
End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY PRIOR TO INSTALLATION AND USE.

Preamble

Through installing, accessing, or using this Product, You agree to be bound by this Agreement. You represent and warrant that You have all authority to bind this Agreement to any such person or entity.

This End User License Agreement (hereinafter referred to as “License Agreement” or “Agreement”) is entered into by and between **Penta Security Systems Inc.** (defined below “[*Penta Security*]”) and **any person or entity** (defined below “[*End User*]”) for the Product developed, distributed and sold by [*Penta Security*].

If You do not agree to the provisions set forth in this Agreement, You must:

- (a) do not install, access or use this Product software and hardware, and;
- (b) promptly return proof of purchase of this Product software and hardware to the party from whom You acquired it.

Article 1. [Purpose]

The purpose of this Agreement is to stipulate the conditions and procedures necessary for End Users to use the Product provided by [*Penta Security*], as well as other necessary matters.

Article 2. [Definition]

Penta Security

It means Penta Security Systems Inc., a corporation established under Korean law, with its headquarters on the 9th floor of Sewoo Building, 115 Yeouigongwon-ro, Yeongdeumgpo-gu, Seoul, Republic of Korea.

Product

It means all software and hardware and all accessories sold by *[Penta Security]* to You, and the detailed list follows the Product installation manual.

Documentation

It means all documents related to the above Product and Product updates, maintenance, etc.

License

It means permission to use this Product developed and sold by *[Penta Security]*.

End User

It means individuals, corporations, or licensees using this Product developed and sold by *[Penta Security]* under this Agreement, which is hereinafter referred to as "**You**."

Your User

It means individuals or corporations among You in paragraph 5 above which provide "Use Organization" defined below, with PIN, pattern, biometric information, QR, OTP PKI certificate etc. (defined below "Authentication Means") through this Product, and access the services of the Use Organization.

Use Organization

It means individuals or corporations who receive authentication means from Your Users through this Product among You in paragraph 5 above, verify their conformity, etc., and access the services of the Use Organization.

Article 3. [License Grant]

Subject to this Agreement, *[Penta Security]* grants You a non-exclusive, non-transferable and perpetual license to install, execute, and otherwise use this Product in the usual manner scheduled by *[Penta Security]* for Your internal business purposes (hereinafter referred to as "use"). You shall not use the Product in excess of the number of licenses granted to You (the number of devices on which the Product software is installed or the use scope of this Product granted to You). *[Penta Security]* may restrict some of the functions of this Product when a license is granted under this Agreement for a demonstration in a specific public place or use of a time-sharing Product.

Article 4. [Ownership and Intellectual Property Rights]

You acknowledge and agree that this Product and possible updates to this Product are outputs based on *[Penta Security]* proprietary technology, and that *[Penta Security]* retains all ownership and intellectual property rights in and to the Product. *[Penta Security]* may request the provision of reasonably related information or other materials in order to check whether the ownership and intellectual property rights are protected, and You must cooperate with this.

You will have no right and will not, nor will it authorize or assist parties to:

- (a) remove Product ID or property rights notice without prior written consent of *[Penta Security]*;
- (b) change or replicate the Product, or translate into any other computer or human languages;
- (c) reproduce or provide Product-related documents or their contents in a way that a third party can understand;
- (d) change, reproduce, translate, dismantle, reassemble, decompile, disassemble, reverse engineer or repackage all or any component of the Product, or otherwise attempt to discover the information of valuable business such as the source code of the Product or trade secrets of *[Penta Security]*;
- (e) use the Product and Product-related documents for demonstration in public places or use time-sharing methods;
- (f) delete, alter, distort, conceal or modify any notice of copyright, trademark or other proprietary right appearing in or on any item included with the Product or its packaging;
- (g) register, attempt to register, or assist a third party to register, directly or indirectly, any rights such as trademarks, intellectual property rights, or ownership associated with the Product in any country other than in the name of *[Penta Security]*;
- (h) sell, replicate, assign, distribute, dispose or otherwise transfer the Product or any of Your rights therein;
- (i) use the Product in a manner or for a purpose other than its intended purpose;
- (j) disclose the performance of the Product and the system in which the Product is used, the benchmark test result, or the analysis result without the prior written approval of *[Penta Security]*;
- (k) make derivative works of the Product.

Article 5. [Limited Warranties and Disclaimer of Warranties]

1. *[Penta Security]* represents and warrants the operation of the Product specified in the Product

documentation for 60 days for software and 1 year for hardware after You receive the Product. The content of this warranty is to provide a reasonable opportunity for You to notify *[Penta Security]* of the details of improper operation within the warranty period and to correct or exchange defective Product software to *[Penta Security]* in relation to the warranty in this paragraph, including return and replacement of the Product. The warranty in this paragraph may be invalidated at the discretion of *[Penta Security]* if You use the Product not in accordance with the Product related documents, or if the Product has been abused, altered, tampered with, or damaged by other accidents or natural disasters.

2. *[Penta Security]* does not guarantee that the Product will meet Your requirements, that the Product will operate without interruption, or that errors will not occur during use of the Product without a separate written contract. *[Penta Security]* does not compensate for improper operation of the Product other than as specified in Paragraph 1 of this Article, and You use the Product for purposes other than the Product's own function or controls the Product environment without consulting with *[Penta Security]*. Except as set forth in Paragraph 1 of this Article, You bear all risks related to the quality and performance of the Product, and shall assume the entire cost of all necessary remuneration regardless of the paid/free technical support service provided by *[Penta Security]* in relation to the risk.
3. Unless and to the extent that You purchase *[Penta Security]*'s paid technical support service, You are solely responsible for the use of the Product and the environment (including all software and hardware components).

Article 6. [Intellectual Property Indemnity]

1. In the event of a claim or lawsuit (hereinafter referred to as 'Claim, etc.') based on a third party's intellectual property rights against You in relation to the Product, You (a) immediately notifies *[Penta Security]* in writing of any facts and details of the Claim, etc. (b) grants *[Penta Security]* full authority and control over the settlement and defense of the Claim, etc. (c) fully cooperates to the extent reasonably possible with *[Penta Security]* in the defense of such Claim, etc., including providing adequate assistance and information at *[Penta Security]*'s expense.
2. *[Penta Security]* shall not be liable for any damages caused by the following reasons or for the Claim, etc. made in Paragraph 1 of this Article; (a) changes to the Product by anyone other than people recognized as technical supporters by *[Penta Security]*, (b) changes made by *[Penta Security]* at Your request, (c) use of the Product other than as specified in this Agreement or in the applicable Product documents, (d) use of an outdated version of the Product not in accordance with *[Penta Security]*'s recommendation or provision of update, (e) use of the Product in combination with software, hardware or data of a third party, (f) changes in the Product or Product environment (all server environments in which the Product is installed, such as the version of related software) performed by You without prior consultation with *[Penta Security]*, (g) function/operation suspension of all or part of the Product due to the expiration of the limited license.
3. In the event of a claim for damages from You or the Claim, etc. in Paragraph 1 above, *[Penta Security]* acquires Your right to use the Product at its own expense, corrects the Product so that there is no problem that caused the Claim, or exchanges for other products with equivalent performance and function. If *[Penta Security]* is unable to reasonably perform any of these options, *[Penta Security]* or You

may terminate this Agreement, and *[Penta Security]* shall depreciate the Product for which the Claim is made, applying a durable life of three years and refund You the amount of deducting the depreciation cost from the first use to the end of use.

4. The content of this Article states the entire obligations of *[Penta Security]* and Your exclusive remedies.

Article 7. [Limitation and Limitation of Liability]

1. *[Penta Security]* and You shall not be liable for any consequential, punitive, indirect, special or incidental damages (including loss of expected profits) of any kind, or be liable to one party for any damages whatsoever, even if such party has advised of the possibility of such damages.
2. *[Penta Security]* shall be liable only to the extent of the payment received from You in accordance with this Agreement for any claim for damages by You or a third party in relation to the Product.
3. The collection of Your Users' personal information (including Authentication Means) through the Product must be under the sole responsibility and management of the Use Organization, and the Use Organization must comply with relevant laws such as 「Act on Promotion of Information And Communications Network Utilization And Information Protection」 and 「Personal Information Protection Act」. *[Penta Security]* does not collect any personal information from Your Users directly or indirectly, and does not bear any responsibility internally or externally for personal information (including Authentication Means) collected and managed by the Use Organization from Your Users.

Article 8. [Confidential Information]

[Penta Security] and You agree to retain the other party's confidential information under this Agreement (if it is marked as confidential or is specifically defined as confidential at the time of disclosure, or the assets or information of the other party that can be objectively determined to be confidential information) and use it only for purposes of performing this Agreement or otherwise permitted under this Agreement.

[Penta Security] and You bear the obligation to protect the other party's confidential information, but not the following information;

- (a) that is generally publicly available,
- (b) known to the receiving party at the time of disclosure as evidenced in writing,
- (c) lawfully obtained from a third party who has the right to disclose such information, or
- (d) required to be disclosed by law, government order or request.

Notwithstanding any of the above, You confirm and agree that *[Penta Security]* Product and Product-related

documents contain confidential information and are deemed to consist of confidential information. In the event of termination of this Agreement, each party shall promptly return or destroy the other party's confidential information and copies thereof held, stored and managed by the other party.

Article 9. [Term and Termination]

1. This Agreement shall become effective (hereinafter referred to as the "Effective Date") on the first date on which You use the Product and shall continue in effect until terminated as provided herein. Either You or *[Penta Security]* may terminate this Agreement by giving the other party written notice of such termination upon the other party's breach of any contractual content (subject to the breaching party's right to remedy this breach within 30 days of receipt of such notice), the other party's insolvency, transfer of rights under this Agreement by the other party or for the other party's creditors without prior agreement, or appointment of a separate administrator due to bankruptcy, etc. In the case where You hold a limited license according to a fixed-term contract for a period of time, this Agreement shall be deemed renewed under the same conditions if one of the parties does not notify the other party of refusal to renew one month before the expiration of the contract period.
2. In the event of termination of this Agreement, the license granted to You under this Agreement shall be returned to *[Penta Security]*, and You shall cease all use of the Product. Within 10 business days of termination, You will destroy or deliver to *[Penta Security]* all copies of the Product or any portion thereof in Your possession or under Your control, and Your officer will certify to *[Penta Security]* such destruction or delivery. Your failure to comply with the obligations of this Paragraph will constitute an unauthorized use of the Product, and *[Penta Security]* may take any legal action in this regard. All paragraphs of this Agreement which by their nature should survive termination, shall remain in effect even after the expiration or termination of this Agreement.

Article 10. [Force Majeure]

Except for Your obligation to pay, neither party shall be liable to the other party for the delay or inability to perform the obligations under this Agreement due to causes beyond its reasonable control, such as natural disasters, provided the affected party gives prompt notice to the other and makes reasonable efforts to resume the performance of its obligations.

Article 11. [Use of End User Name]

You agree that *[Penta Security]* may use Your name for purposes of advertising, news, and sales promotion; provided, however, that it shall not indicate that You in any way endorses any of *[Penta Security]*'s products.

Article 12. [Transfer Prohibition]

This Agreement is an exclusive contract between You and *[Penta Security]*, and cannot be transferred without prior written consent of both parties. The same applies if You wish to lease the Product to a third party or provide services based on the Product.

Article 13. [Collection and Use of Product Data]

You agree that *[Penta Security]* may collect, retain and process the Product used by You and any information related to the use of the Product. *[Penta Security]* may periodically collect and use diagnostic and technical information to perform services such as Product-related software updates, Product use support, and statistical report publication through ICS (Intelligent Customer Support), and improve Product and service levels. *[Penta Security]* does not collect Your personal information, information that can infer personal information, biometric information, PIN, pattern, QR, OTP, PKI authentication information, location information and information that can infer location information.

Article 14. [Miscellaneous]

1. You may check the contents of this Agreement at any time on the initial screen of the management console. *[Penta Security]* may change part of this Agreement without prior notice to You if necessary for the smooth provision of products and services. In that case, *[Penta Security]* shall notify You of the change through the management console.
2. This Agreement constitutes the entire agreement of the parties, and supersedes all agreements between the parties with respect to the subject matter of this Agreement prior to or concurrently with the effective date of this Agreement.

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3. It is the intent of You and *[Penta Security]* that any dispute arising under this Agreement be resolved informally and as promptly as possible through good faith negotiation between the parties; provided, however, that the contents of this Paragraph shall not be construed as limiting or delaying the right of each party to carry out legal remedies against the other party.
 4. Nothing contained in this Agreement is intended or is to be construed to create a partnership, joint venture, or agency relationship.
 5. If any specific provision of this Agreement shall be declared invalid, or unenforceable due to violation of laws, all remaining provisions shall continue in full force and effect.
 6. No waiver of any right under this Agreement shall be deemed to be a waiver of the same or other right on any other occasion.
 7. This Agreement shall be governed by the laws of the Republic of Korea, and any disputes arising under or relating to this Agreement shall be resolved by the Seoul Central District Court located in Seoul, Korea.
 8. If necessary in relation to the Product and the use of the Product, the SW license for the SW DVD Package shall be in accordance with the following policy;
 - (a) The following components in the SW DVD Package comply with Apache License 2.0.
 - Talend Open Studio for Basic Data Integration
 - (b) The following components in SW DVD Package conform to GNU 2.0.
 - Filezilla
 - Wireshark
 - (c) The following components in the SW DVD Package comply with the MIT License.
 - PuTTY