

한국내쇼날인스트루먼트(주)
서울시 강남구 영동대로 96길 20
대화빌딩 8층
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Tel: (02) 3451-3400 Fax: (02) 3451-3451



김 찬민
E-mail: chanmin.kim@ni.com

Quotation No.: 1235441
Quotation Date: 2018-JUL-12
Quote Valid Until: 2018-AUG-11

포항공과대학교
이종건
경북 포항시 남구
효자동 산31번지
포항공과대학교
790-784

Contact Number: 5289497
Phone: +82 (010) 2478-3025

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Line No.	Part Number	Description	Qty.	Unit Price	Amount
1	940024-01	Academic Site License Teaching Standard Service Program Non Concurrent Software Service, 1 YR Renewal of ACADEMIC LABVIEW FDS TEACHING (10 USER) S/N M64X36736 ACADEMIC SITE LICENSE TEACHING STANDARD SERVICE PROGRAM From 12-JUL-18 - 11-JUL-19	1	2,414,000	2,414,000
2	784211-03	Media Request, Academic Site License, USB	1	0	0

Sub Total:	2,414,000 KRW
V.A.T:	241,400 KRW
Total:	2,655,400 KRW

통화 단위: 원화

추가정보:

- Payment Terms: Net 30 End of Next Month
- 배송방법: NI to pay freight

이 문서에 표시된 날짜는 미국 중부 표준시(Central Time Zone)를 기준으로 합니다.

본 견적서는 http://www.ni.com/pdf/legal/us/terms_and_conditions_Korea.pdf 에서 이용 가능한 National Instruments Terms and Conditions of Sale("기본 판매조건")과 함께 제공되고 그 조건의 적용을 받습니다. 고객은 기본판매조건의 모든 내용(책임제한 및 부인 규정 포함)을 숙지하고 이해하였으며 이로써 기본판매조건을 승낙함을 확인합니다.

귀사의 발주서 양식이 있는 경우, 발주서와 본 견적서 하단에 서명하여 함께 발송 바랍니다.
귀사의 발주서 양식이 없는 경우, NI에서 제공하는 본 견적서 하단에 서명하여 발송 바랍니다.
발주요청: tmd.korea.orders@ni.com 또는 팩스 02-3451-3451
납기문의: sales.request.korea@ni.com
(견적단계에서는 정확한 납기에 대한 확인이 불가하오니 발주시 문의 주시기 바랍니다.)

견적서에 관한 내용은 하단의 Sales Representative에게 문의하시기 바랍니다.



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감사합니다
한국내쇼날인스트루먼트(주)

Sales Representative - 김 찬민

고객서명 및 날짜

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한국내쇼날인스트루먼트(주)
서울시 강남구 삼성동 169번지 대화빌딩 (우)135-882
TEL (82-2)3451-3400 FAX (82-2) 3451-3451

한국내쇼날인스트루먼트(주) Customer Information Sheet

원활한 주문 처리를 위해 필요한 아래의 정보를 기입하여 발주서와 함께 회신 해 주시기 바랍니다.
기입 및 회신이 없을 경우, 주문 처리에 지연이 발생할 수 있습니다.
본 주문 건에 대해 하기 두 가지의 결제 방법 중 하나를 선택하시어 관련 정보를 입력하여 주시기 바랍니다.

결제 및 배송정보

(선택 1) 카드결제 고객

배송 정보 (Delivery Information)	배송지 주소(Address)	(우편번호(Postal Code) :)
	수령인 이름(Name)	
	수령인 연락처(Phone)	

n 카드결제의 경우 세금계산서가 발행되지 않습니다.

(선택 2) 세금계산서 결제 고객

배송 정보 (Delivery Information)	배송지 주소(Address)	(우편번호(Postal Code) :)
	수령인 이름(Name)	
	수령인 연락처(Phone)	
세금계산서 정보 (Tax invoice Information)	세금계산서 발행을 위한 사업자등록증 사본을 첨부해 주시기 바랍니다.	

시험 등록 정보

NI 시험에 대한 발주(신청)시에는 하기의 정보를 기재하여 주시기 바랍니다.

(Training Credit 및 Membership은 당사 웹사이트 ni.com에서 교육신청이 가능합니다.)

교육 정보 (Education Information)	시험명 (Exam)	
	일시 (Date/Time)	
	교육장 (Location)	서울(), 대전(), 기타()

-해당 정보는 발주 처리를 위해서만 사용되며, 당사와 계약이 체결되지 않은 경우에는 즉시 파기됩니다.

감사합니다
한국내쇼날인스트루먼트(주)

www.ni.com/ko

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For NI Korea

**NATIONAL INSTRUMENTS
TERMS AND CONDITIONS OF SALE**

The terms and conditions detailed herein ("Agreement") apply to your ("Customer") purchase from NI of NI hardware ("Hardware"), licenses to use NI software ("Software"), and Non-NI Branded Products (collectively the "Product(s)"), as well as training, services, and support related to Hardware and Software ("Services"). NI means the National Instruments affiliate identified on the Quote, order acknowledgement, or invoice, or in the absence of an identified National Instruments affiliate, then National Instruments Corporation. THIS AGREEMENT SHALL APPLY UNLESS CUSTOMER AND NI HAVE ENTERED INTO A SEPARATE SIGNED AGREEMENT APPLICABLE TO THE PURCHASE OF THE PRODUCTS OR SERVICES. By placing an order with NI, Customer agrees to be bound by the terms of this Agreement. NI EXPRESSLY OBJECTS TO AND REJECTS ANY TERMS AND CONDITIONS IN CUSTOMER'S PURCHASE ORDER OR OTHER SIMILAR DOCUMENT. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, PROMPTLY NOTIFY NI AND RETURN THE PRODUCT UNUSED IN ITS ORIGINAL PACKAGING TO NI.

1. PRICES AND ORDERS. Prices are set forth in the quotation issued by NI to Customer ("Quote"). All Quotes expire thirty (30) days from date of issuance, unless otherwise stated in the Quote. All orders are subject to acceptance at the sole discretion of NI. Orders will be considered accepted once NI books an order and sends Customer a sales order acknowledgement. NI shall not be bound by changes to an order unless agreed by NI in writing. NI reserves the right to cancel any order if any information provided by Customer to NI is inaccurate and NI in its reasonable discretion decides that it cannot perform its obligation under this Agreement due to such inaccuracy of information. NI reserves the right to suspend or cancel any order if Customer has any outstanding payments due to NI or is not in good standing.

2. PAYMENT AND INVOICING. Payment is due at the time the order is placed, unless Customer is approved for credit. Payment shall be in the currency listed on the NI invoice. For all sums not paid when due, NI reserves the right to impose interest daily at a monthly rate of one point five percent (1.5%) or the highest rate permissible by applicable law. If there are multiple units in an order, each unit will be invoiced when shipped. For nonstandard invoice processes requested by Customer, NI reserves the right to impose a five percent (5%) processing fee and any amounts NI is required to pay to government authorities on behalf of Customers (if required).

3. DELIVERY, TITLE and RISK OF LOSS. Title and risk of loss to Products (for Software, the media only) shall pass to Customer upon the occurrence of either of the following: (a) if Customer is, or agrees to be, the importer of record, upon the shipment from NI, NI's affiliated companies or a warehouse used by NI; or (b) if NI is, or agrees to be, the importer of record, upon either of the shipment of Products from NI's affiliated companies and the completion by NI of the customs import clearance at the customs having jurisdiction over the imports of the Products, or the shipment of Products from a local warehouse used by NI, if applicable; provided however, NI retains a security interest and right of possession in the Products until Customer makes payment in full. For Products to be delivered within the same country as the NI entity accepting the order, NI will arrange the shipping; however, Customer is responsible for all shipping and handling fees set forth in the invoice. If Customer chooses to arrange for shipping or if the order is placed with an NI entity outside the country of the applicable shipping destination, Customer is responsible for all shipping and handling, including fees, customs, formalities and clearance. NI shall make commercially reasonable efforts to ship Products on the relevant shipment dates set forth in the sales order acknowledgement or any other relevant document. However, any shipment dates provided by NI are estimates only, and NI shall have no liability for losses or claims resulting from late delivery of Products. Claims for shipment shortage shall be deemed waived unless presented to NI in writing within forty-five (45) days of the invoice date.

4. TAXES. Prices exclude, and Customer is responsible for, all sales, use, service, value added, and like taxes ("Taxes") arising from the purchase of the Products and Services. If Customer is exempt from any Taxes, it must provide NI with the appropriate tax exemption documentation at the time the order is placed.

5. SOFTWARE. Software is licensed pursuant to the software license agreements provided with the software or, in the absence of such license agreements, the National Instruments Software License Agreement available at ni.com/legal at the time of order. All software is licensed, not sold, and title to the software remains with the applicable licensor(s).

6. NON-NI BRANDED PRODUCTS. Non-NI Branded Products that NI resells may not be testable or repairable by NI, and it may be necessary for Customer to contact the manufacturer or the publisher for service or any warranty claims. NI does not warrant, has no obligation to support, and shall have no liability for Non-NI Branded Products. The Limited Warranty and NI Intellectual Property Liability sections of this Agreement do not apply to the sale and purchase of Non-NI Branded Products. "Non-NI Branded Products" means any third-party hardware, software, or service that NI sells, but does not carry an NI mark.

7. SERVICES. In addition to the terms and conditions of this Agreement, Services provided by NI are also subject to any service agreements or statements of work agreed upon in writing by the parties or, as applicable, to the NI service terms and conditions, available at ni.com/legal/service/terms.

8. RETURN POLICY. Subject to the requirements of this Agreement, Customer may return standard Hardware and Software within thirty (30) days of the invoice date. NI reserves the right to charge Customer a fifteen percent (15%) restocking fee for any Products returned to NI. No returns will be accepted after the thirty (30) day period has expired. A Return Material Authorization (RMA) number is required for Customer to return any Products. Acceptance of returns of customized Products and Non-NI Branded Products is in the reasonable discretion of NI.

9. LIMITED WARRANTY. For a period of one (1) year from the invoice date or for such longer period as specified and agreed to in the Quote, NI warrants that its Hardware will be free of defects in materials and workmanship that cause the Hardware to fail to substantially conform to the then applicable NI published specifications. For a period of ninety (90) days from the invoice date or for such longer period as specified and agreed to in the Quote, NI warrants that the Software (i) will perform substantially in accordance with the applicable documentation provided with the Software and (ii) the Software media will, in the form received from NI, be free from defects in materials and workmanship. NI warrants that the Services will be performed in a good and workmanlike manner. If NI receives notice of a defect or non-conformance during the applicable warranty period, NI will, in its sole discretion: (i) repair or replace the affected Hardware or Software, (ii) re-perform the affected Services, or (iii) refund the fees paid for the affected

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Hardware, Software or Services. Repaired or replaced Hardware or Software will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer. If NI elects to repair or replace Hardware, NI may use new or refurbished parts or products that are equivalent to new in performance and reliability and are at least functionally equivalent to the original part or Hardware. Customer must obtain an RMA number from NI before returning any Hardware under warranty to NI. Customer will pay shipping expenses to send the affected Hardware to NI, and NI will pay shipping expenses to return the Hardware to the Customer. If, however, NI concludes, after examining and testing returned Hardware, that it is not covered by the Limited Warranty, NI will notify Customer and return the Hardware at Customer's expense. NI reserves the right to charge a fee for examining and testing Hardware not covered by the Limited Warranty. This Limited Warranty does not apply if the defect of the Hardware or Software resulted from improper or inadequate maintenance, installation, repair, or calibration (performed by a party other than NI); unauthorized modification; improper environment; use of an improper hardware or software key; improper use or operation outside of the specifications for the Hardware or Software; improper voltages; accident, abuse, or neglect; or a hazard such as lightning, flood, or other act of nature. THE REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND THE CUSTOMER'S SOLE REMEDIES, AND SHALL APPLY EVEN IF SUCH REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

10. NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND NI DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO ALL PRODUCTS AND SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NI DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

11. WARNING AND CUSTOMER INDEMNITY. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT PRODUCTS AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR TESTED FOR USE IN LIFE OR SAFETY CRITICAL SYSTEMS, HAZARDOUS ENVIRONMENTS OR ANY OTHER ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING IN THE OPERATION OF NUCLEAR FACILITIES; AIRCRAFT NAVIGATION; AIR TRAFFIC CONTROL SYSTEMS; LIFE SAVING OR LIFE SUSTAINING SYSTEMS OR SUCH OTHER MEDICAL DEVICES; OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE PRODUCT OR SERVICE COULD LEAD TO DEATH, PERSONAL INJURY, SEVERE PROPERTY DAMAGE OR ENVIRONMENTAL HARM (COLLECTIVELY, "HIGH-RISK USES"). FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. NI EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS OF THE PRODUCTS OR SERVICES FOR HIGH-RISK USES. CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD NI HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS AND SERVICES FOR ANY HIGH-RISK USES, INCLUDING ARISING FROM CLAIMS FOR PRODUCT LIABILITY, PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI.

12. SYSTEM AND APPLICATION RESPONSIBILITY AND ADDITIONAL INDEMNITY. CUSTOMER ACKNOWLEDGES THAT IT IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY AND RELIABILITY OF THE PRODUCTS OR SERVICES WHENEVER THE PRODUCTS OR SERVICES ARE INCORPORATED IN CUSTOMER'S SYSTEM OR APPLICATION, INCLUDING THE APPROPRIATE DESIGN, PROCESS, AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION. FURTHER, CUSTOMER MUST TAKE PRUDENT STEPS TO PROTECT AGAINST PRODUCT AND SERVICE FAILURES WHEN PRODUCTS AND SERVICES ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING PROVIDING BACK-UP AND SHUT-DOWN MECHANISMS. CUSTOMER SHALL DEFEND, INDEMNIFY, RELEASE AND HOLD NI HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, INCLUDING LAWSUITS, ARBITRATIONS, AND/OR ADMINISTRATIVE ACTIONS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF CUSTOMER'S INCORPORATION OF THE PRODUCTS OR SERVICES INTO CUSTOMER'S SYSTEM OR APPLICATION, REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI.

13. INTELLECTUAL PROPERTY LIABILITY. NI agrees to defend any third-party claim that alleges the Hardware, Software or Services infringe any patent, copyright, or trademark validly registered in the Republic of Korea ("Claim"), provided that Customer notifies NI immediately upon learning of any Claim, or any allegation that the grounds for a Claim may exist, grants NI sole control over the defense and settlement of the Claim, and cooperates fully with NI in preparing a defense for any Claim. NI agrees to pay any final judgment or settlement resulting from any Claim, provided that the settlement is entered into in accordance with this Section. NI shall not be liable for a settlement made without its prior written consent. Notwithstanding the foregoing, NI shall have no obligation under this Section for any claim relating to or arising from (a) Customer's modifications of Hardware, Software or Services; (b) failure to use Hardware, Software or Services in accordance with the applicable documentation provided by NI; (c) the combination, operation, or use of Hardware, Software or Services with any hardware, software or service not provided by NI; (d) the compliance of NI with Customer's specifications or directions, including the incorporation of any software or other materials provided by or requested by Customer; or (e) Non-NI Branded Products.

The foregoing states the Customer's sole remedy for, and the entire liability and responsibility of NI for, infringement of any patent, trademark, or copyright or other intellectual property rights. THIS LIMITED INDEMNITY IS IN LIEU OF ANY IMPLIED WARRANTY AGAINST INFRINGEMENT.

In any event, if NI believes in its reasonable opinion the Hardware, Software, or Services may be alleged to be infringing, for the purposes of mitigating any potential damages, NI may, at its sole discretion, (i) procure for the Customer the right to continue to use the Hardware, Software, or Services; (ii) replace them with comparable Hardware, Software or Services that are free of such infringement; or (iii) refund the fees paid by Customer, and in the event of either (ii) or (iii), Customer shall promptly return the Hardware to NI and/or terminate the use of the Software or Services.

14. PROPRIETARY RIGHTS. NI reserves all right, title, and interest in any intellectual property rights contained or embodied in Products, or resulting from the Services, including any custom developments created or provided by NI under this Agreement. Nothing in this Agreement will be deemed to grant to Customer any ownership rights in or license rights to such intellectual property.

15. LIMITATION OF LIABILITY. NI SHALL NOT BE LIABLE FOR (I) SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES; OR (II) ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE, INCLUDING ANY COSTS OF OBTAINING SUBSTITUTE PRODUCTS OR SERVICES; (B) LOSS OF, CORRUPTION OF, OR LOSS OF USE OF ANY PRODUCTS,

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HARDWARE, SOFTWARE OR DATA; (C) LOSS OF REVENUE, PROFIT, OR BUSINESS OPPORTUNITY; (D) BUSINESS INTERRUPTION OR DOWNTIME; OR (E) INABILITY TO ACHIEVE A PARTICULAR RESULT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF NI ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES, SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM. THIS SECTION: (1) APPLIES TO NI AND ITS LICENSORS, DISTRIBUTORS, AND SUPPLIERS (INCLUDING ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS), (2) REFLECTS AN ALLOCATION OF RISK BETWEEN NI AND CUSTOMER IN VIEW OF THE PURCHASE PRICE OF THE PRODUCTS AND SERVICES, (3) APPLIES EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED OR ACTUAL NEGLIGENCE OF NI, AND (4) REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE, TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE OR FAILS OF ITS ESSENTIAL PURPOSE, THE SOLE LIABILITY OF NI TO CUSTOMER SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (50,000 USD).

16. FORCE MAJEURE. NI shall not be responsible and/or liable for any delay and/or failure to perform due to any cause beyond its reasonable control, including acts of God or force of nature such as landslide, flood or fire, acts of governments such as declaration of state of emergency, acts of terrorism, strike or riots (which substantially affect the execution of this Agreement and/or delivery of the Products or Services), interruptions of telecommunications, power and/or transportation, failure of contractors and/or suppliers appointed by the Customer or inability to obtain necessary labor and/or materials (as the case may be) ("Force Majeure Event"). In the event of a Force Majeure Event, neither the failure nor omission of NI to perform is obligations under this Agreement shall be treated as failure or omission to comply with this Agreement and NI reserves the right to cancel the applicable order without any liability to Customer.

17. EXPORT AND SANCTIONS LAWS AND COMPLIANCE. Products (which, for purposes of this Section, shall include the software and technology incorporated in or supplied with a Product and Service) purchased from NI are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). In addition, Products distributed from NI's distribution center in Europe are subject to control under the European Union ("EU") Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations. Products may not be exported or re-exported to any country where sanctions are imposed by the U.S. government (which currently includes Cuba, Iran, North Korea, Republic of Sudan and Syria but which may be modified by the U.S. government from time to time). Customer agrees it will comply with the export laws and trade sanctions of all applicable countries and will not export, re-export or transfer Products purchased from NI without the required authorization, including an export or re-export license issued by the U.S. authorities, or to any prohibited destination or for a prohibited end-use. Products may also require export license(s) issued by the applicable authorities before being returned to NI. The issuance of a Quote, a sales order acknowledgment, or a RMA by NI does not constitute export authorization. Customer represents and warrants it is not ineligible or otherwise restricted by U.S. or applicable law to receive Products and it will not export, re-export, or provide Products to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. In order to determine whether an export license(s) is required for a specific transaction from all the applicable authorities, NI reserves the right to require end-use, end-user, or destination address information regarding the Products from the Customer. NI reserves the right to refuse and/or cancel any order without any liability to Customer if, at any time, NI believes that any export controls or trade sanctions laws may be violated. See ni.com/legal/export-compliance for more information.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the Republic of Korea ("Korea"), without regard to principles of conflicts of laws. The parties submit to the personal jurisdiction of the Seoul Central District Court in Seoul, Korea. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Products will not apply to this Agreement.

19. UPDATES. NI reserves the right to update this Agreement at any time, effective upon posting an updated version at ni.com/legal/termsofsale; however, the terms and conditions in effect at the time of purchase shall apply to that purchase of Products or Services.

20. GENERAL TERMS. This Agreement, and any terms incorporated herein by reference, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether written or oral, with respect to that subject matter. Customer acknowledges reading this Agreement, understands these terms, and agrees to be bound by them. This Agreement may not be altered, supplemented, or amended by the use of any other document unless otherwise agreed in writing by NI. No delay or failure by NI to exercise any right it has under this Agreement shall impair or be construed as a waiver of such right. A waiver of any provision of this Agreement by NI must be in writing and shall not be construed as a waiver or modification of any other term hereof, or as a continuing waiver of any provision. The term "including" as used in the Agreement should be construed as "including without limitation". For the avoidance of doubt, whenever the term "purchase" is used herein with respect to Software, it shall mean the purchase of a license for Customer to use the applicable Software. If any part, term, or provision of this Agreement is held illegal, unenforceable, or in conflict with any applicable and enforceable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the illegal, unenforceable, or conflicting part, term, or provision shall be reformed by a court of law with binding authority to the maximum extent possible to reflect the intent of this Agreement. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the parties with respect to this Agreement.

January 2018