

## AXGATE End-User License Agreement

IMPORTANT - READ CAREFULLY BEFORE USING THE SOFTWARE.

This AXGATE End-User License Agreement (this Agreement) is a legal agreement by and between you and AXGATE Co., Ltd. (AXGATE) for the AXGATE product specified in this Agreement (the Product). If you use the Product, you agree to be bound by the terms and conditions of this Agreement.

Hereinafter, (i) you and your mean you as an individual or an organization that has installed, copied or used any part or all of the Product, (ii) use means executing AXGATE hardware, software incorporated in such hardware, AXGATE subscription-based service utilized in AXGATE hardware and software, and software included in the virtual machine within the hardware; and (iii) computer means a physical computer, server computer and/or client computer as the context may require.

The Product includes computer software, any media, printed materials and online or electronic documents, including, but not limited to, any and all executable files, additional functions, user manual, help files and other files accompanying the Product and its ancillary documents, and is protected by the copyright laws and other intellectual property rights related laws and international treaties on copyright.

### Article 1. End-User License

AXGATE hereby grants you the following non-exclusive and non-transferable right to use the Product during the term of this license.

You may use as many copies of the hardware or software as you have agreed to use under this license from AXGATE. Each physical and/or virtual instance executed by the software-based Product shall be deemed to correspond to a single software-based Product and thus, one license for each

instance shall be granted to you.

If (i) you execute the set up or installation procedure of the Product in a physical and/or virtual environment, or if (ii) the Product runs on a separate memory due to the copy or reference of all or any part of the existing instance, an instance is deemed to have been created, therefore in this case, you will need to purchase additional licenses with respect to any exceeding instances.

Upon the expiration of your license, your right to use the Product expires. Therefore, you must discontinue your use of the Product immediately upon expiration. If you continue to use, make copies or distribute the Product in violation of this Agreement, you may be subject to civil and criminal liabilities.

If you have purchased the Product for use in an organization such as a company, you may not use the Product for personal use such as home.

## Article 2. License of Auto-Update, Upgrade Version, etc.

The Product, as part of normal operation for auto-update, may include a function which runs communication through the Internet. For the Product auto-update, temporary files may be installed on your computer, if necessary, with your prior consent.

For the purpose of improving emergency updates and real-time updates of the Product, the auto-update method may be changed at any time. In addition, in the event of a security emergency situation such as spread of malicious codes, in order to urgently block such malicious codes, your temporary update files may be transmitted to other users whose Product have not been updated real-time for prompt update.

If you use the Product by upgrading the earlier version of the Product, you may not transfer, rent or sell your earlier version. If any program or ancillary file not included in the newly purchased Product is in the earlier version, you are entitled to continue to use such program or ancillary file.

If you had been using the earlier version and have purchased the upgraded Product, you may not transfer, lease or sell the earlier version, and if any program or ancillary file not included in the upgraded version of the Product is in the earlier version, you may continue to use such program or ancillary file.

### Article 3. Intellectual Property Rights

You are only granted a non-exclusive and non-transferable license to use the Product, and all patents, copyrights and other intellectual property rights of the Product (the Intellectual Property Rights, etc.) belong to AXGATE. Therefore, the Intellectual Property Rights, etc. will not be transferred to you due to your installation or use of the Product, and the license under this Agreement will not be construed as a transfer or sale of the Intellectual Property Rights, etc. of the Product.

### Article 4. AXGATE Smart Defense: Data Collection

#### 1) Data

AXGATE may collect the following data discovered during your use of the Product, for the purpose of improving the quality and performance of the Product. The collected data will be stored anonymously in accordance with personal information protection policies. AXGATE will not collect any personal information other than the collected data and will not disclose such data to any third party.

##### a) Influx of information related to potential security threats through network

(e.g., information on IPs, port, packet, header, URL, URI, packet dump of traffic transmitting malicious binaries)

##### b) Traffic sample reported by user in response to potential security threats.

(e.g., packets sent or received or files created by the process suspected to have launched DDoS attack)

##### c) Information on programs downloaded from websites, etc.

(e.g., file name, URL, IP, file size and code signature)

#### d) Information on diagnosis of malicious codes

### 2) Other Data

AXGATE may collect information not personally identifiable, including the Product version being used or error data, for customer support and to improve the quality of the Product. The collected data will be stored anonymously in accordance with personal information protection policies and thereafter be destroyed after temporary use as statistics material.

## Article 5. Other Rights and Restrictions

1) Restrictions on Use, Copy and Modification: You may not, in general, infringe AXGATE intellectual property rights used in the Product or create derivative works using the Product. You are prohibited from removing any proprietary notices, marks or labels from the Product. Except as expressly authorized under this Agreement, you may not reverse engineer, de-compile, disassemble or benchmark test the Product, disclose the evaluation results of the Product, or use, copy, translate, re-distribute, re-transmit, publish, sell, rent, lease, trade, resell, pledge, mortgage, transfer, revise, modify or expand all or any part of the Product without the prior written consent of AXGATE.

2) Transfer of the Product: You may not transfer or provide as gift or security the Product or any of your rights under this Agreement to a third party without the prior written consent of AXGATE. In case you transfer or provide as gift or security the Product or any of your rights under this Agreement, you may not keep any copies of the Product in your possession and must deliver to the transferee the Product, including, but not limited to, this Agreement, the serial number of the Product, hardware, software, archival media, printed materials, manuals and any upgraded versions, and the transferee must agree to all of the terms and conditions of this Agreement. In no event may a partial transfer of any right granted under this Agreement be permitted. If the Product is an upgraded version or a new product, you must include all of the earlier versions of the Product in your transfer. You shall be fully responsible for any liabilities arising from the violation of the provisions relating to transfer set forth in this paragraph, and AXGATE shall not be held responsible for such liabilities in any way.

3) Termination of this Agreement: You may terminate this Agreement at any time by permanently destroying the Product. This Agreement will be automatically terminated if you copy or reproduce the Product without permission. AXGATE may terminate this Agreement if you fail to comply with

this Agreement. If this Agreement is terminated, you will be required to permanently destroy the Product and all copies of the Product that you have made. No part of any amount paid by you for the license to use the Product shall be refunded if this Agreement is terminated due to any cause attributable to you.

4) Termination of Services: If AXGATE releases an upgraded version of the Product or a new product, AXGATE must give notice of such fact to you by posting a notice on AXGATE website, notifying through distributors/partners, giving individual notices, etc. In such case, AXGATE may provide customer services including selling the earlier version of the Product and providing patch files for a certain reasonable period.

#### Article 6. Limited Warranty for AXGATE Product

1) Limited Warranties: Any and all risks resulting from the use, performance and customer service of the Product (including negligent engine updates by you) shall be borne by you. AXGATE and the distributors of the Product (including their agents, employees and officers) hereby, disclaim any warranties, including the warranties of merchantability, fitness for a particular purpose, implied warranty of intellectual property rights or non-infringement, whether express or implied, to the maximum extent permitted by applicable laws.

2) Exclusive Remedies: The entire responsibility of AXGATE and your exclusive remedy shall be limited to one of the following, at AXGATE sole discretion, (i) replacement of the defective Product, (ii) repair or replacement of the Product that does not meet the limited warranty of AXGATE, or (iii) termination of this Agreement and refund of the amount you have paid for the Product (only if the purchase was made by you), provided that a copy of your purchase receipt is delivered to AXGATE within the warranty period.

3) Disclaimer: AXGATE shall not be responsible for any promises, whether communicated to you orally, in writing or by any other means, by its distributors, dealers or any third parties.

4) Indemnity: Whether or not the remedies set forth in this Agreement have achieved their purpose, AXGATE and its distributors (including their agents, employees and officers), to the maximum extent permitted by applicable laws and except as set forth in this Agreement, shall not be liable for any damages or losses (including consequential, incidental, indirect, special, economic, punitive damages or other similar damages, including, without limitation, damages or losses relating to the loss of profits, loss of business opportunity, business interruption, damage to goodwill, shutdown or malfunction of computers, loss of business information or other commercial or pecuniary loss)

resulting from the use of or inability to use the Product, provision of customer services or failure thereof. This limitation shall apply regardless of whether the claims to such damages are based on tort, contract or any other legal theories. Unless there is intentional or gross negligence by AXGATE, in no event shall AXGATE be responsible for the above damages or any claims made by a third party. You acknowledge that the above risks have been reflected in the license fee. In no event shall AXGATE entire liability exceed the amount actually paid by you for the Product unless AXGATE is in intentional fault.

#### Article 7. Governing Law and Jurisdiction

Any matters that are not stipulated herein or any and all disputes arising in connection with this Agreement shall be resolved by agreement between you and AXGATE. Any matters that cannot be resolved by the agreement of the parties shall be brought to the Seoul Central District Court as the court of first instance in accordance with the laws of the Republic of Korea.

#### Article 8. Others

This Agreement constitutes the entire agreement between you and AXGATE with respect to the subject matter of this Agreement, and if any provision of this Agreement is invalid or unenforceable, such provision shall not invalidate the remaining provisions hereof. If you have any questions regarding this Agreement, contact AXGATE by fax at +82-2-557-7118, e-mail at [sp@AXGATE.com](mailto:sp@AXGATE.com)) or mail at 5F, Song-Seok Bldg, 13, Yeongdong-daero 85-gil, Gangnam-gu, Seoul, South Korea, 06183.