

OvenMedia Labs Inc.

# EULA & ToS

End User License Agreement & Terms and Conditions  
of the OvenMediaEngine Enterprise Support Program

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Last Updated: February 10, 2026

OvenMedia Labs Inc. (formerly AirenSoft Co., Ltd.)  
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This page sets forth the following: 1. the End User License Agreement for OvenMediaEngine Enterprise; and 2. the Terms and Conditions of the OvenMediaEngine Enterprise Support Program.

**Update Notice:** This End User License Agreement & Terms and Conditions were revised on February 10, 2026, solely to reflect the company's legal name change from AirenSoft Co., Ltd. to OvenMedia Labs Inc. All other terms and conditions remain unchanged.

**Important Notice:** Please read and agree to this Agreement before using OvenMedia Labs Inc. ("OvenMedia Labs")'s OvenMediaEngine Enterprise and/or OvenMediaEngine Enterprise Support Program.

This Agreement is a legally binding contract between You (individual or legal entity, including its employees/agents) and OvenMedia Labs. It governs the license to use OvenMediaEngine Enterprise (which is **licensed, not sold**) and the terms of the OvenMediaEngine Enterprise Support Program.

If You have questions regarding this EULA or require a copy, please contact us at [contact@ovenmedialabs.com](mailto:contact@ovenmedialabs.com).

**Effective Date Conditions:** You shall be deemed to have agreed to this EULA upon the earliest occurrence of any of the following:

- (i) the date You agreed to this EULA via email or other electronic means;
- (ii) the date You received the License Key from OvenMedia Labs (formerly AirenSoft);
- (iii) the date You made full or partial payment;
- (iv) the date You first installed OvenMediaEngine Enterprise; or
- (v) the date You first utilized the OvenMediaEngine Enterprise Support Program.

**IF YOU DO NOT AGREE TO THIS EULA**, do not download or install OvenMediaEngine Enterprise. Furthermore, if you have already received a License Key, please delete it immediately.

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## 0. Definitions

**0.1 "OvenMedia Labs":** Refers to **OvenMedia Labs Inc.** (formerly AirenSoft Co., Ltd.), a corporation duly organized and existing under the laws of the Republic of Korea, located at Room 1203, Twenty-first Valley, 157 Yangpyeong-ro, Yeongdeungpo-gu, Seoul, 07207, Republic of Korea (South Korea). OvenMedia Labs developed and maintains OvenMediaEngine Enterprise and plans and provides the OvenMediaEngine Enterprise Support Program.

**0.2 "You", "Your" or "Licensee":** Refers to the legal entity (including its employees, agents, and contractors) or individual who purchases, downloads, installs, activates, or uses OvenMediaEngine Enterprise, and/or the OvenMediaEngine Enterprise Support Program in accordance with the terms agreed upon with OvenMedia Labs Inc.

**0.3 "Order Form":** Refers to any order record (e.g., an executed quote, invoice, or purchase order ("PO")) that contains essential information such as license type, term, quantity, fees, and Support Tier.

**0.4 "Software":** Includes OvenMediaEngine Enterprise and its related components, software development kits (SDKs), related printed/electronic materials, and any Update(s)/Upgrade(s) provided in accordance with the terms agreed upon with OvenMedia Labs Inc.

**0.5 "Docs":** Refers to manuals related to the download, installation, activation, usage/application methods, and feature descriptions of OvenMediaEngine Enterprise, as well as release notes containing Update/Upgrade details, primarily posted at [docs.enterprise.ovenmediaengine.com](https://docs.enterprise.ovenmediaengine.com) (or its successor website).

**0.6 "Update(s)":** Refers to a release of OvenMediaEngine Enterprise that may include bug fix(es), enhancement(s)/improvement(s), patch(es), and/or other modification(s), typically indicated by a change in the minor version number.

**0.7 "Software Upgrade(s)" or "Upgrade(s)":** Refers to a new version/release of OvenMediaEngine Enterprise that may include major update(s) and/or new feature(s), typically indicated by a change in the major version number.

**0.8 "Service Upgrade(s)" or "Service Tier Upgrade(s)":** Refers to changing the Support Tier to a higher level within the OvenMediaEngine Enterprise Support Program. Conversely, lowering the Support Tier is referred to as "Service Downgrade(s)" or "Service Tier Downgrade(s)."

**0.9 "Server":** Refers to a physical or Virtual Machine ("VM") running a single operating system.

**0.10 "Instance(s)":** Refers to a single process in which OvenMediaEngine Enterprise is installed and running on a Server, Container, or other environment; each distinct execution unit is considered a separate Instance requiring a License.

**0.11 "Channel(s)":** Refers to an output video track(s) encoded by OvenMediaEngine Enterprise. For example, one (1) Channel means one (1) output video track encoded by OvenMediaEngine Enterprise.

**0.12 "License(s)":** Refers to the authority to use OvenMediaEngine Enterprise. It constitutes a right of use only and does not grant any ownership, resale, or sublicensing rights.

**0.13 "License Key(s)":** Refers to the alphanumeric string used to activate OvenMediaEngine Enterprise on an Instance.

**0.14 "Service":** Refers to the technical support, consulting, maintenance, and Update(s)/Upgrade(s) provided by OvenMedia Labs Inc. to OvenMediaEngine Enterprise users, either for a fee or free of charge, collectively referred to as the OvenMediaEngine Enterprise Support Program.

**0.15 "Support Channel":** Refers to the communication methods (e.g., email, Slack) used by OvenMedia Labs Inc. to provide the OvenMediaEngine Enterprise Support Program.

**0.16 "Production":** Refers to the live operating environment where service(s) using OvenMediaEngine Enterprise are provided to end users.

**0.17 "Trademark":** Refers to names, trademarks, service marks, trade names, logos, designs, trade dress, domain names, and other brand designations that OvenMedia Labs Inc. uses, registers, owns, or holds rights to in connection with OvenMediaEngine Enterprise and/or the OvenMediaEngine Enterprise Support Program.

**0.18 "Website":** Refers to the official websites owned, managed, operated, and provided by OvenMedia Labs Inc. (ovenmedialabs.com, ovenmedia.io, airensoft.com, ovenmediaengine.com, and ovenplayer.com) and their subpages.

**0.19 "Affiliate(s)":** Refers to any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than fifty percent (50%) of the voting interests of such entity.

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## **1. Agreement, Scope, and Ordering**

**1.1 Method of Agreement.** By taking any of the actions set forth in the definition of "Effective Date" above, You acknowledge and agree to be bound by this EULA. If You are agreeing on behalf of a legal entity, You represent and warrant that You have the authority to represent and bind such entity.

**1.2 Scope of Application.** This Agreement governs both (a) the OvenMediaEngine Enterprise License (EULA) and (b) the OvenMediaEngine Enterprise Support Program Terms (Appendix B). If You purchase or receive the OvenMediaEngine Enterprise Support Program, the Service terms apply in addition to this EULA.

**1.3 Entire Agreement and Priority.** The main body of this EULA, Appendix B (OvenMediaEngine Enterprise Support Program Terms), and the Order Form constitute the entire agreement between You and OvenMedia

Labs. In the event of a conflict:

- (i) The Order Form takes precedence;
- (ii) Matters related to the Service are governed by Appendix B and/or the terms specified on the OvenMedia Labs Website together with Service-related clauses in this EULA; and
- (iii) Any matters or clauses not specified in the Order Form shall be governed by this EULA.

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## **2. Grant and Scope of OvenMediaEngine Enterprise License**

**2.1 Software License.** OvenMedia Labs hereby grants You a limited, non-exclusive, non-transferable License to install, execute, and use the Software. This License does not grant ownership or rights to sell/resell the Software and does not include any transfer of title.

**2.2 Ownership.** All rights, title, and interest in and to the Software, including all copies, code, Licenses, License Keys, and all related copyrights, trade secrets, patents, Trademarks, and other intellectual/industrial property rights and proprietary rights, shall remain the exclusive property of OvenMedia Labs.

**2.3 Grant of License.** Subject to Your compliance with this EULA and payment of applicable fees, OvenMedia Labs grants You a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the Software. You may use the Software by downloading and installing it, and then activating the Instance with a valid License Key.

### **2.4 License Types.**

- **(a) Subscription License:** Collectively refers to Licenses valid for a monthly subscription, annual subscription, or a specific period stated in the Order Form. Upon expiration without renewal, the Software may cease to function.
  - (i) Payment for renewable Subscription Licenses (e.g., Monthly, Annual) is prepaid by default, unless the timing is adjusted by mutual agreement between You and OvenMedia Labs.
  - (ii) OvenMedia Labs may, upon mutual agreement, provide a postpaid option based on usage calculated from Your actual use of the Software. In this case, payment terms, deadlines, and overdue interest shall follow the Order Form.
- **(b) Perpetual License:** A License to use the version of the Software current at the time of the contract indefinitely. Update(s)/Upgrade(s) are provided for one (1) year after purchase; thereafter, critical fixes (such as security) may be provided at OvenMedia Labs's discretion.
- **(c) Trial License:** A Trial License provided for a limited period for internal evaluation and testing. The Trial License provides the Software "AS IS," and You may not use an Instance activated with a Trial License in a Production environment and/or for commercial purposes.

**2.5 License Delivery.** The License Key and Docs required to download, install, activate, and use the Software will be delivered via email or other electronic means to the contact information specified in the Order Form.

**2.6 Online License.** The License Key is activated and verified through periodic communication with OvenMedia Labs's License Server; therefore, You must maintain an active internet connection for the Instance. OvenMedia Labs reserves the right to perform periodic online authentication/verification/validation at a reasonable frequency.

**2.7 Offline License.** For environments where Instances cannot connect to the internet, OvenMedia Labs may provide a License operable offline under the conditions listed below:

- **(a) Designated Server:** The Offline License Key executes only on the designated Server matched with the Hardware Fingerprint submitted by You.
- **(b) Issuance Procedure:** After the Order Form is finalized/concluded, You submit the Hardware Fingerprint via email or electronic communication, and OvenMedia Labs will reply with an Offline License Key matched

to that Hardware Fingerprint.

- **(c) Term:** As Offline License Keys cannot be remotely revoked, they are valid only for the period specified in the Order Form. If not renewed, they expire automatically, and the Software will stop working.
- **(d) Hardware Changes:** The Offline License is strictly bound to the Hardware Fingerprint. Any material change to the hardware configuration renders the License Key void.

## 2.8 License Verification and Audit.

- **(a) Remote Verification:** OvenMedia Labs's License Server may periodically check the validity of the License while the Software is being installed, executed, or used.
- **(b) Remote Information Collection:** OvenMedia Labs may collect the minimum necessary information, without further notice, for purposes of contract performance, verification of license compliance, technical support, and usage calculation. Collected items include: (1) License info, (2) System info, (3) Usage info. This data is destroyed immediately after the purpose is achieved.
- **(c) Access to Records and Audit Cooperation:** Upon OvenMedia Labs's request, You must provide records necessary for license usage calculation and cooperate with audits.
- **(d) Overage Settlement (True-Up):** If excess usage is confirmed, OvenMedia Labs may grant You a correction period of 15 days. You must purchase additional Licenses corresponding to the excess usage within the correction period.
- **(e) Finalization of Settlement:** If You do not raise an objection by presenting specific counter-evidence in writing within ten (10) business days of receiving the settlement statement, the statement is deemed final and conclusive.
- **(f) Confidentiality:** Your confidential information collected during verification or audit will be protected under §7.1.
- **(g) Measures for Repeated Violations:** If You refuse/delay cooperation or repeatedly violate terms, OvenMedia Labs may take necessary measures including suspension or termination of the Software usage right, deactivation or revocation of License Keys, refusal of License renewal/reissuance, and other legal remedies.

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## 3. Restrictions and Permitted Services

**3.1 Restrictions.** You shall not engage in the following acts, except to the extent expressly permitted by applicable law:

- (a) Copying the Software (except for reasonable backup purposes);
- (b) Modifying, adapting, translating, or creating derivative works of the Software;
- (c) Reverse engineering, decompiling, disassembling, or attempting to derive the source code;
- (d) Selling, reselling, renting, leasing, sublicensing, or redistributing the Software;
- (e) Bypassing, disabling, or tampering with any security or licensing mechanisms;
- (f) Unauthorized disclosure, sharing, or reuse of License Keys;
- (g) Removing or altering copyright, Trademark, or other proprietary notices;
- (h) Acts that violate applicable laws or infringe third-party rights.

**3.2 Permitted Services.** You may use the Software to provide live streams or other streamed content to end users or customers from Your infrastructure. OvenMedia Labs does not provide infrastructure; the subject of this Agreement is limited to the streaming server software, OvenMediaEngine Enterprise.

**3.3 Outsourcing and Customer Use.** You may utilize outsourcing vendors/contractors for operation or allow Your customers to use the streaming output of the Software, provided that You guarantee their compliance with this Agreement and remain liable for their acts and omissions.

**3.4 Responsibility for Content.** OvenMedia Labs does not access, control, or monitor Your content. All content processed, streamed, recorded, or transmitted via the Software is Your sole responsibility.

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## **4. OvenMediaEngine Enterprise Support Program**

**4.1 Service Tier.** The Support Program is provided in Basic, Business, and Enterprise Tiers, subject to change by OvenMedia Labs from time to time through policy updates.

- **(a) For Subscription License:** During the License term, You may use the Basic Support Program (via email) at no additional cost.
- **(b) For Perpetual License:** Includes Basic Support Program (via email) for one (1) year. Thereafter, a paid renewal (USD \$100/month) is required for the Basic Support Program.
- **(c) For Trial License:** You may use the Basic Support Program (via email) during the Trial period.

**4.2 Policy.** OvenMedia Labs may update such policies from time to time, provided that the overall Service level is not materially diminished.

**4.3 Service Scope and Response Time.** The scope, Support Channels, and response times/targets are summarized at [ovenmedialabs.com/ome-enterprise#enterprise-support](https://ovenmedialabs.com/ome-enterprise#enterprise-support) and in Appendix B. Response times are targets only and non-binding.

**4.4 Update/Upgrade Provision.** Updates/Upgrades are provided only to Service subscribers (including Basic Tier). Critical security fixes may be provided at OvenMedia Labs's discretion.

**4.5 Suspension for Abuse.** If Your Service usage is excessive, outside the scope of the applicable Tier, or reasonably deemed inappropriate, OvenMedia Labs may suspend or resume Service for the relevant License after providing prior notice and a reasonable opportunity for correction.

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## **5. Open Source and Third-Party Component License Compliance**

**5.1 License Compliance.** The Software may include open-source software and other third-party components ("Open Source Components"). License information for such Open Source Components is available at [docs.enterprise.ovenmediaengine.com/guide/references/oss-notice](https://docs.enterprise.ovenmediaengine.com/guide/references/oss-notice).

**5.2 x264 Commercial License.** The Software activates OpenH264 ("Software Encoder") and/or Nvidia/Xilinx ("Hardware Encoder") by default for unlimited use within Server performance limits. If You wish to use x264, You may activate the x264 Commercial License ("x264 Add-on") made available with the Software as an optional add-on.

**5.3 Customer Compliance Obligation.** By using the Software, You are deemed to have reviewed the license conditions of included Open Source Components and agreed to comply with them.

**5.4 Disclaimer of Warranty.** Open Source Components are provided "AS IS." OvenMedia Labs provides no express or implied warranties regarding the function, non-infringement, or fitness for a particular purpose of such components.

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## **6. Fees, Taxes, Payment, and Refunds**

**6.1 Policy.** Fees, charges, payment currency, payment terms, and overdue regulations in the Order Form take precedence. If not specified, this EULA applies.

**6.2 Currency and Payment Method.** All costs are billed and paid in USD, principally via bank transfer (SWIFT). Methods such as GitHub Sponsors, Payoneer, or PayPal may be temporarily permitted upon mutual agreement.

**6.3 Subscription Renewal.** Monthly and Annual Subscription Licenses with recurring billing automatically renew for the same period as the initial term. All renewal costs must be prepaid, unless payment timing is adjusted by agreement.

**6.4 Payment Terms (Net30).** Payment for non-recurring Subscription License(s) and/or for Perpetual License(s) is due within thirty (30) days of the invoice date (Net 30).

**6.5 Fees.** You bear all bank, payment, transfer, tax, gateway, exchange, and platform fees to ensure OvenMedia Labs receives the full amount specified in the invoice.

**6.6 Taxes.** All amounts exclude taxes. You shall be responsible for payment of all applicable taxes, excluding taxes based solely on OvenMedia Labs's net income.

**6.7 Overdue Interest.** Past due amounts shall accrue interest at 1.5% per month (or the maximum rate permitted by law, whichever is lower). OvenMedia Labs may charge reasonable collection costs associated with the delay.

**6.8 Refunds.** Except as required by law or specified in the Order Form, fees are non-refundable once (i) You receive the License Key, (ii) You activate the License (install Software), (iii) Service has commenced, or (iv) the contract is terminated for convenience by You before the end of the then-current License term.

**Exception:** If a critical defect directly caused by OvenMedia Labs prevents the Software's core functions from operating normally, and OvenMedia Labs fails to provide a fix or workaround within a reasonable period (not exceeding thirty (30) days) after written notice, OvenMedia Labs may, at its reasonable discretion, refund a prorated amount for the unused subscription period or provide service credits.

- **(a) Refund Method:** Refunds will primarily be processed via bank transfer (SWIFT). You shall bear all associated costs and fees.
- **(b) Currency and Exchange Rate:** Refunds are processed strictly in USD. OvenMedia Labs shall not be responsible for any foreign exchange losses or gains.
- **(c) Proof of Authority:** Refunds are strictly limited to the original payer.
- **(d) Chargebacks and Offset:** In the event of a payment dispute, OvenMedia Labs reserves the right to offset the disputed amount against any refunds, or to suspend or deactivate the License until the refund process is fully resolved.
- **(e) Data Retention and Destruction:** Personal information collected during the refund process will be destroyed without delay upon completion of the refund.

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## **7. Confidentiality and Personal Information**

**7.1 Confidentiality.** OvenMedia Labs and You shall protect mutual confidential information collected in connection with the negotiation, execution, and performance of this Agreement with reasonable care and use it solely for the purpose of performing this Agreement.

**7.2 Protection of License Key.** The License Key is OvenMedia Labs's asset and confidential information. Any unauthorized disclosure, sharing, posting, or reuse is strictly prohibited.

**7.3 Collection of Minimal Personal and/or Technical Information.** OvenMedia Labs collects and processes the minimum personal information and/or technical data for the performance of this Agreement, identification of the contracting party, verification of Software usage, and provision of technical support.

- **Purpose of Collection:** Limited to: (a) identification of and contact with the contracting party; (b) verification of License and usage; (c) security monitoring and incident response; and (d) technical support and maintenance.
- **Retention and Destruction:** Personal information shall be retained until the earlier of (i) the fulfillment of the collection purpose; or (ii) the termination date of all Licenses, after which it shall be destroyed without delay.
- **Storage and Cross-Border Transfer:** In principle, personal information collected by OvenMedia Labs are stored and processed on servers located within the Republic of Korea.
- **Data Processing:** OvenMedia Labs minimizes the possibility of personal identification through pseudonymization and does not sell such data.
- **Rights of Data Subjects:** You may request access to, correction, deletion, or suspension of processing of Your personal information in accordance with the PIPA of the Republic of Korea.
- **Destruction Timeline:** Upon termination or expiration of all Your Licenses, collected information shall be destroyed within seven (7) days, except as required for statutory reasons.

**7.4 File Request.** If OvenMedia Labs requests configuration files or logs for support, any confidential information is protected under §7.1.

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## 8. Warranties and Indemnification

**8.1 Limited Warranty.** OvenMedia Labs warrants that the Software will substantially conform to the features and descriptions in the Docs for a period of ninety (90) days from the date of License Key delivery ("Warranty Period").

**8.2 DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN §8.1, THE SOFTWARE AND SERVICE ARE PROVIDED "AS IS," AND OVENMEDIA LABS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

The warranty does not apply to: (a) Use in unsupported environments or contrary to the Docs; (b) Modifications by You or third parties; (c) Failure to apply latest patches; (d) Software failures from misuse, abuse, or external causes; (e) Any Beta, preview, or experimental features.

**8.3 Beta Features.** Beta, preview, or experimental features are provided on an "AS IS" basis and may be modified or discontinued at any time without prior notice.

**8.4 Requirements for Warranty Claims.** To make a valid claim, You must: (i) notify OvenMedia Labs of the non-conformity in writing within the Warranty Period (90 days); and (ii) provide sufficient evidence, such as reproduction steps and logs.

**8.5 Sole and Exclusive Remedy.** If a non-conformity is confirmed during the Warranty Period, OvenMedia Labs's sole obligation shall be, at its discretion, either: (a) repair, correct, or replace the non-conforming Software; (b) refund fees paid if the License Key has not been used; or (c) refund a prorated portion of the fees for the unused remaining License term.

### 8.6 Indemnity for IP Infringement.

- **(a) Defense and Remedies:** OvenMedia Labs shall defend You against any third-party claim alleging that Your use of the Software in material accordance with this Agreement infringes such third party's valid patent, copyright, trademark, or trade secret rights.
- **(b) Optional Remedies:** OvenMedia Labs may, at its sole option: (i) procure for You the right to continue using the Software; (ii) replace or modify the Software; or (iii) terminate the License and refund fees for the remainder of the term.

- **(c) Exclusions:** OvenMedia Labs shall have no liability if the claim arises from combination with non-OvenMedia Labs products, unauthorized modification, failure to use the most current version, use not in accordance with the Docs, Open Source components, or compliance with external specifications.

**8.7 Indemnification by You.** You agree to indemnify, defend, and hold harmless OvenMedia Labs from and against any and all claims arising out of: (a) Your content; (b) Your violation of applicable laws; or (c) any service You provide to third parties using the Software.

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## **9. Limitation of Liability**

**9.1 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OVENMEDIA LABS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF USE OF MONEY, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, OR LOSS, DAMAGE, CORRUPTION, OR COMPROMISE OF DATA OR BUSINESS INTERRUPTION.

**9.2 LIMITATION OF TOTAL LIABILITY.** OVENMEDIA LABS'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY YOU DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO THE LIABILITY.

**Exception:** The limitations in §9 shall not apply to damages caused by OvenMedia Labs's willful misconduct or gross negligence, or where liability cannot be excluded by mandatory applicable law.

**9.3 Judicial Reduction of Liquidated Damages.** You and OvenMedia Labs acknowledge that any amount set forth herein as liquidated damages or penalty may be reduced by a court if deemed unjustly excessive pursuant to Article 398(2) of the Civil Act of the Republic of Korea.

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## **10. Compliance with Laws and Export Control**

**10.1 Compliance with Laws.** You shall comply with all applicable laws of the Republic of Korea, including the Foreign Trade Act and its Enforcement Decree, and external sanction measures. Furthermore, You must strictly comply with all export control and sanctions laws applicable to Your location (e.g., U.S. EAR/OFAC, EU Dual-Use Regulation).

**10.2 Sanctions.** You shall not export, re-export, transfer, or use the Software in any country, entity, or for any end-use prohibited under the export control and sanctions laws. You represent and warrant that You are not designated as a sanctioned party.

**10.3 Government Procurement.** The Software is classified as "Commercial Computer Software." If acquired by or on behalf of a government entity, the use shall be subject solely to the restrictions set forth in this EULA.

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## **11. Term and Termination**

**11.1 Term.** This Agreement shall be effective as of the Effective Date. The specific validity period of each License shall be determined by the dates specified in the applicable Order Form.

**11.2 Expiration.** Each License shall automatically terminate upon the expiration of the term specified in the Order Form without separate notice.

**11.3 Voluntary Termination.** Any voluntary termination by You shall be deemed a termination for convenience. Fees already paid are non-refundable, and You may continue to use the Software until the expiration of the then-current prepaid term.

**11.4 Termination for Cause.** Either party may terminate this Agreement if the other party commits a "Material Breach" and fails to cure such breach within thirty (30) days after receiving written notice.

**Definition of Material Breach:** Includes, but is not limited to: (a) infringement of intellectual property rights; (b) illegal or unauthorized use; (c) violation of applicable laws; (d) persistent failure to pay fees; (e) non-performance of obligations; or (f) substantial breach of contract terms.

**11.5 Termination for Force Majeure.** If a Force Majeure event continues for more than thirty (30) consecutive days, either party may terminate this Agreement upon written notice without liability.

#### **11.6 Effect of Termination.**

- **(a) Subscription License(s):** Upon expiration or termination, You must immediately cease all use and permanently delete the License Key.
- **(b) Perpetual License(s):** Such Licenses shall survive termination unless the termination results from Your Material Breach.

**11.7 Survival.** Provisions regarding Licenses, Restrictions, Fees, Confidentiality, Disclaimer of Warranties, Indemnification, Limitation of Liability, Governing Law, Dispute Resolution, and specifically §2.8, §§3-10, §11.6, and §§12-14, shall survive the termination or expiration of this Agreement.

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## **12. Governing Law, Jurisdiction, and Language**

**12.1 Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Korea, without regard to its conflict of laws principles.

**12.2 Dispute Resolution.** Any dispute arising out of or relating to this Agreement shall be resolved in one of the following ways:

- **Primary Jurisdiction:** The parties submit to the exclusive jurisdiction of the Seoul Central District Court.
- **Arbitration Option:** Upon mutual written agreement, disputes may be finally settled by arbitration in Seoul, Republic of Korea, in accordance with the Rules of the ICC or the KCAB.

**12.3 Language.** This Agreement is drafted in Korean. An English translation is provided solely for convenience. In the event of any conflict, the Korean version shall prevail.

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## **13. Notices**

**13.1 Electronic Notice.** Notices shall primarily be sent via email. Electronic notices shall be deemed received one (1) business day after sending. Email: [contact@ovenmedialabs.com](mailto:contact@ovenmedialabs.com)

**13.2 Written Notice.** Address: Room 1203, Twenty-first Valley, 157 Yangpyeong-ro, Yeongdeungpo-gu, Seoul, 07207, Republic of Korea (South Korea).

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## **14. Miscellaneous**

**14.1 Assignment and Affiliate Use.** (a) You may not assign or transfer this Agreement without OvenMedia Labs's prior written consent. Assignment resulting from a merger or reorganization may be effective upon written notice. If the assignee is a direct competitor, OvenMedia Labs's prior written consent is strictly required. (b) Your Affiliate(s) may use the Software under this EULA, and such use shall not be deemed an assignment.

**14.2 Amendment.** OvenMedia Labs will notify You of any material changes at least 30 days prior to the effective date via the Website and/or email.

**14.3 Severability.** If any provision is held invalid or unenforceable, the remaining provisions shall continue in full force.

**14.4 No Waiver.** Failure or delay by OvenMedia Labs to exercise any right shall not operate as a waiver.

**14.5 Feedback.** Any suggestions, feedback, or ideas You provide may be used by OvenMedia Labs freely without any obligation.

**14.6 Electronic Document(s).** Order Forms, invoices, confirmation emails, and electronic signatures shall have the same legal validity as written documents.

**14.7 Force Majeure.** OvenMedia Labs shall not be liable for any failure or delay due to causes beyond its reasonable control.

**14.8 Intended Use.** The Software and/or Service are intended for Production, enterprise, and commercial use.

**14.9 Reseller Purchases.** If You acquired the License through a reseller, any separate agreements or warranties provided by the reseller are solely the reseller's responsibility.

**14.10 Trademarks and Publicity.** (a) You may use OvenMedia Labs Marks solely for the purpose of accurately indicating compatibility with the Software. (b) OvenMedia Labs may use Your name, logo, and brand aliases for marketing purposes. (c) You may opt-out by providing written notice.

**14.11 Compliance and Ethics.** Both parties agree to comply with all applicable international ethical and compliance standards, including anti-bribery, anti-corruption, prohibition of child labor, and fair trade/antitrust regulations.

**14.12 Source Code Escrow.** OvenMedia Labs is under no obligation to provide source code escrow unless explicitly agreed to in writing.

**14.13 Liquidated Damages.** Subject to §9.3, if this Agreement contains a provision for liquidated damages, the parties acknowledge such amount represents a reasonable pre-estimate of actual damages.

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## Appendix A: License Metric

**A.1 Purpose.** This Appendix summarizes the License policy and usage calculation standards for the Software. For detailed pricing, please refer to [ovenmedialabs.com/ome-enterprise#pricing](https://ovenmedialabs.com/ome-enterprise#pricing).

**General Principle:** The fundamental unit of usage for OvenMediaEngine Enterprise is based on installation. Each installation constitutes a separate Instance requiring a License.

**Governance:** Policies regarding License Key activation, expiration, and revocation are governed by §2, 6, and 11 of the EULA.

### A.2 Calculation Policies and Criteria.

- **Instance:** A single process in which the Software is installed and executing. Each installation unit is considered a separate Instance and requires the corresponding number of License(s). For example: if You use 3 Instances, You will need 3 Licenses.
- **High Availability ("HA"):** A separate License is required for each node in an HA configuration.
- **Cluster:** A separate License is required for each Origin and/or Edge Server within a cluster.
- **Channel:** Refers to one (1) output video track encoded by the Software. Channel-based billing applies only to specific Add-ons (e.g., x264) as stated in the Order Form.
  - (a) A single 1080p output counts as 1 Channel.
  - (b) An ABR output with 3 renditions (1080p, 720p, 480p) counts as 3 Channels.

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## Appendix B: OvenMediaEngine Enterprise Support Program Terms

**B.1 Purpose and Scope.** These Terms govern the conditions, scope, Your obligations, and limitations of liability for the OvenMediaEngine Enterprise Support Program. These Terms constitute an integral part of the EULA.

Important Disclaimers:

- (a) Technical Support is provided directly by the OvenMediaEngine Enterprise Team, comprised of the core engineers.
- (b) Language & Hours: Responses are provided in Korean or English during Business Hours.
- (c) Response Time: Refers to the time of the initial reply and does not guarantee a resolution within that timeframe.
- (d) Limitations: Support is not provided for non-reproducible issues, non-OvenMedia Labs code, or unsupported environments.
- (e) Policy Updates: Detailed policies may be updated and provided in separate documents.

### B.2 Definitions.

- **Tier:** Classifications of Support Program (Basic / Business / Enterprise).
- **Business Hours:** Monday through Friday, 09:00–18:00 (UTC+9), excluding public holidays in the Republic of Korea.
- **Priority Levels:**
  - **P1 (Urgent):** Critical issue affecting Production; system is down or functionality is completely lost.
  - **P2 (High):** Significant issue causing severe performance degradation, but the system remains operational.
  - **P3 (Normal):** Minor issue causing minimal impact, cosmetic issues, or general technical inquiries.

### B.3 Support Tiers and Scope.

- **Basic Support Program:** Included in Subscription License / Perpetual License (first 12 months; \$100/month thereafter). Email support. Scope: Installation guidance, configuration queries, simple troubleshooting.
- **Business Support Program:** Paid subscription. Email + Slack Channel. Includes Basic + higher priority, bug fixes, upgrade guidance, roadmap consultation.
- **Enterprise Support Program:** Customized paid subscription. Email + Dedicated Slack + Remote Support. Includes Business + highest priority, architecture consulting, customization, optimization, integration, migration, security, hands-on support, and best practices.

### B.4 Response Time Targets (non-binding).

- **Basic:** P1 ~24h / P2 ~48h / P3 ~72h (Max 3 business days).
- **Business:** P1 ~8h / P2 ~16h / P3 ~24h (Max 2 business days).
- **Enterprise:** P1 ~2h / P2 ~4h / P3 ~8h (Max 1 business day).

### B.5 Your Obligations.

- **Designated Contact:** You shall designate a Single Point of Contact (SPOC).
- **Provision of Information:** You must provide detailed reproduction procedures, logs, dumps, configuration files, and version information.
- **Security Maintenance:** You are responsible for applying the latest security patches and maintaining backup/recovery systems.

- **Remote Support Cooperation:** If Remote Support is agreed upon, You must provide the necessary access permissions.

**B.6 Ownership of Support Rights.** Rights to technical support, consulting, Updates, and Upgrades are granted on a per-License basis and are non-transferable.

**B.7 Changes, Suspension, and Termination.**

- **Policy Updates:** OvenMedia Labs reserves the right to update these Terms, provided that such updates do not substantially degrade the Service level.
- **Suspension for Abuse:** If Your requests consistently exceed the scope of the applicable Tier, OvenMedia Labs may suspend the Service after providing notice.
- **Remedies for Breach:** OvenMedia Labs may suspend or terminate the License and Service, deactivate or revoke the License Key, refuse to renew, and/or seek other legal remedies.

**B.8 Fees and Refunds.** Support fees shall be determined by the Order Form. Except as required by applicable law, fees are non-refundable once the License Key is delivered, the License is activated, and/or the Service has commenced.

**B.9 Right to Professional Services and Deliverables.** OvenMedia Labs retains exclusive ownership of all intellectual property rights in any deliverables created during the course of providing support. You are granted a non-exclusive, non-transferable license to use such deliverables solely in connection with the Software.

**B.10 Warranty and Limitation of Liability.** The Service is provided on an "AS IS" basis. Indemnification and limitation of liability are governed by §8 and §9 of the main EULA.

**B.11 Data Processing and Security.**

- **Minimal Data Collection:** OvenMedia Labs processes the minimum necessary technical data to provide support. Upon termination, all collected data will be destroyed within seven (7) days.
- **Remote Support Privacy:** OvenMedia Labs does not record screens by default during Remote Support sessions. Recording requires Your prior consent.

**B.12 Version and Compatibility Policy.** Support covers the current release, major releases, and select past releases as defined by OvenMedia Labs's policy.

**B.13 Dispute Resolution and Governing Law.** These Terms shall be governed by the laws of the Republic of Korea. Any disputes shall be resolved in accordance with EULA §12.

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## **Contacts**

**General Inquiries:** [contact@ovenmedialabs.com](mailto:contact@ovenmedialabs.com)

**Technical Support:** [support@ovenmedialabs.com](mailto:support@ovenmedialabs.com) and/or the Support Channels specified in the Order Form.

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