or (b) refund the original purchase price of the Product. The Warranty Period for any repaired or replacement Product will persist for the longer of the remainder of the original one (1) year Warranty Period or ninety (90) days from the date the repaired or replacement product is shipped to the user. This Paragraph A sets forth Yubico's sole obligation and Ordering Activity's sole remedy for any breach of the Limited Warranty.

B. Restrictions. The Limited Warranty extends only to the original purchaser of the Product and is non-transferrable. The Limited Warranty does NOT apply to a Product that: (a) is altered or modified, other than by Yubico; (b) is not maintained in a normal and customary fashion or is operated outside of Yubico's recommended guidelines; (c) has been subjected to abnormal physical or electrical stress, misuse, negligence or accident; (d) has had its original serial number altered or removed, other than as a result of normal wear and tear; or (e) Yubico has provided free of charge. In no event does Yubico warrant that the Product is error free, will operate properly or at all in all computer environments and configurations, or that Ordering Activity will be able to operate the Product without problems or interruptions. Yubico does not warrant that the Product or any equipment, system or network on which the Product is used will be free of vulnerability to intrusion or attack.

C. Grant of License. The Product may contain certain object code software deployed onto its secure hardware prior to delivery to the user ("**Firmware**") and/or provided separately for use with the Product ("**Driver Code**") ("collectively, "**Software**"). Yubico grants Ordering Activity a personal, non-exclusive, non-sublicensable, non-assignable and non-transferable license to use the Software solely as part of Ordering Activity's use of the Product and in accordance with the terms and conditions of this Attachment. Ordering Activity may use the Firmware only as originally deployed onto the Product. Ordering Activity may not separate the Firmware from the remainder of Product or use the Software on another device. Ordering Activity may not distribute, license, sell, rent, or otherwise provide the Software to third parties. Ordering Activity acknowledges that the Software may have bugs or security vulnerabilities and that in no event does Yubico warrant that the Software is error-free or that the Software or the Product as a whole is free of all possible security vulnerabilities.

D. Rights Protection. The Software is licensed not sold. All title to the Software and other Yubico intellectual property rights related to the Software such as, but not limited to, copyright, trade secrets, patents, trademarks and service marks, shall at all times remain with Yubico and its licensors as applicable. Ordering Activity agrees that the techniques, ideas, algorithms, design, concepts, code, and processes contained or enabled in the Product constitute Yubico's intellectual property rights and are subject to confidentiality protection. As such, Ordering Activity agrees not to reverse engineer, disassemble or decompile, or otherwise attempt to derive the source code for, or perform cryptographic analysis upon, the Product to the extent this restriction is permitted by law.

E. Compliance with Laws. In connection with the use and transport of the Product, including the Software, Ordering Activity shall comply with all applicable export, import, and other relevant laws. Determination of the applicable law is Ordering Activity's responsibility. Ordering Activity acknowledges and understand that the Product, including the Software, is cryptographic in nature and that it therefore is highly regulated. Ordering Activity is strictly prohibited from exporting, re-

exporting or importing the Product and/or Software, regardless of method, without first complying with all applicable government use, import, and export laws, rules, regulations, and orders, and obtaining any necessary approvals or permits. Obtaining any necessary export or import approval for the Product is Ordering Activity's responsibility.

F. Warranty Disclaimer. THE SERVICE IS PROVIDED FREE OF CHARGE AND "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER. WITH RESPECT TO THE PRODUCT, INCLUDING THE SOFTWARE, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS LIMITED WARRANTY. ALL OTHER STATUTORY AND IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Ordering Activity. The Limited Warranty gives Ordering Activity specific legal rights, and Ordering Activity may also have other rights which vary by jurisdiction.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL YUBICO OR ITS AFFILIATES BE LIABLE FOR ANY LOST DATA OR UNAUTHORIZED ACCESS TO COMPUTER SYSTEMS, DATA OR OTHER INFORMATION.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, YUBICO PROVIDES THE PRODUCT "AS IS." BY USING THE PRODUCT, THE USER ASSUMES ALL RESPONSIBILITY FOR AND RISK OF USEOF THE PRODUCT. WITHOUT LIMITING THE SCOPE OF THE FOREGOING, YUBICO DOES NOT WARRANT THAT THE PRODUCT OR THE SERIVCE WILL FUNCTION WITHOUT DEFECTS OR THAT THE PRODUCT OR THE SERVICE IS OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL MECHANISMS OR THAT ALL PROGRAMMING ERRORS CAN BE FOUND IN ORDER TO BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND CONSISTENT WITH THIS ATTACHMENT, YUBICO DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, ERRORS, OMISSIONS, COMPLETENESS, OR USEFULNESS OF THE PRODUCT, THE SERVICE, AND ANY SOFTWARE, PROCEDURE, METHOD, APPARATUS, TECHNICAL SUPPORT OR PROCESS PROVIDED TO ORDERING ACTIVITY IN ASSOCIATION WITH THIS ATTACHMENT. YUBICO, ITS AFFILIATES, LICENSORS, EMPLOYEES, DISTRIBUTORS AND RESELLERS DO NOT ASSUME ANY RESPONSIBILITY FOR LOSS OR DAMAGES RESULTING FROM THE USE OF THE PRODUCT, THE SERVICE OR ANY INFORMATION CONTAINED IN ANY DOCUMENTATION PROVIDED TO USER.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).