

## End-User License Agreement

Please read this End-User License Agreement ("Agreement") before installing THE CUBE, SAVE US ("Game Software"). Installing, copying, and/or otherwise using this Game Software signifies your agreement to the terms and conditions established by XLGAMES Inc. ("Company"), located in Seongnam-si, Gyeonggi-do, Republic of Korea.

Your use of the Game Software is also subject to the terms and conditions set forth by Valve Corporation in the Steam Subscriber Agreement and/or in connection with the Steam service.

Selecting "Agree" and installing the Game Software means that you understand and agree with the conditions of this Agreement and the use of the Game Software.

If you do not agree to the terms set forth in this Agreement, select "Cancel," and the Company will not grant you a license (as defined below) to this Game Software.

### Limited Use of the License

The term "Game Software" refers to the software contained in the video game, related media, all software related to the online mode of the video game (subject to any additional terms of use applicable to such online mode), all printed materials, manuals, online or electronic documentation, and all copies of such software and materials.

The Company grants you a non-exclusive, non-transferable, limited right and license ("License") to install and use 1 copy of the Game Software on one computer hard drive at a time for your personal use only.

Notwithstanding any other provision in this Agreement, you acknowledge and agree that you have no ownership or other proprietary interest in the account, and further acknowledge and agree that all rights to the account are permanently owned and vested in the Company.

You are granted a License to the Game Software; this is not a sale of the Game Software.

This License does not grant you ownership of the Game Software and shall not be construed as a sale or transfer of any intellectual property rights or other rights in the Game Software.

## Ownership

You agree and acknowledge that all right, title and intellectual property rights in and to the Game Software and all copies thereof (including but not limited to derivative works, titles, computer code, themes, objects, characters, character names, stories, dialogue, catchphrases, locations, concepts, artwork, graphics, animations, sounds, musical compositions, audio-visual effects, text, screen displays, methods of operation, moral rights, "applets" incorporated into the Game Software and all related documentation) are owned by the Company.

Game Software is protected by the Copyright Act of the Republic of Korea, international copyright treaties and conventions, Korean common law, trademark law, and other applicable laws. Furthermore, Game Software is protected by copyright and all rights worldwide. Game Software includes specific materials licensed for use by the Company.

## License Terms and Restrictions

You agree to use the Game Software or any part thereof only in a manner consistent with this License and shall not:

- 1) Commercially use, advertise, or exploit the Game Software or any part thereof without the Company's written permission (including but not limited to use in cyber/internet cafes, computer game centers, or other location-based sites);
- 2) Run the Game Software simultaneously on more than one computer, game console, handheld device, or PDA, or permit such running, without a separate additional License from the Company;
- 3) Use or allow the use of the Game Software in any multi-user arrangement or remote access arrangement, including any type of online use on a network, except as expressly permitted in writing by the Company;

4) Make copies of the Game Software or any portion thereof, except for backup or archival purposes, or for non-commercial backup and reference purposes, of the Game Software or any materials provided with the Game Software;

5) Sell, rent, lease, license, or distribute the Game Software or any copy thereof, upload or transmit it to an internet server or website, copy any portion of the Game Software, or make copies of the Game Software without the Company's prior written consent.

Notwithstanding the foregoing, you may permanently transfer your rights and obligations under this License by physically providing the original Game Software media (e.g., the CD-ROM or DVD you purchased), all packaging materials, product manuals, or other documentation provided with the Game Software to another person for non-commercial use only; provided, however, that such transfer shall be subject to the permanent deletion of all copies and installation files of the Game Software in your possession, and that the recipient agrees to the terms of this Agreement. You are solely responsible for any taxes, fees, duties, withholding taxes, charges and levies that may arise in connection with the transfer;

6) Reverse engineer, extract source code, modify, decompile, disassemble, or create derivative works of all or part of the Game Software (except as expressly permitted by applicable laws, all legal modifications, improvements, etc., and all copyrights and moral rights are deemed to be the exclusive property of the Company and belong to the Company in any case);

7) Remove, disable, or circumvent any security protection measures or technical measures controlling access to the Game Software;

8) Remove, modify, deface, or circumvent any proprietary notices or labels contained in the Game Software;

9) Export or re-export the Game Software or any copy thereof in violation of any applicable laws or regulations;

10) Create data or executable programs that mimic the data or functions of the Game Software.

You also agree to comply with any safety information, maintenance instructions, or other relevant precautions contained in the Game Software documentation.

Game Software Updates and Patches

The Company may provide updates, patches, and other modifications to the Game Software that users must install to play the game normally. The Company may remotely update, patch, or modify the Game Software and may access the software installed on your computer to achieve such purposes. You grant the Company the right to distribute and apply these patches, updates, and modifications to the Game Software installed on your computer. The term "Game Software" as used in this Agreement includes all patches, updates, and modifications mentioned above.

### Limitations of Warranty

To the maximum extent permitted by law, the software, services, content, etc., are provided "as is" at your own risk, unless the Company acts with intent or gross negligence.

The Company expressly disclaims all warranties or conditions of any kind, whether written or oral, express or implied (including, but not limited to, implied warranties of title, non-infringement, merchantability, quibble-free enjoyment, fitness for a particular purpose, or accuracy). Without limiting the foregoing, the Company does not warrant that the operation of the service or your account will be error-free, virus-free, or secure, except in cases of intentional misconduct or gross negligence. Some states or countries do not allow disclaimers of implied warranties, so the above disclaimer may not apply to you. These warranties give you specific legal rights, and you may also have other legal rights that vary from state to state or country to country.

### Limitation of Liability

Unless the Company is intentionally or grossly negligent, in no event will the Company be liable for any special, incidental, or indirect damages (including but not limited to lost profits, property damage, loss of data or files, loss of goodwill, failure or malfunction of the console, computer, or handheld device, loss of business or other information, or personal injury) arising from the possession, use, or malfunction of the Game Software, even if the Company has been advised of the possibility of such damages.

Furthermore, unless the Company is intentionally or grossly negligent, the Company will not be liable for any special, incidental, or indirect damages arising from a breach of any express or implied warranty or other terms of this Agreement.

Unless the Company is intentionally or grossly negligent, the Company's liability will not exceed the price actually paid for the Game Software. The foregoing shall apply even if any remedy fails of its essential purpose.

#### Agreement Period and Termination

This License will remain in effect while you use, operate, or execute the game without infringing upon any other rights of the Company. If you fail to comply with the terms of this Agreement, the License will automatically terminate. In such event, you must delete and destroy all copies of the Game Software. You may terminate this Agreement at any time by deleting or destroying the Game Software from your computer or other applicable hardware. However, the following provisions will survive the termination or expiration of this Agreement: "Ownership," "License Terms and Restrictions," "Limitations of Warranty," "Limitation of Liability," "Agreement Period and Termination," "Injunction," "Indemnification," "Dispute Resolution," and "Miscellaneous."

#### Injunction

You agree that if the terms of this Agreement are not specifically enforced, the Company may suffer irreparable harm, and therefore, the Company has the right to take any necessary action without the posting of a bond, other security, or proof of damages. Such rights include the right to seek injunctive relief and other equitable remedies, in addition to any other remedies available under applicable law.

#### Indemnification

Unless the Company is grossly negligent or intentional, you agree to indemnify and hold harmless the Company and its partners, contractors, licensors, officers, directors, employees, and agents from and against any and all claims, damages, and related costs or expenses (including attorneys' fees as authorized by law) resulting directly or indirectly from your acts or omissions in connection with your use of the Game Software or your violation of the terms of this Agreement.

#### Dispute Resolution

If a dispute arises between you and the Company, the Company will provide you with a neutral and efficient means of resolving the dispute promptly. Therefore, you and the Company agree to resolve any claims or disputes ("Claim") arising from this Agreement or the Company's services in accordance with one of the provisions detailed below.

This Agreement and the relationship between you and the Company shall be governed by and construed in accordance with the laws of the Republic of Korea, without regard to conflict of law provisions or the United Nations Convention on Contracts for the International Sale of Goods.

You and the Company agree that the courts located in the Republic of Korea shall have exclusive jurisdiction. Notwithstanding this, you agree that the Company may seek injunctive relief and other remedies through a court of its choosing.

Except for injunctions and other equitable remedies, where the total amount in dispute is less than \$10,000 (USD), the party seeking relief may resolve the Claim through efficient, non-attendance-based arbitration. The party requesting arbitration shall initiate arbitration through an alternative dispute resolution (ADR) organization mutually agreed upon by the parties. The ADR organization and the parties shall comply with the following rules: (i) The arbitration shall be conducted by telephone, online, or based solely on written submissions, at the option of the party seeking arbitration. (ii) Unless otherwise agreed by the parties, the arbitration shall not involve any appearance by the parties or witnesses. (iii) The decision rendered by the arbitrator may be entered in any court of competent jurisdiction.

All Claims against the Company must be resolved in accordance with this Dispute Resolution Provision. Any Claim not filed in accordance with this Dispute Resolution Provision shall be deemed improperly filed. Unless the Company acted with intent or gross negligence, if you file a Claim in violation of this Dispute Resolution Provision, the Company may notify you in writing that the Claim was improperly filed. Unless you immediately withdraw such Claim, the Company may seek reimbursement for reasonable attorneys' fees and related costs to the extent permitted by applicable law.

#### Changes in Agreement

The Company reserves the right to change the terms of this Agreement within the scope of applicable laws and regulations, and will notify you of such changes through the Steam service. If you do not accept any changes to this Agreement or decide to no longer comply with it, you may terminate this Agreement in accordance with the

termination provision herein. Your installation or use of any updates or modifications to the Game Software, or your continued use of the Game Software, constitutes your agreement to any changes to this Agreement.

#### Miscellaneous

This Agreement represents the entire agreement between you and the Company regarding your rights to use the License and Game Software, and supersedes all prior agreements, representations, warranties, or understandings between you and the Company (including those arising from negligence or carelessness, but excluding fraud) relating to this Agreement. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be modified only to the extent necessary to make it enforceable, and the remaining provisions of this Agreement will remain in full force and effect.

If you have any questions regarding this Agreement or the License, please contact us at the following address: 7th and 8th Floors, 14 Daewangpangyo-ro 645beon-gil, Bundang-gu, Seongnam-si, Gyeonggi-do, Republic of Korea (Sampyeong-dong, Neowiz Pangyo Tower).

#### Supplementary Provisions

This End-User License Agreement shall be effective as of March 18, 2026, and any previous End-User License Agreement shall be replaced by this Agreement.