

# Master Service Agreement

THIS CLOUDBRIC SERVICE AGREEMENT ("SA") is between the customer who subscribes the Services ("Customer") and Cloudbric Corporation ("CLOUDBRIC") located in Sewoo Bldg., 8th Fl. 115, Yeouigongwon-ro, Yeongdeungpo-gu, Seoul, Republic of Korea.

Customer's use of and access to the Services shall be governed by this SA, Privacy Policy, Acceptable Use Policy and Service Level Agreement (collectively referred to as the "Agreement").

This SA is the complete and exclusive agreement between Customer and CLOUDBRIC regarding its subject matter and supersedes and replaces any agreement, understanding, or communication between Customer and CLOUDBRIC, whether written or oral, prior or contemporaneous regarding such subject matter.

BY CHOOSING THE "CLOSE" OPTION LOCATED ON OR ADJACENT TO THE SCREEN WHERE THIS SA MAY BE DISPLAYED, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS SA AND/OR THE AGREEMENT.

1. DEFINED TERMS. The following words used in this SA have the following meanings:

"Acceptable Use Policy" or "AUP" means CLOUDBRIC's Acceptable Use Policy which is located at the Cloudbric Website.

"Account Information" means the Account Information as defined in Section 5.1 below.

"Cloudbric Website" means a site enabling Customer to subscribe to the Services subject to the terms and conditions of the Agreement, including but not limited to cloudbric.com, labs.cloudbric.com.

"Business Day" means 9:00 a.m. – 6:00 p.m. Monday through Friday in UTC+9 time excluding public holidays in South Korea.

"CLOUDBRIC's Confidential Information" means log records, reports and/or benchmarking information disclosed or made available by CLOUDBRIC to Customer for the purpose of provision of the Services.

"Customer" means an individual or entity who agrees to the terms of the Agreement for the purpose of use of the Services.

"Customer Content" means the Customer Content as defined in Section 5.4 below.

“Feedback” means any and all suggestions, comments, improvements, or other feedback about the Services that anyone including Customer provides to CLOUDBRIC either directly or indirectly.

“Heavy Traffic” means a state exceeding the limit as set forth in the Payment Plan submitted by Customer when Customer subscribes to the Services.

“Payment Plan” means a payment plan submitted by Customer to CLOUDBRIC at the time of Customer’s subscription of the Services.

“Provisional Period” means a period which needs for completion of Rerouting Traffic by Customer as set forth in Section 5.5.

“Personal Information” or “PI” means the information pertaining to an individual alive, which contains information identifying a specific person with a name, a government identification number or similar in a form of code, letter, voice, sound, image, or any other form (including information that does not, by itself, make it possible to identify a specific person but that enables to identify such person easily if combined with another information).

“Privacy Policy” means the terms governing the use of PI which is located at the Cloudbric Website.

“Services” mean ‘Cloudbric’ and ‘Cloudbric Labs’ and ‘Cloudbric Remote Access Solution’ provided to Customer pursuant to the Agreement.

“SLA Credits” mean the credits for applicable qualifying Loss of Services as described in the Service Level Agreement.

“Service Level Agreement” means the Service Level Agreement which is located at the Cloudbric Website.

“Third Party Services” mean services which are provided by any third parties directly to Customer. The definition of the Services does not include Third Party Services.

“Cloudbric” means a service detecting and blocking hackings attempted against web applications on World Wide Web environment. Also means services provided by Cloudbric Labs.

“Cloudbric Labs” means services provided by the labs.cloudbric.com website, including but not limited to Threat DB, WAFER, Threat Index.

“Cloudbric Remote Access Solution” means a service that allows secured remote access of files or web applications on web servers by the user on the World Wide Web environment.

## 2. CLOUDBRIC’S OBLIGATIONS.

2.1 Provision of Services. Upon Customer’s acceptance of the Agreement by choosing the “CLOSE” on the screen of the Cloudbric Website, CLOUDBRIC agrees to provide the Services. CLOUDBRIC may change, discontinue, add, modify, re-price, remove features, functionality and/or operational policies from the Services.

### 3. PRIVACY

3.1 Collection of PI. The collection and use of PI is governed by the Privacy Policy.

### 4. USE OF AND ACCESS TO THE SERVICE.

4.1 Subscription and Use Right. Subject to the terms and conditions of this Agreement, for the duration of the term of this Agreement, CLOUDBRIC hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, revocable right to use and access the Services for internal purposes. Customer may access to the Services and any upgrades, if applicable, to such Services through the Cloudbric Website. CLOUDBRIC may modify the Services and operational policies of the Services at any time. This Agreement shall supersede any license terms provided by CLOUDBRIC. CLOUDBRIC is not responsible and disclaim all liability for any damages and/or loss arising from Customer's negligence to follow with the latest terms of this Agreement.

4.2 Resale of Services. Customer shall not be permitted to resell the Services to Customer's customers and end users nor third parties without the CLOUDBRIC's prior written consent.

4.3 Use of Services. By contributing data to Cloudbric Labs, Customer agrees to give CLOUDBRIC full ownership of submitted data, and warrants that the submitted data does not misuse or violate any rights including, but not limited to, third party right, copyright, trademark, patent, privacy right, moral right, or any other intellectual property right. All submitted data is accountable to reward, which is subject to change at CLOUDBRIC's discretion as set forth in Section 2.1, 4.1.

### 5. CUSTOMER OBLIGATIONS AND REPRESENTATIONS AND WARRANTIES.

5.1 Obligations. Customer agrees to do each of the following: (i) comply with all applicable laws, rules and regulations and the terms of this Agreement; (ii) pay the fees for the Services when due; (iii) use reasonable security precautions for providing access to the Services by its employees or other individuals to whom Customer provides access including private keys and other security options; (iv) cooperate with CLOUDBRIC's reasonable investigation of outages, security problems, and any suspected breach of this Agreement; (v) comply with all license terms or terms of use for any software, content, service or website (whether made available to Customer through the Services by CLOUDBRIC or a third party) Customer uses or accesses when using the Services; (vi) give CLOUDBRIC true, accurate, current, and complete information regarding billing information, password and email

address, and other information that may be required (“Account Information”) when establishing Customer’s account associated with the Services; (vii) keep Customer’s billing contact and other Account Information up to date; (viii) be responsible for the use of the Services by Customer, any person to whom Customer has given access to the Services, and any person who gains access to the Services; (ix) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and immediately notify CLOUDBRIC of any known or suspected unauthorized access to and/or use of the Services, or any other breach of security; (x) comply with Section 9.2 below; and/or (xi) unless expressly authorized by CLOUDBRIC, use the most current version of the Services or any portion thereof. Customer may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, the Customer shall not use, or permit any other person to use, the Services in connection with manufacturing of military arsenals and weapons and/or using such military arsenals and weapons for mass destruction purpose or aircraft using such or other modes of human mass transportation, nuclear or chemical facilities. In the event of a dispute between CLOUDBRIC and Customer regarding the interpretation of applicable law or the Agreement, CLOUDBRIC’s reasonable determination shall control.

When the Customer experiences problems in accessing the Services, the Customer is at its own judgment and risk to proceed with the bypass of the Services (“Bypass by Customer”), and CLOUDBRIC shall not be liable for any damages and/or loss arising from the Bypass by Customer.

5.2 Representations and Warranties. Customer represents and warrants that it has the full power and authority to enter into this Agreement and to grant CLOUDBRIC the rights granted herein. Customer represents and warrants that it does not and shall not violate or infringe any laws and/or any intellectual property right of any third party. Customer represents and warrants that it has maintained and maintains the confidentiality and privacy of the personally identifiable information and/or any private information of its customers and end users in strictly confidential manner in full compliance with any relevant laws and regulations, in particular, related to preservation and protection of privacy and security.

5.3 Confidentiality. Customer agrees not to use CLOUDBRIC’s Confidential Information except in connection with Customer’s authorized use of the Services. Customer agrees not to disclose CLOUDBRIC’s Confidential Information to any third person or party for a period of [five (5) years] following the termination or expiration of this Agreement except where the CLOUDBRIC’s Confidential Information: (i) was in Customer’s possession

prior to receipt from CLOUDBRIC; (ii) is publicly known or readily ascertainable by proper means; (iii) is rightfully received by Customer from a third party without a duty of confidentiality; (iv) is disclosed by CLOUDBRIC to a third party without a duty of confidentiality on the third party; (v) is independently developed or learned by Customer; or (vi) is disclosed by Customer with CLOUDBRIC's prior written approval. Customer will provide reasonable prior notice to CLOUDBRIC and will request a protective order if Customer is required to reveal the CLOUDBRIC's Confidential Information under a subpoena, court order or other operation of law. Customer shall promptly return the CLOUDBRIC's Confidential Information at the CLOUDBRIC's request. Upon a breach of this Confidentiality obligation by Customer, Customer shall compensate damages of 6 times of monthly fees paid by Customer to CLOUDBRIC to subscribe the Services as liquidated damages to CLOUDBRIC.

5.4 Customer Content. Customer agrees that CLOUDBRIC may cache on its servers documents, information and/or any content and/or meta data contained in the Customer's site and/or trafficked to the Customer's site ("Customer Content"), including without limitation reroute the Customer Content and all traffic directed to the Customer's site to another CLOUDBRIC designated IP address, for the purpose of enabling the provision of the Services. Customer hereby grants CLOUDBRIC a non-exclusive, worldwide, fully paid-up, royalty-free license to use, host, transfer, display, make available to the public, modify certain elements of the Customer Content and otherwise exploit the Customer Content, in any media formats, solely for the purpose of enabling the provision of the Services. Such license will apply to any form, media, or technology now known or hereafter developed. Customer hereby warrants and represents that: (i) Customer is the sole owner of and/or holds all rights in and to the Customer Content; (ii) there are no restrictions, limitations which prevent or restrict Customer from granting CLOUDBRIC the license above; and (iii) the Customer Content will not: (a) facilitate or promote illegal activity, or contain content that is illegal; (b) contain content, material or information that is defamatory, obscene, distasteful, racially or ethnically offensive, harassing, or that is discriminatory based upon race, gender, color, creed, age, sexual orientation, or disability; (c) contain sexually suggestive or explicit content; (d) infringe upon or violate any right of any third party; (e) disparage, defame, or discredit CLOUDBRIC or any third person; or (f) otherwise contain content that violates any laws, rules, regulations or policies of any competent jurisdiction. CLOUDBRIC may disallow the use of the Services when content is flagged or blocked at CLOUDBRIC's sole discretion without any prior notice. Customer will have no complaint, claim or demand

towards CLOUDBRIC regarding the deletion, blocking or removal of content Customer created, contributed to or used.

CLOUDBRIC does not warrant that it will maintain a back-up copy of the Account Information saved to the Cloudbric Website. CLOUDBRIC does not provide a back-up service to Customer, and Customer shall keep a copy of the Account Information on Customer's site for back-up purposes.

5.5 Rerouting Traffic. As a prerequisite for provision of the Services, Customer shall agree to ensure that all traffic to the Customer's site will be rerouted to the applicable IP address contained in Cloudbric Profile whose definition is found in Service Level Agreement as set forth in the applicable CLOUDBRIC set up procedure and by doing so, Customer shall fully comply with all ICANN rules and regulations and any internet registrar procedures in connection therewith. Customer shall be solely responsible for rerouting such traffic back to the Customer's original IP address upon termination and/or expiration of the Customer's rights hereunder. Customer agrees to ensure that the Customer's site includes terms of use no less restrictive than those contained in this Agreement and shall be solely responsible for Customer's customers and end user's compliance with the terms hereof.

## 6. FEES AND TAXES.

6.1 Fees. Customer agrees to pay the fees charged by CLOUDBRIC and comply with the payment procedure and terms to be provided by CLOUDBRIC.

6.2 Taxes. Unless otherwise stated, fees do not include any direct or indirect local or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added taxes or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its use of the Services.

## 7. INTELLECTUAL PROPERTY.

7.1 Ownership of Services and Cloudbric Website. Customer hereby acknowledges and agrees that CLOUDBRIC owns all legal right, title and interest in and to the Cloudbric Website and the Services provided by CLOUDBRIC, including, without limitation, any and all patent rights, copyright rights, trademark rights, trade secret rights and all other intellectual property and proprietary rights embodied therein, which subsist in the Cloudbric Website and the Services. As between Customer and CLOUDBRIC, all materials on the Cloudbric Website, including, but not limited to, graphics, user and visual interfaces, images, software, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and

arrangement of the Cloudbric Website and its content, and the domain names, trademarks, service marks, proprietary logos and other distinctive brand features found on the Cloudbric Website, are all solely owned by and exclusively vested into CLOUDBRIC.

7.2 Trademarks. Customer hereby grants and agrees to grant to CLOUDBRIC a non-exclusive, irrevocable, worldwide, royalty-free, fully paid-up license to use Customer's trademarks, marks, logos or trade names in connection with CLOUDBRIC's provision of the Services. The license granted in this Section 7.2 includes the right of CLOUDBRIC to sublicense its subsidiaries and affiliates and any third parties providing all or part of the Services on behalf of CLOUDBRIC to achieve the foregoing.

7.3 Feedback. CLOUDBRIC shall own all right, title and interest in and to the Feedback. Customer hereby irrevocably assigns to CLOUDBRIC all right, title, and interest in and to the Feedback and agrees to provide CLOUDBRIC with any assistance CLOUDBRIC may request to document, perfect, and maintain CLOUDBRIC's rights in the Feedback.

## 8. TERM, SUSPENSION AND TERMINATION.

8.1 Term. The term of this Agreement shall commence on the date that Customer first accepts the Agreement and shall continue for thirty (30) days. It automatically renews for successive 30-day terms unless otherwise terminated as provided in this Section 8. Customer is hereby granted the option not to renew the Agreement for an [additional thirty (30) day] term ("extended term") provided that notice of exercise of said option shall be given by Customer to CLOUDBRIC at least [seven (7) days] prior to the expiration of the then existing term. Any revised or modified terms and conditions of the Agreement shall be applicable to the extended term.

8.2 Suspension. CLOUDBRIC may suspend provision of the Services to Customer without liability if: (i) CLOUDBRIC reasonably believes that the Services are being used (or have been or will be used) by Customer in violation of this Agreement; (ii) Customer does not cooperate with CLOUDBRIC's investigation of any suspected violation of this Agreement; (iii) CLOUDBRIC believes that the Services provided to Customer have been accessed or manipulated by a third party without Customer's consent or in violation of this Agreement; (iv) CLOUDBRIC reasonably believes that suspension of the Services is necessary to protect the Cloudbric Website or CLOUDBRIC's other customers; (v) a payment for the Services is overdue by more than [thirty (30) days]; (vi) the continued use of the Services by the Customer may adversely impact the Services or the systems or content of CLOUDBRIC or any other CLOUDBRIC customer; (vii) CLOUDBRIC reasonably believes that the use of the Services by Customer may expose

CLOUDBRIC, its subsidiaries and affiliates to liability; or (viii) suspension is required by law or (ix) CLOUDBRIC believes that the Customer causes the Heavy Traffic. CLOUDBRIC will give Customer reasonable advance notice of a suspension under this Section 8.2 and a chance to cure the grounds on which the suspension are based, unless CLOUDBRIC determines, in CLOUDBRIC's reasonable commercial judgment, that either suspension on shorter or contemporaneous notice or immediate suspension without notice is necessary to protect CLOUDBRIC, its subsidiaries, affiliates and other customers from operational, security, or other risk or the suspension is ordered by a court or other judicial body. If the suspension was based on Customer's breach of Customer's obligations under this Agreement, then CLOUDBRIC may continue to charge Customer the fees for the Services during the suspension, and may charge Customer a reasonable reinstatement fee upon reinstatement of the Services, which shall be at CLOUDBRIC's sole discretion.

8.3 Blocking. CLOUDBRIC may block the access to the Customer's site by Customer and/or its customers and end users without liability if the data used by Customer in a given month exceeds such data which Customer has promised to use in the Payment Plan of Customer submitted to CLOUDBRIC when subscribing to the Services. If the blocking has occurred, Customer may be able to use the Services only when Customer makes additional payments to CLOUDBRIC for subscription of the Services.

8.4 Termination for Convenience. Customer may terminate this Agreement for convenience at any time. If Customer terminates this Agreement for convenience, Customer shall pay CLOUDBRIC all amounts that would be due within [forty-five (45) days] after such termination.

8.5 Termination for Breach. CLOUDBRIC may terminate this Agreement if: (i) CLOUDBRIC discovers that the information Customer provided to CLOUDBRIC about Customer's proposed use of the Services was materially inaccurate or incomplete; (ii) if Customer is an individual and was not at least 19 years old or otherwise did not have the legal capacity to enter into this Agreement at the time Customer accepted the Agreement, or if Customer is an entity, the individual accepting the Agreement for the use of the Services for Customer did not have the legal right or authority to enter into this Agreement on behalf of Customer; (iii) Customer payment of any invoiced amount is overdue, and Customer does not pay the undisputed overdue amount within [thirty (30) days] of CLOUDBRIC's proper notice; (v) Customer uses the Services in violation of this Agreement and, in CLOUDBRIC's reasonable commercial judgment, termination is necessary to protect CLOUDBRIC, its subsidiaries and affiliates or its other customers from operational, security, or other risk; (v) Customer's account has been



suspended for [thirty (30) days] or more; or (vi) Customer fails to comply with any other provision of this Agreement and does not remedy the failure within [thirty (30) days] of CLOUDBRIC's notice to Customer describing the failure. CLOUDBRIC will give Customer proper notice of termination under this Section 8.5 unless CLOUDBRIC determines, in CLOUDBRIC's reasonable commercial judgment, that immediate termination without notice is necessary to protect CLOUDBRIC, its subsidiaries and affiliates or its other customers from operational, security, or other risk. Customer may terminate this Agreement for breach upon written notice to CLOUDBRIC if CLOUDBRIC materially fails to meet any other obligation stated in this Agreement and does not remedy that failure within thirty (30) days of Customer's written notice describing the failure.

8.6 Effect of Termination. Upon expiration or termination of this Agreement, Customer must discontinue use of the Services and relinquish use of any materials provided to Customer by CLOUDBRIC in connection with the Services. Customer must also return or, at CLOUDBRIC's request, destroy any portion of the Services in Customer's possession. CLOUDBRIC will have no obligation to provide any transition services.

## 9. UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES, THE CLOUDBRIC WEBSITE AND/OR THE CUSTOMER'S WEBSITE.

9.1 CLOUDBRIC is not responsible to Customer for unauthorized access to the Services or the unauthorized use of the Services, the Cloudbric Website and/or the Customer's site by a third party.

9.2 Upon occurrence of leakage of the PI of the Customer's customers and users and/or unauthorized access to the Services and/or Customer's site ("Accident"), the Parties agree to proceed with the following conciliation process.

1. The Customer shall immediately notify CLOUDBRIC of such Accident in writing within [seven (7) days] from occurrence of the Accident. Such notice shall be made in a form provided by CLOUDBRIC including the full description of the Accident and any relevant information if available.
2. Upon its receipt of such notice, CLOUDBRIC shall have the preliminary investigative right on the Accident which includes the right to request the Customer to deliver and/or provide any relevant information concerning the Accident to CLOUDBRIC. The Customer shall be required to fully cooperate on such preliminary investigation by

CLOUDBRIC. However, if even in the absence of a notice related to the Accident from Customer, CLOUDBRIC has known the occurrence of the Accident and/or has a good reason to believe that the Accident has occurred, CLOUDBRIC at its discretion shall be entitled to exercise the preliminary investigative right on the Accident which includes the right to request the Customer to deliver and/or provide any relevant information concerning the Accident. The Customer shall be required to fully cooperate on such preliminary investigation by CLOUDBRIC.

3. After completion of the preliminary investigations above, CLOUDBRIC has a right to make its determination on the cause of the Accident and make such determination available to the Customer within [seven (7) days] from CLOUDBRIC's determination above. CLOUDBRIC's determination shall be final and binding.

4. CLOUDBRIC shall not be liable to the Accident occurred during the Provisional Period.

10. **DISCLAIMER OF WARRANTIES.** Unless otherwise promised by CLOUDBRIC herein, CLOUDBRIC does not promise that the Services will be uninterrupted, error-free, or completely secure. Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of the Customer's privacy, confidential information, and/or other property. Also, there is no legal liability issues caused by a web-seal. CLOUDBRIC has no obligation to provide security other than as stated in this Agreement. To the extent permitted by law, CLOUDBRIC disclaims any and all warranties, statutory or otherwise, not expressly stated in this Agreement, including the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. Customer is solely responsible for the suitability of the services chosen. The Services are provided "AS IS".

11. **INDEMNIFICATION.** If CLOUDBRIC, CLOUDBRIC employees, agents, affiliates, subsidiaries, or suppliers (the "CLOUDBRIC Indemnitees") are faced with a legal claim by a third party arising out of the Customer's actual or alleged gross negligence, willful misconduct, violation of law, failure to meet the security obligations required by this Agreement, misappropriation or infringement of a third party's intellectual property right, or violation of this Agreement ("Third Party Claim"), then Customer will pay the cost of defending the claim (including reasonable attorney fees) and any damages, award, fine, settlement, or other amount ("Losses") that is imposed on the CLOUDBRIC Indemnitees as a result of the claim. Customer will hold CLOUDBRIC

harmless from and against any and all Losses arising out of or in connection with any Third Party Claim. Customer's obligations under this Section 11 include claims arising out of the acts or omissions of Customer employees, any other person to whom Customer has given access to the Services, and any person who gains access to the Services, as a result of Customer's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Customer. In connection with any Third Party Claims pursuant to this Section 11, CLOUDBRIC will (i) give Customer prompt written notice of such claim; and (ii) cooperate reasonably with Customer, at Customer's expense, in providing information in connection with Customer's payment of the defense of such claim and Losses arising out of such claim.

12. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT AS REQUIRED BY LAW IN NO EVENT SHALL CLOUDBRIC BE LIABLE TO CUSTOMER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF, THE SERVICES, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF, OR DAMAGE TO, DATA OR CUSTOMER CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF CLOUDBRIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW CLOUDBRIC SHALL NOT BE LIABLE TO CUSTOMER FOR DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE CLOUDBRIC WEBSITE OR THE SERVICES. IF, NOTWITHSTANDING THE FOREGOING, CLOUDBRIC IS FOUND TO BE LIABLE TO CUSTOMER FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH THE SERVICES, CLOUDBRIC'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES [FOR THE SIX MONTHS] PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO CLOUDBRIC'S LIABILITY.

14. ALLOCATION OF LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE DISCLAIMER OF WARRANTIES, DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY IN THE AGREEMENT AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH CLOUDBRIC WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. CLOUDBRIC'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THESE LIMITATIONS.

15. THIRD PARTIES. In order to resell the Services to third parties, Customer shall obtain the CLOUDBRIC's prior written consent prior to the re-sale of the Services. There are no third party beneficiaries to this Agreement, meaning that third parties do not have any rights against either CLOUDBRIC or Customer under this Agreement.

#### 16. MISCELLANEOUS.

16.1 Changes to the Agreement. CLOUDBRIC may modify this Agreement, including but not limited to Section 6 at CLOUDBRIC's sole discretion. Any such modified Agreement shall be posted or linked to Cloudbric Website or as provided in Section 16.2 below. Any such changes made during the term of this Agreement will become effective upon commencement of the extended term. It is the Customer's absolute obligation to regularly check the Cloudbric Website to view and monitor such post above as well as any updates related to the Services. Customer's continued use of the Services after such thirty-day (30) period shall constitute acceptance of such modified Agreement.

Notwithstanding the foregoing in this Section 16.1, if CLOUDBRIC lowers any fees, such change in fees shall be effective immediately upon such change being posted in the Cloudbric Website or as provided in Section 16.2 below.

16.2 Notices. Customer routine communications regarding the Services shall be sent to the address as designated below. Moreover, if Customer wants to give CLOUDBRIC a notice regarding termination of this Agreement for breach, indemnification, or other non-routine legal matter, Customer shall send it by electronic mail and/or air mail to the address as designated below.

Cloudbric Corporation

Sewoo Bldg., 8th Fl. 115, Yeouigongwon-ro, Yeongdeungpo-gu, Seoul,  
Republic of Korea. Attn.: Cloudbric webmaster

Email: [support@cloudbric.com](mailto:support@cloudbric.com)

CLOUDBRIC's routine communications regarding the Services and legal notices will be sent through the Cloudbric Website. Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time delivered. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

16.3 Assignment/Subcontractors. Customer may not assign Customer rights and/or delegate Customer obligations under this Agreement without CLOUDBRIC's prior written consent. This Agreement will be binding on and inure to the benefit of Customer's and CLOUDBRIC's respective permitted successors and permitted assigns. However, CLOUDBRIC with its own reasonable judgment may use third party service providers or any affiliate or subsidiary to perform all or any part of the Services.

16.4 Force Majeure. Neither CLOUDBRIC nor Customer will be in violation of this Agreement if the failure to perform the obligation is due to an event beyond either party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

16.5 Governing Law and Jurisdiction. This Agreement is governed by the laws of Republic of Korea exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. Exclusive venue for all disputes arising out of this Agreement shall be in the Court of Republic of Korea and the parties hereto agree not to bring an action in any other venue. Customer waives all objections to this venue and agrees not to dispute personal jurisdiction or venue in these courts. Each party agrees that it will not bring a claim under this Agreement more than one (1) year after the time that the claim accrued.

16.6 Some Agreement Mechanics. If there is a conflict between the terms of the SA, the Service Level Agreement, or the Acceptable Use Policy, the documents will govern in the following order: the SA, the Service Level Agreement, and the Acceptable Use Policy. If any part of this Agreement is found unenforceable by a court or other tribunal, the rest of this Agreement will nonetheless continue in effect, and the parties agree that any court or other tribunal may reform the unenforceable part if it is possible to do so consistent with the material economic incentives of the parties resulting in this Agreement. The captions in this SA are for convenience only and are not part of this SA. The use of the word "including" in this SA shall be read to mean "including without limitation."

16.7 Relationship of the Parties. The parties' relationship is that of independent contractors and not business partners. Neither of the parties is the agent for the other, and neither party has the right to bind the other on any agreement with a third party.

16.8 No Waiver. CLOUDBRIC's failure to exercise or delay in exercising any of its rights under this Agreement will not constitute a waiver, forfeiture, or modification of such rights. CLOUDBRIC's waiver of any right under this Agreement will not constitute a waiver of any other right under this Agreement or of the same right on another occasion. CLOUDBRIC's waiver of any right under this Agreement must be in writing.

16.9 Severability. If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The remaining provisions of this Agreement will remain in full force and effect.

16.10 Language. The official language of this Agreement shall be the English language and no translation into any other language may be used in its interpretation. All services, notices, designations, specifications, and communications will be provided in the English language.