

These Crinity Messaging Enterprise License Terms (these "Terms") govern Customer's use of the Crinity Messaging Software pursuant to a Crinity Messaging Order Form executed by each of Customer and Crinity (the "Order Form"). Capitalized terms not defined in these Terms have the meaning given in the Order Form.

1. DEFINITIONS. "Software" means (a) Crinity's "Crinity Messaging" web and mobile application and any updates to such application as made available by Crinity through the Amazon Marketplace, Apple App Store, Google Play or other application stores (the "Market Place"); (b) Crinity's "Crinity" platform and/or any other enterprise software made available by Crinity to Customer ("Customer Platform"); and (c) any related user manuals and documentation provided or made available to Customer ("Documentation"). "Authorized User" means an individual user of the Market Place who has been authorized or approved by Customer to communicate with Customer and other Authorized Users via the Market Place and participate in Customer-designated teams.

2. LICENSE FOR LIMITED USE. Subject to these Terms and Customer's payment of all applicable fees, Crinity hereby grants Customer a limited, nonexclusive, nontransferable, non-assignable, non-sublicensable right and license during the Term to (a) authorize and maintain up to the number of Authorized Users indicated in the Order Form; and (b) access and use the Customer Platform and related Documentation. The foregoing right includes the right to make a reasonable number of copies of the Documentation for Customer's own internal use. In addition to these Terms, Customer's and each Authorized User's use of the Market Place is subject to the Crinity Messaging Terms and Conditions located at www.crinity.net/terms.html as such may be updated from time-to-time by Crinity. The rights and obligations of the Republic of Korea Government ("Government") and Crinity are as set forth herein except as specific terms are inconsistent with US Government and Federal Law. The rights of the Government to use, modify, reproduce, release, perform, display, or disclose Crinity technical data and software by or on behalf of the Government include only those rights customarily provided to the public by Crinity as defined in these Terms. Unless otherwise expressly agreed in writing by Crinity, this customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data -- Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation).

3. RESTRICTIONS. The Software may only be used by Customer for its own purposes. Customer may not assign, sell, rent, lease, sublicense, lend, transfer, resell or distribute the Software to any third party or use the Software on behalf of any third-party. For clarity, the foregoing is not intended to prohibit the authorization of Authorized Users who are not employees or agents of Customer and Customer may authorize such individuals (e.g., employees or agents of other governmental agencies or companies) as Authorized Users in order to enable such individuals to participate in Customer-created teams or otherwise receive communications from Customer or Customer's other Authorized Users. Customer agrees not to modify, obscure, or delete any proprietary rights notices included in or on the Software and Customer agrees to include all such notices on all copies. Customer may not modify the Software, make derivative works or merge the Software into any other computer programs. Customer may not reverse engineer, disassemble or decompile the Software, in whole or in part or otherwise attempt to derive its source code.

4. TITLE. Customer acknowledges that, as between Customer and Crinity, title and full ownership in and to the Software and all trade secret, copyright and patent rights and all other intellectual property and proprietary rights in and to the Software remain with Crinity, whether or not any portion thereof is or may be validly copyrighted or patented. Customer is granted the limited license rights to access and use the Software as described in these Terms. Customer will take all reasonable steps to protect the Software from unauthorized access or use by any unauthorized third party.

5. PAYMENT. Customer agrees to pay to Crinity the fees set forth in all applicable Order Forms. Unless otherwise provided in the Order Form, Customer shall make all payments due to Crinity in full within 30 days from the date of each invoice. Any undisputed amounts remaining unpaid following the payment due date and all disputed payments that are paid following the resolution of such dispute shall bear interest accruing from the original payment due date through the date that such amounts are paid at the lower interest rate of (a) 1.0% per month and (b) the highest interest rate allowed by law. Customer is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Crinity's net income) that are imposed or become due in connection with the subject matter of the Agreement.

6. TERM AND TERMINATION.

A. Term. The Agreement begins on the Effective Date, and shall continue (a) until terminated as provided herein or (b) if not so terminated, for the Term specified in the Order Form.

B. Termination for Breach. Crinity may immediately terminate the Agreement if Customer breaches any material term or condition of this Agreement; provided, however, that if any such breach is curable, Crinity may terminate the Agreement if Customer fails to cure such breach within 30 days of written notice to Customer describing such breach.

C. Effect of Termination. Upon termination or expiration of the Agreement, Customer will immediately cease using the Software, together with all copies in any form and any other Confidential Information in its possession or control or certify to Crinity in writing that the same has been destroyed. Any payment obligations as of the termination or expiration of this Agreement shall remain in effect. Those provisions of these Terms that by their nature should survive any termination of the Agreement shall be deemed to survive and remain in full force and effect, including, but not limited to Sections [1, 3, 4, 5 (until all payments are made), 8-11, 13 -- 20, and this Section 6(C)].

7. SUPPORT AND UPDATES. During the Term, Crinity will provide such maintenance services, if any, as may be specified in an Order Form or that are made generally available to Crinity's other customers receiving such Software.

8. DISCLAIMER.

A. NO WARRANTIES. THE SOFTWARE IS OFFERED "AS IS," AND CUSTOMER RECEIVES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE. CRINITY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CRINITY DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE ACCURATE, UNINTERRUPTED OR ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, SOFTWARE OR HARDWARE, OR THAT IT WILL NOT CAUSE ANY LOSS OR CORRUPTION OF

DATA. CRINITY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY, LOSS OF LIFE, OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE, OR INABILITY TO ACCESS OR USE THE SOFTWARE, (III) UNAUTHORIZED ACCESS TO OR USE OF CRINITY'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE, (IV) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE THROUGH THE ACTIONS OF ANY THIRD PARTY, AND/OR (V) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR COMMUNICATIONS POSTED, TRANSMITTED, EMAILED, OR OTHERWISE MADE AVAILABLE VIA THE SOFTWARE.

B. CUSTOMER RESPONSIBILITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR: ITS USE OF ANY DATA THAT MAY BE MONITORED, COLLECTED, DOWNLOADED, AND/OR EXPORTED VIA THE SOFTWARE ("COLLECTED DATA"), ALL COMMUNICATIONS BY CUSTOMER AND ITS AUTHORIZED USERS, AND ANY ACTS OR OMISSIONS UNDERTAKEN BASED UPON COLLECTED DATA OR OTHERWISE IN CONNECTION WITH CUSTOMER'S OR ANY AUTHORIZED USER'S USE OF THE SOFTWARE. CUSTOMER MAY BE PROVIDED OR CREATE A USER NAME AND/OR PASSWORD TO ACCESS THE CUSTOMER PLATFORM AND CUSTOMER'S ACCOUNT INFORMATION. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF CUSTOMER'S USER NAME AND PASSWORD AND CUSTOMER SHALL BE SOLELY LIABLE FOR ANY ACTIVITY UNDERTAKEN UNDER CUSTOMER'S ACCOUNT, WHETHER OR NOT AUTHORIZED BY CUSTOMER. CUSTOMER AND EACH AUTHORIZED USER SHALL COMPLY WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION ALL LAWS THAT MAY APPLY TO CUSTOMER RELATING TO THE COLLECTION, USE, DISCLOSURE, OR SECURITY OF PERSONALLY IDENTIFIABLE INFORMATION.

9. LIMITATION OF LIABILITY.

A. NO CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRINITY WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE OR CONTENT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF CRINITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. LIMITATION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CRINITY'S CUMULATIVE, AGGREGATE LIABILITY TO CUSTOMER OR ANY OTHER PARTY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO CRINITY DURING THE SIX MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

10. INDEMNIFICATION.

A. Indemnity.

(a) By Crinity. Crinity agrees to defend and hold Customer harmless from and against any liability, damage, loss or expense (including reasonable attorneys' fees and expenses of litigation) (collectively, "Losses") incurred by or imposed upon Customer in connection with any third-party claim, action or proceeding (a "Claim") that the Software as made available to Customer by Crinity infringes any patent, copyright or trademark or misappropriates any trade secret.

(b) By Customer. Customer agrees to defend and hold Crinity, its affiliates and its and their directors, officers, employees and agents and its and their respective successors, heirs and assigns (the "Crinity Parties") harmless from and against any Losses incurred by or imposed upon

the Crinity Parties or any of them in connection with any Claim arising from or in connection with (a) any breach of the Agreement or these Terms by Customer or its Authorized Users; (b) use of the Software by Customer or its Authorized Users, including any communications or content transmitted via the Software by Customer or its Authorized Users; or (c) Customer's or any Authorized User's use or disclosure of any Collected Data.

(c) Process. Customer or the Crinity Party requesting indemnification hereunder (the "Indemnified Party") will (i) provide the party providing indemnification hereunder (the "Indemnifying Party") with prompt notice of any such Claim (provided, however, that failure to do so shall not relieve the Indemnifying Party of its indemnification obligations hereunder except to the extent of any material prejudice to the Indemnifying Party as a direct result of such failure); (ii) permit the Indemnifying Party to assume and control the defense of such action upon the Indemnifying Party's written notice to the Indemnified Party of its intention to indemnify; and (iii) upon the Indemnifying Party's written request, provide to the Indemnifying Party all available information and assistance reasonably necessary for the Indemnifying Party to defend such Claim. The Indemnified Party shall have the right, at its sole cost and expense, to participate in the defense and settlement of any such Claim with counsel of its choice. Notwithstanding the foregoing, Crinity shall have no obligation to indemnify Customer to the extent that any Claim arises from (a) Its use of the Software in contravention of these Terms or the Documentation; (b) the combination or use of the Software with any other services, technology, content or material that were not provided by Crinity; (c) modification of the Software; or (d) Its use of the Software after Customer reasonably could have implemented a non-infringing alternative pursuant to Section 10(B) (ii) or (iii).

B. Right to Ameliorate Damages. In the event that a court of competent jurisdiction determines or in the event that Crinity, in its sole discretion, reasonably determines, that the Software, or any portion thereof, infringes or misappropriates, or may infringe or misappropriate, any third-party intellectual property right, Crinity shall, as Its sole and exclusive remedy (but without limitation of Crinity's obligations under Section 10(A)), and at Crinity's sole discretion, either: (i) obtain a license, at reasonable cost, for Customer to continue using the Software, or portion thereof; (ii) modify the Software while retaining substantively equivalent functionality; (iii) replace the affected Software with functionally equivalent software or services; or (iv) terminate this license in whole or in part (in which event, Customer shall immediately terminate use of such Software and the provisions of Section 6 will apply).

11. CONFIDENTIALITY. In connection with the Agreement or Customer's use of the Software, Crinity may disclose to Customer information of a confidential nature including, without limitation, the Software, product information, data, pricing, financial information, end user information, software, specifications, research and development and proprietary algorithms or other materials, that is (a) clearly and conspicuously marked as "confidential" or with a similar designation or (b) is disclosed in a manner in which Crinity reasonably communicated, or Customer should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("Confidential Information"). The Agreement and these Terms also constitute Confidential Information. Customer agree, for Yourself and Its agents and employees, that Customer will not publish, disclose or otherwise divulge or use for Its own purposes (other than as expressly permitted under these Terms) any Confidential Information of Crinity

furnished to Customer without the prior written approval of Crinity in each instance. Customer will use at least the same level of care to maintain the Confidential Information as Customer use to maintain the confidentiality of Its own non-public information, and in no event less than a reasonable degree of care. The foregoing obligations shall not extend to any information to the extent that Customer can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of Yours, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in Its possession at the time it was received by Customer free from any obligation of confidentiality, (iii) was lawfully received by Customer from a third party who was under no obligation of confidentiality to Crinity with respect thereto, or (iv) was independently developed by Customer or Its independent contractors who did not have access to any Confidential Information. In the event that Customer are required to disclose Confidential Information in accordance with judicial or governmental order or requirement, Customer shall promptly notify Crinity to allow it to contest the order or requirement or seek confidential treatment for such information.

12. PROMOTION. During the Term, Crinity may use Customer's name in Crinity's promotional collateral and as a reference account.

13. GOVERNING LAW; VENUE AND JURISDICTION. The Agreement and these Terms are to be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., without giving effect to its principles of conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Transactions Act shall not apply to these Terms. Any action or proceeding arising out of or relating to the Agreement or these Terms shall be resolved by arbitration in New York City, NY in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association and, in the event either party seeks injunctive or provisional relief, the Optional Rules for Emergency Measures of Protection. The arbitration will be heard and determined by a single arbitrator experienced in the software industry. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorneys' fees and arbitration costs from the other party. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by disclosure rules and regulations of securities regulatory authorities or other governmental agencies. Notwithstanding the foregoing, Customer acknowledges and agrees that in the event that Customer breaches Sections 2, 3, or 11 of these Terms, Crinity, without limitation of its other rights and remedies, shall be entitled to seek immediate injunctive relief in any court of competent jurisdiction.

14. ASSIGNMENT. The Agreement may not be assigned, transferred, delegated, sold or otherwise disposed of, including, without limitation, by operation of law, without the prior written consent of the non-assigning party; provided that Crinity may assign the Agreement without consent in connection with the sale of all or substantially all its assets.

15. SEVERABILITY. Each provision of these Terms shall be viewed as separate and distinct, and in the event that any provision is deemed to be illegal, invalid or unenforceable, such provision shall be modified to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of these Terms shall continue in full force and effect.

16. NOTICES. All notices provided hereunder shall be in writing, delivered personally or sent by overnight courier, registered or certified mail to the addresses set forth in the Order Form or such other address as may be specified in writing by notice given in accordance with this Section. All such notices shall be deemed to have been given: (i) upon receipt when delivered personally or (ii) upon verification of receipt via overnight courier, registered or certified mail.

17. WAIVER. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

18. INDEPENDENT CONTRACTORS. It is the intention of Crinity and Customer that Crinity and Customer are, and will be deemed to be, independent contractors with respect to the subject matter of the Agreement, and nothing contained in these Terms will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between Crinity and Customer.

19. ENTIRE AGREEMENT. The Agreement, including these Terms and the Order Form, is intended by the parties as the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. These Terms may only be modified or amended pursuant to a written agreement or instrument signed by each party.

20. HEADINGS. Headings are for convenience only and are not deemed to be part of these Terms.