

## Stromasys: End User License Agreement

Your access to and use of the Services (as defined herein) as made available to you by AWS is governed by the terms of the AWS Customer Agreement (<https://aws.amazon.com/agreement>) or other agreement with AWS governing your use of AWS services (the “AWS Agreement”). In addition, the following service terms as may be updated by us from time to time (together, the “Terms”), apply to your use of the Services. To the extent there is a conflict between the AWS Agreement and the provisions below, the provisions below will control with respect to your use of the Services. By using any of the Services, you agree to the following:

### 1. Defined Terms.

- a. “**Services**” means the integration of the Software into the managed services and offerings provided by AWS.
- b. “**Software**” means Stromasys Charon SSP software including the components supporting the execution of Charon emulators in production or test environments.
- c. “**Stromasys**” means Stromasys LLC, a Delaware limited liability company based in Riverside, CA and its affiliates including, but not limited to, Stromasys SA, based in Geneva, Switzerland.

### 2. **Software.** Your use of the Software is subject to the End User License Agreement located at <https://d3lkpej5ajcpac.cloudfront.net/eula/stromasys.pdf>

### 3. **Third Party Beneficiary.** AWS Customer acknowledges and agrees that, in addition to Stromasys’ other rights in the pursuant to the AWS Customer Agreement entered into between AWS and AWS Customer, Stromasys has third-party beneficiary rights in Section 9 (Limitation of Liability) of the AWS Customer Agreement as well as in Section 4 below (Indemnification).

### 4. **Limitation of Liability.** AWS CUSTOMER ACKNOWLEDGES THAT IT UNDERSTANDS THAT THE SERVICES ARE NOT DESIGNED OR LICENSED FOR USE IN APPLICATIONS IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE CRITICAL APPLICATIONS. AWS AND ITS LICENSORS EXPRESSLY DISCLAIM ANY LIABILITY RESULTING FROM THE USE OF THE SERVICES IN ANY SUCH APPLICATIONS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SERVICES IN ANY SUCH APPLICATIONS BY AWS CUSTOMER. FOR THE PURPOSE OF THIS PARAGRAPH THE TERM “LIFE CRITICAL APPLICATION” MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SERVICES MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

### 5. **Indemnification.** AWS Customer acknowledges and agrees that its rights to the Services do not grant it the right to use the intellectual property of any third party not included with the Services. AWS Customer acknowledges and agrees that it is solely responsible for obtaining any such rights to such third-party intellectual property, and that AWS and its licensors are not granting any such rights, either implicitly or explicitly. AWS Customer

will indemnify and hold AWS and its licensors harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs, and expenses (including legal fees) resulting from or arising out of AWS Customer's unauthorized use of or infringement of such third party intellectual property.

- 6. Exclusions from Indemnification.** Any indemnification obligation of AWS and its licensors shall not apply: (1) if the Services are modified by AWS Customer, but solely to the extent the infringement is caused by such modification; and (2) to any use of the Services that is not authorized by the Documentation.
- 7. Terms.** The Terms supersede all prior or contemporaneous representations, understandings, agreements, or communications between you and us, whether written or verbal, regarding the subject matter of this agreement.