

Please thoroughly read these Terms and Conditions (“User Agreement”) prior to using OpsNow (“OpsNow SERVICE”) provided by BESPIN GLOBAL Inc. (“Company”).

This Agreement defines rights, duties, and responsibilities between Company and users when users join OpsNow (“OpsNow SERVICE”) provided by the Company as members and utilize it.

I. “OpsNow SERVICE” User Agreement

1. Statement, Effectiveness, and Amendment of OpsNow SERVICE Terms and Conditions

1.1 Statement of Terms and Conditions

The “Company” may post these Terms on the registration page of “OpsNow SERVICE” for users’ understanding, and it may revise the Terms as long as it does not violate applicable laws governing Terms.

1.2 Amendment of Terms and Conditions

In the event that the “Company” revises these Terms, it shall post a notice on <https://service.opsnow.com> (“Site”) with the existing Terms and amended Terms, as well as its effective date and reasons for amendment for 7 days prior to the effective date until a significant period of time after it goes into effect; or for 30 days prior to the effective date until a significant period of time after it is goes into effect in the event that the amended Terms are unfavorable to users. The “Company” shall inform users of this fact by sending the amended Terms via email addresses provided by users upon registration.

1.3 Effectiveness of Terms and Conditions

Users will be deemed to have approved the revised Terms in the event that they do not present their intention of refusal despite the clear statement that in the case they do not express intention to refuse based on the Company’s notification up to 7 days after the effective date of the revised Terms, it will be deemed that they have agreed. In the event that a user does not agree to the revised Terms, they may terminate this User Agreement and close their accounts.

2. User Agreement of OpsNow SERVICE

2.1 User Agreement

The “User Agreement” will be concluded when the “Company” approves a registration request from the individual who intends to be a user (“Users”), after they agree to the Terms and Conditions and apply for membership. Applicants will be deemed to have agreed to the Terms and Conditions when they read the Terms and Conditions and press the “Agree” or “Check” button.

2.2 Service Registration

Applicants may request membership by agreeing to the Terms and Conditions as mentioned in the previous Clause, completing an online membership application form designated by the “Company” with a user ID and other required fields, and pressing the “Request for Membership” or “Check” button; provided that the applicants may be requested to submit additional documents when needed by the “Company”.

The “Company” restricts membership to individuals or individuals representing corporations that have reached the legal age authorized to conclude a legal agreement. Users shall be solely responsible for all legal issues that may incur by failure to comply with this, and the Company shall be released from any liability.

2.3 Service Approval

The “Company” shall check the essentials and approve without delay when applicants have fully completed the required fields and applied for membership; provided that exceptions may occur when documents are required in addition to the application form.

2.4 Reservation of Service Approval

The “Company” may reserve approval for membership request in the event of the following:

- 1) When technical issues may be presented when providing services
- 2) When the “Company” deems it necessary due to technical reasons

2.5 Service Rejection

The “Company” may reject registration request for one of the cases below:

- 1) When a membership application form contains false information or documents
- 2) When Clause 2.2 is not complied with within a certain period of time separately regulated by the Company after the membership request
- 3) When the Company acknowledges the possibility of clear threats against social order and proper customs in accordance with the relevant laws
- 4) When a previous user, whose membership was terminated by the Company, applies again

II. Definition of Usage of “OpsNow SERVICE”

Services may be used immediately after the approval of membership request by the Company. Some services may be restricted or not provided in accordance with the users’ authorization or whether they use paid services.

In principle, services shall be offered 24 hours (00:00~24:00) a day throughout the year with the exception of instances where technical or business issues make it impossible to offer services. However, in the event that regular service inspection is needed, it may be operated after a prior notification on its site. If urgent inspection is needed, the inspection may be executed without any prior notice and the Company may notify users on its site or via users’ email addresses once the inspection is completed.

1. Usage of OpsNow SERVICE

1.1 General Aspects

Users may access and use “OpsNow SERVICE” in accordance with this Agreement. A certain “OpsNow SERVICE” will be governed by Service Level Agreement. Users shall comply with Service Agreement and other regulations indicated in Article 14 as well as all laws and rules applicable to their use of “OpsNow SERVICE”.

1.2 User Account

To access services, a user must have a “OpsNow SERVICE” account linked with a valid email address. Unless explicitly permitted by the Service Terms and Conditions, users shall only create one account per email address. Regardless of whether the subject of the behavior is a user, a user’s employee, or a third party (including user’s contractor or representatives), users shall take full responsibility for all activities under their accounts. The “Company” and its affiliates shall not be responsible for any unauthorized access to users’ accounts except for the cases caused by “Company’s” violation of this Agreement. Users shall contact the “Company” immediately when their accounts are considered to have been used by a third party without permission, or when users’ account information has been lost or disclosed. Users may terminate their accounts and this Agreement at any time pursuant to Article 7.

1.3 User Support

Users may apply for user support in accordance with “OpsNow SERVICE Guide” in the event that they desire to receive support beyond the general free-of-charge support provided by the “Company” to service users.

2. Amendment

2.1 Amendment of “OpsNow SERVICE”

The “Company” may change, discontinue, or deprecate any or all of “OpsNow SERVICE”, or change or remove a feature or function of “OpsNow SERVICE” from time to time. The “Company” shall notify users of any material amendment or discontinuation of services.

2.2 Amendment of API

The “Company” may change, discontinue, or deprecate any API for services from time to time. For any discontinuation, deprecation, or material amendment of API for a service, the “Company” shall use commercially viable efforts to continue supporting the previous version of such API for 12 months after the change, discontinuation, or deprecation (except if it (a) poses a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is necessary to comply with laws or requests of governmental entities).

2.3 Amendment of Service Level Agreement

The “Company” may change, discontinue, or add Service Level Agreements from time to time.

2.4 Amendment of User Information

Users may access and change their information at the user information page on the site at any time. However, a user ID (email address) may not be amended.

In the event that the information inserted at the time of registration has changed, users must reflect the change immediately on the user information page. The “Company” shall not be responsible for any damages caused by users’ failure to change their personal data.

2.5 Notification to User

In principle, users will be notified via email address, which is the user ID, in the event that the Company informs users in regards to usage of services.

Notwithstanding the foregoing, in the event that the Company notifies unspecified users of information in regards to usage of services, individual notification may be substituted with a notice or a separate pop-up window on the Site for over 7 days; provided, however, that important issues such as user’s service charge shall be notified via email, which is the user ID. In the event that users have separately provided their mobile

numbers to the Company, users will be notified via text message or phone call.

The “Company” may email service-related information for smooth services with users’ consent.

When the “Company” notifies in accordance with these Terms and Conditions, the Company shall not be responsible for any users’ damages caused by failure to receive the notification intentionally or negligently, or by not providing reachable email addresses or mobile numbers to the Company, or by not updating contact information.

3. Management Responsibility of Security and User Account

3.1 Security of “OpsNow SERVICE”

Without limiting Article 10 or user obligations under Article 4.2, “OpsNow SERVICE” implements reasonable and appropriate measures designed to secure users’ personal information against accidental or unlawful loss, access, or disclosure.

3.2 Management Responsibility of User Account

Users shall be fully responsible for user ID (email address) and password management to use services as well as for all disadvantages caused by users’ neglect or fault such as wrongful use of a user ID (email address) by a third party. However, the “Company” shall be responsible in the event an issue caused by the “Company’s” neglect or fault.

Users shall take immediate measures such as changing password when they become aware of stolen ID (email address), password, or additional information, or those being used by a third party. They shall also notify the “Company” of such matters immediately and follow the “Company’s” instruction.

3.3 Personal Data Collection

The “Company” shall collect the personal data required to provide “OpsNow SERVICE” from users in accordance with procedures and methods regulated by the relevant laws. Details in regards to personal data protection shall be found in “Privacy Policy”.

4. Responsibility of User

4.1 Security and Backup

Users take full responsibilities for properly configuring and using “OpsNow SERVICE”, and otherwise taking appropriate actions to secure, protect, and backup their information (including use of encryption to protect their information from unauthorized access and routinely archiving their contents). “OpsNow SERVICE” log-in credentials and private keys generated by services shall only be used by users internally. Users shall not sell, transfer, or sublicense them to any other entity or individual, except that users may disclose their private keys to their agents and subcontractors performing work on their behalf.

4.2 Violation of End User

Actions taken by users to permit, assist, or facilitate any individual or entity related to this Agreement, users’ information, or use of “OpsNow SERVICE” shall be deemed as measures taken by users. Users shall be solely responsible for end users’ use of users’ information and “OpsNow SERVICE”. They shall ensure that all end users comply with their obligations under this Agreement and that the Agreement entered into by a user with an end user is consistent with this Agreement. If users become aware of any violation of obligations under this Agreement caused by an end user, they shall immediately suspend access to user information and “OpsNow SERVICE” by such end user.

5. Responsibility of “Company”

5.1

The “Company” shall take proper measures maintaining, inspecting, or recovering facilities related to services and securities of the “Company” in order to provide continuous and stable services.

5.2

The “Company” shall not send for-profit advertising emails, text messages, or others without user’s consent to receive.

5.3

The “Company” shall not disclose nor distribute user information, which is revealed in connection to service provision, to a third party without consent, and shall be committed to protect it. Other details in regards to protection of a user’s personal information shall be governed by relevant laws regarding the promotion of information and communication network use and protection of information of Republic of Korea and “Personal Information Agreement” separately designated by the “Company”.

6. Fee and Payment

6.1. Service Fee

The “Company” calculates and collects fees and charges according to the internal standards. Users shall pay the “Company’s” applicable fees and charges of “OpsNow SERVICE” as described in “OpsNow SERVICE Price Policy” using one of the payment methods supported by the “Company”. All payable amounts under this Agreement shall be paid without setoff or counterclaim, and without any deduction or withholding. Fees and charges for any new service or service function shall be effective when the “Company” posts updated fees and charges on the “OpsNow SERVICE Price Policy”, unless expressly stated otherwise in a notice.

The “Company” may increase fees and charges for any existing service used by users by giving at least 30 days’ prior notice. When starting a new service, the “Company” may add new fees and charges to the “OpsNow SERVICE Price Policy”.

6.2 Overdue Payment

The “Company” may charge a user a late fee with interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all overdue payment.

7. Temporary Suspension

7.1 General Aspects

The “Company” may suspend any user or end user’s right to access or use any portion or all of “OpsNow SERVICE” immediately upon notification in the event that:

- ③ a user or an end user’s registration or use of “OpsNow SERVICE” (i) poses a security risk to “OpsNow SERVICE” or any third party, (ii) is likely to adversely impact “OpsNow SERVICE”, or systems or information of any other user, (iii) is likely to subject the “Company”, its affiliates, or any third party to liability, or (iv) is likely to be fraudulent;
- ④ the operating system that a user wants is not available or is not provided according to the policy of the Company, or has security defects that may not be updated. In such case, the provision may be rejected.
- ⑤ users have ceased to operate in an ordinary fashion, made an assignment for the benefit of creditors or similar disposition of their assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding;

8. Term; Termination

8.1. Term

The term of this Agreement shall commence on the effective date and shall remain valid until terminated by a user or the “Company” in accordance with Article 7.2.

8.2 Termination

- ① Termination for Convenience. For any reason that may come about, users shall:
 - (i) notify the “Company”
 - (ii) notify the “Company” in accordance with the procedure and method designated by the “Company” in advance. In the event that a payable fee incurs based on the desired termination date, a user must pay it in full.
 - (iii) Services free of charge may be automatically terminated without any additional notice when terminating User Agreement.
- ② Termination for Cause
 - (i) By Either Party. Either party may terminate this Agreement for cause by notifying the other party 30 days in advance if the other party is in material breach of this Agreement and the material breach remains unfixed for a period of 30 days from receipt of notice.
 - (ii) By “Company”. The “Company” may also terminate this Agreement immediately upon notice to users (A) if it is suspended because of actions or omissions of any user or end user under Article 6.1, (B) if its relationship with a third-party partner, who provides software or other technology used by the “Company” to offer “OpsNow SERVICE”, expires, terminates, or if the manner of software provision or other technology as part of services is needed to be changed, (C) if providing services is deemed to cause severe security danger, or major technical or economic pressure to the “Company”, (D) if it is needed in order to comply with the laws or requests of governmental entities, (E) if the usage of “OpsNow SERVICE” by any user or end user, or provision of the service to a user or an end user by the “Company” is deemed impossible to operate or execute due to relevant legal or regulatory reasons, (F) if the information filled out in an application form is revealed to be false, or (G) if no proper actions for unpaid service charges are taken

8.3. Effectiveness of Termination

- ① General Aspects. Upon the termination date:

- (i) all users' rights under this Agreement immediately terminate;
- (ii) users' obligations to pay all fees and charges that have incurred through the termination date shall survive the termination;
- (iii) Articles 4.1, 5.2, 7.3, 8 (except the license granted to users under Article 8.4), 9, 10, 11, 13, and 14 shall continue in effect pursuant to applicable provisions.

- ⑥ Post-Termination. Unless the "Company" terminates "OpsNow SERVICE" used by users pursuant to Article 7.2(b), for 30 days following the termination date:

- (i) the "Company" may provide users' information only when user requests.

Other additional post-termination support by the "Company" shall be in accordance with mutual agreement between a user and the "Company".

9. Intellectual Property Protection

Unless indicated otherwise, a user and the "Company" own their respective intellectual property rights in regards to software, contents, search methods, and know-how developed or collected by each of them.

The "Company" owns all intellectual property rights including patent and copyright, and unless indicated otherwise, the intellectual property rights and all legal rights in regards to "OpsNow SERVICE" shall not transfer to a user or user's transferee.

User shall not modify, change, analyze, or decipher any of "OpsNow SERVICE" nor shall it infringe intellectual property or other rights of the Company without previous written consent by the Company.

User shall not create secondary property or its alternative using "OpsNow SERVICE", nor shall it remove indications, marks, and labels reflecting "Company's" ownership of intellectual property rights to "OpsNow SERVICE".

The Company shall be committed to honor and protect users' intellectual property rights.

When users' intellectual property rights are deemed to be infringed, an inquiry shall be submitted to support@bespinglobal.com with the following information:

- 1) Signature of intellectual property right owner or its representative
- 2) Explanation about the property deemed to be infringed (including the ownership relations to the property)

- 3) Screenshot files of the service location where the infringed property was used
- 4) Reachable address, phone number, email address, etc.

9.1 “OpsNow SERVICE” License

The “Company”, its affiliates, or its licensors own all right, title, and interest in and to “OpsNow SERVICE”, and all related technology and intellectual property rights. Subject to the term of this Agreement, the “Company” may (i) access and use services solely in accordance with this Agreement and (ii) may not grant users limited, revocable, non-exclusive, and sublicensable licenses, which may lead them to copy “Company” information, except for non-transferrable licenses regarding the usage of permitted service. Except as provided in this Article 8.1, users shall not obtain any right under this Agreement from the “Company” or its licensors to “OpsNow SERVICE”, including any related intellectual property right. “OpsNow SERVICE” may be provided to users under Third-Party software licenses (Apache Software License) or other open sourced licenses. In the event of a conflict between this Agreement and any separate license, the separate license shall prevail with respect to “OpsNow SERVICE”.

9.2 License Restriction

Neither a user nor any end user shall use “OpsNow SERVICE” in any manner or for any purpose other than as expressly permitted by this Agreement. Neither a user nor any end user shall, or shall attempt to (a) modify, distribute, alter, tamper with, or repair any software included in “OpsNow SERVICE”, or otherwise create derivative works of it (except to the extent software included in “OpsNow SERVICE” is provided to a user under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile “OpsNow SERVICE”, or apply any other process or procedure to derive source codes from any software included in “OpsNow SERVICE”, (c) access or use “OpsNow SERVICE” in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense “OpsNow SERVICE”. All licenses provided to users under this Agreement shall be subject to their consistent compliance with this Agreement. The Agreement shall be terminated immediately if users do not comply with its conditions. During and after the Agreement, users shall not claim, nor authorize, assist, or encourage any third party to claim, any intellectual property or patent infringement, regarding any “OpsNow SERVICE” they have used, against the “Company”, its affiliates, users, sellers, partners, or licensors. Users may only use the “Company” marks in accordance with the Trademark Use Guideline.

9.3 Suggestions

If users provide any suggestion to the “Company” or its affiliates, the “Company” shall have full rights to use the suggestions without restriction even when users deem the suggestions confidential. Users hereby irrevocably assign all rights, titles, and interests in and to the suggestions to the “Company” and agree to

provide the “Company” with any necessary assistance required to document, improve, and maintain its rights to the suggestions.

10. Indemnification

10.1. General Aspects

Users shall defend, indemnify, and hold harmless the “Company”, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any and all claims, losses, damages, responsibilities, and cost (including all reasonable attorneys’ fees) to the extent arising from or to the extent in connection with any third-party claim concerning: (a) any user or end user’s use of “OpsNow SERVICE” (including any activity under a user’s “OpsNow SERVICE” account and the use by user’s employees and personnel); (b) breach of this Agreement or violation of applicable laws by any user or end user; (c) user’s information or that combined with other applications, contents, or processes, including any claim involving alleged infringement or misappropriation of third-party rights by the information, or by use, development, design, production, advertising, or marketing of user’s information; or (d) a dispute between users and any end user. User shall reimburse the “Company” for reasonable attorneys’ fees, as well as its employees’ and contractors’ time and materials spent responding to any third party subpoena, or other compulsory legal order or proceedings at then-current hourly rates, if necessary.

10.2. Process

The “Company” shall promptly notify users of any claim subject to Article 9.1. The failure for prompt notification shall only affect user’s obligation under Article 9.1 to the extent that the failure negatively affects a user’s ability to defend the claim. A user may: (a) designate an attorney (subject to “Company” written consent) to defend against any claim; and (b) settle the claim as they deem appropriate; provided that they shall obtain prior written consent from the “Company” before entering into any settlement. The “Company” may also assume control of the defense and settlement of the claim at any time.

11. Disclaimer

“OpsNow SERVICE” will be provided “as it is”. The “Company” and its affiliates disclaim any express or implied warranty associated with “OpsNow SERVICE” or any third-party information, including that “OpsNow SERVICE” or third-party information shall be uninterruptedly provided, or be free of errors or harmful components, or that any information shall be secure or not otherwise lost or altered. Except to the

extent prohibited by laws, the “Company” and its affiliates disclaim any implied or express warranty regarding merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and that arising out of any common practice of transaction.

12. Limitation of Liability

The “Company” and its affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages (including damages for loss of profits, revenues, users, opportunities, goodwill, usage, or data), even if either party has been advised of the possibility of such damages. Further, neither the “Company” nor any of its affiliates shall be responsible for any compensation, reimbursement, or damage arising in connection with: (a) users’ inability to use services, including but not limited to (i) termination or suspension of usage of and access to “OpsNow SERVICE” by this Agreement or users, (ii) discontinuation of any or all of “OpsNow SERVICE” by the “Company”, or, (iii) without limiting any obligations under Service Level Agreement, any unanticipated or unscheduled downtime of all or a portion of services for any reason; (b) the cost of procurement of substitute goods or services; (c) any investment, expenditure, or commitment by users concerning usage of or access to “OpsNow SERVICE” by this Agreement or users; or (d) any unauthorized access to, or alteration, deletion, destruction, damage, loss, or failure to save any user’s information or other data. In any case, the “Company” and its affiliates’ aggregated indemnity under this Agreement shall not exceed the amount that a user has actually paid the “Company” under this Agreement for 12 months prior to the claim.

13. Amendment to Agreement

The “Company” may modify this Agreement (including any policy) at any time by posting a revised version on the “OpsNow SERVICE” site or by otherwise notifying users in accordance with Article 13.7. The modified Agreement shall become effective upon posting or, if it is notified by email to users, upon stated date in the email messages. Users’ continuous use of “OpsNow SERVICE” constitutes their agreement to the modified Agreement. Users shall check “OpsNow SERVICE” site regularly for modification to this Agreement. The “Company” modified this Agreement last on the date listed at the beginning of this Agreement.

14. Miscellaneous

14.1 Confidentiality and Publicity

Users may use the confidential information of the “Company” only in connection with their use of “OpsNow SERVICE” as permitted under this Agreement. Users shall not disclose confidential information of the “Company” for the period commencing on the effective date of this Agreement and ending on 1 year following the end of the Agreement. Users shall take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of “Company” confidential information, including, at a minimum, those measures that they take to protect their own confidential information of a similar nature. Users shall not distort the relationships between the “Company” and users.

14.2 Force Majeure

The “Company” and its affiliates shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the “Company’s” reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications breakages, earthquake, storms or other natural disasters, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.3 Independent Contractor; Non-Exclusive Right

The “Company” and users are independent contractors. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the rights (a) to develop or have developed products, services, concepts, systems, or technique, for themselves, similar to or competing with the products, services, concepts, systems, or technique developed or contemplated by the other party, and (b) to assist third party developers or system integrators who may offer products or services competing with the other party’s products or services.

14.4 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary right in any individual or entity that is not a party to this Agreement.

14.5 Notice

(a) To Users. The “Company” may provide users with any notices under this Agreement by: (i) posting a notice on “OpsNow SERVICE” site; or (ii) sending emails linked with users’ accounts. Notices posted on the “OpsNow SERVICE” site by the “Company” shall be effective upon posting and email notices provided by the “Company” shall be effective upon transfer. Users shall keep email addresses available. Users shall be deemed to have received any email sent to the email addresses then linked with users’ accounts by the “Company”,

whether or not users actually receive the emails.

(b) To “Company”. To give the “Company” a notification under this Agreement, users must contact the “Company” as follows: (i) by fax to *206-266-7010*; or (ii) by personal delivery, overnight courier, or *registered or certified mail to the “Company”, 36 Jangmi-ro, Bundang-gu, Seongnam-si, Gyeonggi-do, 13496.* The “Company” may update its facsimile number or address to receive notifications by posting a notice on the “OpsNow SERVICE” site. Notices provided by personal delivery shall be effective immediately. Notices provided by fax or overnight courier shall be effective 1 business day after the delivery date. Notices provided by registered or certified mail shall be effective 3 business days after the delivery date.

14.6 Assignment

Users shall not assign or otherwise transfer this Agreement or any of users’ rights and obligations under this Agreement, without the “Company’s” prior written consent; provided that any assignment or transfer in violation of this Article 13.8 shall be void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of both parties and their respective permitted successors and assignors.

14.7 No Waivers

In the event that the “Company” fails to enforce any provision of this Agreement, this shall not constitute a present or future waiver of such provision nor limit the “Company” right to enforce such provision afterward. All waivers by the “Company” must be in writing to be effective.

14.8 Severability

Even if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Any valid or unenforceable portion shall be interpreted by its original effect and intent. If such construction is not possible, the invalid or unenforceable portion shall be severed from this Agreement, but the rest of the Agreement shall remain in full force and effect.

14.9 Governing Law; Trial Jurisdiction

The laws of the Republic of Korea govern these Terms and Conditions, and any subject that is not defined in these Terms and Conditions shall follow the relevant laws of the Republic of Korea or general commercial practices. Any lawsuit for disputes between the Company and a user in regards to service usage shall be ruled upon by the competent court in accordance with the relevant laws such as the Civil Proceedings Act.

15. Definition

“Acceptable Use Policy” means the policy located at [“Relevant URL”](#), as it may be updated by the “Company” from time to time.

“API” means an application program interface.

“Company’s Confidential Information” means all nonpublic information disclosed by the “Company”, its affiliates, business partners, or its or their respective employees, contractors, or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, is to be reasonably understood as confidential. “Company’s Confidential Information” includes: (a) nonpublic information relating to technology, users, business plans, promotional and marketing activities, finances, and other business affairs of the “Company”, its affiliates, or business partners; (b) third-party information that the “Company” is obligated to keep confidential; and (c) the nature, content, and existence of any discussion or negotiation between a user and the “Company” or its affiliates. “Company’s Confidential Information” does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) may be proven by documentation to have been known by a user at the time of receipt from the “Company”; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) may be proven by documentation to have been independently developed by a user without reference to the “Company’s Confidential Information”.

“Company Content” means the contents provided by the “Company” or any of its affiliates on the “OpsNow SERVICE” site to allow users to access and use services or in regards of services such as any guide, sample code, software library, command line tool, and other related technology.

“Company Mark” means any trademark, service mark, service or trade name, logo, and other designation of the “Company” and its affiliates provided by the “Company” to users in connection with this Agreement.

“OpsNow SERVICE Guide” means the public guideline at the current [“Relevant URL”](#), as it may be updated by the “Company” from time to time.

“OpsNow SERVICE Site” means service.opsnow.com and any successor or related site designated by the “Company”.

“Content” means software (including machine image), data, text, audio, video, image or other contents.

“Guide” means a developer guide, beginner guide, user guide, or quick reference guide, and other technical and admin manuals and statements for services located at [“Relevant URL”](#), as such guides may be updated by the “Company” from time to time.

“End User” means any individual or entity that: (a) accesses or uses user’s content; or (b) accesses or uses the “OpsNow SERVICE” site under user’s account.

“Policies” mean Acceptable Use Policy, Site Terms and Conditions, Service Terms and Conditions, Trademark Use Guideline, and all restrictions described in “OpsNow SERVICE” information and on “OpsNow SERVICE” site, and any other policy or condition referenced in or incorporated into this Agreement; provided that whitepapers or marketing materials referenced on “OpsNow SERVICE” site will not be included.

“Privacy Policy” means the privacy policy located at [“Relevant URL”](#), as it may be updated by the “Company” from time to time.

“Service” means each of the services made available by the “Company” or its affiliates including those web services described in Service Terms and Conditions.

“Service Level Agreement” means all Service Level Agreements offered with respect to services and posted on “OpsNow SERVICE” site by the “Company”, as they may be updated by the “Company” from time to time. The current Service Level Agreement offered by the “Company” with respect to services is located at [“Relevant URL”](#).

“OpsNow SERVICE” means the services (including associated APIs), the “Company” Content, “Company” Mark, and any other product or service provided by the “Company” and on “OpsNow SERVICE” site under this Agreement.

“Service Terms and Conditions” means the rights and restrictions for particular services located at [“Relevant URL”](#), as it may be updated by the “Company” from time to time.

“Suggestions” means all suggested improvements to “OpsNow SERVICE” provided by users to the “Company”.

“Term” means the term of this Agreement described in Article 7.1.

“Third-Party Solution” means the services made available to users by any third party on “OpsNow SERVICE” site or in conjunction with services.

“Trademark Use Guideline” means the guideline and trademark license located at [“Relevant URL”](#), as they may be updated by the “Company” from time to time. “User Information” means the information that a user or any end user (a) operates in services, (b) enhances interface with services, (c) or uploads to services under user’s account, or transfers, handles, uses, or stores in connection with users’ account.

16. Marketing Data Usage for Promotion

The “Company” may utilize a user’s logo, trademark, and analyzed data via “OpsNow SERVICE” under user’s consent if needed for the purposes of study presentation or promotional marketing (online and offline advertisement, brochures, press release) of “OpsNow SERVICE”.

[Supplementary Provision]

(Last updated) These Terms and Conditions have been updated last on July 26th, 2016.