

# MyCQ Inc. SOFTWARE END USER LICENSE AGREEMENT

---

PLEASE READ THIS SOFTWARE END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THE MyCQ Inc. SOFTWARE.

BY USING THE MyCQ Inc. SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE. TITLE AND INTELLECTUAL PROPERTY RIGHTS IN AND TO ANY CONTENT DISPLAYED BY OR ACCESSED THROUGH THE MyCQ Inc. SOFTWARE BELONGS TO THE RESPECTIVE CONTENT OWNER. SUCH CONTENT MAY BE PROTECTED BY COPYRIGHT OR OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES.

## 1. Definitions.

"Software" means all of the contents of the files, disk(s), CD-ROMS(s) or other media with which this Agreement is provided, including but not limited to MyCQ Server, MyCQ Client Library, MyCQ Studio Software and related explanatory written materials or files. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software. "You" means an individual, company or other organization who (which) had paid the cost of Software license.

## 2. Software License.

As long as you comply with the terms of this MyCQ Inc. Software End User License Agreement ("Agreement"). MyCQ Inc. grants to You a non-exclusive license to use the Software. You may make one backup copy of the Software, provided your backup copy is not installed or used on any computer. And You may not transfer the rights to a backup copy. You agree not to modify, adapt or translate the Software. You also agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software.

### 2.1 Evaluation Edition License.

If You have one(1) Evaluation Edition License provided by MyCQ Inc., then MyCQ Inc. grants to You a non-exclusive license to install and Use a single copy of the MyCQ Server on one(1) computer for the purpose of evaluation.

### 2.2 Enterprise Edition License.

If You have one(1) Enterprise Edition License provided by MyCQ Inc., then MyCQ Inc. grants to You a non-exclusive license to install and Use a single copy of the MyCQ Server on one(1) computer which has one(1) CPU. Enterprise Edition License requires a single license for each CPU. E.g. If You have two(2) CPUs in one(1) computer which running one(1) MyCQ Server Software, then You are required to have two(2) Enterprise Edition Licenses.

### 2.2 Developer Edition License.

If You have one(1) Developer Edition License provided by MyCQ Inc., then MyCQ Inc. grants to You a non-exclusive license to install and Use a single copy of the MyCQ Server on one(1) computer for the purpose of development.

## **2.2 Academy Edition License.**

If You have one(1) Academy Edition License provided by MyCQ Inc., then MyCQ Inc. grants to You a non-exclusive license to install and Use a single copy of the MyCQ Server on one(1) computer for the purpose of education.

## **3. Upgrade Edition License.**

The terms of this License Agreement will govern any software upgrades provided by MyCQ Inc. that replace and/or supplement the original MyCQ Inc. Software product, unless such upgrade is accompanied by a separate License Agreement in which case the terms of that License Agreement will govern.

## **4. Intellectual Property Rights.**

This agreement does not grant You any intellectual property rights in this Software and all rights not expressly granted are reserved by MyCQ Inc.

## **5. Disclaimer of Warranties.**

You expressly acknowledge and agree that Use of the MyCQ Inc. Software is at your sole risk AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. The MyCQ Inc. Software is provided "AS IS", WITH ALL FAULTS and without warranty of any kind.

## **6. Limitation of Liability.**

In no event will MyCQ Inc. be liable to You FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES. Even if MyCQ Inc. has been advised of the possibility of such LOSS, DAMAGES.

## **7. Complete Agreement; Governing Language.**

This license agreement constitutes the entire agreement between the parties with respect to the Use of the MyCQ Inc. Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter.

In the event of a dispute between the Korean and any non-Korean versions of Agreement, the Korean version of this Agreement shall govern.

\* The disputes event related to MyCQ Inc. will be processed in the competent court where MyCQ Inc. is located.