

# AirenSoft Co., Ltd.:

## End User License Agreement & Terms and Conditions

**Important Notice:** Please read and agree to this Agreement before using AirenSoft Co., Ltd. ("AirenSoft")'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 AirenSoft. 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 [contact@airensoft.com](mailto:contact@airensoft.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 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.**

### 0. Definitions

**0.1 "AirenSoft":** Refers to **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, Republic of Korea. AirenSoft 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 AirenSoft Co., Ltd.

**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 AirenSoft Co., Ltd.

**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 AirenSoft Co., Ltd. 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 AirenSoft Co., Ltd. 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 AirenSoft Co., Ltd. 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 AirenSoft Co., Ltd. (airensoft.com and ovenmediaengine.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.

## 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 AirenSoft. 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 AirenSoft Website ([airensoft.com/ome-enterprise.html#enterprise-support](http://airensoft.com/ome-enterprise.html#enterprise-support)) 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.

## 2. Grant and Scope of OvenMediaEngine Enterprise License

**2.1 Software License.** AirenSoft 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 AirenSoft. These rights include registration, application, renewal, and extension of such rights.

**2.3 Grant of License.** Subject to Your compliance with this EULA and payment of applicable fees, AirenSoft 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 AirenSoft.
  - (ii) AirenSoft 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 AirenSoft'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. AirenSoft may request a simple survey to understand Your requirements when providing a Trial License.

**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 AirenSoft's License Server; therefore, You must maintain an active internet connection for the Instance. AirenSoft 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, AirenSoft 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 AirenSoft 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. In such case, You may be required to purchase a new License or request a reissuance at AirenSoft's discretion.

## **2.8 License Verification and Audit.**

- (a) **Remote Verification:** AirenSoft's License Server may periodically check the validity of the License while the Software is being installed, executed, or used.
- (b) **Remote Information Collection:** AirenSoft 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 (License Key, License type, expiration date), (2) System info (OS version, IP address, Hardware ID), (3) Usage info (Active Instances, Channel count, last access date, error codes). This data is destroyed immediately after the purpose is achieved.
- (c) **Access to Records and Audit Cooperation:** Upon AirenSoft's request, You must provide records necessary for license usage calculation and cooperate with audits. Audits may be conducted remotely or (upon mutual agreement) via on-site visits. In the event of an on-site audit, You shall bear all reasonable costs and expenses incurred by AirenSoft. You must provide read-only access to systems, relevant log files, and supporting evidence within a reasonable scope. AirenSoft will minimize unreasonable interference with Your business and protect Your confidential information acquired during the audit pursuant to §7.1.
- (d) **Overage Settlement (True-Up):** If excess usage is confirmed through remote verification and/or remote information collection, AirenSoft may grant You a correction period of 15 days. You must (i) purchase additional Licenses corresponding to the excess usage within the correction period; (ii) for daily settlements, the daily rate shall be calculated on a pro-rated basis by dividing the applicable monthly License fee set forth in the Order Form by thirty (30); and (iii) pay overdue interest pursuant to §6.7 if payment is delayed.

- (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. The burden of proof lies with You in case of an objection.
- (f) **Confidentiality:** Your confidential information collected by AirenSoft during verification or audit will be protected under §7.1 and used solely for the purpose of performing this Agreement.
- (g) **Measures for Repeated Violations:** If You refuse/delay cooperation or repeatedly violate terms, AirenSoft may take necessary measures under §2.8, §6, and §11, including (i) suspension or termination of the Software usage right, (ii) deactivation or revocation of License Keys, (iii) refusal of License renewal/reissuance, and (iv) other legal remedies such as damages if necessary.

### 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 of the Software;
- (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 (including on-premises, Servers, cloud accounts in Your name, CDNs, and similar environments). AirenSoft 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.** AirenSoft does not access, control, or monitor Your content. All content processed, streamed, recorded, or transmitted via the Software is Your sole responsibility. You warrant that (i) You possess all necessary rights, consents, and

permissions for the processing/transmission of the content, and (ii) the content complies with applicable laws and third-party rights.

## 4. OvenMediaEngine Enterprise Support Program

**4.1 Service Tier.** The Support Program is provided in Basic, Business, and Enterprise Tiers, subject to change by AirenSoft 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.** AirenSoft 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 [airensoft.com/ome-enterprise.html#enterprise-support](https://airensoft.com/ome-enterprise.html#enterprise-support) and in Appendix B. Response times are targets only and non-binding; failure to meet such targets shall not constitute a breach of this Agreement.

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

**4.5 Suspension for Abuse.** If Your Service usage is excessive, outside the scope of the applicable Tier, or reasonably deemed inappropriate, AirenSoft may suspend or resume Service for the relevant License after providing prior notice and a reasonable opportunity for correction (e.g., upgrade to an appropriate Tier).

## 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.

**Additional Agreement:** The x264 Add-on can be provided to Subscription and/or Perpetual License users, and activation requires a separate supplemental agreement. Refer to [airensoft.com/ome-enterprise.html#x264](https://airensoft.com/ome-enterprise.html#x264) for pricing and policy details.

**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. Each license of Open Source Components applies separately from this EULA, and no provision in this EULA limits Your rights or increases Your obligations under those licenses.

**5.4 Disclaimer of Warranty.** Open Source Components are provided "AS IS." AirenSoft provides no express or implied warranties regarding the function, non-infringement, or fitness for a particular purpose of such components. All liability related to Open Source Components is governed by the respective License terms.

## **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). Failure to pay within the term may result in suspension/termination of the License, revocation/deactivation of License Keys, or refusal of renewal.

**6.5 Fees.** You bear all bank, payment, transfer, tax, gateway, exchange, and platform fees to ensure AirenSoft 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 AirenSoft'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). AirenSoft may charge reasonable collection costs associated with the delay. You agree to reimburse AirenSoft for all reasonable costs incurred in collecting overdue amounts.

**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 AirenSoft prevents the Software's core functions from operating normally, and AirenSoft fails to provide a fix or workaround within

a reasonable period (not exceeding thirty (30) days) after written notice, AirenSoft may, at its reasonable discretion, refund a prorated amount for the unused subscription period or provide service credits. This is Your sole and exclusive remedy for service failures caused by AirenSoft.

- (a) **Refund Method:** Refunds will primarily be processed via bank transfer (SWIFT). Other methods may be permitted temporarily only upon mutual agreement. You shall bear all associated costs and fees, including but not limited to bank, payment, transfer, tax, gateway, currency exchange, and platform fees.
- (b) **Currency and Exchange Rate:** Refunds are processed strictly in USD. AirenSoft shall not be responsible for, nor make any adjustments regarding, any foreign exchange losses or gains resulting from currency fluctuations.
- (c) **Proof of Authority:** Refunds are strictly limited to the original payer (the recipient of the invoice). If a refund is requested by an agent or representative, You must submit valid proof of authority, such as an official company letterhead, Power of Attorney, or equivalent documentation.
- (d) **Chargebacks and Offset:** In the event of a payment dispute, such as a chargeback initiated by a bank, credit card company, or payment platform, AirenSoft reserves the right to offset the disputed amount and related fees 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 (e.g., bank details, account information, address, phone number) will be destroyed without delay upon completion of the refund. However, if retention is required by applicable laws (e.g., for tax or accounting purposes), such data will be handled in accordance with §7.3.

## 7. Confidentiality and Personal Information

**7.1 Confidentiality.** AirenSoft 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.

**Execution of NDA:** If a Non-Disclosure Agreement ("NDA") is required, You may request to execute a separate NDA with AirenSoft; however, no provision contained in such NDA shall modify or supersede the terms of this EULA.

**7.2 Protection of License Key.** The License Key is AirenSoft's asset and confidential information. Any unauthorized disclosure, sharing, posting, or reuse is strictly prohibited, and You must take reasonable protective measures. You acknowledge that any violation of this section may cause irreparable harm to AirenSoft, entitling AirenSoft to seek equitable relief, including injunctive relief, in addition to monetary damages.

**7.3 Collection of Minimal Personal and/or Technical Information.** AirenSoft 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. The categories of data include, but are not limited to: (i) Contact Identification Information (e.g., contracting party's email address); and (ii) Technical Support Information (e.g., access IP address, Software error and performance logs).

- **Purpose of Collection:** The collection is 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. AirenSoft does not collect personal information or technical data for any other purposes.
- **Retention and Destruction:** Personal information and/or technical data 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. However, if retention is required by applicable laws (e.g., for tax or accounting purposes), the data shall be retained only within the scope and period required by such laws.
- **Storage and Cross-Border Transfer:** In principle, personal information and/or technical data collected by AirenSoft are stored and processed on servers located within the Republic of Korea. However, if cross-border transfer is necessary for the fulfillment of the purpose, such as the performance of the Agreement or use of cloud services, AirenSoft shall transfer such data in compliance with the requirements set forth in relevant laws, including Article 28-8 of the Personal Information Protection Act ("PIPA") of the Republic of Korea (e.g., consent of the data subject, or necessity for the performance of the contract), and implement appropriate protective measures to safeguard the rights of data subjects.
- **Data Processing:** AirenSoft minimizes the possibility of personal identification through pseudonymization or equivalent processing of personal information and/or technical data, and does not sell such data. If necessary, AirenSoft may entrust processing to authorized personal information processors (including sub-processors). In such cases, AirenSoft imposes contractual obligations regarding security, confidentiality, and control over re-entrustment on such processors.
- **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. AirenSoft uses its best efforts to grant customers rights equivalent to international standards such as the General Data Protection Regulation (GDPR) of Europe and the California Consumer Privacy Act (CCPA).
- **Destruction Timeline:** Upon the termination or expiration of all Your Licenses, collected information shall be destroyed within seven (7) days, except for information required to be retained for statutory reasons such as tax or accounting.

**7.4 File Request.** If AirenSoft requests configuration files (Server.xml) or logs for support, any confidential information is protected under §7.1.

## **8. Warranties and Indemnification**

**8.1 Limited Warranty.** AirenSoft 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 AIRENSOFT 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 environments or configurations not supported by AirenSoft, or usage/configuration that is contrary to the Docs; (b) Non-conformities resulting from modifications, combinations, or alterations of the Software made by You and/or any third-party; (c) Non-conformities resulting from Your failure to apply the latest patches, recommended security patches, or workarounds; (d) Software failures attributable to misuse, abuse, unauthorized access, 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. AirenSoft strongly discourages the use of such features in a Production environment, and You acknowledge that any risk or damage arising from such use shall be borne entirely by You.

**8.4 Requirements for Warranty Claims.** To make a valid claim under the warranty set forth in §8.1, You must: (i) notify AirenSoft of the non-conformity in writing without undue delay within the Warranty Period (90 days); and (ii) provide sufficient evidence, such as reproduction steps and logs, to demonstrate the non-conformity. AirenSoft will validate the claim within a reasonable time, provided it does not fall under the exclusions in §8.2.

**8.5 Sole and Exclusive Remedy.** If a non-conformity is confirmed during the Warranty Period, AirenSoft's sole obligation and Your exclusive remedy shall be, at AirenSoft's reasonable discretion, either: (a) to repair, correct, or replace the non-conforming Software; (b) to refund the fees paid for the affected License if the License Key has not been used or if a critical defect prevents the Software from being installed or operated; or (c) to refund a prorated portion of the fees corresponding to the unused remaining License term if the License has already been used, in accordance with the refund conditions set forth in §6.8.

**THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY.**

**8.6 Indemnity for IP Infringement.**

- (a) **Defense and Remedies:** AirenSoft shall defend You against any third-party claim, suit, or proceeding 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. AirenSoft shall pay any final judgment awarded against You or any settlement

amount agreed to by AirenSoft in writing, provided that You: (i) give AirenSoft prompt written notice of the claim; (ii) grant AirenSoft sole control over the defense and settlement of the claim; and (iii) provide AirenSoft with all reasonable information, assistance, and authority.

- (b) **Optional Remedies:** In response to such a claim, AirenSoft may, at its sole option and expense: (i) procure for You the right to continue using the Software; (ii) replace or modify the Software so that it becomes non-infringing without materially reducing its functionality; or (iii) terminate the License and refund fees for the remainder of the term (or, for Perpetual Licenses, the residual value based on a reasonable depreciation schedule).
- (c) **Exclusions:** AirenSoft shall have no liability or obligation if the claim arises from: (i) combination, operation, or use of the Software with product(s), service(s), code, or data not provided by AirenSoft; (ii) modification of the Software without AirenSoft's written consent; (iii) failure to use the most current version or applicable workaround provided by AirenSoft; (iv) use of the Software not in accordance with the Docs or this Agreement; (v) Open Source component(s) or third-party component(s) where indemnification is restricted or disclaimed by their respective licenses; or (vi) compliance with external designs or specifications.
- (d) **ENTIRE LIABILITY AND EXCLUSIVE REMEDY:** THE FOREGOING PROVISIONS OF THIS SECTION 8.6 STATE THE ENTIRE LIABILITY AND OBLIGATION OF AIRENSOFT, AND YOUR SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AIRENSOFT'S LIABILITY UNDER THIS SECTION SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 9 (LIMITATION OF LIABILITY).

**8.7 Indemnification by You.** You agree to indemnify, defend, and hold harmless AirenSoft from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Your content; (b) Your violation of applicable laws; or (c) any service, platform, or solution You provide to third parties using the Software, except to the extent caused by AirenSoft's gross negligence or willful misconduct.

## 9. Limitation of Liability

**9.1 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AIRENSOFT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES FOR: (i) LOSS OF PROFITS (WHETHER ACTUAL OR ANTICIPATED, AND INCLUDING LOSS OF CONTRACTUAL PROFITS); (ii) LOSS OF USE OF MONEY OR ANTICIPATED SAVINGS; (iii) LOSS OF BUSINESS, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL OR REPUTATION; OR (iv) LOSS, DAMAGE, CORRUPTION, OR COMPROMISE OF DATA OR BUSINESS INTERRUPTION, ARISING OUT OF OR IN

CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR ANY OTHER LEGAL THEORY, EVEN IF AIRENSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 LIMITATION OF TOTAL LIABILITY.** AIRENSOFT'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE APPLICABLE SOFTWARE AND/OR SERVICE GIVING RISE TO THE LIABILITY 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 AirenSoft's willful misconduct or gross negligence, or where liability cannot be excluded or limited by mandatory applicable law.

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

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

**10.1 Compliance with Laws.** You shall comply with all applicable laws of the Republic of Korea, specifically including the Foreign Trade Act and its Enforcement Decree and Enforcement Rules, the Public Notice on Trade of Strategic Items by the Ministry of Trade, Industry and Energy, and external sanction measures adopted and implemented by the government of the Republic of Korea (including UN sanctions). Furthermore, You must strictly comply with all export control and sanctions laws applicable to Your location or the region where the Service is provided (e.g., U.S. EAR/OFAC, EU Dual-Use Regulation).

**10.2 Sanctions.** Pursuant to §10.1, 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 of the Republic of Korea or other applicable jurisdictions (e.g., U.S. EAR/OFAC, EU Dual-Use Regulation). You represent and warrant that You are not designated as a sanctioned party under such laws.

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

## **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.** Except as otherwise provided in §6.3, each License shall automatically terminate upon the expiration of the term specified in the Order Form without separate notice. Upon such expiration, Your right to use the Software shall cease immediately.

**11.3 Voluntary Termination.** Any voluntary termination or termination request by You, other than for reasons attributable to AirenSoft, shall be deemed a termination for convenience by You. In such event, fees already paid are non-refundable (pursuant to §6.8), 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 (provided, however, that a breach of §14.1 shall be grounds for immediate termination without a cure period). Failure to cure may result in applicable remedies, including correction, replacement, or termination. In particular, if the breach consists of non-payment of fees, AirenSoft may suspend the License, terminate this Agreement, and/or charge overdue interest pursuant to §6 after providing notice of any outstanding fees.

**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 (as defined in §14.7) continues for more than thirty (30) consecutive days, either party may terminate this Agreement upon written notice without liability. In such case, any prepaid fees for the unused period shall be settled on a pro-rata basis upon mutual agreement.

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

- (a) **Subscription License(s):** Upon expiration or termination, You must immediately cease all use of the Software 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 (including payment obligations), 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.

## **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, controversy, or claim 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 (or the competent court having jurisdiction over AirenSoft's headquarters in Seoul).
- **Arbitration Option:** Notwithstanding the above, upon mutual written agreement, disputes may be finally settled by arbitration in Seoul, Republic of Korea, in accordance with the Rules of the International Chamber of Commerce (ICC) or the Korean Commercial Arbitration Board (KCAB). The arbitration proceedings shall be conducted in either Korean or English.

**12.3 Language.** This Agreement is drafted in Korean. An English translation is provided solely for convenience. In the event of any conflict or inconsistency between the Korean version and the English translation, the Korean version shall prevail, subject to interpretation by the competent court or arbitral tribunal.

## 13. Notices

**13.1 Electronic Notice.** To ensure efficiency, notices shall primarily be sent via email. You shall send notices to AirenSoft's email address specified in the Order Form. Electronic notices shall be deemed received one (1) business day after sending, provided that no delivery failure notification is received.

**Email:** contact@airensoft.com

**13.2 Written Notice.** Where written notice is required by law or this Agreement, You shall send it to AirenSoft's address specified in the Order Form (or as updated under this Section). Each party shall notify the other of any change to its notice contact information within ten (10) days.

**Address:** Room 1203, Twenty-first Valley, 157 Yangpyeong-ro, Yeongdeungpo-gu, Seoul, 07207, Republic of Korea.

## 14. Miscellaneous

**14.1 Assignment and Affiliate Use.** (a) **Assignment:** You may not assign or transfer this Agreement, in whole or in part, without AirenSoft's prior written consent. However, assignment resulting from a merger, reorganization, or transfer of substantial assets may be effective upon written notice to AirenSoft, provided that You guarantee the assignee's full compliance with this Agreement. Notwithstanding the foregoing, if the assignee is a direct competitor of AirenSoft, AirenSoft's prior written consent is strictly required. (b) **Affiliate Use:** Your Affiliate(s) may use the Software under the terms of this EULA, and such use shall

not be deemed an assignment. However, upon AirenSoft's request, You must provide proof of the Affiliate relationship (e.g., controlling interest) and guarantee Your Affiliate(s)' full compliance with this Agreement.

**14.2 Amendment.** AirenSoft will notify You of any material changes adverse to You at least 30 days prior to the effective date via the Website ([airensoft.com/eula.html](http://airensoft.com/eula.html)) and/or email. If You do not agree to the changes, You may terminate the Agreement before the effective date. For auto-renewing Subscription License users, AirenSoft will clearly notify You again of the renewal fees, term, and cancellation methods at least seven (7) days prior to the renewal date.

- **For Subscription License(s):** Amendments apply to (i) new orders immediately, and (ii) existing subscriptions upon the next renewal. For reference, minor changes or changes required for legal compliance may take effect immediately.
- **For Perpetual License(s):** AirenSoft will notify You of the amendment. If You do not explicitly object in writing within 14 days, the amendment shall be deemed accepted. If You object, the then-current EULA shall remain in effect, provided that access to new Software(s), Service(s), or feature(s) may be restricted. For reference, minor changes or changes required for legal compliance may take effect immediately.

**14.3 Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**14.4 No Waiver.** Failure or delay by AirenSoft to exercise any right or remedy under this Agreement shall not operate as a waiver of such right or remedy.

**14.5 Feedback.** Any suggestions, feedback, or ideas You provide regarding the Software may be used, modified, and incorporated by AirenSoft freely without any obligation of compensation or notice.

**14.6 Electronic Document(s).** Order Form(s), invoice(s), confirmation email(s), and electronic signature(s) shall have the same legal validity and enforceability as written document(s) and signature(s).

**14.7 Force Majeure.** AirenSoft shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, national emergencies, pandemics, government actions, or internet/hosting service failures.

**14.8 Intended Use.** The Software and/or Service are intended for Production, enterprise, and commercial use. To the extent mandatory consumer protection laws apply, this Agreement shall be interpreted so as not to infringe upon statutory consumer rights.

**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 and do not bind AirenSoft. All terms regarding Software and/or Service usage are governed exclusively by this Agreement.

## 14.10 Trademarks and Publicity.

- (a) **Use by You:** You may use trademarks, trade names, and logos of AirenSoft and/or OvenMediaEngine-related (collectively, "AirenSoft Marks") solely for the purpose of accurately indicating compatibility with the Software, provided that such use is non-misleading. Any other use requires AirenSoft's prior written consent. All use of AirenSoft Marks must strictly comply with the scope and guidelines recognized by AirenSoft, and AirenSoft reserves the right to deny or revoke such consent at any time for reasonable cause.
- (b) **Use by AirenSoft:** AirenSoft may use Your name, logo, and brand aliases for marketing and promotional purposes (including but not limited to the Website, brochures, sales presentations, and press releases) to identify You as a customer of the Software.
- (c) **Withdrawal of Consent (Opt-Out):** Notwithstanding the foregoing, if You object to such use by providing written notice (including email) to AirenSoft, AirenSoft shall cease such use and take appropriate measures to remove, replace, or delete the relevant materials within fourteen (14) business days of the receipt of such notice.

**14.11 Compliance and Ethics.** AirenSoft and You acknowledge and agree to comply with all applicable international ethical and compliance standards, including but not limited to laws regarding anti-bribery, anti-corruption (e.g., US FCPA, UK Bribery Act), prohibition of child labor, and fair trade/antitrust regulations. You acknowledge that any violation of §14.11 constitutes a Material Breach of this Agreement, entitling AirenSoft to immediate termination without penalty.

**14.12 Source Code Escrow.** AirenSoft is under no obligation to provide source code escrow unless explicitly agreed to in writing. AirenSoft may, at its sole and absolute discretion, propose or agree to enter into a Source Code Escrow Agreement ("Escrow Agreement") with a designated escrow agent. You shall bear all costs and expenses associated with the Escrow Agreement, including but not limited to initial setup fees, annual maintenance fees, and beneficiary enrollment fees. The release of the source code shall be strictly limited to events of insolvency or cessation of business by AirenSoft (including bankruptcy, liquidation, or formal winding-up), as specifically defined in the executed Escrow Agreement.

**14.13 Liquidated Damages.** Subject to §9.3, if this Agreement or an Order Form contains a provision for liquidated damages or a penalty, the parties expressly acknowledge and agree that such amount represents a reasonable pre-estimate of the actual damages likely to be incurred and is not intended as a forfeiture or penalty. The imposition of such liquidated damages shall be without prejudice to any other rights or remedies available to AirenSoft under this Agreement or applicable law (including the right to claim actual damages in excess of the liquidated amount, if permitted by law).

## Appendix A: License Metric

**A.1 Purpose.** This Appendix summarizes the License policy and usage calculation standards for the Software. For detailed pricing, policies, and further information, please refer to the Website ([airensoft.com/ome-enterprise.html#pricing](http://airensoft.com/ome-enterprise.html#pricing)).

**General Principle:** The fundamental unit of usage for OvenMediaEngine Enterprise is based on installation (e.g., on Server, Container). 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. Usage verification follows the Remote Verification process in §2.8, and any overage shall be subject to True-Up settlement.

## **A.2 Calculation Policies and Criteria.**

**Instance:** Refers to a single process in which the Software is installed and executing on a Server, Container, VM, or any other computing environment. Each installation unit is considered a separate Instance and requires the corresponding number of License(s). For example: (a) If You use 3 Instances, You will need 3 Licenses.

**High Availability (“HA”):** A separate License is required for each node that will install the Software, constituting 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 from a single live stream (which may contain multiple tracks). Channel-based billing applies only to specific Add-ons (e.g., x264) as stated in the Order Form. For example:

- (a) A single 1080p output counts as 1 Channel.
- (b) An ABR output with 3 renditions (1080p, 720p, 480p) counts as 3 Channels.

## **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. In the event of any conflict regarding Service-related matters, these Terms shall take precedence over the main body of the EULA.

### **Important Disclaimers:**

- (a) **Support Team:** Technical Support is provided directly by the OvenMediaEngine Enterprise Team, comprised of the core engineers responsible for the development and maintenance of OvenMediaEngine;
- (b) **Language & Hours:** Responses are provided in Korean or English during Business Hours;
- (c) **Response Time:** Refers to the time of the initial reply to Your inquiry and does not guarantee a resolution within that timeframe;

- (d) **Limitations:** Support is not provided for issues that are non-reproducible, involve non-AirenSoft code, or occur in unsupported environments (unless You provide remote access);
- (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 (Priority 1; Urgent):** Critical issue affecting the Production environment in which the system is down or functionality is completely lost/unusable.
  - **P2 (Priority 2; High):** Significant issue causing severe performance degradation or partial loss of functionality, but the system remains operational.
  - **P3 (Priority 3; Normal):** Minor issue causing minimal impact on system operations, cosmetic issues, or general technical inquiries.

## B.3 Support Tiers and Scope.

- **Basic Support Program (“Basic” or “Basic Tier”)**
  - Eligibility: Included in Subscription License (during term) / in Perpetual License (for first 12 months; requires a minimum paid renewal of \$100 per month thereafter).
  - Support Channel: Email.
  - Scope: Installation guidance, configuration queries, simple troubleshooting.
- **Business Support Program (“Business” or “Business Tier”)**
  - Eligibility: Paid subscription.
  - Support Channel: Email, Slack Channel.
  - Scope: Includes Basic + Higher Priority, bug fixes, upgrade guidance, roadmap consultation.
- **Enterprise Support Program (“Enterprise” or “Enterprise Tier”)**
  - Eligibility: Customized paid subscription.
  - Support Channel: Email, Dedicated Slack, Agreed-Upon Remote Support (e.g. SSH).
  - Scope: Includes Business + Highest Priority, architecture consulting, customization, optimization, integration, migration, security, hands-on support, and best practices.

**B.4 Response Time Targets (non-binding).** The following times are targets for the initial response only and are not binding commitments. If You need support outside of Business Hours (nights/weekends/holidays), it will require a separate agreement.

- **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.** To ensure efficient Service delivery, You agree to fulfill the following obligations:

- **Designated Contact:** You shall designate a Single Point of Contact (SPOC) for technical issues and ensure prompt decision-making and cooperation during the troubleshooting process.
- **Provision of Information:** You must provide detailed reproduction procedures, the scope of impact, and relevant logs, dumps, configuration files, and version information. You are strongly advised to redact or remove any personal or sensitive information before submitting such data to AirenSoft.
- **Security Maintenance:** You are responsible for applying the latest security patches and maintaining a reasonable backup and recovery system for Your environment.
- **Remote Support Cooperation:** If Remote Support is agreed upon, You must provide the necessary access permissions. You agree to minimize the disclosure of confidential information during the session and provide real-time monitoring of the remote session.

#### **B.6 Ownership of Support Rights.**

- **License-Specific:** Rights to technical support, consulting, Updates, and Upgrades are granted on a per-License basis. These rights are non-transferable and cannot be assigned to another License or legal entity.
- **Reseller Agreements:** Any separate service level agreements or warranties provided by a reseller or distributor are solely between You and the reseller; they do not bind AirenSoft in any manner.

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

- **Policy Updates:** AirenSoft reserves the right to update these Terms and policies, provided that such updates do not substantially degrade the Service level. Any change that results in substantial degradation or converts a free service to a paid service shall take effect upon the next renewal cycle (refer to EULA §14.2).
- **Suspension for Abuse:** If Your requests consistently exceed the scope of the applicable Tier or are made at an unreasonable frequency or manner ("Abuse"), AirenSoft may suspend the Service for the relevant License after providing notice and requesting correction.
- **Remedies for Breach:** If You fail to cooperate, fail to pay fees, or repeatedly violate obligations as defined in EULA §2.8, 6, and 11, AirenSoft may take one or more of the following actions: (a) Suspend or terminate the License and Service; (b) Deactivate or revoke the License Key; (c) Refuse to renew or re-issue the License; and/or (d) Seek other legal remedies, including claims for damages.

## **B.8 Fees and Refunds.**

- **Fees:** Support fees shall be determined by the Order Form. Services such as on-site support or support outside Business Hours may be billed separately at pre-agreed rates.
- **No Refunds:** Except as strictly required by applicable law or as provided in the exception set forth in EULA §6.8, fees are non-refundable once (i) the License Key is delivered, (ii) the License is activated, and/or (iii) the Service has commenced.

**B.9 Right to Professional Services and Deliverables.** Unless a separate Statement of Work ("SOW") is executed, AirenSoft retains exclusive ownership of all intellectual property rights in any deliverables, data, tools, scripts, patches, or documentation created, provided, or developed during the course of providing technical support or consulting. You are hereby 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. AirenSoft makes no warranties regarding the outcome of the support. Indemnification and limitation of liability are governed by §8 and §9 of the main EULA.

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

- **Minimal Data Collection:** AirenSoft processes the minimum necessary technical data (e.g., IP addresses, versions, error logs) to provide support. Personal information (e.g., email) is used strictly for contact identification and communication. Upon termination of the License, all collected data and information will be destroyed within seven (7) days, adhering to the principle of no cross-border transfer unless necessary (refer to EULA §7.3).
- **Remote Support Privacy:** AirenSoft does not record screens by default during Remote Support sessions. If recording is deemed necessary for technical analysis, AirenSoft will obtain Your prior consent in compliance with applicable privacy laws (e.g., PIPA, GDPR, CCPA).

## **B.12 Version and Compatibility Policy.**

- **Coverage:** Support covers the current release, major releases, and select past releases as defined by AirenSoft's policy.
- **Security Patches:** If a critical security issue is identified in an older version, AirenSoft may, at its sole discretion, provide patches or workarounds within a reasonable scope.

**B.13 Dispute Resolution and Governing Law.** These Terms shall be governed by the laws of the Republic of Korea. Any disputes arising out of or related to these Terms shall be resolved in accordance with the jurisdiction and dispute resolution provisions set forth in EULA §12.

## **Contacts**

- **General Inquiries:** [contact@airensoft.com](mailto:contact@airensoft.com)
- **Technical Support:** [support@airensoft.com](mailto:support@airensoft.com) and/or the Support Channels specified in the Order Form.