

End User License Agreement(EULA) for CheckMAL Software

This is an important agreement, so please read it carefully and familiarize yourself with it.

This CheckMAL Software License Agreement (the "Agreement") is an agreement between you and CheckMAL Co., Ltd. (the "Company") in relation to the CheckMAL software product (the "Software" or "CheckMAL Software") as described below.

If you do not agree to this Agreement, do not install, copy or use CheckMAL Software.

1. Definition

1.1 In this Agreement, "**CheckMAL Software**" refers to the software for which CheckMAL Co.,Ltd. CheckMAL Software may include computer software, recording media, any executable files that can collect analog or electronic documents, add-ons, user manuals, help files, and other files.

1.2 "**Computer**" as used in this Agreement means a device, including a general computer and a server and client computer, that is connected to a network and can use information.

1.3 "**Use**" as used in this Agreement means any act by which CheckMAL Software is installed, executed, or displayed on a screen, stored in a computer's recovery device, primary or secondary storage device, CD-ROM, or other storage device.

1.4 In this Agreement, "**Supplier**" means a person who has signed a business partner agreement with CheckMAL or has been granted official sales rights from CheckMAL for the sale of CheckMAL software, such as a distributor or reseller of CheckMAL.

1.5 In this Agreement, "**You**" or "**Customer**" refers to an entity or individual who has entered into a contract with CheckMAL or a supplier for the use of CheckMAL Software (hereinafter referred to as the "Purchase Agreement").

1.6 In this Agreement, "**Paid Products**" refers to CheckMAL Software sold by CheckMAL or a supplier for a fee.

1.7 In this Agreement, "**Free Products**" refers to CheckMAL software provided free of charge by CheckMAL or its suppliers.

2. Software Use License

2.1 **Limited License:** CheckMAL grants a non-exclusive, non-transferable license to the CheckMAL Software for the duration of the term of use (the term of the contract for paid products, or the period of use of the CheckMAL Software for free products) on the condition that the customer agrees to the terms of this Agreement.

2.2 Scope of License: If the Customer is a purchaser of the Paid Product, the Customer may use the CheckMAL Software in the quantity contracted with CheckMAL or the Supplier. Creating an instance is equivalent to the Customer (i) executing the setup or installation procedure of this Software in a physical and/or virtual environment, or (ii) running the Software on a separate memory so that all or part of the existing instance is duplicated or referenced. Each physical and (or) virtual instance that this software runs is considered to be equivalent to one CheckMAL software, so the customer must be granted one license for each instance and cannot use CheckMAL software in excess of the contracted number of software licenses.

2.3 Use Version: If the Customer uses CheckMAL Software by upgrading the old version, the Customer may not transfer, rent or sell the old version separately, and if the old version contains programs or attached files that are not included in the upgraded CheckMAL Software, the Customer shall continue to have the license for the excluded programs and attached files. If a customer who was using the old version purchases a new product and uses CheckMAL software, the customer cannot transfer, lend, or sell the old version separately, and if the new CheckMAL software does not include a program or an attached file, the customer will continue to have the license for the excluded program and the attached file.

3. Software Use Limitations

3.1 License Quantity Restriction: If you are a customer who purchases a paid product, you may install and use CheckMAL Software on the computer you use for the quantity of software licenses contracted with CheckMAL. Each physical or virtual instance of this software is considered to be equivalent to one instance of this software product, so you must be granted one license for each instance.

3.2 Prohibition of Transfer and Collateral: The Customer may not transfer or provide as collateral the contractual position related to the acquisition of the right to use CheckMAL Software or the license to use CheckMAL Software to another party without the prior written consent of CheckMAL. Exceptionally, if the Customer transfers the rights to the CheckMAL software to another person or provides it as collateral, the Customer may not possess a copy of the CheckMAL software, and must deliver all materials related to the CheckMAL software, including this Agreement, product number, recording media, printed materials, manuals, and upgrade versions, to the transferee, and the transferee must agree to all terms and conditions of this Agreement. The Customer may not, under any circumstances, separate and transfer any of the Customer's rights acquired by the execution of this Agreement. The Customer shall be solely responsible for any liability arising from the violation of this restriction on transfer, and CheckMAL shall not be liable for any such violation.

3.3 Prohibition of Use for Profit: You may install and use the free version of this software product on a computer that you use for non-profit and personal purposes for non-profit

purposes. However, you may not use this software product for profit, and you may not install or use the free version of this software product on a computer that is used by an entity or other organization and that you do not use for personal purposes.

3.4 Term of Use Expiration: If the Term of Use expires, you will not be able to use the Software Product. Any reproduction or redistribution of the Software Product in violation of this Agreement is prohibited by law and may result in civil and criminal liability.

4. Internet Based Service Provision

4.1 Internet Connection: You must have a stable internet connection for CheckMAL Software to operate properly. You are responsible for maintaining a stable Internet connection at all times.

4.2 Automatic Updates: This software product includes features that communicate over the Internet as part of normal operation for automatic updates. When this software product is automatically updated, any files may be installed on your computer as needed. The automatic update method may be changed at any time to enhance emergency updates and real-time updates for your computer. In addition, in the event of a security emergency, such as the spread of malicious code, your temporary update file may be sent to other users who have not updated in real time to block the malicious code and ensure prompt updates.

4.3 Upgrade: CheckMAL Co., Ltd. is obligated to notify customers when it releases an upgraded version of CheckMAL Software or a new product, and it may provide all customer support services, including sales of the old version and provision of patch files, for a reasonably necessary period of time. CheckMAL Co., Ltd. may notify its customers by posting notices on its website or sending emails to customers.

5. Offline Usage Conditions

5.1 Manual Updates: When using CheckMAL Software in an environment without an Internet connection, automatic updates via the Internet will not be supported. Manual operations may be required for software installation, patch updates, and other necessary maintenance tasks.

5.2 Network Connection or Authentication: During the installation, patching, or engine update process of CheckMAL Software, a network connection or a separate authentication procedure may be required.

6. Intellectual Property Rights

6.1 Intellectual Property Rights: You are only granted non-exclusive use of this software product, and all patent rights, copyrights, and other intellectual property rights (hereinafter referred to as

"Intellectual Property Rights") for this software product belong to CheckMAL Co., Ltd. Therefore, the installation and use of this software product does not transfer intellectual property rights to you, and the license granted under this Agreement does not constitute a transfer or sale of intellectual property rights to this software product. All rights to this software product belong to CheckMAL Co., Ltd. and/or its suppliers.

6.2 No Infringement: As a general rule, the Customer may not infringe the intellectual property rights of CheckMAL, and may not create derivative works using CheckMAL Software. The Customer may not remove any information related to rights, such as indications, marks, or labels, regarding the attribution of intellectual property rights of CheckMAL Software. The Customer may not reverse-engineer, decompile, or disassemble the CheckMAL Software except as expressly permitted in this Agreement, and may not translate, redistribute, retransmit, publish, sell, rent, lease, market, resell, pledge, secure, transfer, or otherwise exploit CheckMAL Software, in whole or in part, without the prior written consent of CheckMAL, Inc. You may not change, modify or expand the CheckMAL Software. Any reproduction or redistribution of the CheckMAL Software in violation of this Agreement may constitute a copyright infringement and may result in civil and criminal liability.

7. Data Collection and Use

7.1 Data

(a) Your computer's hardware and software information.

Example: Information on the operating system version, service pack version, executable file (name, file name, date, HASH value, compressed or not, version information) and information on non-executable files that have caused malicious behavior (name, file name, date, HASH value, compressed or not, version information)

(b) Information on the behavior of programs that may pose a potential security threat, such as manipulating system files or accessing critical processes, and information on the processes and applications that are believed to have performed such behavior.

Example: Parameters of functions that cause malicious behavior, module names and module hash values that perform the behavior. List of modules loaded by the process that performs the malicious behavior, stack or heap memory content with the code that performs the malicious behavior, and URL information where the malicious code is distributed.

(c) Data samples sent in response to potential security threats.

Example: Packets sent or received by a process suspected of conducting a DDoS attack, or files created by the process.

(d) Information about applications downloaded via a web browser, etc.

Example: File name, URL, IP, file size, signer.

(e) New executable files that have not been classified as malicious or normal files in Aida Cloud Center, and non-executable files that have caused malicious activity.

(f) Diagnostic information about malware.

(g) Executable files that do not exist in CheckMAL Co., Ltd.

7.2 **Other information:** CheckMAL Co., Ltd. may collect non-personal information that cannot identify individuals, such as the version of the product you are using and error information, in order to support and improve the quality of this software product. In addition, the number of banner impressions and clicks can be collected to collect statistics on the banners included in this software product. The collected data is used as temporary statistical data and is not permanently stored as it is discarded after use.

8. Other rights and restrictions on use

8.1 **User Rights Infringement:** As malware techniques become more sophisticated, CheckMAL may partially infringe on the rights of users (such as creating an administrator temporary account for remediation on the system) in order to efficiently provide analysis, diagnosis, and remediation functions to users and maximize the effectiveness of users' use of the software product. Such infringement of user rights is limited to the analysis, diagnosis, and treatment of malicious code while the software product is running, and in no other cases will the user's rights be infringed.

8.2 **Transfer Prohibited:** You may not transfer or donate the right to use the Software or any other status under the License Agreement to another person, nor may you provide it as collateral.

8.3 **Termination of the Agreement:** You may terminate this Agreement at any time by destroying all copies of the Software. This Agreement will be automatically terminated if you copy or reproduce the Software without authorization. If you do not comply with this Agreement, CheckMAL may terminate this Agreement. If this Agreement is terminated, you must destroy the Software Product and all copies you have made. If this Agreement is terminated due to reasons attributable to the Customer, the license fee paid by the Customer to acquire the license to the CheckMAL Software will not be refunded.

9. Limited Warranty: Disclaimer and Exclusion of Liability

9.1 **Exclusion of Warranty:** You assume all risks associated with the use and performance of the Software Product and the Customer Support Services (including risks caused by your failure to update the engine). CheckMAL and its suppliers (including their respective agents and employees) exclude all warranties, express or implied, including implied warranties of merchantability, fitness

for a particular purpose, and non-infringement of intellectual property rights, to the fullest extent permitted by applicable law. CheckMAL does not guarantee that the functions included in this software product will meet your requirements or that the use of this software product will not cause temporary interference or errors in the use of your computer, and to the extent permitted by applicable law, CheckMAL excludes all warranties that may be excluded. CheckMAL is not responsible for any problems caused by changes in computer hardware and computer operating systems manufactured after the release of this software product. In addition, CheckMAL is not responsible for any damage caused by a new virus or potentially harmful program discovered after the release of this software product, or by a new virus or potentially harmful program discovered after the release of an upgraded version or new product of this software product and the discontinuation of customer support services for the old version. CheckMAL has the right to determine which functions may adversely affect the computer system and which programs, files, and other components may adversely affect the user's computer system, and CheckMAL is not responsible for any damages caused by errors in CheckMAL's judgment.

9.2 Remedies Method: CheckMAL's entire liability, and your exclusive remedy, with respect to this SOFTWARE PRODUCT shall be, at CheckMAL's option, (1) replacement of the defective SOFTWARE PRODUCT, (2) repair or replacement of this SOFTWARE PRODUCT that fails to meet CheckMAL's LIMITED WARRANTY, or (3) termination of this AGREEMENT and a refund of the purchase price (if any). You may receive the above remedy by sending the certificate of purchase to CheckMAL Co. within the warranty period.

9.3 Use of Open Source Software and Exclusion of Warranty: CheckMAL Software may include certain software or libraries that use open source software. In this case, the license for the open source software is granted to the customer in accordance with the applicable license terms. The open source software is distributed for useful purposes, but no warranty of any kind, including any implied warranty of merchantability or fitness for a particular purpose, is given. The licensor of the open source software, CheckMAL, the supplier, etc. shall not be liable for any damages arising from the customer's use of the open source software, even if they knew in advance of the possibility of such damages, to the fullest extent permitted by applicable law.

9.4 Lack of Other Warranties: CheckMAL Co., Ltd. is not responsible for any promises made to you by CheckMAL Co., Ltd. suppliers, distributors, or other third parties, whether orally, in writing, or by any other means of communication.

9.5 Disclaimer of Liability for Damages: Regardless of whether the remedies provided for in this Agreement have achieved their purpose.

CheckMAL or CheckMAL's suppliers (including their respective agents and employees) shall be liable for all damages (including consequential, CJ will not be liable for any incidental, indirect, special, economic, punitive, or other similar damages, including, but not limited to, loss of business profits, loss of goodwill, interference with business, computer malfunction or malfunction, loss of business information, or any other commercial or financial damages or

losses). In connection with the foregoing, any of your claims for damages, etc. in relation to the foregoing shall be deemed to be a breach of contract, Regardless of the legal basis for any liability, including illegal acts, if CheckMAL has been notified in advance of the possibility of the above damages or if CheckMAL was aware of the possibility of such damages, CheckMAL shall not be liable for the above damages, etc. unless CheckMAL has committed willful misconduct or gross negligence, and shall not be liable for any claims for compensation asserted by a third party. You acknowledge that the acceptance of this Agreement reflects the assumption of such risks.

10. Governing Law and Jurisdiction

Any dispute arising between CheckMAL and you in connection with the use of the Software Product shall be governed by the laws of the Republic of Korea, and all legal disputes arising in connection with this Agreement and the license to use the Software Product shall be resolved exclusively in the court having jurisdiction over the location of CheckMAL's headquarters.

11. General Matters

11.1 Complete Agreement: This Agreement sets forth the entire agreement between the Customer and CheckMAL Co., Ltd. and supersedes all prior written or oral agreements, understandings, representations, advertising, and notices with respect to the subject matter of this Agreement.

11.2 Changes to the Contents of the Agreement: CheckMAL may amend this Agreement at any time if necessary due to amendments to relevant laws and regulations or changes to the software. In this case, CheckMAL will update the Software License Agreement posted on the website and notify the customer of the updated agreement through the contact information provided by the customer, giving the customer the opportunity to review and accept or reject the updated agreement within the period specified below.

- If you are a paying customer, extending or renewing your existing purchase agreement will constitute your acceptance of the changes to this Agreement and the updated Agreement will take effect upon renewal. If you do not agree to the revised Agreement, you must reject the changes by canceling your renewal at the end of your contract period, uninstalling CheckMAL Software, and ceasing all use of the Services.
- If you are a free product customer, your continued use of CheckMAL Software following notice as described in this section will constitute your acceptance of the changes to the Agreement. If you do not agree to the updated Agreement, you must cease all access and use of CheckMAL Software and uninstall it.

11.3 **Partial Invalidity:** If any provision of this Agreement is invalid or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected.

11.4 **Contact:** If you have any questions about this Agreement, please contact CheckMAL's representative by phone (+82-70-7770-5548), email (contact@checkmal.com), or website (<https://www.checkmal.com/support/inquiry/?lang=en>).

12. Special Terms (CheckMAL Software Free Product Related)

This Agreement includes the consent to receive commercial information for profit.

12.1 **Special Terms Apply:** The following special terms apply when the Customer uses CheckMAL software free of charge. If there is a conflict between these special terms and the remaining provisions of this Agreement, these special terms shall prevail.

12.2 **Software Use Restrictions:** Customers using CheckMAL Software free products may install the free version of this software product on a computer for the customer's non-commercial and personal use free of charge and use it for non-commercial and personal purposes only. Therefore, customers may not use this software product for commercial or non-personal purposes, and may not install or use this software product on computers used by organizations such as corporations that are not used by customers for personal purposes.

12.3 **Consent to Receive Commercial Information for Commercial Purposes, if Applicable:** CheckMAL Software Free Products are programs that display commercial information for commercial purposes, and using such products may expose the customer's computer to commercial information for commercial purposes. The customer consents to receiving advertisements from CheckMAL and/or its partners through CheckMAL Software Free Products by agreeing to this Agreement. The customer may withdraw consent to the transmission of advertising information, but in this case, the use of CheckMAL software may be restricted. The customer may delete CheckMAL software from the 'Control Panel' or 'Settings' depending on the device on which it is installed.

12.4 **Advertisement Exposure Related Data Collection and Use (if applicable):** To collect the exposure statistics of the provided advertisements, we may create and send non-personally identifiable cookie files and identification keys to the server in order to collect software usage patterns, the number of advertisements exposed and the number of clicks.

12.5 **Provision of information or other services other than the purpose of the product:** CheckMAL Co., Ltd. may provide content and other services other than the purpose of using this software product when the customer downloads, installs, uses, or upgrades the CheckMAL Software free product.

12.6 **Consent to automatic updates:** CheckMAL Software is automatically updated after the

installation of the CheckMAL Software free product, and this is replaced by consenting to this Agreement without seeking separate consent from the customer.