**SAMSUNG SDS END USER LICENSE AGREEMENT**

**FOR [ (*Insert Software Name and Version)*]**

This End User License Agreement (“Agreement”) is a binding contract between the [] (“End User” or “you”) and SAMSUNG SDS Co., Ltd., a corporation duly organized and existing under the laws of the Republic of Korea, having offices at 125, Olympic-ro, 35-gil, Songpa-gu, Seoul, Korea (“Samsung SDS or Licensor”) which governs End User’s use of software provided by Samsung SDS.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SOFTWARE BECAUSE IT CONSTITUES A BINDING LEGAL AGREEMENT BETWEEN END USER AND SAMSUNG SDS. IF END USER IS NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, END USER MAY NOT ACCESS OR USE THE SOFTWARE. SAMSUNG SDS MAY MODIFY THIS AGREEMENT FROM TIME TO TIME. IF END USER CONTINUES TO ACCESS OR USE THE SOFTWARE AFTER SUCH MODIFICATION, END USER WILL BE DEEMED TO HAVE READ, UNDERSTOOD AND UNCONDITIONALLY AGREED TO SUCH CHANGES. BY ACCESSING OR USING THE SOFTWARE, END USER ACKNOWLEDGES THAT END USER HAS READ AND UNDERSTOOD THIS AGREEMENT, AND END USER AGREES TO COMPLY WITH AND BE BOUND BY THE TERMS AND CONDITIONS EXPRESSED HEREUNDER. END USER FURTHER AGREES THAT END USER’S EMPLOYEES OR ANY PERSON END USER AUTHORIZES TO USE THE SOFTWARE WILL ALSO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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**6. Indemnification**

6.1 You agree to defend, indemnify, and hold harmless Samsung SDS and affiliates and all of their respective employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorneys’ fees and litigation expenses) relating to or arising from any breach by you of this Agreement.

6.2 Samsung SDS shall defend, indemnify and hold you harmless from and against, any, actual, threatened or alleged claim, suit, action, and proceeding arising out of or due to Samsung SDS’s infringement of any third party’s intellectual property rights.

**7. Audit**

You agree Samsung SDS and/or third party licensors may audit your use of the Software with these terms at any time, upon reasonable notice. You agree to cooperate with Samsung SDS audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any fees applicable to your use of the Software in excess of your license rights. If you do not pay, Samsung SDS can end your technical support, licenses and/or this Agreement.

In the event that such audit reveals any use of the Software by you other than in full compliance with the terms of this Agreement, you shall reimburse Samsung SDS or third party licensors for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance. You agree that Samsung SDS shall not be responsible for any of your costs incurred in cooperating with the audit.

**8. Nondisclosure**

8.1 By virtue of this Agreement, the parties may have access to information that is confidential to one another (“Confidential Information”). Confidential Information shall be limited to the terms and pricing under this Agreement, and all information clearly identified as confidential.

8.2 A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree to hold each other’s Confidential Information in confidence for a period of five (5) years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to access it in furtherance of this Agreement and who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement.

**9. Legal & Export Compliance**

You shall comply fully with all international and national laws and regulations that apply to the Software and to your use thereof, including, but not limited to, export laws and regulations of the United States, South Korea and any other relevant country and local export laws and regulations. You agree that such export control laws govern your use of the Software (including technical data), and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations).

**10. Registration and Privacy**

Certain Software will require you to register and provide certain data. In consideration of use of such Software, in registering and providing such data, you represent and warrant that: (a) the information about you is true, accurate, current, and complete (apart from optional items) as required by the Software registration forms ("Registration Data") and (b) you will maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Samsung SDS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Samsung SDS has the right to suspend or terminate your license and refuse any and all current or future use of Software. All Software registrations become the exclusive property of Samsung SDS, its affiliates. Samsung SDS reserves the right to use and reuse all registration and other personally identifiable user information subject to Samsung SDS Privacy Policy. You may edit, update, alter or obscure their personally identifiable information at any time by following the instructions located in Samsung SDS Privacy Policy, if applicable.

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11.2 The Software may contain third party software which requires notices and/or additional terms and conditions. By accepting this Agreement, you are also accepting the additional terms and conditions of the third party software.

**12. Entire Agreement**

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Software ordered by you, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Software.

**13. Assignment**

You may not assign this Agreement or give or transfer the Software or an interest in them to another individual or entity.

**14. Validity**

If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement.

**15. Force Majeure**

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license and permit); other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel affected Orders upon written notice. This section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for Software ordered or delivered.

**16. Safe Use**

Software is not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is your responsibility to ensure safe use of Software in such applications.

**17. Expiration/Termination**

The License is effective until expired or terminated. The License shall expire automatically upon the expiration of applicable Documentation. The License shall terminate immediately without notice from Samsung SDS or its licensors if you fail to comply with any provision of this Agreement or upon a breach of applicable additional Documentation by you (including breach for nonpayment, if applicable). The remaining terms and conditions of this Agreement shall survive the termination or expiration of the License.

**18. Governing Law and Jurisdiction**

This Agreement is governed by the substantive and procedural laws of the Republic of Korea and you and Samsung SDS agree to submit to the exclusive jurisdiction of the Seoul Central District Court in any dispute arising out of or relating to this Agreement.

**19. Language**

You agree that English language has been elected to express the terms of Agreement and the English version shall be deemed to be the original. The English language agreement may be translated into other language for purpose of convenience, but in the event of a dispute between the English version and the translated version, the English version shall prevail.

The Effective Date of this Agreement is \_\_\_\_\_\_\_\_\_.

**End User**

Signed by End User \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ \_ \_\_

Your Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_

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