

General Terms and Conditions for Samsung Cloud Platform Service

These General Terms and Conditions for Samsung Cloud Platform Service and all other terms, conditions and policies referenced herein (together, the "General Terms") shall govern each of Samsung Cloud Platform Service Customer Agreements (each, as applicable, may hereinafter be referred to as the "Customer Agreement"). These General Terms and the Customer Agreement shall hereinafter be collectively referred to as the "Agreement", and the key terms are defined in **Section 11**.

1. Use of the Services

1.1 Right to Use

SDS grants Customer the right to access and use the Services subscribed to by Customer in accordance with the Agreement, provided that Customer complies with the terms of the Agreement (including all payment obligations) and all Laws applicable to Customer's use of the Services.

1.2 Service Terms

Service Terms shall govern SDS' provision and Customer's use of the Services.

1.3 Acceptable Use Policy

Customer represents and warrants that none of Customer Content or End User's use of Customer Content or the Services will violate the Acceptable Use Policy.

1.4 Application for Subscription to Service

Customer may apply for subscriptions to certain Services through Customer Account at the Console ("Application"). If SDS refuses Customer's Application, SDS shall notify Customer of the reason for such refusal.

1.5 Restrictions

Customer may not: (i) license, sell, transfer, assign, distribute, outsource, permit timesharing of, commercially exploit, or make available the Services or SDS Content to any third party except as may be expressly permitted by SDS in writing; (ii) modify, reverse engineer, disassemble, or decompile the Services or SDS Content or apply any other process or procedure to derive the source code of any software included in the Services or SDS

Content (except to the extent applicable Laws do not allow this restriction); (iii) combine any Service with Customer's own service or software to create a Customer-branded solution that Customer markets to third parties except as may be expressly permitted by SDS in writing; or (iv) misrepresent or embellish the relationship between SDS and Customer (including by expressing or implying that SDS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors), or otherwise imply any relationship or affiliation between SDS and Customer except for the relationship of service provider and customers contemplated by the Agreement.

2. Service Fees

2.1 Pricing, invoice and payment

SDS shall invoice Customer on a monthly basis for the Service Fees calculated according to the Pricing Options as at the end of each month, and Customer shall make full payment of such Service Fees, without offset or reduction, within thirty (30) calendar days from the invoice date. All amounts overdue from Customer shall accrue a finance charge of 0.05 percent per day or the maximum amount allowed by applicable Laws, whichever is lower.

2.2 Dispute over Invoice Amount

2.2.1 If Customer disagrees with any invoice amount and wishes to dispute such invoice amount ("Disputed Amount"), Customer shall provide SDS with a written notification including the reason for such disagreement within fifteen (15) calendar days following the receipt of relevant invoice in accordance with the notification procedure provided in the Customer Agreement. Customer shall be deemed to have agreed on any invoice amount if there is no notification from Customer within fifteen (15) calendar days from the receipt of such invoice.

2.2.2 Customer and SDS shall consult with each other in an amicable and commercially reasonable manner to reach an agreement about the Disputed Amount within thirty (30) calendar days following SDS' receipt of the relevant notification from Customer ("Resolution Period"). Any Disputed Amount which cannot be settled during the Resolution Period shall be subject to dispute resolution procedure provided in the Customer Agreement.

2.2.3 If Customer and SDS reach an agreement on Disputed Amount according to **Section 2.2.2**, Customer shall pay the agreed amount within thirty (30) calendar days following the

date such agreement is reached. For clarity, any portion of an invoice that is not disputed must be paid by Customer in accordance with **Section 2.1** above.

2.3 Taxes

All amounts payable by Customer to SDS under the Agreement are exclusive of any taxes. Customer will pay all taxes, except (i) taxes payable by SDS based on SDS' net income and (ii) to the extent it provides SDS with a certificate of exemption to avoid or reduce the taxes, which is accepted by the applicable taxing authority. All amounts payable under the Agreement will be made without any deduction or withholding. If any deduction or withholding is required by applicable Laws, Customer will notify SDS and will pay any additional amounts necessary to ensure that the net amount that SDS receives, after any deduction and withholding, equals the amount SDS would have received if no deduction or withholding had been required.

3. Changes

3.1 Changes to Services

At any time, at SDS' sole discretion, SDS may change the Services. With regard to changes to Services that Customer has subscribed to, SDS will provide Customer at least twelve (12) months' prior notice if material functionality is to be significantly degraded or discontinued, except to the extent that this notice could invoke a security or intellectual property concern to SDS or the Services, or subjects SDS to violate any applicable Laws.

3.2 Modifications to the terms of the Agreement

3.2.1 SDS reserves the right to modify or supplement these General Terms including Policies and Service Level Agreements at any time by posting modified versions on the Service Portal or by otherwise notifying Customer in accordance with the notification procedure provided in the Customer Agreement ("Modifications to the Terms"). With regard to the Services that Customer has subscribed to, SDS will provide at least sixty (60) calendar days' advance notice for adverse changes to any Service Level Agreements. Modifications to the Terms will become effective upon the effective date stated on the Service Portal, or if SDS notifies Customer, as stated in relevant notices. Customer's continued use of the

Services after the effective date of Modifications to the Terms constitutes Customer's acceptance and agreement with such Modifications to the Terms. It is Customer's responsibility to check the Service Portal regularly for Modifications to the Terms.

3.2.2 Notwithstanding the foregoing: (i) any Modifications to the Terms which SDS reasonably determines is required due to a change in applicable Laws shall be effective as SDS reasonable determines is required by applicable Laws; and (ii) SDS may modify or supplement the Policies as set forth in those documents. The Agreement may not be amended or modified other than as set forth in the foregoing or pursuant to a written amendment executed by authorized representatives of the Parties.

4. Customer's Responsibility

4.1 Customer Account

Customer is required to and solely responsible for maintaining the confidentiality and security of Account Information. Any and all activities that occur using Account Information, including submission of an Application (collectively, "Activities under Customer Account"), shall be considered done by Customer and Customer shall bear sole responsibility for all Activities under Customer Account. For clarity, Customer shall pay any and all Service Fees relevant to Activities under Customer Account, regardless of whether such Activities under Customer Account are authorized or intended by Customer or not.

4.2 Customer Content

4.2.1 Customer is solely responsible for Customer Content. Customer represents and warrants that Customer possesses all legal right to, or have obtained all necessary permissions to use and process any and all Customer Content in connection with use of the Services.

4.2.2 Customer acknowledges that location of the Data Center shall be specified in the Customer Agreement. Customer agrees on transfer of Customer Content into, and storage of Customer Content in the Data Center ("Transfer and Storage"). Customer shall ensure that Transfer and Storage is, at all times, compliant with all applicable Laws, including, without limitation, those related to data privacy, data transfer, data export, exportation of technical or personal data, consent, and contractual obligations. Customer shall, at its own risk and expense, obtain any legal right, permit, license or official authorization necessary

for Transfer and Storage. For clarity, Customer takes sole responsibility for compliance with all regulatory requirements that apply to Transfer and Storage and in no event shall SDS be liable for Customer's violation of such regulatory requirements.

4.3 Security and Backup

4.3.1 Customer is solely responsible for any systems and infrastructures that are maintained or operated by or on behalf of Customer in connection with use of the Services ("Customer Systems"). Customer shall take appropriate action to secure and protect Customer Systems against viruses or illegal penetration from external sources through networks, which might include use of encryption to protect Customer Content or Account Information from unauthorized access. SDS shall not be responsible for any security breaches related to Customer Systems, unless SDS and Customer have otherwise executed a separate agreement which shall set forth Parties' liabilities with respect to such security obligations.

4.3.2 It is Customer's sole responsibility to maintain appropriate backup of Customer Content to protect Customer Content from being deleted or damaged. To the maximum extent permitted by applicable Laws, in no event shall SDS be responsible for deletion, destruction, damage, loss or failure to store of Customer Content.

4.4 End User

Customer shall control and be solely responsible for access and use of Customer Content and the Services by any person or entity. Customer shall remain responsible for any and all actions that Customer permits, assists or facilitates any person or entity to take related to the Agreement, Customer Content or use of the Services, as if those actions were taken by Customer. Customer will ensure that all End Users comply with Customer's obligations under the Agreement and that the terms of the Customer's agreement with each End User are consistent with the Agreement. If Customer becomes aware of any violation of Customer's obligation under the Agreement caused by an End User, Customer will immediately suspend access to Customer Content and the Services by such End User and notify SDS of such violation.

4.5 Indemnification

Customer agrees to protect, defend (at SDS' request), indemnify, and hold harmless SDS and its affiliates, and its and their directors, officers, agents and employees, from and

against any and all claims, obligations, losses, damages, judgments, settlements, liabilities and any and all related cost, expenses and fees (including, but not limited to, reasonable attorneys' fee) arising out of, relating to or in connection with any claim, action, suit, proceeding, dispute or demand made by any third parties (a "Claim") arising out of, relating to or in connection with: (i) alleged breach of the Agreement or violation of applicable Laws or rights of a third party by Customer, End Users or Customer Content; (ii) the Customer Content or Customer's or any End User's use of the Services (including Activities under Customer Account and use by Customer's employees and personnel), other than a claim for which SDS would be obligated under **Section 9** below; or (iii) a dispute between Customer and any End User. In the event SDS requests Customer to defend any Claim, Customer may not admit fault by SDS or agree to any settlement without SDS' prior written consent.

5. Suspension of the Services

5.1 Without limitation to any other provisions of the Agreement, SDS may immediately suspend or limit Customer's or any End User's access or use of the Services if SDS reasonably determines:

- (i) Customer has breached any of Customer's obligations, including payment obligations, under the Agreement;
- (ii) Customer or any End User has breached Acceptable Use Policy;
- (iii) there is a security risk to the Services or any third party;
- (iv) Customer or an End User's use of the Services could adversely impact SDS' systems, the Services or the systems or Content of any other SDS' customer;
- (v) it is reasonably needed to prevent unauthorized access to Customer Content;
- (vi) a third party claims that Customer Content infringes such third party's right;
- (vii) a governmental body requests or orders a temporary suspension of use of the Services in accordance with legal procedures; or
- (viii) Customer or an End User's use of the Services could violate applicable Laws.

5.2 If SDS suspends Customer's use of the Services for any of the reasons set forth in

Section 5.1, SDS will provide Customer with notice, including the reason and the period for such suspension, and the means of submitting a formal objection. If the causes of suspension in **Section 5.1** is cured or no longer valid, SDS shall promptly reinstate Customer's right to use the Services.

5.3 SDS may invoice Customer for Service Fees accrued during the period of suspension due to causes set forth in this Section.

6. Term; Termination

6.1 Term

6.1.1 The Term of the Agreement shall be provided in the Customer Agreement.

6.1.2 Any Services for which the Application has been accepted by SDS before the expiry date of the Agreement and which have a Service Period extending past such expiration date shall continue in effect in accordance with their respective Service Periods following expiration of the Term of the Agreement. For clarity, such Services shall continue to be governed by the terms of the Agreement until the expiration of their Service Periods notwithstanding the expiration of the Term of the Agreement. Notwithstanding anything to the contrary, if the Agreement is terminated in accordance with **Section 6.2**, SDS may, at its sole discretion, terminate all Services under the Agreement on the termination date of the Agreement.

6.2 Termination

6.2.1 Either Party may terminate the Agreement for cause if the other Party is in breach of the Agreement and such breach remains uncured for a period of fourteen (14) days from receipt of notice by the other Party.

6.2.2 Either Party may terminate this Agreement immediately upon the occurrence of any of the following events:

(i) if the other Party becomes insolvent, files for bankruptcy, composition, workout or corporate reorganization proceedings or the transactions between the other Party and the relevant banks cease;

(ii) if the assets of the other Party are subject to attachment, provisional attachment, provisional injunction, or the other Party receives a petition for lawsuit, auction, and

compulsory execution and thus the other Party is deemed to be unable to perform the Agreement;

(iii) Customer does not take appropriate measures as requested by SDS to remedy the cause for suspension arising from **Section 5.1**; or

(iv) performance of obligations under the Agreement is or may become impossible for other events similar to the foregoing.

6.2.3 If Customer does not use certain Service that Customer has subscribed to for more than ninety (90) consecutive calendar days, SDS may, at its sole discretion, terminate such unused Service ("Unused Service") immediately after providing Customer with relevant notice. In such case, SDS will delete Customer Content related to such Unused Service stored in SDS' server after thirty (30) calendar days from the notice date ("Retention Period"). If Customer wishes to reinitiate use of the Unused Service, Customer must apply for such reinitiation before the expiry of the Retention Period. However, if Customer does not reinitiate use of the Unused Service within (14) calendar days from the reinitiation of the Unused Service by SDS, SDS may immediately terminate such Unused Service and delete relevant Customer Content from SDS' server without prior notice.

6.2.4 If Customer does not agree with changes under **Section 3**, Customer may terminate the Agreement by providing SDS with written notice including the reason for such termination within thirty (30) calendar days following the effective date of relevant changes.

6.3 Effect of Expiration/Termination

6.3.1 Upon termination or expiration of the Service Period for a particular Service, all rights of Customer, including access to and use of such Service, shall immediately become invalid, and Customer shall return or, if instructed by SDS, destroy all applicable SDS Content or Third-Party Content in Customer's possession.

6.3.2 Customer shall make full payment of Service Fees incurred up to the termination or expiration date of the applicable Service Period within thirty (30) calendar days following such termination or expiration or on the date of subsequent payment of Service Fees for other Services, whichever is later.

6.3.3 With regard to termination of certain Services of which the Service Period is for a fixed-term, Customer shall pay a termination fee calculated according to relevant Pricing

Option within (30) calendar days following the termination date of such Service or on the date of subsequent payment of Service Fees for other Services, whichever is later.

6.3.4 Subject to **Section 6.2.3**, SDS may delete all Customer Content from SDS' server associated with a Service for which the Service Period has expired or terminated, and is not obligated to keep any backup of Customer Content. Customer must backup any Content which Customer wishes to retain before termination or expiration of the Service Period. SDS shall not be responsible for any liabilities arising from deletion of Customer Content.

6.3.5 Notwithstanding any termination or expiration of the Agreement, those rights and obligation which by their nature survive termination or expiration, including but not limited to the rights and obligations under Section 2, 4, 6.3, 7, 8, 9, 10 and 11, shall survive.

7. Disclaimers

EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, SDS, ITS AFFILIATES AND LICENSORS PROVIDES NO WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH REGARD TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SERVICES, THE SDS CONTENT AND THE THIRD-PARTY CONTENT. FOR CLARITY, THE SERVICES, THE SDS CONTENT AND THIRD-PARTY CONTENT ARE PROVIDED "AS IS" AND SDS AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, (II) THAT THE SERVICES, SDS CONTENT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS OR THAT ERRORS WILL BE CORRECTED, AND (III) THAT ANY CUSTOMER CONTENT OR OTHER CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAWS DO NOT PERMIT THEM.

8. Limitation of Liability

8.1 With regard to Service Failure (as defined in relevant Service Level Agreement), Compensation Rules set forth in relevant Service Level Agreement shall be applied. SDS bears no liability other than the compensation stated in relevant Service Level Agreement with regard to Service Failure.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, SDS SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY OF THE FOLLOWING :

- (i) SUSPENSION OF THE SERVICES PURSUANT TO THE SERVICE TERMS;
- (ii) SUSPENSION OF THE SERVICES PURSUANT TO **SECTION 5** OR AS OTHERWISE CONTEMPLATED UNDER THE AGREEMENT;
- (iii) CUSTOMER'S INTENTIONAL WRONGDOING OR NEGLIGENT ACTS OR OMISSIONS WHICH RESULT IN INTERRUPTION, FAILURE OR TERMINATION OF THE SERVICES;
- (iv) ANY PROBLEMS CAUSED BY CUSTOMER, SUCH AS MAL-OPERATION OF CUSTOMER SYSTEMS OR THE SERVICES BY CUSTOMER, AND/OR ITS EMPLOYEES, CONTRACTORS OR AGENTS;
- (v) ANY DAMAGES CAUSED OR AGGRAVATED BY CUSTOMER DESPITE BEING NOTIFIED BY SDS OF THE POTENTIAL RISK IN ADVANCE BUT WHICH CUSTOMER HAS FAILED TO TAKE APPROPRIATE MEASURE TO PREVENT SUCH RISK;
- (vi) MALFUNCTION OF SOFTWARE OR HARDWARE OWNED, LICENSED OR SUPPLIED BY A THIRD PARTY OTHER THAN SDS;
- (vii) INACCURACY OR INAPPROPRIATENESS OF INFORMATION, DATA, MATERIALS OR FACTS THAT ARE PUBLISHED, SHARED, DISCLOSED OR TRANSMITTED BY CUSTOMER OR A THIRD PARTY;
- (viii) CLAIMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BETWEEN CUSTOMER AND A THIRD PARTY; OR
- (ix) SERVICE FAILURE CAUSED BY ILLEGAL HACKING OR UNAUTHORIZED ACCESS FROM OUTSIDE DESPITE SDS' REASONABLE EFFORTS TO IMPLEMENT PROTECTIVE SECURITY MEASURES IN ACCORDANCE WITH THE RELEVANT LAWS.

8.3 IN NO EVENT SHALL SDS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF OR RELATED TO THE AGREEMENT OR ANY SERVICES HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST REVENUE, LOSS OF USE, LOSS OF DATA, COSTS OF RECREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT, PROGRAM, OR DATA OR CLAIMS BY ANY THIRD PARTY,

EVEN IF SDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.4 SDS' MAXIMUM CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT DURING THE TERM (FOR THIS SECTION, IF THE TERM HAS BEEN RENEWED, THE TERM SHALL MEAN THE RELEVANT RENEWAL TERM, AND IF THE TERM IS NOT STIPULATED, THE TERM SHALL MEAN THE ONE (1) YEAR PERIOD PRECEDING THE DATE THAT THE LIABILITY AROSE) IS LIMITED TO THE TOTAL AMOUNT PAYABLE BY CUSTOMER FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THAT THE LIABILITY AROSE.

9. Infringement Claims

9.1 Claims Brought Against Customer

9.1.1 Subject to all terms and conditions of this **Section 9**, SDS will defend Customer against claims brought against Customer by any third party alleging that the Services infringe or misappropriate that third party's intellectual property rights. SDS will indemnify Customer against all damages finally awarded by court against Customer (or the amount of any settlement SDS enters into) with respect to these claims.

9.1.2 SDS's obligation under **Section 9.1.1** will not apply if the alleged claim relates to: (i) use of the Services in conjunction with any product, service or process not provided by SDS; (ii) use of the Services provided for no fee; (iii) Third-Party Content or Customer Content; (iv) configuration or modification of the Services in accordance with Customer's request, if the alleged claim would not have arisen but for such configuration or modification; (v) Customer's failure to timely notify SDS in writing of any such claim if SDS is prejudiced by Customer's failure to provide or delay in providing such notice; or (vi) any use of the Services not permitted under the Agreement.

9.1.3 If a third party makes a claim stated in **Section 9.1.1** or in SDS' reasonable opinion is likely to make such a claim, SDS may, at its sole option and expense: (i) procure for Customer the right to continue using the Services under the terms of the Agreement; or (ii) replace or modify the Services to be non-infringing without material decrease in functionality. If SDS determines in its sole discretion that neither of these options are reasonably available, SDS may terminate the affected Services upon written notice to

Customer.

9.1.4 SDS expressly reserves the right to cease such defense of any claim(s) if the applicable Services is no longer alleged to infringe or misappropriate the third party's rights.

9.2 Procedure

All third party claims under **Section 9.1** shall be conducted as follows: (i) Customer must timely notify SDS in writing of the claim; (ii) Customer must reasonably cooperate in the defense and settlement of the claim and may appear (at its own expense) through counsel reasonably acceptable to SDS; and (iii) SDS will have the right to fully control the defense and settlement of the claim.

9.3 Exclusive Remedy

This **Section 9** states the sole, exclusive and entire liability of SDS, its affiliates and subcontractors to Customer, and is Customer's sole remedy, with respect to any alleged infringement or misappropriation of third party intellectual property rights.

10. Miscellaneous

10.1 Privacy and Processing of Personal Data

10.1.1 Each Party must comply with applicable Laws governing the collection, use and disclosure of Personal Data and must obtain consents required with respect to the handling of Personal Data. SDS will only use any Personal Data including Account Information in accordance with the Privacy Policy.

10.1.2 With regard to any Personal Data Customer provides to SDS under the Agreement, Customer represents and warrants that it: (i) has the legal rights and applicable consents to provide such Personal Data to SDS; (ii) has provided any required notices and has obtained any consents and/or authorizations from relevant person related to its use of Services and SDS' processing of such Personal Data; and (iii) will comply with all applicable Laws for collecting, processing, and transferring such Personal Data to SDS.

10.2 Notice

10.2.1 Notices to Customer.

SDS may provide notices and other information ("Notices") to Customer under the

Agreement either by: (i) posting such Notices on the Service Portal or the Console, which will become effective upon posting; or (ii) sending such Notices to Customer's email address associated with Customer Account, which will become effective when SDS sends the email. Customer is responsible to keep Customer's email address current at all times. Customer will be deemed to have received any email sent to the email address associated with Customer Account when SDS sends the email, whether or not Customer actually receives the email.

10.2.2 Notices to SDS.

Customer may provide any Notices to SDS in accordance with the notification procedure provided in the Customer Agreement.

10.3 Force Majeure

10.3.1 Neither party shall be responsible for failure or delay of performance (except for payment obligations) to the extent caused by circumstances beyond its reasonable control, such as catastrophic weather conditions, pandemic or endemic, public health emergencies, blockade or other extraordinary elements of nature or acts of God, extraordinary acts of government, war, terrorism, insurrection, riots, civil disorders or rebellion, labor disputes, refusal of license by the government or other governmental agencies, communications failure, and internet and power outages or disruptions ("Force Majeure"). The COVID-19 pandemic and all governmental actions taken in response thereto shall constitute Force Majeure events regardless of the existence or foreseeability thereof as of the Effective Date.

10.3.2 The parties shall use reasonable efforts to continue to perform their obligations or mitigate the effects of a Force Majeure event while such the Force Majeure event continues, and shall make best efforts to resume performance of their obligations immediately after the end of the Force Majeure event.

10.4 Assignment

Customer may not assign the Agreement or transfer its rights and obligations under the Agreement (whether by operation of law, merger or otherwise) without SDS' written consent.

10.5 Entire Agreement

The Agreement is the entire agreement concerning its subject matter and supersedes all

prior or contemporaneous representations, understandings, agreements, or communications between Customer and SDS, whether written or verbal, regarding the subject matter of the Agreement. Conflicts and variances among the documents comprising the Agreement shall be resolved by giving precedence in the following order of descending priority: (i) Customer Agreement, (ii) Service Terms, (iii) this document, (iv) Acceptable Use Policy, (v) other Policies; and (vi) any other documents referenced in or incorporated into the Agreement.

10.6 Export Control

Each Party shall comply with all export control and economic sanctions laws (collectively, "International Trade Control Laws") applicable to use and/or provision of the Services. Without limiting the foregoing, Customer shall not cause SDS to provide the Services in violation of applicable International Trade Control Laws. SDS may decline to engage in any activity with any connection to a restricted country or region, or that SDS otherwise determines could constitute a violation of applicable International Trade Control Laws, without creating any liability on its part under the Agreement. For clarity, Customer is solely responsible for compliance related to the manner in which Customer chooses to use the Services, including Customer's transfer and processing of Customer Content and the provision of Customer Content to End Users, and the Data Center in which any of the foregoing occur.

10.7 Independent Contractors

Non-Exclusive Rights. The relationship of the Parties under the Agreement is that of independent contractors. The Agreement does not create a partnership, agency, joint venture, employment, or franchise relationship between the Parties.

10.8 Confidentiality

During the term of the Agreement and for five (5) years following the expiration or termination of the Agreement, Customer agrees: (i) to maintain SDS' Confidential Information in strict confidence, (ii) not to disclose such Confidential Information to any third party; and (iii) not to use any such Confidential Information for any purpose except for use of the Services under the Agreement ("Purpose"). Customer may disclose SDS' Confidential Information to its employees and contractors who have a bona fide need to know such Confidential Information for the Purpose, but solely to the extent necessary to

pursue the Purpose and for no other purpose; provided that each such employee and contractor first executes a written agreement containing confidentiality and non-use obligations not less protective than the terms hereof (or is otherwise already bound by such obligations). Notwithstanding the foregoing, Customer shall remain responsible for compliance by each of its employees and contractors with all applicable terms and conditions of the Agreement and for any and all acts or omissions of such employees and contractors, just as if those acts or omissions were those of Customer. The provisions of this **Section 10.8** shall not restrict Customer from disclosing SDS' Confidential Information to the extent required by any Laws; provided that Customer uses reasonable efforts to give SDS reasonable advance notice of such required disclosure in order to enable SDS to prevent or limit such disclosure.

10.9 Publicity

Customer shall not use any trademarks, service marks, service or trade names, logos, and other designations of SDS in any publicity activities without the prior written consent of SDS. Customer agrees that SDS may use Customer's name and logos in customer listings in its advertising or promotional materials for the Service as part of its marketing efforts.

10.10 Waivers

No waiver of any right or obligation under the Agreement will be effective unless it is in writing and signed by an authorized representative of the Party granting the waiver. The waiver by either Party of any breach of the Agreement will not constitute a waiver of any other or subsequent breach.

10.11 Severability

If any provision of the Agreement is held to be invalid or unenforceable, it shall either be: (a) reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of (i) such provision under other circumstances or (ii) the remaining provisions hereof under all circumstances; or (b) if such reformation is not possible, severed from the Agreement and the remainder of the Agreement shall continue in full force and effect.

10.12 No Third-Party Beneficiaries

Nothing in the Agreement will confer any rights upon any person other than the Parties and their respective successors and permitted assigns.

10.13 U.S. Government Rights

Each of the Services provided to the U.S. Government in connection with the Agreement, including all of its components and documentation used to provide service, is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 C.F.R. 12.212. Accordingly, if the Customer is an agency of the U.S. Government or any contractor for any agency of the U.S. Government, the Customer only receives those rights with respect to any Service and related documentation provided to Customer in connection with the Agreement as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense licensees and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors. If these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue its use of the Services.

10.14 Governing Law and Dispute Resolution

Any dispute or claim relating in any way to the Agreement will be governed by the governing law and dispute resolution procedure as provided in the Customer Agreement.

11. Definitions

"Acceptable Use Policy" means the policy which describes prohibited uses of the Services located at <<https://cloud.samsungsds.com/serviceportal/policy/legal.html>>.

"Account Information" means any information relating to the Customer Account including without limitation ID, passwords, usernames, phone numbers, email addresses and billing information.

"Confidential Information" means information that relates to SDS' past, present, or future research, development, business activities, customers, finances, products, services, and technical knowledge, which is identified by SDS as confidential or that would be understood to be confidential by a reasonable person under the circumstances. Confidential Information does not include any information that: (i) is or becomes publicly

available without breach of the Agreement; (ii) can be shown by documentation to have been known to Customer at the time of Customer's receipt from SDS; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by Customer without reference to SDS' Confidential Information.

"Console" means a website where Customer can apply for particular Services available at <https://cloud.samsungds.com/console>.

"Content" means all data and materials, including, but not limited to software (including machine images), applications, code, text, links, images, photographs, messages, graphics, music, sounds, video, files, data, and other materials.

"Customer Account" means Customer's account registered at the Console, by which Customer can apply for subscriptions to Services at the Console.

"Customer Content" means any Content that Customer or any End Users enter into the Services for processing, storage or hosting by the Services and any data that is derived from Customer's or any End Users' use of the Services, as long as such data is not a component of the Services itself or furnished by SDS under the Agreement. Customer Content does not include Account Information, any component of the Services or material provided by or on behalf of SDS.

"Data Center" means a data center which is used by SDS to provide the Service to Customer, where Customer Content is stored.

"End User" means any individual or entity that accesses Customer Content hosted in the Services or otherwise accesses or uses the Services under Customer Account, which may include (without limitation) Customer's customers and licensees.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Personal Data" means any information relating directly or indirectly to an identified or identifiable individuals.

“Policies” means any policy, terms or restrictions applicable to Customer’s use of the Services including the Service Terms, the Acceptable Use Policy, Pricing Options, Privacy Policy, Terms of Service, all restrictions described in the SDS Content, on the Service Portal or the Console, and any other policy or terms referenced in or incorporated into the Agreement, as may be updated by SDS from time to time.

“Pricing Option” means prices applied to Services and is located at <<https://cloud.samsungsds.com/serviceportal/pricing.html>>.

“Privacy Policy” means the privacy policy posted on the Console.

“Prohibited Content” means any Content that : (i) is illegal under applicable Laws; (ii) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; or (iii) violates the terms of the Agreement.

“SDS Content” means any Contents provided by SDS in connection with the Services or on the Service Portal to allow access to and use of the Services. SDS Content does not include the Services or Third-Party Content.

“Service” means Samsung Cloud Platform Service made available by SDS, the details of which are described on the Service Portal. Service does not include any Third-Party Content.

“Service Level Agreement” means the commitment SDS makes regarding the Services located at <<https://cloud.samsungsds.com/serviceportal/policy/sla.html>>, as may be updated by SDS from time to time.

“Service Period” means the term during which Customer can use the Service(s) as set forth at the Console. For clarity, Service Periods may vary for each Service.

“Service Portal” means a website that introduces the Services and General Terms including Policies and Service Level Agreements and is available at <<https://cloud.samsungsds.com>>.

“Service Terms” means the rights and restrictions applicable to Customer’s use of the Services located at <<https://cloud.samsungsds.com/serviceportal/policy/legal.html>>.

“Term” means the term of the Agreement described in **Section 6.1.1**.

“Terms of Service” means the terms of service posted on the Console.

“Third-Party Content” means Content made available to Customer by any third party on the Service Portal or in conjunction with the Services.

“Third-Party Terms” means a separate agreement between Customer and any third party that governs use of Third-Party Content, including end user license agreements, subscription agreements, warranty agreements, and any other terms and conditions accompanying such Third-Party Content.