

CAMET (Curated Access to Model- Based Engineering Tools) LIBRARY TERMS OF USE

These Terms of Use (“Terms”) are a legal contract between You and Galois, Inc. (“GALOIS” or “Our” or “We” or “Us”) and govern Your use of this Library, as well as other Libraries that Galois may control, and all the text, data, information, software, graphics, logos, photographs, and more (all of which We refer to as “Materials”) that Galois may make available to You, as well as any services We may provide through any of Our Libraries (all of which are referred to in these Terms as “Library”).

By downloading and using Materials from this Library, You agree to the Terms and Conditions of the End User’s License Agreement(s) which may be provided with the Materials.

READ THESE TERMS CAREFULLY BEFORE BROWSING THIS LIBRARY. USING THIS LIBRARY INDICATES THAT YOU HAVE BOTH READ AND ACCEPTED THESE TERMS. YOU CANNOT USE THIS LIBRARY IF YOU DO NOT ACCEPT THESE TERMS.

Accessing This Library

Galois will provide You with access to this Library and its contents upon completion of an order for a Sponsorship to this Library and payment for the Sponsorship, if required, by the order. Upon receipt of payment for the order, You may access the Materials found in this Library for the period specified in your Sponsorship. Prior to completion of the period, Galois will inform You via an invoice or other means that renewal of Sponsorship is required for additional use and updates to the Materials.

When You access this Library, You are responsible for complying with these Terms as well as the terms defined in the End User's License Agreements provided with the Materials; some Materials will only be available to You if You have an account. You agree to provide true, accurate, current, and complete information for so long as You use this Library. Because it is Your account, it is Your responsibility to obtain and maintain all equipment, services and software needed for access to and use of this Library as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s). Should You believe Your password or other security information for this Library has been breached in any way, You must immediately notify Us.

We reserve the right to require that You change Your password or restrict Your access to this Library as We deem reasonably necessary.

Unauthorized Use of This Library, Acceptable Use Policy

We authorize Your limited use of this Library. Any other use of this Library beyond the Permitted Uses is prohibited and, therefore, constitutes unauthorized use of this Library.

Terminating Your Use of This Library

We or You may terminate Your use of this Library at any time. Your use of this Library will automatically terminate in the event You breach any of these Terms or upon Sponsorship expiration. To clarify:

- Unless We otherwise agree with You in writing, We may terminate, suspend, or modify

Your registration with, or access to, all or part of this Library, without notice, at any time and for any reason.

- You may discontinue Your access to and use of this Library at any time. In the event of an automatic termination for breach, You must immediately destroy any downloaded or printed matter (and any copies thereof).

Disclaimers

THIS LIBRARY INCLUDING MATERIALS IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS LIBRARY IS WITH YOU.

GALOIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS LIBRARY, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

Without limiting the generality of the foregoing, Galois makes no warranty that this Library will meet Your requirements or that this Library will be uninterrupted, timely, secure, or error free or that defects in this Library will be corrected. Galois makes no warranty as to the results that may be obtained from the use of this Library or as to the accuracy or reliability of any information obtained through this Library. No advice or information, whether oral or written, obtained by You through this Library or from Galois, its subsidiaries, or other affiliated companies, or its or their suppliers (or the respective officers, directors, employees, or agents of any such entities) (collectively, "Galois Parties") shall create any warranty. Galois disclaims all equitable indemnities.

Limitation of Liability

IN NO EVENT WILL ANY OF THE GALOIS PARTIES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF REVENUES, LOST PROFITS, LOSS OF GOODWILL, LOSS OF USE, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), ARISING OUT OF OR IN CONNECTION WITH THIS LIBRARY (INCLUDING, WITHOUT LIMITATION, USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS LIBRARY), WHETHER SUCH DAMAGES ARE BASED ON WARRANTY, CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY AND EVEN IF ANY GALOIS PARTY HAS BEEN ADVISED (OR SHOULD HAVE KNOWN) OF THE POSSIBILITY OF SUCH DAMAGES.

EXCLUSIONS AND LIMITATIONS: Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Therefore, some of the above disclaimers and limitations of liability may not apply to You. To the extent the Galois Parties may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the amount of the Galois Parties' liability shall be limited to the minimum amount permitted under such applicable law.

Other Agreements; Software, Services or Access

Galois may provide products (such as hardware or software), services (such as software

Sponsorship services, hardware maintenance or repair or software maintenance, installation, or training) or access via this Library under the terms of a separate agreement between You and Galois, such as a license agreement or separate terms of sale and warranty terms (each, an "Other Agreement"). Galois' obligations regarding any product, service, or access that it makes available to You under any Other Agreement shall be governed solely by the Other Agreement under which such product, service or access is provided and these Terms shall not be deemed or construed to alter the terms of any such Other Agreement. If there is an inconsistency between these Terms and any Other Agreement, the Other Agreement will control.

For example, the use of any Materials, including software, that is made available to download or access from this Library is governed by the terms of the end user license agreement, if any, that accompanies or is included with the Material ("License Agreement"). You may not install any Materials, including, but not limited to, software, that is accompanied by or includes a License Agreement unless You first have agreed to the License Agreement. If there is no License Agreement, then these Terms will govern Your use of that Material.

Galois May Modify This Library

Galois reserves the right to modify, suspend, or discontinue this Library at any time without notice to You.

Galois may make changes to this Library, the Materials, or to the products, services and prices described in this Library, at any time without notice.

This Library may be out of date and Galois makes no commitment whatsoever to update this Library.

Information published on this Library may refer to products, programs, or services that are not available in Your country.

Please consult Your Galois business contact for information regarding the products, programs and services that may be available to You via this Library.

Your Submission(s) to This Library

Certain areas of this Library (e.g., bug reporting, chat rooms, customer ratings, review areas, community and support forums) may permit You to submit feedback, information, data, text, software, photographs, graphics, messages, or other materials (each, a "User Submission"). You agree that You are solely responsible for all of Your User Submissions and that any such User Submission is considered both non-confidential and non-proprietary. Further, Galois does not guarantee that You will have any recourse through Galois or any third party to edit or delete any User Submissions.

By submitting any User Submission, You represent and warrant that:

- You are at least 13 years old;
- You own all rights in the User Submissions (including, without limitation, all rights to the text, code, audio, or video contained in the User Submissions) or, alternatively, You have acquired all necessary rights in the User Submissions to enable You to grant to Galois the rights in the User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of the User

Submissions;

- The User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, rules of social media sites, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that You may have in the User Submission;
- Any information contained in the User Submission is not known by You to be false, inaccurate, or misleading;
- The User Submission does not violate any Law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- The User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- The User Submission does not incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than Your own);
- The User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- The User Submission does not contain any information that You consider confidential, proprietary, or personal; and
- The User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

By submitting a User Submission, You grant to Galois an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display the User Submissions (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use, (and permit others to use) the User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that Galois deems appropriate in its sole discretion (including, without limitation, to incorporate the User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with the User Submissions and to use the User Submissions for advertising and promotional purposes.

Galois may, but is not obligated to, pre-screen User Submissions or monitor any area of this Library through which User Submissions may be submitted. Galois is not required to host, display, or distribute any User Submissions on or through this Library and may remove at any time or refuse any User Submissions for any reason. Galois is not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, You agree that Galois may freely disclose the User Submission to any third party absent any obligation of confidence on the part of the recipient.

Intellectual Property Rights

Galois respects the intellectual property rights of others, and We ask You to do the same. Galois may, in appropriate circumstances and at Our discretion, terminate service and/or access to this

Library for users who infringe the intellectual property rights of others. If You believe that Your work is the subject of copyright infringement and/or trademark infringement and appears on this Library, please let Us know by contacting us at legal@galois.com.

U.S. Government Restricted Rights

Any Materials that are downloaded by or on behalf of the United States of America, its agencies, and/or instrumentalities (“U.S. Government”), are subject to the provisions of FAR 12.211 – “Technical Data”, and FAR 12.212 – “Computer Software”, or to clauses providing Galois equivalent protections in DFARS or other agency specific regulations.

International and Export Issues

Galois administers this Library from its offices in Minneapolis, Minnesota. Galois makes no representation that this Library is appropriate or available for use outside the United States and access to this Library from territories where its contents are illegal or restricted is prohibited.

Access to this Library from outside the United States is done at Your own initiation and You are responsible for compliance with applicable Laws.

You agree to comply with all export and re-export restrictions and regulations of the Department of Commerce and any other United States or foreign agencies and authorities in connection with Your use of the Galois Libraries and to not, in violation of any Laws, transfer, or authorize the transfer, of any Materials to a prohibited country or otherwise in violation of any Laws. In particular, but without limitation, the Materials may not, in violation of any Laws, be exported or re-exported:

- To any [U.S. embargoed countries](#) or
- To anyone on the [U.S. Treasury Department's list of Specially Designated Nationals](#) or the [U.S. Commerce Department's Table of Deny Orders](#) or U.S. Department of Commerce [Entity List of proliferation concern](#), or the US State Department [Debarred Parties List](#)

By using any Materials subject to any such restrictions and regulations, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list.

Indemnification

You agree to indemnify, defend, and hold harmless the Galois Parties from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys’ fees) that such parties may incur as a result of or arising from Your (or anyone using Your account’s) violation of these Terms. Galois reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Galois’ defense of such claim.

Electronic Communications

When You visit this Library or send e-mails to Galois, You are communicating with Galois electronically. We may respond to You by e-mail or by posting notices on this Library. You

agree that all such notices, disclosures, and other communications that Galois provides to You electronically satisfy any legal requirement that such communications be in writing.

Ownership

Unless otherwise specified in these Terms, all Materials, as well as the arrangement of them on this Library are Galois' sole property. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Entire Agreement for Everyone

These Terms, together with any additional terms to which You agree when using particular elements of this Library, constitute the entire and exclusive and final statement of the agreement as between the Parties with respect to the subject matter hereof, superseding any prior agreements or negotiations between You and Galois with respect to the same. The Galois Parties are third party beneficiaries with respect to the provisions in these Terms that reference them.

Governing Law

These Terms shall be governed by the laws of the State of Minnesota notwithstanding Your actual place of residence or business. All lawsuits arising from or relating to these Terms or Your use of this Library shall be brought in the Federal or State courts located in Hennepin County, Minnesota, and You hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose.

Miscellaneous

The failure of Galois to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, You nevertheless agree that the court should endeavor to give effect to the intentions of Galois and You as reflected in the provision, and that the other provisions of these Terms remain in full force and effect. The section titles in these Terms are for convenience only and have no legal or contractual effect.

These Terms shall remain in full force and effect notwithstanding any termination of Your use of this Library. These Terms will be interpreted without application of any strict construction in favor of or against You or Galois. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Galois without restriction.

Galois May Modify These Terms of Use

GALOIS may, in its sole and absolute discretion, change these Terms (including any other documents that are referenced in or linked to from these Terms) from time to time. Galois will post notice of such changes on this Library as applicable. If You object to any such changes, Your sole recourse shall be to cease using this Library. Continued use of this Library following notice of any such changes shall indicate Your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. Certain provisions of these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of this

Library and, in such circumstances, the expressly-designated legal notice or term shall be deemed to be incorporated into these Terms and to supersede the provision(s) of these Terms that are designated as being superseded.

Revised June 2024