DINAMO HSM ON-PREMISES – SELLER EULA

1. Parties

This End User License Agreement ("Agreement") is entered into between Dinamo Networks ("Seller") and the legal entity that accepts this Agreement through the AWS Marketplace ("Buyer"). Amazon Web Services, Inc. and its affiliates ("AWS") act solely as a marketplace provider and are not a party to this Agreement.

2. Product Scope

The Products offered under this Agreement consist of on-premises Hardware Security Modules (HSMs), including DINAMO HSM CD, DINAMO HSM ST, and DINAMO HSM XP, as well as embedded software, firmware, and related services.

3. Bailment (Comodato) of Hardware

All HSM hardware is provided under a bailment (comodato) arrangement and remains the exclusive property of Dinamo at all times. The Buyer is responsible for the custody, conservation, proper use, and physical security of the hardware while in its possession.

4. Installation, Maintenance, and Use

Installation, removal, maintenance, or repair of the HSM hardware shall be performed exclusively by Dinamo or by service providers expressly authorized by Dinamo.

5. External Agreement Requirement

Delivery, installation, or activation of any HSM hardware is

strictly conditioned upon the execution of Dinamo's Hardware Bailment and Services Agreement outside the AWS Marketplace.

6. License Grant
Dinamo grants the Buyer a limited, non-exclusive, non-transferable license to use the embedded software and firmware solely in connection with the authorized operation of the HSM hardware.

7. Subscription Term and Billing
Subscription term, pricing, billing frequency, and payment obligations are governed exclusively by the applicable AWS Marketplace offer.

8. Support and Service Levels
Support services and service level commitments are governed exclusively by the external agreement executed between Dinamo and the Buyer.

9. Disclaimer of Warranties
Except as expressly provided in the applicable external agreement, the Products are provided "as is" and "as available."

10. Limitation of Liability
Dinamo shall not be liable for indirect, incidental, special, or consequential damages, except as expressly provided in the external agreement.

11. AWS Disclaimer
AWS is not responsible for the Products, including hardware delivery, operation, maintenance, support, service levels, or any damages related thereto.

12. Governing Law

This Agreement is governed by and construed in accordance with the governing law specified in the external agreement.

13. Entire Agreement

This Agreement governs the use of the Products within the AWS Marketplace context and is supplemented by the external agreement.