

Greengrass Core Software License Agreement

THIS GREENGRASS CORE SOFTWARE LICENSE AGREEMENT ("AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND AMAZON WEB SERVICES, INC. (WITH ITS AFFILIATES, "AWS" OR "WE") THAT GOVERNS YOUR USE OF THE AWS GREENGRASS CORE SOFTWARE SPECIFIED BELOW THAT WE MAKE AVAILABLE TO YOU. IF YOU DOWNLOAD, INSTALL, USE OR DISTRIBUTE THE SOFTWARE, YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND YOURSELF OR THE ENTITY YOU REPRESENT TO THIS AGREEMENT. UNLESS OTHERWISE DEFINED IN THIS AGREEMENT, CAPITALIZED TERMS WILL HAVE THE SAME MEANING AS SET FORTH IN THE AWS CUSTOMER AGREEMENT POSTED AT [AWS.AMAZON.COM/AGREEMENT](https://aws.amazon.com/agreement) OR OTHER AGREEMENT GOVERNING YOUR USE OF AWS SERVICES (THE "CUSTOMER AGREEMENT").

1. Use of the Software

"Software" means any Greengrass core software and add-on components to such software, together with any updates and upgrades to such software and any accompanying documentation, where the source code for such software, add-on component, update, or upgrade has not been published by AWS and made subject to an open source license. If the source code for such software, add-on component, update, or upgrade is published by AWS and made subject to an open source license (including at any point in the future), then such open source license, and not this Agreement, will apply.

We hereby grant you a personal, limited, nonexclusive, non-transferable, non-sublicenseable, revocable, royalty-free, worldwide license during the term of this Agreement to (a) download the Software; (b) install and use the Software on computer equipment and any related devices ("Equipment") owned or controlled by you for development purposes; and (c) install and distribute the Software on Equipment provided to third parties in connection with the Services. We may modify or discontinue (including by ceasing our distribution of) the Software at any time without notice (but AWS will endeavor to provide reasonable notice) and you are solely responsible for ensuring that the Equipment on which the Software is installed function properly after any such modification or discontinuation. Use of the Software may incur fees for your use of the Services.

2. Limitations

If you have an account with AWS that is not in good standing, you may not download, install, use or distribute the Software. You will comply with all instructions and requirements in any integration documents, guidelines, or other documentation that we provide. You will not, and you will not encourage, assist or authorize any other person to: (a) incorporate any portion of the Software into your own programs or compile any portion of the Software in combination with your own programs in any manner inconsistent with terms of this Agreement, any other agreement you have with AWS, or any Services; or (b) sell, rent, lease, lend, loan, distribute (except in accordance with Section 1(c) of this Agreement), act as a service bureau, publicly communicate, transform, or sub-license the Software or otherwise assign any rights to the Software in whole or in part; (c) modify, alter, tamper with, repair, or otherwise create derivative works of the Software; or (d) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of any software included in the Software. You will not use the Software with any software or other materials that are subject to licenses or restrictions (e.g., open source software licenses) that, when combined with the Software, would require us to disclose, license, distribute or otherwise make all or any part of such Software available to anyone. You will not

remove, modify, or obscure any copyright, patent, trademark or other proprietary or attribution notices on or in any Software.

3. Hazardous or Critical Uses

The Software is not intended for use in, or in association with, the operation of any hazardous environments or critical system that may lead to serious bodily injury or death or cause environmental damage including but not limited to any aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; or military or aerospace applications. You will ensure that (a) the Equipment is used only for the purposes and in the manner for which it was designed and supplied (b) all third parties to whom the Equipment is distributed are given full and clear warning of any hazards associated with it or limitations of its effectiveness and that safe working practices are adopted and complied with in connection with installation or use of the Equipment. You will not use or authorize any third party to use the Equipment in supporting, enabling, or carrying out any hazardous or illegal act or business, or in connection with any use that violates Applicable Law.

4. Feedback

You have no obligation to give AWS any suggestions, comments, or other feedback relating to the Software or the Service Offerings (“Feedback”). If you provide Feedback to AWS, AWS may use and exercise any and all rights in the Feedback without obligation or restriction of any kind during and after the term of this Agreement, and Feedback will not be deemed to be confidential information or otherwise create any confidentiality obligation. You will not provide any Feedback that: (a) you know is subject to any patent, copyright, or other intellectual property claim or right of any third party; or (b) is subject to license terms which seek to require any products incorporating or derived from the Feedback, or other AWS intellectual property, to be licensed to or otherwise shared with any third party.

5. Reservation of Rights

The Software is the intellectual property of AWS or its licensors. The structure, organization, and code of the Software are valuable trade secrets and AWS confidential information. The Software is protected by Applicable Law, including without limitation copyright laws and international treaty provisions. Except for the rights expressly granted to you in this Agreement, all right, title and interest in the Software are reserved and retained by AWS and our licensors. You do not acquire any intellectual property or other rights in the Software as a result of downloading, installing, using or distributing the Software.

6. Updates

In order to keep the Software up-to-date, we may offer automatic or manual updates or upgrades at any time and you will ensure that Software will be updated in a reasonable amount of time. The terms of this Agreement govern any updates or upgrades to the Software that we may provide that replace or supplement the original Software, unless the update or upgrade is accompanied by a separate license, in which case the terms of that license will govern such update or upgrade. All copies of the Software (a) that are in your possession or control or (b) for which you have automatic update rights must utilize the current Software version (“Current Updates”). Notwithstanding the preceding sentence, we may require that you implement specific updates and upgrades (for example, security patches) in all copies of the

Software (i) that are in your possession or control or (ii) for which you have automatic update rights (“Required Updates”). We shall use commercially reasonable efforts to support Software release versions 1.10 and 1.11 until at least December 31, 2021. You acknowledge and agree that your failure to maintain and timely update Software may result in incompatibility with the Services.

7. Termination

You may terminate this Agreement at any time by uninstalling and destroying all copies of the Software that are in your possession or control. This Agreement (including any rights granted to you under this Agreement) will immediately and automatically terminate without notice from us if (a) you fail to comply with any term or condition of this Agreement or any other agreement you have with AWS; (b) you fail to make timely payment for any Service; or (c) you fail to implement Current Updates or Required Updates. In the case of termination, you must cease all downloading, installation, use and distribution of the Software and uninstall and destroy all copies of the Software that are in your possession or control. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights. No waiver of any provision of this Agreement shall be effective unless in writing.

8. Disclaimer of Warranties and Limitation of Liability

a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT DOWNLOADING, INSTALLATION, USE AND DISTRIBUTION OF, AND ANY OTHER ACCESS TO, THE SOFTWARE IS AT YOUR SOLE RISK. THE SOFTWARE IS DELIVERED TO YOU “AS IS” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND AWS, ITS LICENSORS AND DISTRIBUTORS, AND EACH OF THEIR RESPECTIVE AFFILIATES AND SUPPLIERS (COLLECTIVELY, THE “RELEASED PARTIES”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY, RESULTS, AND LACK OF NEGLIGENCE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A RELEASED PARTY OR AN AUTHORIZED REPRESENTATIVE OF A RELEASED PARTY WILL CREATE A WARRANTY. YOU BEAR THE RISK OF UNDERTAKING ANY ACTIVITIES UNDER THIS LICENSE. THE APPLICABLE LAW OF CERTAIN JURISDICTIONS DOES NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF SUCH APPLICABLE LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO RELEASED PARTY WILL BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY RELATED TO THE SOFTWARE, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF BUSINESS INTERRUPTION; PERSONAL INJURY; USE OF OR INABILITY TO USE THE SOFTWARE OR LOSS OF PROFITS, REVENUE, DATA, CONFIDENTIAL OR OTHER INFORMATION, OR PRIVACY, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT THE SOFTWARE IS NOT INTENDED FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OF DATA OR INFORMATION THROUGH THE SOFTWARE OR SERVICE COULD LEAD TO DAMAGE OF ANY KIND INCLUDING DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE. IN ANY CASE, ANY RELEASED PARTY’S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL BE LIMITED TO \$50.00. THE APPLICABLE LAW OF CERTAIN JURISDICTIONS DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IF SUCH APPLICABLE LAW APPLIES TO YOU, SOME OR ALL

OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

9. Indemnification

You are liable for and will defend, indemnify, and hold harmless the AWS and its officers, directors, agents, employees, and other representatives from and against any liability, loss, damage, cost, or expense (including reasonable attorneys' fees and expenses) arising out of (a) your downloading, installation, use or distribution of the Software (including in combination with devices, software, or other items), (b) unauthorized use of the Software, (c) breach of the Agreement, (d) violation of Applicable Law, (e) violation of any right of any person or entity, including without limitation intellectual property rights, (f) any statements, claims, representations or warranties made by you or your authorized representatives relating to the Software, other than as authorized or made by AWS in writing and (g) any third party claim for personal or bodily injury arising from installation or use of the Equipment (including without limitation illness and death) or property damage (each, a "Claim"). You will use counsel reasonably satisfactory to us to defend each Claim. You will not agree to any settlement containing any admission of any guilt, fault, liability or wrongdoing on the part of AWS which would otherwise adversely affect AWS without AWS's prior written consent, to be provided at AWS's sole discretion. If we reasonably determine that a Claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations). Your obligations under this Section 9 are independent of your other obligations under this Agreement.

10. Compliance with Laws; Export Regulations

a. You will comply with all applicable laws, rules, regulations, orders, decrees, and other requirements of governmental agencies (as each of these may be amended or modified from time to time) (collectively, "Applicable Law") (i) in your use of the Software and in the development and distribution of Equipment that use or access any Software, including its distribution, transfer, handling, storage, use, disposal, and transshipment of the Equipment, (ii) comply with all Applicable Law relating to the packaging, labeling, marketing, ordering, and sale of any advertised or sold Equipment; and (iii) ensure that your privacy policy and terms of service for the use of Equipment comply with all Applicable Laws and rules, are at least as restrictive as our privacy policies, and that you strictly comply with such privacy policy and terms of service. You will not engage in any activity using or related to the Software, including the development or distribution of devices, that (a) infringes, violates, or misappropriates the rights of us or any third party, or (b) interferes with, damages, or accesses or uses in any unauthorized manner the hardware, software, networks, technologies, or other properties or services of ours or of any end user or other third party.

b. You acknowledge that the Software is subject to U.S. export jurisdiction. You will comply with all Applicable Law that applies to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. You represent and warrant that you and your financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, the Software or any computer equipment or device containing the Software to any country, individual, corporation, organization, or entity to which such export, re-export,

or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, U.S. Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

11. U.S. Government End Users

The Software is provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Software. If you are using the Software on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Software. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

12. Amendment

We may amend this Agreement at our sole discretion by posting the revised terms on the AWS Site or within the Software. Your continued use of the Software after any amendment's effective date evidences your agreement to be bound by it. If you do not agree to a change, you must stop using the Software and terminate this Agreement.

13. Survival

Sections 2-5, 8-11 and 13-15 survive termination of this Agreement.

14. Supplemental Terms and Conditions

a. If you are subject to the Customer Agreement, in the event of any conflict or inconsistency among the terms and conditions of this Agreement and the Customer Agreement, such conflict or inconsistency will be resolved by giving precedence to this Agreement.

b. If you are not subject to the Customer Agreement, the following additional terms and conditions apply:

i. Assignment. You will not assign or otherwise transfer this Agreement or any of your rights and obligations under this Agreement, without our prior written consent. Any assignment or transfer in violation of this Section 14(b)(i) will be void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective permitted successors and assigns.

ii. Governing Law. The laws of the State of Washington, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between you and us. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

iii. Disputes. **Any dispute or claim relating in any way to your use of the Software, or to any products or services sold or distributed by AWS, will be resolved by binding arbitration, rather than in court**, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this Agreement. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator**

can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Corporation Service Company, 300 Deschutes Way SW, Suite 304, Tumwater, WA 98501. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or at a mutually agreed location. **We and you agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.** If for any reason a claim proceeds in court rather than in arbitration **we and you waive any right to a jury trial.** Subject to Section 2, we and you both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights. You will ensure that end-user terms included within the Equipment, in a clear and conspicuous way, will include mandatory arbitration requirement as the dispute resolution process for any and all claims arising out of the use of Equipment. Such end-user terms will also include, in a clear and conspicuous way, (i) a waiver for any right to a jury trial, and (ii) a waiver for class action proceedings.

iv. Independent Contractors; Non-Exclusive Rights. We and you are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

v. Language. All communications and notices made or given pursuant to this Agreement must be in the English language. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

vi. Confidentiality and Publicity. You may use AWS confidential information only in connection with your use of the Software as permitted under this Agreement. You will not disclose AWS confidential information during the term or at any time during the 5-year period following the end of the term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of AWS Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

vii. No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

15. Entire Agreement and Severability

This is the entire agreement between AWS and you regarding the Software and supersedes all prior understandings regarding such subject matter (including any Evaluation Agreement). If any term or condition of this Agreement is deemed invalid, void, or for any reason unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining term or condition.