

EULA

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- your violation of any rights of any third party; or
- your use or misuse of the Game Software or any component thereof.

Your indemnification obligations set forth in the immediately preceding sentence shall expressly survive the termination or expiration of this Agreement.

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Without prejudice to any other rights of Pearl Abyss, the License shall remain in effect for as long as you use, operate or run the Game. The License shall terminate automatically if you fail to comply with its terms and conditions. In such event, you must uninstall and destroy all copies of the Game Software. You may also terminate the License at any time by destroying the Game Software and uninstalling it from game play device(s) or other applicable hardware. The Sections entitled "Ownership," "License Conditions and Restrictions," "Limitation of Liability," "Term and Termination," "Injunction," "Indemnity," "Dispute Resolution," and "Miscellaneous" shall survive any termination of this License. Additionally, Pearl Abyss reserves the right to terminate this Agreement. Upon termination of this Agreement, all licenses will be terminated and all copies must be immediately and permanently deleted. You must delete the game client from the Unit.

Article 10 (INJUNCTION)

Because Pearl Abyss would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Pearl Abyss shall be entitled, without bond or other security or proof of damages to take such action as may be required, including seeking an injunction and other equitable remedies, in addition to any other remedies available to it under the applicable law.

Article 11 (DISPUTE RESOLUTION)

If a dispute arises between you and Pearl Abyss, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and Pearl Abyss agree to resolve any claim or controversy at law or in equity that arises from or relates to this Agreement or our service (a "Claim") in accordance with one of the subsections below. The Legal Agreement and the

relationship between you and Pearl Abyss shall be governed in all respects by the laws of the Republic of Korea without regard to conflict of law principles or the United Nations Convention on the International Sale of Goods. You and Pearl Abyss agree to submit to the exclusive jurisdiction and venue of the courts located in Korea. Notwithstanding this, you agree that Pearl Abyss is allowed to apply for injunctive or other equitable relief in any court of competent jurisdiction. For any Claim, excluding Claims for injunctive or other equitable relief, where the total amount of the award sought is less than Ten Thousand U.S. Dollars (USD \$10,000.00), the party requesting relief may elect to resolve the Claim in a cost-effective manner through binding non-appearance-based arbitration. A party electing arbitration shall initiate it through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules:

- The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions;
- The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

All Claims you bring against Pearl Abyss must be resolved in accordance with this Article 11. All Claims filed or brought contrary to this Article 11 will be considered improperly filed. If you file a Claim contrary to this Article 11, Pearl Abyss may recover attorneys' fees and costs up to One Thousand U.S. Dollars (USD \$1,000.00), provided that Pearl Abyss notifies you in writing of the improperly filed Claim and you fail to promptly withdraw the Claim.

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Pearl Abyss reserves the right to amend this Agreement at any time, at its sole discretion, but will communicate such changes through the website. If any such future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate this Agreement in accordance with the above Termination provisions. Your installation and use of any updates or modifications to the Game Software or your continued use of the Game Software following notice of changes to this Agreement will constitute your acceptance of any and all such changes to the terms of this Agreement.

Article 13 (GOVERNING LAW)

This Agreement will be governed by and construed in accordance with the laws of the Republic of Korea. Irrespective of this choice of law, the mandatory consumer protection regulations that cannot be derogated from by agreement of consumer's country of residence apply whenever they provide

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