# **AhnLab Software License Agreement**

### IMPORTANT - READ CAREFULLY BEFORE USING AHNLAB SOFTWARE.

This Software License Agreement (this "Agreement") is a legal agreement by and between you and AhnLab, Inc. ("AhnLab") with regard to the use of the software as defined below ("AhnLab Software").

If you do not agree to be bound by this Agreement, you shall not install, copy or use AhnLab Software.

#### 1. Definitions

- 1. 1.1"AhnLab Software" means the software that AhnLab develops or produces and holds the rights such as copyright, ownership right, etc. AhnLab Software may include computer software, any media, printed materials and online or electronic documents, including but not limited to, any and all executable files, additional functions, user manual, help files and other files accompanying AhnLab Software.
- 2. 1.2"Computer" means information processors such as server computer, user computer, etc. that can transmit and receive information through connection with communication networks.
- 3. 1.3"Appliance" means products that AhnLab sells to customers as a separate form of products produced by installing AhnLab Software in hardware equipment.
- 4. 1.4"Use" refers to any and all acts of using AhnLab Software such as storing, installing or executing AhnLab Software in the main or auxiliary memory of Computer, CD-ROM or other storage devices or displaying AhnLab on the screen.
- 5. 1.5"Supplier" means a person, such as its distributor or reseller, who entered into a business partnership agreement with AhnLab with regard to the sales of AhnLab Software or has been officially authorized by AhnLab to sell AhnLab Software.
- 6. 1.6"You" or "Customer" refers to you as a group or an individual that has entered into an agreement with AhnLab or the Supplier for the license to use AhnLab Software (the "Purchase Agreement").
- 7. 1.7"Commercial Product" refers to AhnLab Software that AhnLab or the Supplier sells with charges.
- 8. 1.8"Free Product" refers to AhnLab Software that AhnLab or the Supplier provides free of charges.

#### 2. Software License

- 1. 2.1Restricted License: Subject to your consent to the terms and conditions of this Agreement, AhnLab grants the non-exclusive and non-transferrable license to use AhnLab Software during the term of the license (in case of Commercial Product, the term set forth in Purchase Agreement and, in case of Free Product, the term during which AhnLab Software is available for free).
- 2. 2.2Scope of License: If you are a purchaser of Commercial Product, you may install and use as many copies of AhnLab Software as you have agreed to use under the license from AhnLab or the Supplier. If you (i) execute the process of configuration or installation of this Software in a physical and/or virtual environment or (ii) make all or part of the

- existing instance run on a separate memory through, for example, copying or being referred to, such action constitutes creation of instance. Since each physical and/or virtual instance executed by AhanLab Software is deemed to be use of one AhnLab Software respectively, you have to be granted one license per instance, and shall not use AhnLab Software in excess of the number permitted under the license.
- 3. 2.3License Term: If you are a purchaser of Commercial Product, your license to use AhnLab Software will lapse upon expiration of the license term under Purchase Agreement. Upon the expiration of the license term, you must immediately stop using AhnLab Software and destroy AhnLab Software and all copies thereof you made.
- 4. 2.4License of Upgrade Version.: If you use AhnLab Software by upgrading the earlier version of AhnLab Software, you may not transfer, rent or sell the earlier version, and if any program or ancillary file not included in the upgraded version of AhnLab Software is in the earlier version, you may continue to use such program or ancillary file. If you have been using the earlier version and purchase a new version of AhnLab Software, you may not transfer, rent or sell the earlier version, and if any program or ancillary file not included in the new version is in the earlier version, you may continue to use such program or ancillary file.

### 3. Restrictions on the Use of Software

- 1. 3.1Use Purpose: If you purchase a corporate/public institution version of AhnLab Software, you shall not install, copy or use such AhnLab Software for personal use such as using it at home, and if you purchase a personal version of AhnLab Software, you shall not install, copy or use such AhnLab Software at a company or an organization.
- 2. 3.2No Assignment: You shall not assign or provide as security the license to use AhnLab Software or the contractual status related to the right to use AhnLab Software to any third party without prior written consent of AhnLab. In an exceptional case where you assign or provide as security your right related to AhnLab Software, you shall not possess any copy of AhnLab Software, and deliver the assignee all materials related to AhnLab Software, including this Agreement, product number, the media, printed materials, manuals, upgraded version, etc., and the assignee shall agree upon all terms and conditions of this Agreement. In any case, you shall not assign any part of your rights under this Agreement separately from the remaining part. You shall be responsible for all matters arising out of breach of this Clause and AhnLab shall have no responsibility for such matters.

### 4. Internet-Based Services

- 1. 4.1Internet Connection: For AhnLab Software to operate in a normal way, your Computer needs to be connected to internet in a stable way. You are responsible for maintaining your Computer's stable internet connection available at any time.
- 2. 4.2Updates: AhnLab Software includes a function that executes communications through internet as a part of normal operation for automatic updates. If AhnLab Software is automatically updated, random files will be installed at your Computer when necessary, and in this case, your consent is not separately required prior to the installation since your consent to this Agreement will serve as your consent to such installation. The automatic

- updating methods may be changed at any time in order to facilitate urgent update and real-time update for your Computer. In addition, in order to emergently block off the malicious code upon occurrence of security emergency such as spread of malicious code, your updated temporary files may be transmitted to other users whose files are not updated on real-time basis so that prompt updates will be available.
- 3. 4.3Upgrade: If AhnLab releases an upgraded or new version of AhnLab Software, it shall notify the Customer of the details of new version, and may continue to provide all customer support services including sales and provision of patch files for the earlier version for a reasonable period. AhnLab's notification to the Customer may be made by means of public notice at its website or mailing to the Customer, etc.
- 4. 4.4Collection of Information: In order to improve the quality and performance of AhnLab Software, AhnLab may collect the following information gathered during your use of AhnLab Software. AhnLab will comply with the applicable laws and regulations such as the Personal Information Protection Act, and will not deliver or disclose the collected information.
  - 1. a)Information on the hardware and software used in the Customer's Computer;
  - 2. b)Information on the actions of programs that may be a potential security threat such as manipulation of a system file or access to a critical process and information on the process and application program that are deemed to have caused such action;
  - 3. c)Information on data samples transmitted in response to the potential security threat;
  - 4. d)Information on application programs downloaded through web browser, etc.;
  - 5. e)Diagnostic information on malicious code.
- 5. 4.5Miscellaneous: In order to improve the support for and quality of AhnLab Software, AhnLab may collect personally unidentifiable non-personal information such as version of the Software used by the Customer, error information, etc. In addition, AhnLab may collect the number of the exposed banners and the number of clicks to the banners in order to collect statistical data with regard to the banners included in AhnLab Software. The data collected with regard to the banners will be temporarily used as statistical data and destroyed after such use without being stored.

# **5. Intellectual Property Rights**

- 1. 5.1Intellectual Property Rights: AhnLab Software is protected by the Copyright Act and other intellectual property rights-related laws and international treaties on copyright. You are only granted the non-exclusive license to use AhnLab Software, and all patents, copyrights and other intellectual property rights to AhnLab Software (the "Intellectual Property Rights") are retained by AhnLab. Therefore, the Intellectual Property Rights to AhnLab Software will not be transferred to you by your installation or other use of AhnLab Software, and the license under this Agreement will not be construed as a transfer or sale of the Intellectual Property Rights to AhnLab Software. All rights to AhnLab Software are reserved by AhnLab.
- 2. 5.2Prohibition on Infringement: You are, in principle, prohibited from engaging in any infringement in AhnLab's Intellectual Property Rights to AhnLab Software, or from creating derivative works of AhnLab Software. You are also prohibited from removing

any information on rights such as proprietary notices, marks or labels from AhnLab Software. Except as expressly authorized under this Agreement, you may not reverse engineer, de-compile, and disassemble AhnLab Software, and without the prior written consent of AhnLab, you may not translate, re-distribute, re-transmit, publish, sell, rent, lease, trade, resell, pledge, mortgage, transfer, revise, modify or expand all or any part of AhnLab Software. Any copying or re-distribution of AhnLab Software in violation of this Agreement may constitute infringement of the copyright and will be therefore subject to civil and criminal liabilities.

# 6. Open-Source Software

- 1. 6.1Use of Open-Source Software: AhnLab Software may include a specific software or library using open-source software. In this case, the license to the open-source software is granted to you in accordance with the terms and conditions of its proprietary license applicable.
- 2. 6.2Terms of Open-Source Software License: You can find the details of the terms and conditions of individual license and related documents, other data, indication of copyright, etc., in the license file within the installation folder provided by the software or at AhnLab open-source site introduced in the license file, which may be changed by the licensors without separate notification or notice. In case there is any conflict between the terms and conditions of open source software and provisions of this Agreement, the terms and conditions of the open source license shall prevail. You can receive a copy of the open-source file at AhnLab open-source site provided in the license file in accordance with the terms and conditions of the license to the open-source software (you can receive a copy of the open-source file not posted at the website as the case may be, through the contact information provided in this Agreement).
- 3. 6.3No Warranty for Open-Source Software: The open-source software is distributed in the expectation that it will be useful to Customers. Nevertheless, we do not provide a warranty in any form of express an implied warranty on whether it is fit for a specific purpose or that it can be used for sale. The licensor of such licenses, AhnLab, and the Supplier shall not be liable for any and all losses arising out of your use of the open-source software to the maximum extent as permitted by the applicable laws, regardless of whether they have knowledge in advance about any possible losses.

# 7. Limited Warranty: Indemnity and No Liability

1. 7.1Disclaimer of Warranty: You shall bear any and all risks related to the use, performance and customer service of AhnLab Software (including your negligent engine updates). AhnLab and/or the Supplier hereby disclaim any warranties, including the warranties of merchantability, fitness for a particular purpose, implied warranty of intellectual property rights or non-infringement, whether express or implied, to the maximum extent permitted by the applicable laws. AhnLab does not warrant that the features of AhnLab Software will satisfy your demands or that while you are using AhnLab Software, there will be no temporary interruptions or errors to the use of the Computer, and disclaim all of such other warranties as may be excluded to the extent permitted by the applicable laws. AhnLab will not be responsible for any matters arising

- out of any Computer hardware manufactured after the date of production of AhnLab Software or any change in the Computer operating system, nor for any loss or damage caused by viruses or harmful programs discovered after the release of AhnLab Software or after the service for earlier versions of AhnLab Software has been discontinued due to the release of an upgraded or new version of AhnLab Software.
- 2. 7.2Exclusive Remedies: The entire responsibility of AhnLab and your exclusive remedy with regard to AhnLab Software shall, at AhnLab's sole discretion, be limited to one of the followings: (i) replacement of the defective AhnLab Software, (ii) repair or replacement of AhnLab Software that does not meet the limited warranty of AhnLab, or (iii) termination of this Agreement and refund of the amount you have paid for AhnLab Software (only if the purchase was made by you); provided that you are entitled to the remedy by delivering a certificate of purchase to AhnLab within the warranty period.
- 3. 7.3No Liability: Whether or not the remedies set forth in this Agreement have achieved their purpose, AhnLab and/or the Supplier, to the maximum extent permitted by the applicable laws, shall not be liable for any damages or losses (including consequential, incidental, indirect, special, economic, punitive damages or other similar damages, including, without limitation, damages or losses relating to the loss of profits, loss of business opportunity, business interruption, damage to goodwill, shutdown or malfunction of Computers, loss of business information or other commercial or pecuniary loss) resulting from the use of or inability to use AhnLab Software, provision of customer services or failure thereof, except as expressly specified in this Agreement.

# 8. Termination of this Agreement

1. 8.1Termination: You may terminate this Agreement at any time by permanently destroying AhnLab Software. This Agreement will be automatically terminated if you copy or reproduce AhnLab Software without permission. If this Agreement is terminated, you will be required to permanently destroy AhnLab Software and all copies of AhnLab Software that you have made. No part of any amount paid by you for the license to use AhnLab Software shall be refunded if this Agreement is terminated due to any cause attributable to you.

### 9. General Provisions

- 1. 9.1Entire Agreement: This Agreement constitutes the entire agreement between you and AhnLab with respect to the subject matter of this Agreement, and supersedes all agreements, understandings, representations, advertisements and notices, whether oral or in writing, made before the execution of this Agreement with respect to the subject matters of this Agreement.
- 2. 9.2Amendment: AhnLab may amend this Agreement at any time if necessary due to amendment to the applicable laws and regulations or changes in the software, etc. In this case, AhnLab will update AhnLab Software License Agreement posted at its website and notify you of the updated Agreement using the contact information provided by you at the same time, which will give you an opportunity to review and accept or reject the updated Agreement within the period designated below:

- If you are a purchaser of Commercial Product: Upon your extension or renewal
  of the existing Purchase Agreement, you will be deemed to have accepted the
  amendment to this Agreement and the updated Agreement will apply as from the
  time of renewal. If you do not agree to the updated Agreement, the Agreement
  will terminate upon expiration of the contractual term and you must reject the
  updated Agreement by removing AhnLab Software and stopping use of all
  services.
- If you are a user of Free Product: If you continue to use AhnLab Software after the notification as set forth in this Clause, you will be deemed to have accepted the amendment to this Agreement. If you do not agree to the updated Agreement, you must stop all access and use of AhnLab Software and remove it from your Computer.
- 3. 9.3Severability: If any provision of this Agreement is invalid or unenforceable, such provision shall not invalidate the remaining provisions hereof.
- 4. 9.4Language: This Agreement has been originally written in Korean language. AhnLab may provide you with translation versions hereof in one or more languages for your convenience; provided that in the case of conflict or inconsistency between the different language versions, the Korean version shall prevail.
- 5. 9.5Governing Law and Jurisdiction: Any dispute arising between you and AhnLab from the use of AhnLab Software shall be governed by the laws of Korea, and if you and AhnLab fail to resolve the dispute through amicable agreement, it shall be brought to Seoul Central District Court of Korea as the exclusive court of first instance.
- 6. 9.6Contact Information: If you have any questions regarding this Agreement, please contact AhnLab at the following contact information in the territory where you purchased AhnLab Software.
  - Korea: Fax: 031-722-8901; E-mail: <u>customer@ahnlab.com</u>; Address: 220, Pangyoyeok-ro, Bundang-gu, Seongnam-si, Gyeonggi-do, Republic of Korea (Zip Code: 13493)
  - Japan: Tel: 03-6453-8315; Website: <a href="https://jp.ahnlab.com/site/support/qna/qnaAddForm2.do">https://jp.ahnlab.com/site/support/qna/qnaAddForm2.do</a>; Address: 3F, Tamachi Front Building, 4-13-2, Shiba, Minato-ku, Tokyo (Zip Code: 108-0014)
  - China: Tel: +86-10-8260-0935; Fax: +86-10-8260-0931; Website: <a href="https://www.ahnlab.com">www.ahnlab.com</a>; Address: Room 220502, WANGJING SOHO, No.1 Futong Dongdajie, Wangjing Area, Chaoyang District, Beijing (Zip Code: 100102)

AhnLab SW EULA 1.0.0