

## **DINAMO CLOUD SERVICES – END USER LICENSE AGREEMENT (EULA)**

### **1. Parties**

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

### **2. Scope of Services**

This Agreement governs the access to and use of DINAMO’s cloud-based cryptographic services, security services, APIs, and related functionalities (“Services”). The Services will be delivered using dedicated Hardware Security Modules (HSMs) allocated exclusively to the Customer and operating within a private and logically isolated cloud environment. The specific technical characteristics, capacity, performance parameters, and commercial conditions applicable to the HSM infrastructure shall be those expressly defined in the applicable Private Offer, order, or commercial proposal accepted through the Marketplace. The Services remain cloud-based regardless of the underlying hardware characteristics.

### **3. No Sale or Transfer of Hardware**

The Customer acknowledges that no hardware is sold, leased, or transferred under this Agreement. Any hardware used in connection with the Services is solely an execution or deployment component of the cloud environment and remains under DINAMO’s control or ownership.

### **4. Additional Agreement and Service Activation**

The Customer acknowledges that access to and activation of the Services may require the execution of an additional agreement with DINAMO, governing technical, operational, security, and service-related aspects. Acceptance of this Agreement and completion of a purchase through the

AWS Marketplace do not, by themselves, guarantee immediate service activation. DINAMO may condition provisioning or activation of the Services upon execution of such additional agreement.

#### 5. License Grant

DINAMO grants the Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services solely for the Customer's internal business purposes, subject to the terms of this Agreement and the applicable AWS Marketplace offer.

#### 6. Customer Responsibilities

The Customer is responsible for: (a) complying with applicable laws and regulations; (b) ensuring authorized access to the Services; (c) maintaining secure connectivity and integration with its own systems; and (d) using the Services in accordance with documentation and acceptable use policies.

#### 7. Service Levels and Support

Service levels, availability commitments, support response times, and related conditions, if any, are defined in the applicable AWS Marketplace offer, service description, support policy, or separate written agreement executed between the parties.

#### 8. Intellectual Property

All intellectual property rights in the Services, including software, documentation, algorithms, and know-how, remain exclusively with DINAMO or its licensors. No rights are granted except as expressly stated in this Agreement.

#### 9. Confidentiality

Each party shall protect the confidentiality of non-public information received from the other party in connection with the Services, in accordance with applicable law and reasonable security practices.

#### 10. Disclaimer of Warranties

Except as expressly provided in a separate written agreement, the Services

are provided “as is” and “as available,” without warranties of any kind, whether express or implied.

#### 11. Limitation of Liability

To the maximum extent permitted by law, DINAMO shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to the Services or this Agreement.

#### 12. Term and Termination

This Agreement remains effective in accordance with the term defined in the applicable AWS Marketplace offer. Termination conditions are governed by such offer and any applicable additional agreement.

#### 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws specified in the applicable additional agreement or, if none, the laws of the jurisdiction designated by DINAMO.

#### 14. Entire Agreement

This Agreement governs the use of the Services within the AWS Marketplace context and may be supplemented by additional agreements executed between the parties. In the event of conflict, such additional agreements shall prevail with respect to their specific subject matter.