

DaouOffice End User License Agreement (EULA)

Article 1 (Definitions)

1.1 As used herein, the following terms means as follows:

- 1.1.1 "DaouOffice" means the cloud-type groupware software provided by the company (the "Company") to the users (the "User(s)")
  - 1.1.2 "Installation" means an action provided by the Company to allow the Users to use DaouOffice
  - 1.1.3 "Service" means that the Company allows the User to use DaouOffice and provides a service of maintenance, failure (bug) handling process, update, and technical support for DaouOffice to ensure that the Users can normally use DaouOffice.
  - 1.1.4 "Confidential Information" means API, algorithm, technologies of employed personnel, consulting, know-how, formula, idea, finance, various outcomes of DaouOffice and by-product (including log, manual, and related materials of DaouOffice) which are provided by either Party to other Party related to performance of this Agreement, service of Company, terms and conditions of this Agreement, and other information which is defined as confidential by the Company and Users.
  - 1.1.5 "Notice" means a written expression of intent given to the address stated herein to other Party and comes into effect on the date when it arrives to the Parties. Upon changes in such address, both Parties shall immediately inform to other Party.
- 1.2 The scope of application of the terms defined herein shall be limited to this Agreement and other terms which are not defined herein shall be determined by customary practices.

Article 2 (Rights and Obligations)

- 2.1 Users shall make its best effort in cooperating with the Company in carrying out the duties including Installation of DaouOffice and provision of service or Service. If a cooperation of Users or a 3rd party is necessary for the Company to carry out the duties hereunder, the Company shall carry out such duties with such cooperation of Users and a 3rd party.
- 2.2 Users shall pay the service fee (the "Service Fee") to DaouOffice under the users agreement entered into with the Company.
- 2.3 Users shall check, manage and separately store the information, materials, data (the "Materials") on a regular basis in preparation for the cases where the entire or part of the Materials, which are generated while using DaouOffice or own before using DaouOffice, are damaged or lost (the "Accident of Loss"): Provided that, Users may designate the method of storage, additional costs and storage period by making a separate agreement with the Company.
- 2.4 Company shall not be legally liable for any damage including restoration, monetary compensation, and provision of substituting service for the Accident of Loss of Materials arising out of willful misconduct and negligence of Users or a 3rd party or causes without the fault of Company.
- 2.5 Company shall faithfully perform its obligations hereunder by inputting professional staffs designated and necessary for carrying out the Service throughout the term of this Agreement and shall make its best effort in preventing any defect.

Article 3 (Check of Installation)

- 3.1 Upon Installation of DaouOffice, Company shall request Users to check such Installation and Users shall issue an Installation confirmation letter to the Company within 7 days from the date of request of Company.
- 3.2 The date when DaouOffice's obligation to make the Installation is completed shall be the date when the Users issue such Installation confirmation letter in writing to the Company: Provided that, if Users fail to give any separate Notice within such period as set forth in the foregoing Paragraph 3.1, notwithstanding the proviso of this Paragraph, the Installation shall be deemed to have been completed at the time when 7 days lapse from the date of request of Company
- 3.3 Company may allow Users to use DaouOffice to the extent that the User complete the check and confirmation of Installation (including the cases where it is deemed as completion of Installation under the foregoing Paragraph 2 of this Clause)

Article 4 (Terms of Payment)

- 4.1 In consideration of use the Service of DaouOffice, Users shall pay Service Fee under the users agreement which is to be entered into with Company.
- 4.2 User agrees that, if it fails to pay the Service Fee up to the payment date without justifiable reason, User shall additionally pay to Company 18% of overdue interest per annum.

Article 5 (IPR)

- 5.1 Company shall own the intellectual property right (IPR) to DaouOffice including the copyright, indemnify the User from any dispute on IPR between User and a 3rd party in terms of DaouOffice and resolve such dispute at its own responsibility and expense.
- 5.2 Users shall not try, cause or allow others to make any reverse engineering, reverse assemble, reverse compile, reverse analysis or other similar activities

Article 6 (Description of License)

- 6.1 Upon completion of Installation of DaouOffice by Company, User shall be granted a license (the "License") hereunder and shall not transfer or sell such License or use for other purposes than those hereof.
- 6.2 The quantity and period of License on DaouOffice which is granted to the Users by the Company hereunder shall be determined by the users agreement. Unless otherwise agreed by User and Company, the "Minimum Contract Period" shall be two (2) years from the date when the use start.
- 6.3 Should any User either fails to pay the Service Fee within its payment date or violate its obligations under the users agreement or hereunder, the Company may restrict on the License and take necessary measures including suspension of the use of or collection of DaouOffice
- 6.4 Company shall not be liable for the damage incurred by the User to the extent that Company takes necessary measures as set forth in this Clause hereof.

Article 7 (Confidentiality)

- 7.1 User and Company shall use only within necessary scope for performing this Agreement, keep secret and shall not provide or divulge to a 3rd party without written consent of disclosing Party any confidential information (the "Confidential Information").
- 7.2 Upon achievement of the purpose of this Agreement, termination or expiration of this Agreement, User and Company shall immediately return the Confidential Information and, otherwise, if return is not available, shall destroy such Confidential Information in irrecoverable condition by giving a prior notice to other Party

Article 8 (Force Majeure)

8.1 Any Party shall not be liable for its breach of this Agreement or failure or to perform its obligations as mutually agreed herein if such failure is caused by a force majeure (the "Force Majeure") including act of God, war and riot.

8.2 The breaching Party, who fails to perform its obligations hereunder for the reason of Force Majeure as set forth in the foregoing Paragraph 8.1, shall immediately inform to other Party such Force Majeure and consulted with other Party in detail. Moreover, if the cause of such Force Majeure disappears, the breaching Party shall make its best effort in immediately resuming to perform its obligations hereunder

Article 9 (Termination)

9.1 If the User falls under any of the followings, the Company may immediately terminate the entire or part of this Agreement by giving a written notice to the User:

9.1.1 when a disposition of suspension of transaction is imposed by financial institutions to User and User is considered as not having ability to perform this Agreement;

9.1.2 when a disposition of cancellation or suspension of business or license is imposed to the User by regulatory agencies;

9.1.3 when any promissory note or check issued by the User is dishonored, any material cause for business management including petition for bankruptcy, reorganization, rehabilitation, workout and other equivalent proceedings occurs and User is considered as not having ability to perform this Agreement; or

9.1.4 when the User transfers its rights and obligations hereunder to a 3rd party without consent of other Party

9.2 If the case falls under any of the followings and when other Party fails to remedy it within 15 days from receipt of demand requesting such remedy from the Company, Company may terminate the entire or part of this Agreement by giving a written notice to other Party:

9.2.1 when the User violates its obligations hereunder;

9.2.2 when the Installation of DaouOffice is impossible arising out of the fault of the User ;

9.2.3 when the User delays or reject to check and confirm the Installation without justifiable reason; or

9.2.4 when the User fails to pay the Service Fee to Company

9.3 Upon termination or expiration of this Agreement, Company shall transfer the Materials in its possession to the User within 3 days thereafter and shall immediately destroy the Materials after such transfer as set forth in the foregoing sentence.

9.4 Should this Agreement is terminated during the "Minimum Contract Period" arising out of the fault or simple change of mind of User, the User shall pay the following amount to Company as penalty for breach of this Agreement within 30 days from the termination date in addition to the full amount of Service Fee for the month of such termination.

9.4.1 Penalty for breach of this Agreement: Full amount of Service Fee for the remaining "Minimum Contract Period"

9.5 Upon termination of this Agreement under this Clause, the debts owed by either Party the fault of which causes the termination shall become immediately due and payable and other Party may claim for damage against that Party

Article 10 (Damage)

10.1 Either Party (including company itself, its officers, employees, advisers and workers) shall be liable for the damage incurred by other Party arising out of its breach of this Agreement: Provided that the amount of such damage to be paid by Company shall not exceed monthly Service Fee.

10.2 Notwithstanding the proviso of the foregoing Paragraph 10.1, the amount of damage for violation of confidentiality obligations may exceed monthly Service Fee.

Article 11 (Assignment of Rights and Obligations)

User and Company shall not assign, transfer or provide as security the entire or part of its rights and obligations hereunder to a 3rd party without consent of other Party.

Article 12 (Application and Consultation)

12.1 Any matter which is not set forth herein shall be determined by applying the laws on civil and commercial matters, social norm and customary practices and as consulted by the Parties.

12.2 This Agreement shall apply to the User during the license period.