Enduser Evaluation License Agreement ("EULA") for ASCET-DEVELOPER Community Edition

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English

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With the **ASCET-DEVELOPER Community Edition** Software, you can model and auto generate code for embedded applications. (you can find the exact intended use in the user manual (www.etas.com/manuals)).

1.

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1.10.

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5.

5.1.

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6.

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7.3.   In the event of termination of this contract, the use of the Software shall be discontinued immediately and the Software, as well as any copies thereof, shall be permanently deleted.

8.

8.1.   Support:

You are not entitled to claim the provision of maintenance and/or support services such as updates or advice outside the warranty right.

9.

9.1.

9.2.   Applicable law, jurisdiction, online dispute resolution:

The substantive law of the Federal Republic of Germany shall be valid, with the exclusion of the provisions of the UN Convention on the International Sale of Goods.

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9.4.   agreement (favorability principle).

The European Commission provides a platform for online dispute resolution (ODR platform). This platform is intended as a contact point for the out-of-court settlement of disputes relating to contractual obligations of online sales contracts and online service contracts. The platform can be accessed under http://ec.europa.eu/consumers/odr/ .

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10.

10.1.

10.2.

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Annex A: Country-specific terms and conditions:

A. United Kingdom: n/a

B. For the Unites States of America:

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9.2. This EULA and all disputes between the parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. ETAS and you acknowledge that this EULA evidence a transaction involving interstate commerce. ETAS and you shall first endeavor to resolve through good faith negotiations any dispute arising under or related to this EULA or with respect to the Software. If a dispute cannot be resolved through good faith negotiations within 30 days, either party may request non-binding mediation by a mediator approved by both parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to this EULA (including the formation, existence, validity, interpretation (including of this Arbitration

clause), breach or termination thereof) or the Software shall be resolved exclusively through binding arbitration, except that either party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association Optional Rules for Emergency Measures of Protection. A request by a party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award by the arbitrators where necessary to preserve confidentiality. Each party shall bear its own fees and costs, and each party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrator, unless the arbitrators find the claims to have been frivolous or harassing. Either party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a party, its counsel, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

10.1. Should individual provisions or parts of the EULA be deem illegal or ineffective, the remaining provisions and parts of the EULA shall continue to remain in effect.

C. For India:

- Clause 9.1 shall be replaced by the following clause:

   "The substantive law of the Republic of India shall be valid, with the exclusion of the provisions of the UN Convention on the International Sale of Goods."

- Clause 9.2 shall be replaced by the following clause:

   "This EULA shall be governed by the laws of India."

- Clause 9.3 shall not apply.

German

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   5.3. Die Vertragspartner informieren sich unverzüglich nach Kenntniserlangung über Außenwirtschaftsrechtliche Vorschriften, welche zu den in Ziffern 5.1. und 5.2. genannten Beschränkungen, Verboten oder Verzögerungen führen können.
   5.4. Sie sind verpflichtet, ETAS auf ETAS Verlangen hin alle Informationen und Unterlagen zur Verfügung zu stellen, die zur Einhaltung der außenwirtschaftsrechtlichen Vorschriften erforderlich sind oder diesbezüglich von Behörden angefordert werden. Zu diesen Pflichten können insbesondere Angaben zum Endkunden, zum Bestimmungsort und zum Verwendungszweck der Lieferungen und Leistungen gehören. ETAS ist berechtigt, vom Hauptvertrag zurückzutreten oder die Leistung zu verweigern, wenn Sie uns diese Informationen und Unterlagen nicht innerhalb einer angemessenen Frist zur Verfügung stellen.
   5.5. ETAS Haftung für Schäden im Zusammenhang mit oder aufgrund von ETAS Verweigerung der Vertragserfüllung oder aufgrund der Kündigung des Hauptvertrages gemäß den Ziffern 5.1., 5.2. und 5.4. durch ETAS ist – soweit gesetzlich zulässig – ausgeschlossen.

6. Gewährleistung, Haftung:
   6.1. Soweit gesetzlich zulässig erfolgt die Bereitstellung der Software im Istzustand (as is) bzw. wie verfügbar (as available), d.h. ohne Technik-Support und einschließlich potenzieller Fehler. Sie tragen das gesamte Risiko der Evaluierung.
   6.2. Die Gewährleistung für Sach- und Rechtsmängel ist ausgeschlossen, außer in Fällen, in denen ETAS den jeweiligen Sach- oder Rechtsmangel arglistig verschwiegen hat.
   6.3. ETAS übernimmt keine Haftung für Schäden, es sei denn, es handelt sich um grobe Fahrlässigkeit oder Vorsatz. Die im Deutschen Produkthaftungsgesetz festgelegte Produkthaftung bleibt unberührt.
   6.4. Vorstehende Haftungsbestimmungen sind gleichermaßen auf die gesetzlichen Vertreter und Erfüllungsgehilfen der ETAS anwendbar.
   6.5. Für den Fall, dass Ansprüche Dritter auf der Basis von gewerblichen Schutzrechten oder Urheberrecht erhoben werden, sind Sie verpflichtet, uns unverzüglich zu informieren und, auf

unsere Aufforderung den Gebrauch der Software unverzüglich einzustellen und ihre Löschung sicherzustellen. In einem solchen Fall ist ETAS berechtigt, den Vertrag außerordentlich zu kündigen und jegliche Ansprüche Ihrerseits sind ausgeschlossen.

7. Vertragsdauer, Beendigung der Nutzung:
   7.1. Diese EULA ist auf unbestimmte Zeit gültig. Das Recht der Parteien zur Kündigung aus wichtigem Grund bleibt unberührt. Ein wichtiger Grund liegt insbesondere vor, wenn die im Rahmen dieser EULA eingeräumten Nutzungsrechte überschritten wurden oder Rechte und Pflichten aus diesem Vertrag in anderer Weise verletzt wurden und eine Fortsetzung des Vertragsverhältnisses aus diesem Grund nicht von ETAS zu erwarten ist.
   7.2. ETAS ist zur Kündigung berechtigt, wenn die Durchführung des Vertrages aufgrund einer nach dessen Abschluss erfolgten Änderung der Rechtslage nicht mehr zulässig wäre.
   7.3. Im Falle der Beendigung dieses Vertrages wird die Nutzung der Software unverzüglich eingestellt und die Software, sowie deren Kopien, endgültig gelöscht.

8. Support:

   Sie haben keinen Anspruch auf die Bereitstellung von Softwarepflege- oder Supportleistungen wie z.B. Updates oder Beratung außerhalb des Gewährleistungsrechts.

9. Anwendbares Recht, Gerichtsbarkeit, Online-Streitbeilegung:
   9.1. Es gilt das materielle Recht der Bundesrepublik Deutschland unter Ausschluss der Bestimmungen des UN-Kaufrechts.
   9.2. Diese EULA unterliegt deutschem Recht. Diese Rechtswahl führt nicht dazu, dass dem Nutzer der Schutz entzogen wird, der ihm durch diejenigen Bestimmungen gewährt wird, von denen nach dem Recht des Staates, in dem er seinen gewöhnlichen Aufenthalt hat, nicht durch Vereinbarung abgewichen werden darf (Günstigkeitsprinzip).
   9.3. Die Europäische Kommission stellt eine Plattform zur Online-Streitbeilegung (OS) bereit. Diese Plattform soll als Anlaufstelle zur außergerichtlichen Beilegung von Streitigkeiten dienen, die vertragliche Verpflichtungen von Online-Kaufverträgen und Online-Dienstverträgen betreffen. Die Plattform ist unter http://ec.europa.eu/consumers/odr/ erreichbar.
   9.4. ETAS nimmt nicht an einem außergerichtlichen Streitbeilegungsverfahren vor einer Verbraucherschlichtungsstelle teil.

10. Schlussbestimmungen:
   10.1. Sollten einzelne Bestimmungen oder Teile des Vertrages unwirksam sein, bleiben die übrigen Bestimmungen und Teile des Vertrages in Kraft.
   10.2. Sie erklären und gewährleisten, dass (i) Sie die Software nicht zu kommerziellen Zwecken und nicht in Ausübung eines Gewerbebetriebs nutzen; (ii) Sie sich nicht in einem Land befinden, das einem Embargo der US-Regierung unterliegt oder von der US-Regierung als "terroristisch unterstützendes" Land ausgewiesen wurde; und (iii) Sie nicht auf einer Liste der verbotenen oder eingeschränkten Parteien der US-Regierung aufgeführt sind.

Korean

ASCET-DEVELOPER Community Edition 에 대한 최종 사용자 평가 라이선스 계약(이하 "EULA")

다운로드 시, **ASCET-DEVELOPER Community Edition** 소프트웨어(이하 "본건 소프트웨어")의 사용에 관한 계약이 귀하와 귀하의 거주국에 속한 현지 ETAS 법인 간에 본 계약에 명시된 대로 체결됩니다:

- **독일 및 영국의 경우:**
  ETAS GmbH, Borsigstraße 24, 70469 Stuttgart;
- **미국의 경우:**
  ETAS, Inc., 15000 N. Haggerty Road, Plymouth, Michigan 48170;
- **인도의 경우:**
  ETAS Automotive India Pvt. Ltd, B519, Post Box No. 3000, Adugodi, Hosur Road, Bangalore – 560030;
- **한국의 경우:**
  ETAS Korea Co., Ltd., 경기도 성남시 대왕판교로 660 유스페이스 1 동 9 층 B 호

(이하 "ETAS").

다운로드 시, 귀하는 다음 약관(및 귀하의 거주국에 적용되며 아래 부록 A 에 포함된 각 국가별 약관이 우선 적용됨)에 동의함을 선언하게 됩니다.

ASCET-DEVELOPER Community Edition 소프트웨어를 사용하면 임베디드 애플리케이션용 코드를 모델링하고 자동 생성할 수 있습니다. (정확한 사용법은 사용 설명서(www.etas.com/manuals)에서 확인할 수 있습니다)..

1.

1.1. 본건 소프트웨어의 제공 및 사용권:

1.2.

본건 소프트웨어에 포함된 안전 수칙을 준수하여 주시기 바랍니다.

본건 소프트웨어를 다운로드하는 경우, 귀하는 본건 소프트웨어의 사용 설명서에 정의된 본건 소프트웨어의 일반적인 사용 목적의 범위에 따라 테스트 및 평가 목적으로만 본건 소프트웨어를 사용할 수 있는 무상의, 비독점, 기간 무제한, 개인적, 양도 불가능한 권리를 부여 받습니다. 기타 목적(상업적 목적(직접 또는 간접적인 재정적 이익을 위함)을 포함하되 이에 한정되지 아니함)을 위한 사용은 금지되며, 그러한 사용은 귀하가 유료 라이선스를 구매하는 것을 조건으로 합니다.

1.3.

ETAS 는 본건 소프트웨어에 관한 기타 모든 권리, 특히 본건 소프트웨어를 상업적 목적으로 사용, 본건 소프트웨어를 변경, 본건 소프트웨어를 판매 또는 판매 제안 및/또는 본 라이선스

약관에서 합의된 테스트 및 평가 목적 외의 목적으로 본건 소프트웨어를 사용할 수 있는 권리를 보유합니다.

귀하는 귀하가 소유하거나 점유하는 컴퓨터 장치 및 시스템 요구사항에 따라 본건 소프트웨어가 실행될 수 있는 컴퓨터 장치 외부에서는 본건 소프트웨어를 사용할 수 없습니다.

1.4. 귀하는 ETAS 의 사전 서면 동의 없이 취득한 권리의 전부 또는 일부를 양도, 이전, 매도하거나, 서브라이선스(sublicense)의 대상으로 삼거나, 담보를 설정하거나 포기해서는 안 됩니다.

1.5.

ETAS 는 귀하가 이러한 라이선스 약관을 위반하는 경우 귀하의 본건 소프트웨어 사용을 금지할 권리를 갖습니다.

1.6.

독일 저작권법(German Copyright Act (UrhG)) 제 69 조 제(e)항에 명시적으로 허용된 경우를 제외하고, 귀하는 본건 소프트웨어를 복제, 배포, 판매, 공급 또는 달리 이용 가능하게

1.7. 하거나, 수정, 각색, 변경, 통합, 합병하거나, 달리 본건 소프트웨어를 기반으로 한 2 차적 저작물을 변경 및/또는 생성하거나, 본건 소프트웨어 또는 그 일부를 역설계, 디컴파일, 분해 또는 달리 번역하고자 시도해서는 안 됩니다.

1.8. 귀하는 본건 소프트웨어 또는 그 일부(본건 소프트웨어의 사본 포함)의 무단 사용 또는 공개, 무단 접근, 도난 또는 분실이 의심되거나 확인되는 경우, 이를 즉시 ETAS 에 통지해야 합니다.

1.9.

ETAS 는 변경된 기술 조건이나 추가 개발 또는 기술 발전에 따라 언제든지 본건 소프트웨어를 조정할 수 있는 권리를 보유합니다. ETAS 의 업데이트 및 변경 사항 제공은 ETAS 의 단독 재량에 따릅니다. ETAS 가 제공한 변경된 본건 소프트웨어를 사용하는 1.10. 경우에도 본 약관이 적용됩니다.

귀하는 사용 설명서에 명시된 시스템 요건을 충족할 의무가 있습니다.

2.

2.1.

재산권

본건 소프트웨어, 본건 정보 및 모든 관련 문서는 ETAS 또는 ETAS 의 계열사의 소유입니다. ETAS 및/또는 ETAS 의 계열사는 본건 소프트웨어에 대한 모든 권리 및 소유권(특허, 실용신안 및/또는 디자인권, 저작권, 상표권 등 본건 소프트웨어와 관련된 지식재산권 포함)을 보유합니다.

귀하는 본 라이선스 약관이 귀하에게 공개되거나 제공되는 모든 것과 관련하여 어떠한 소유권도 부여하지 않음을 인정합니다.

본건 소프트웨어, 정보 및 관련 문서의 전부 또는 일부 사본에 대한 소유권은 항시 ETAS 에 있습니다(본 라이선스 약관은 그러한 모든 사본에 적용됩니다).

2.2.

2.3. 오픈소스 소프트웨어 및 제 3 자 소프트웨어

본건 소프트웨어에는 무상 라이선스에 따른 오픈소스 소프트웨어와 제 3 자 소프트웨어(이하 "OSS")가 포함될 수 있습니다. OSS 는 제품 또는 관련 소프트웨어의

3.

3.1. 라이선스 약관이 상충되는 경우에도 우선적으로 OSS 라이선스 계약(이하 "OSS-라이선스")의 적용을 받습니다. OSS 가 포함되는 한, OSS 는 본건 소프트웨어 제공 시 귀하에게 제공될 OSS 속성 문서(OSS Attribution Document)에 표시됩니다.

이러한 OSS-라이선스에 따라, ETAS 는 그 약관을 고객에게 전달해야 합니다. 귀하는

3.2. OSS 를 단순히 내부적으로 기계에 설치 및 운영하는 방식 외의 방식으로 사용하는 경우, 즉 OSS 를 제 3 자에게 배포, 판매하거나 달리 전달하는 방식으로 사용하는 경우에는 본 약관을 준수하고 관련 의무를 이행해야 합니다. 적용 OSS-라이선스는 OSS 제공자의 인터넷 주소에서 제공되거나 요청에 따라 ETAS 가 제공합니다.

3.3. 관련 OSS-라이선스 내에서 필요한 경우(예: LGPL 2.0), 필요한 범위 내에서 각 OSS 구성요소에 대한 역설계가 허용됩니다. 이는 본건 소프트웨어의 다른 구성 부품에는

3.4. 적용되지 아니합니다.

4. ETAS 는 OSS 구성 부품에 대한 라이선스 비용을 청구하지 아니합니다.

4.1.
데이터 수집/사용

5. 본건 소프트웨어는 어떠한 개인 데이터도 수집하지 않습니다.

5.1.

수출 통제 및 세관

각 당사자는 본 계약에 적용되는 외국무역법(국내외 (재)수출 통제 및 관세 규정(금수조치 및 기타 제재 포함)을 포함하되 이에 한정되지 아니함)(이하 "해외무역법")에 따라 그 이행이 금지되거나 저해되는 경우, 본 라이선스 약관에 따른 자신의 의무 이행을 거절할 수 있습니다. 이 경우 각 당사자는 필요한 범위 내에서 본 계약을 해지할 수 있습니다. 기술적

5.2.	또는 법적 이유로 일부 이행이 제외되거나 일방 당사자가 일부 이행에 대한 이해관계가 없는 경우, 해지로 계약 전체가 종료됩니다. 해외무역법상 라이선스, 인가 또는 이와 유사한 요건(이하 "인가")으로 인해 본 계약에 따른 의무 이행이 지연되는 경우, 해당 의무의 이행 시기는 그에 따라 연장/조정되며, 양 당사자는 그러한 지연과 관련된 불이행에 대해 어떠한 책임도 지지 않습니다. 신청서를 제출한 후 12 개월 이내 인가가 거부되거나 승인되지 않는 경우, 각 당사자는 의무 이행에 본 인가가 필요한 범위 내에서 본 계약을 해지하거나 취소할 수 있습니다. 기술적 또는 법적 이유로 일부 이행이 제외되거나 일방 당사자가 일부 이행에 대한 이해관계가 없는 경우, 해지로 계약 전체가 종료됩니다.
5.3.	각 당사자는 제 5.1 조에 대한 이행을 금지 또는 저해하거나 제 5.2 조에 따른 이행 지연을 초래할 수 있는 해외무역법을 인지한 경우, 합리적인 기간 내 상대방에게 통지해야 합니다.
5.4.	ETAS 의 요청이 있는 경우, 귀하는 해외무역법을 준수하기 위해 필요하거나 해외무역법과 관련하여 당국이 요청하는 모든 정보 및 문서를 제공해야 합니다. 이러한 정보 및 문서에는 최종 고객/사용자, 목적지 및 제공품과 서비스의 의도된 최종 용도에 대한 정보가 포함되며 이에 한정되지 아니합니다. 귀하가 합리적인 기간 내 그러한 정보 또는 문서를 제공하지 않는 경우, ETAS 는 단독 재량으로 주 계약에 따른 의무 이행을 거부하거나 주 계약을 해지할 수 있습니다.
5.5.	관련 법률이 허용하는 한도 내에서, ETAS 는 제 5.1 조, 제 5.2 조 및 제 5.4 조에 따라 ETAS 가 주 계약에 따른 의무를 이행하지 않거나 주 계약을 해지함으로써 발생하는 손해배상 청구에 대해 어떠한 책임도 지지 않습니다.

6.

6.1.	보증/책임
6.2.	법이 허용하는 한도 내에서, 본건 소프트웨어는 기술 지원 없이, 잠재적 하자를 포함하여 '있는 그대로', 혹은 '사용 가능한 상태로' 제공됩니다. 평가는 전적으로 귀하의 책임 하에 이루어집니다.
6.3.	중대한 하자 및 소유권의 하자에 관한 보증은 당사가 각각의 하자를 사기적으로 은폐한 경우를 제외하고는 배제됩니다. ETAS 는 중과실 및/또는 고의가 없는 한 손해배상 책임을 부담하지 않습니다. 독일 제조물책임법(German Product Liability Act)에 따른 책임은 그로 인하여 영향을 받지 아니합니다.

상기 책임 규정은 ETAS 의 법적 대리인 및 ETAS 의 대리인에도 적용됩니다.

상업적 보호권 또는 저작권에 근거하여 청구가 제기되는 경우, 귀하는 이를 당사자에 지체 없이 알려야 하며, 당사가 요구하는 경우 즉시 본건 소프트웨어 사용을 중지하고 삭제해야 합니다. 이 경우 귀하의 청구는 배제됩니다.

6.4.

6.5.

계약기간 및 계약 해지:

7.

7.1. 본 EULA 는 무기한 유효합니다. 정당한 사유로 해지를 통지할 수 있는 당사자들의 권리는 이로 인해 영향을 받지 아니합니다. 특히 본 EULA 에 따라 부여된 사용 권한을 초과하거나 다른 방식으로 본 계약에 따른 권리 및 의무를 위반하고 ETAS 가 이러한 이유로 계약 관계를 지속할 것으로 기대할 수 없는 경우 중요한 사유가 존재한다고 봅니다.

7.2. 계약 체결 이후 발생한 법률 및/또는 규제 변경으로 인하여 계약 이행이 더 이상 가능하지 않을 경우, ETAS 는 본 계약을 해지할 권리를 보유합니다.

7.3. 본 계약이 해지되는 경우, 본건 소프트웨어의 사용을 즉시 중단하고, 본건 소프트웨어 및 그 사본을 영구적으로 삭제해야 합니다.

8.

8.1. **지원:**

귀하는 보증에 관한 권리 외의 업데이트 또는 자문과 같은 유지보수 및/또는 지원 서비스의 제공을 청구할 수 없습니다.

9.

9.1.

9.2. **적용 법률, 관할권, 온라인 분쟁 해결:**

독일연방공화국의 실체법은 유효하고, 국제물품매매계약에 관한 유엔협약(UN Convention on the International Sale of Goods)의 규정의 적용은 배제됩니다.

9.3. 본 EULA 는 독일 법률에 의해 규율됩니다. 이러한 준거법의 선택은 사용자의 상거소가 있는 국가의 법에 따라 합의로 훼손될 수 없는 조항에 의하여 사용자에게 부여된 보호를 박탈하는 효력을 가져서는 안 됩니다(호의성 원칙).

유럽연합 집행위원회(The European Commission)는 온라인 분쟁해결 플랫폼(ODR platform)을 제공합니다. 본 플랫폼은 온라인 판매 계약 및 온라인 서비스 계약의 계약상 의무와 관련된 분쟁을 법원 외에서 해결하기 위한 연락처로 활용됩니다. 본 플랫폼은

http://ec.europa.eu/consumers/odr/을 통해 접속할 수 있습니다.

ETAS 는 소비자 중재판정부에 의한 분쟁해결절차에 참여하지 않습니다.

기타 조항:

9.4.

계약의 개별 조항 또는 일부가 무효이더라도 나머지 조항 및 부분은 계속 유효합니다.

10.

10.1.

10.2.

귀하는 (i) 거래 또는 사업 수행 과정에서, 그리고 상업적 목적으로는 본건 소프트웨어를 사용하지 않을 것이고, (ii) 미국 정부의 금수조치 대상이거나 미국 정부가 '테러지원' 국가로 지정한 국가에 소재하지 아니하며, (iii) 미국 정부의 그 어떠한 금지 또는 제한 대상자 명단에 등록되어 있지 않음을 선언하고 보증합니다.

부록 A: 국가별 이용약관:

1. 미국의 경우:

2. 인도의 경우:

    a. 한국의 경우:

    제 9.1 조는 다음과 같은 내용으로 대체됩니다:

    "대한민국의 실체법은 유효하고, 국제물품매매계약에 관한 유엔협약(UN Convention on the International Sale of Goods)의 규정의 적용은 배제됩니다"

    제 9.2 조는 다음과 같은 내용으로 대체됩니다:

    "본 EULA 는 대한민국의 법률에 의해 규율됩니다. 본 계약으로 인해 발생하는 모든 계약 분쟁에 대한 관할 및 재판권은 서울중앙지방법원이 갖습니다. 이러한 준거법의 선택은 사용자의 상거소가 있는 국가의 법에 따라 합의로 훼손될 수 없는 조항에 의하여 사용자에게 부여된 보호를 박탈하는 효력을 가져서는 안 됩니다(호의성 원칙)."