

# DevOS Terms of Service

## Article 1 (Purpose)

The purpose of these Terms of Service (hereinafter referred to as the “**Terms**”) is to stipulate the rights and obligations and other necessary matters between Bepin Global Inc. (hereinafter referred to as the “**Company**”) and the User (hereinafter referred to as the “**Customer**”) when using DevOS provided by the Company.

## Article 2 (Definitions)

The terms used in the Terms shall be defined as follows:

1. **DevOS** (or the “Services”) means the cloud-based one-stop DevOps platform that offers infrastructure configuration and provisioning with IaC and CI/CD application deployment on the multi- and hybrid cloud infrastructure.
2. **Cloud Service** means a service that provides resources such as network, server, storage, application, and service to access and use in a virtual network.
3. **Cloud Service Provider** (CSP) means a provider of cloud solutions.
4. **ID** means an email address determined by the Customer for the purpose of identifying the Customer and using the service.
5. **Password** means a combination of letters, numbers, or special characters determined by the Customer to confirm that the Customer matches the ID determined by the Customer and to protect confidentiality.
6. **Free service** means a service where the Customer uses a certain set of features for a specified period of time without any payment to the Company.

7. **Paid service** means a service that the Customer pays a certain amount of price to use the Services.
8. **Payment** means the payments by the Customer to the Company for the use of paid services.

### **Article 3 (Posting and Amendment of the Terms)**

1. The Terms can be found on the Company's service website (<https://www.opsnow.com>, hereinafter referred to as the "Site"). In order for the Customer to use the Company's services, the Customer must agree to the Terms.
2. The Company may amend the Terms to the extent that it does not violate applicable laws such as the *Act on the Regulation of Terms and Conditions*, the *Act on Promotion of Information and Communications Network Utilization and Information Protection*, etc.
3. When the Company amends the Terms, the Company shall specify the effective date, contents of the amendment, and reasons for the amendment, and announce them on the Site at least seven days before the effective date: *Provided*, That if the amended contents causes adverse effects to the Customer or are significant changes, the Company will announce the Customer in the same manner as the Terms no later than thirty days before the effective date and notify them in the manners described in Article 6(1).
4. If the Company amends the Terms, the Company will confirm whether the Customer accepts the revised version of the Terms after the announcement. The Company shall also issue an announcement or a notice, in accordance with paragraph 3 of this article, stating that if the Customer does not express his or her intention to accept or refuse the revised Terms, it may be deemed that the Customer has consented to the revised Terms, and if the Customer continues to use the Service without expressing acceptance or refusal of such amendment till the effective date, the Customer shall be deemed to have agreed to such amendment.
5. If the Customer does not agree to the application of the revised Terms, the Company or the Customer may terminate the service contract. In this case, the Company will notify the Customer in writing, by email or

equivalent, of the reason for termination, the date of termination, and the cost of refund.

#### **Article 4 (Matters not specified in the Terms)**

1. Matters not stipulated in the Terms shall be subject to applicable laws, regulations, commercial customs, and service operation policies (if applicable) on the Site. The Company may implement separate operation policies for each individual service.
2. The Company may determine the matters to be applied to individual services and operate them under individual terms. If the contents of the individual terms conflict with these Terms, the individual terms shall prevail unless otherwise specified.
3. If there are no provisions in the individual terms, these Terms apply.

#### **Article 5 (Application for Service Use)**

1. The service use agreement ("Service Agreement") is established when a service applicant (the "Applicant") agrees to the Terms and applies to use the Service and the Company accepts it. At this time, the Company may require the Applicant to submit separate documents if it deems it necessary.
2. The Applicant must have reached the legal age and the authority to enter into the contract, and all liability arising from failure to comply with this shall lie with the Applicant and the Company shall not be held liable.
3. In principle, the Company accepts the Applicant's application: *Provided*, That the Company may refuse to accept the application for use that falls under any one of the following subparagraphs:
  - 3.1 The Applicant provides false information or fails to submit the information required by the Company.
  - 3.2 If the Applicant tries to use the Service for fraudulent purposes such as violation of laws or illegal activities
  - 3.3 If the application cannot be approved due to reasons attributable to the Applicant, or if the application violates the Company's policy
  - 3.4 If the Applicant has an amount to pay to the Company
  - 3.5 If the Applicant is in arrears of the service usage fee (the "Usage

Fee") or has an inappropriate history of service use

3.6 In addition, for reasons pursuant to paragraphs 3.1 to 3.5, when it is judged that it is highly inappropriate to approve.

4. If any one of the following applies, the Company may suspend consent until the reason is resolved.

4.1 If the Company believes that there is a technical problem to provide the Service;

4.2 Other cases deemed technically necessary by the Company

5. The personal information provided by the Applicant when applying for the use of Service is collected and protected in accordance with applicable laws and regulations and the Company's privacy policy. For more information about our privacy policy, refer to our Privacy Policy page.

## **Article 6 (Notice to Customers)**

1. In principle, the Company shall notify the Customer individually, and if the Company is required to notify the Customer, the Company shall notify the Customer using the email address, which is the ID of the Customer, unless otherwise specified in the Terms.
2. When a notice is required for the entire users, the Company may substitute the notice by notifying the Customer for at least seven days on the Site in the manner specified in paragraph 1 of this Article: *Provided*, That this provision shall not apply in the event of notification of adverse changes in relation to the rights and obligations of the Customer.
3. The Customer is obliged to keep its contact information (email address, mobile phone number, etc.) up-to-date at all times so that he or she can receive notices from the Company. The Company shall not be liable for any disadvantages caused to customers due to the fact that the contact information is not updated.

## **Article 7 (Provision of Services)**

1. In principle, the Company provides services 24 hours a day, 7 days a week: *Provided*, That if the Company needs to inspect the facilities, or if

the use of the Service is hindered due to force majeure such as failure of the facility or service downtime due to a huge surge of users, the use of the Service may be restricted in whole or in part, as an exception.

2. If it is essential for the provision of the service, the Company may carry out regular maintenance, the schedule of which shall be as notified to the Customer or as announced on the Site. If an emergency inspection is required, it can be notified on the Site after the inspection is completed without prior notice.

### **Article 8 (Customer Account Management)**

1. In order to use the Services, the Customer must open a Service account associated with a valid email address. In principle, Customers can only open one account per email address.
2. Customer is responsible for managing his or her ID and password and preventing them from being used by third parties. If the Customer becomes aware that his or her ID and password have been stolen or used by a third party, he or she shall immediately notify the Company and follow the Company's guidelines.
3. The Company may restrict the use of ID if there is a risk of unauthorized disclosure or leakage of personal information, or if the ID is misunderstood as being associated with the Company or the Company's operator.
4. The Customer is responsible for all activities that occur under the Customer's Account. All liability arising from the breach of the obligations of this Article lies with the Customer, and the Company shall not be liable for any disadvantages arising from the Customer's breach of the obligations of this Article or failure to follow the Company's guidelines or guidelines.

### **Article 9 (Modification of Customer Information)**

1. The Customer can check and correct his or her information at any time on the Profile page of the Site: *Provided*, That essential information for service management, including but not limited to the ID (email address),

name of corporate customer, full name of individual customer, business registration number or unique ID number, etc., cannot be modified.

2. If the Customer's information changes after the application for service use is submitted, the Customer must correct the information on the Site.
3. The Company shall not be liable for any disadvantages caused by the inaccuracy of the information provided by the Customer to the Company or failure to inform the Company of any changes in Paragraph 2.

### **Article 10 (Modification of Services)**

1. The Company may change, discontinue or replace all or part of the Services or change or remove any feature or function of the Services. If the content of the Service is significantly changed or discontinued, the Company will notify the Customer.
2. In the case of Paragraph 1, the Company shall notify the Customer in accordance with Article 6, and in the event of a significant change or discontinuation of the content of the Service, the Customer shall have the rights specified in Article 3(5).
3. In the event of termination of the Service, the Company shall notify the termination sixty days prior to the termination of the Service.

### **Article 11 (Suspension or Termination of Service Use)**

1. The Company may suspend the Customer's use of the Service without prior notice if any of the following reasons apply:
2. –
  - 2.1 If the Customer has not paid the bill by the month of payment
  - 2.2 If the Customer's use of the Service causes damage to the operation of the Systems for other customers, or if the operation of the Company's Service is disrupted or impaired, or there is a risk of such damage, interference or failure
  - 2.3 When there is a possibility of posing a security risk to the Company or a third party or adversely affecting information

- 2.4 When the Customer uses the Services for purposes contrary to the national interest or public interest;
  - 2.5 If the Customer's use of the Service violates relevant laws and regulations or is contrary to public ethics or order;
  - 2.6 When there are legal grounds to suspend the Customer's use of the service, including but not limited to alleging infringement by a third party regarding the Customer's information processed by the Customer through the Service.
  - 2.7 When a government agency requests or orders a temporary suspension of the Service in accordance with legal procedures
  - 2.8 In case of violation of other relevant laws or the terms set by the Company
3. If the Customer suspends the use of the Service for reasons pursuant to Paragraph 1 above, the Company will notify the Customer of the reason for the suspension, the period of suspension, and the means of formal appeal. The Company shall restore the Customer's right to use the Service without delay if the reason related to Paragraph 1 is removed or no longer valid.
  4. If the reason for the suspension continues to exist, the Company may terminate the relevant service contract. In this case, the Company shall notify the Customer in accordance with the means specified in Article 6.
  5. The Company may charge fees incurred during the period during which the Service is suspended for the reasons described in this Article.

## **Article 12 (Termination of the Company's Service Agreement)**

1. In the following cases, the Company may terminate the Service Agreement at its sole discretion without further consultation with the Customer:
  - 2.1 the Customer fails to take appropriate action with respect to the unpaid usage fee within the period specified in the Service Agreement;
  - 2.2 If the information entered in the service application is found to be false
  - 2.3 If the customer intentionally interferes with the operation of the company's Services, causing losses to the company
  - 2.4 In case the Customer violates the Customer's obligations stipulated in Article 19 (Customer Obligations) and does not take appropriate measures for a considerable period of time in response to the
2. –

Company's request for remission

2.5 In the event that the Company has not taken appropriate measures for a considerable period of time in response to the Company's request for cancellation of Article 11 (Suspension of Use)

2.6 If the purpose and method of using the Service violates national and international laws, and a government agency requests the termination of the Service through due process.

3. In the case of Paragraphs 1.1, 1.2 and 1.4 of this Article, the Company may request the Customer to resolve the problem within the specified period. Nevertheless, if the Customer does not take the necessary measures to resolve the issue, the Company may terminate the Service Agreement.

### **Article 13 (Termination of the Customer's Service Agreement)**

1. If the Customer wishes to terminate the Service Agreement, the Customer shall notify the Company through the procedures and methods posted on the Site. The Company will terminate the Service Agreement on the date requested by the Customer under normal conditions: *Provided*, That if there is still a usage fee to be paid on the day the customer requests to terminate the contract, the Customer may proceed with the termination procedure after the Customer completes the payment of the usage fee.

### **Article 14 (Service Usage Fee)**

1. The Company posts the usage fee and its changes on the Site.
2. The Company may change the service usage fee by notifying the Customer at least thirty days before the effective date. In this case, the changed usage fee will be applied on the date of the change.

### **Article 15 (Payment of usage fees and billing, etc.)**

1. The Company shall calculate the usage fee according to the internal settlement standard, and the Company shall issue an invoice to the Customer in the month following the month in which the usage fee is accrued, and the Customer shall pay the amount charged on or before the payment due date specified in advance by the Company.
2. If the Customer does not pay the usage fee within the due date, the Company will notify the customer of the unpaid usage fee via email, which is the customer's ID. Any unpaid usage fee will be recharged with an additional fee (1.5% of the outstanding amount per month).
3. If the Customer does not pay the usage fee by the end of the following month, the Company may terminate the Service in accordance with the procedures and methods specified in the Terms and posted on the Site.
4. If the Customer does not agree with the charges charged, the Customer may formally dispute the Company in writing or by email. The Company will review the formal objection documents in Paragraph 1 within ten business days after receipt and inform the Customer of the results. If the Company fails to notify the Client of the result of the above-mentioned objection within the stipulated period, the Company will notify the Client of the reason for the delay.

#### **Article 16 (Refund of Usage Fee)**

1. The Customer may cancel an order in accordance with the related laws such as the *Act On The Consumer Protection In Electronic Commerce*. *Provided*, That the prorated service usage fee is charged based on the period of use.
2. If the Company provides "Company Data" to the Customer after the Customer signs the Service Agreement, the Customer is deemed to immediately use and consume the Service. In this case, the value of the Service has entirely or substantially decreased due to Customer's use or partial consumption in accordance with the Article 17(2) of the *Act On The Consumer Protection In Electronic Commerce*, and therefore, the Customer shall not be entitled to cancel an order, to terminate a contract, to return goods, to cancel, or to refund.
3. If the Customer cancels an order before the end of the service contract period even though there is no legal reason for termination, the Company will proceed with the refund in accordance with the Company's policy. Please refer to the Company policy guide for more information.

## **Article 17 (Termination Fees, etc.)**

1. If the Service Agreement with the agreed term is terminated due to Article 11(3), Article 12, Article 13, or other reasons of the Customer, the Customer shall pay the termination fee to the Company. Termination fees will be announced separately in the operation policy, etc.

## **Article 18 (Company Obligations)**

1. The Company strives to provide the services requested by its Customers in a reliable and continuous manner.
2. In the event of a failure that interferes with the normal operation of the Service, the Company shall do its best to repair or restore the Service as soon as possible and to operate the Service stably.
3. The Company shall deal with opinions or complaints raised by customers fairly and promptly or within a period of time, and shall follow the procedures established by the Company.
4. In order to operate the Service smoothly, the Company may collect and store Customer personal information in accordance with the privacy policy posted on the Site. The Company does not provide Customers' personal information to third parties without the Customer's consent: *Provided*, That in accordance with relevant laws and regulations, exceptions may be made when the Customer is requested to provide personal information through a warrant issued by a court or other judicial body for the purpose of investigation.
5. The Company does not access Customer information or process data related to the Service for purposes outside of the Terms: *Provided*, That if access is necessary to provide smooth services such as fault handling and Customer information protection, the Company can access and understand the contents of the customer's information.

## **Article 19 (Customer Obligations)**

1. The Customer must pay the usage fee on or before the stated payment due date.

2. The Customer shall not interfere with the Company's operation of the Service or other customers' use of the Service, or infringe on the rights of third parties. In this regard, the Company may install and operate a menu on the Site to notify or report illegal activities of customers to the Company.
3. Customer is responsible for taking its own measures to properly configure and use the Services and to maintain appropriate security, protection, and backups.
4. The Customer is obliged to fully understand, understand, and comply with the applicable laws, the Terms, the guidelines and precautions set forth in the Site and Guidelines. The customer shall not engage in any act that interferes with the company's business.
5. The Customer is obliged to back up and store the data handled while using the Service and shall be responsible for any loss caused by negligence in data management.
6. The Customer may not resell or sublease the Services to a third party without the consent of the Company.
7. All contents contained in the Company's Site—text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software, etc.—are the property of the Company or its content providers and are protected by applicable laws such as copyright laws. Customer shall not reproduce, copy, use, download, alter or resell the Content, in whole or in part, for commercial purposes, except as otherwise agreed with the Company or with the express written consent of the Company. In addition, Customer's right to use Content does not include data mining, the use of robots or similar data gathering and extraction tools.

## **Article 20 (Indemnity of the Company)**

1. The Company shall indemnify the Company in accordance with the Service Level Agreement ("SLA") in the event that the Company fails to achieve and maintain the service level guaranteed by the Company due to reasons attributable to the Company.
2. The Company's liability for inability to use the Service is limited to those stipulated in the SLA, and the Company shall not be liable for indirect/incidental losses such as the expected profit of the Customer.
3. This Article applies only to customers who use the Company's services for a fee, and the Company is not responsible for any damages incurred

by customers who use the services for free such as free services or events.

### **Article 21 (Compensation for Damages by Customers)**

1. Customer agrees to indemnify and defend the Company, its affiliates, and their respective officers, agents, partners, and licensors from any of the following disputes, and to indemnify and hold them harmless.
2. Customer violates or infringes these terms, applicable laws and regulations
3. Actions taken by the Company to investigate suspected violations of the Terms or to determine that a violation of the Terms has occurred.
4. If the Client indemnifies the Company for damages, including but not limited to the Company's legal fees, expenses and/or damages arising from the claims set forth above.

### **Article 22 (Limitation of Liability)**

1. Notwithstanding any other provision, even if the following are foreseeable circumstances, the Company shall not be liable to the fullest extent permitted by applicable law for any loss or damage arising out of or in connection therewith, whether in contract, tort (including negligence):
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  - 2.1 In case of force majeure such as natural disasters or war;
  - 2.2 In case of intentional fault (including unwritten intent), omission, or negligence of the Customer;
  - 2.3 When a third party (CSP, telecommunications provider, etc.) necessary to provide services other than the company has stopped or failed to provide them normally;
  - 2.4 Except in cases where the company intentionally or grossly negligently suspends the service, if the service is suspended after prior notice due to unavoidable circumstances such as service diagnosis;
  - 2.5 If the Company suspends the service for the execution of periodic inspections with prior notice or announced in accordance with Article 7;
  - 2.6 Customer's use exceeds the scope of services defined in the Service Agreement;
  - 2.7 In case of breach due to negligence of the customer's system

security management;

2.8 Service is interrupted due to a national emergency, nationwide network failure, or equivalent force majeure;

2.9 When the service is interrupted to prevent the spread of an accident that occurred on the Customer's system using the service;

2.10 If the service is interrupted due to illegal infringement from the outside even though the Company has taken protective measures in accordance with the relevant laws and regulations;

2.11 In the event of a failure of equipment, software, applications or OS arbitrarily installed by the Customer on the Company Service;

2.12 When the Customer uses a free service;

3. The maximum cumulative liability of the Company for any damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, is the greater of (a) the aggregate amount paid by Customer to the Company for the use of the Services within the six (6) months immediately preceding the date of the event giving rise to the cause of action under these Terms, and (b) one thousand U.S. dollars. The limitation of liability of any kind (including this and other provisions of these Terms) is intended to be in the interests of the Company and its affiliates and their successors and assigns.
4. In no event shall the Company be liable for any special, direct, indirect, punitive, incidental, consequential damages, or any damages whatsoever (whether in contract, tort or otherwise) arising out of or in connection with the service, including, but not limited to, lost profits, business interruption, loss of information.

### **Article 23 (Governing Law and Judicial Jurisdiction)**

1. The Terms shall be governed by the laws of the Republic of Korea, regardless of the principle of conflict of laws and the Customer's location.
2. The Customer and the Company hereby consent to the exclusive jurisdiction and jurisdiction of the Seoul Central District Court, and waive any right to object to jurisdiction and inconvenience thereof.
3. Notwithstanding the foregoing, the judgments and judgments of the Seoul Central District Court are enforceable in any court where the customer or the company is located.

### **Article 24 (Exemption from Liability)**

1. To the maximum extent permitted by applicable law, the Services are provided on an "As is" and "As available" basis, and the Company makes no warranties, implied or express, including, but not limited to, conditions, quality, durability, ability to perform, accuracy, reliability. Merchantability or fitness for a special purpose, or non-infringement, or smooth service, error relief, hazard protection, security, or loss or damage of functionality or data.
2. To the fullest extent permitted by applicable law, the Company does not represent or warrant the validity, accuracy, reliability, quality, stability, completeness or currency of the information provided by the Services. Some jurisdictions do not allow the exclusion of implied warranties or limitations on the validity of implied warranties, so the above exclusions or limitations may not apply to you.

## **Article 25 (Miscellaneous)**

1. If any provision is held by a court or tribunal of competent jurisdiction to be invalid or unenforceable, the enforceability of the remaining provisions shall remain unaffected and shall remain valid and enforceable.
2. The Company's failure to exercise any right or act in connection with the Customer's breach of the Terms shall not be deemed to constitute a waiver by the Company of the right to the Terms and the enforcement of such rights in respect of subsequent consequential or similar actions.
3. All means of communication announced or notified by the Company under these Terms shall be in Korean. In this case, the Company may provide an English translation along with the Korean text for the convenience of the Customer: *Provided*, That, if the Company provides an English translation of these Terms or provides an English translation in announcing or notifying them, the Korean version shall prevail in respect of any discrepancy between the Korean version and the English translation. Nonetheless, the client can choose to communicate with the Company in Korean or English.
4. The Company may use the customer's logo, trademark, and other data analyzed through the service with the customer's consent for the purpose of conducting promotional marketing of the service (online and offline advertising, brochures, press releases, etc.) or for the purpose of publishing case study materials.

5. If the Company and the Customer have entered into a separate contract in addition to the Terms, the separate agreement shall prevail.

## **Addendum**

These Terms are effective from February 26, 2023.