

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) IS BETWEEN YOU (AS AN INDIVIDUAL OR LEGAL ENTITY) AND YAMAHA CORPORATION (“YAMAHA”) REGARDING THE API (Application Programming Interface) TO BE USED WITH YVC-1000, YVC-300, YVC-200 AND OTHER YVC SERIES (“LICENSED SOFTWARE”).

YOU SHALL USE THE LICENSED SOFTWARE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY PLACING THE LICENSED SOFTWARE IN A USABLE CONDITION (INCLUDING BUT NOT LIMITED TO DOWNLOADING OR INSTALLATION), YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PROMPTLY TERMINATE DOWNLOADING OR INSTALLATION OR DELETE THE LICENSED SOFTWARE’S FILES.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE.

Section 1. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

- (1) “You” as used in this Agreement, means the party, whether an individual or legal entity, that has properly acquired the Licensed Software.
- (2) “Licensed Software” means the programs and data files that make up the Licensed Software, including version upgrade programs and data files that may be distributed to you in the future under certain conditions.
- (3) “Use of the Licensed Software” means that the Licensed Software, or a part of it, has been loaded into the temporary memory or installed in the permanent memory of a computer or device.
- (4) “Developed Software,” based on this Agreement, refers to an object code format application program that you design using the Licensed Software so that said program can operate the Product’s prescribed functions.
- (5) “Product” refers to Yamaha YVC-1000, YVC-300, YVC-200 and other YVC series.

Section 2. GRANT OF LICENSE AND COPYRIGHT

Subject to the terms and conditions of this Agreement, Yamaha hereby grants you a non-exclusive, non-transferable, non-sublicensable, and revocable license to (1) use and refer to the Licensed Software for the purpose of developing Developed Software, and (2) license, distribute, or sell Developed Software to third parties (“end users”).

Section 3. PROHIBITED USES

The following actions are prohibited in connection with use of the Licensed Software:

- (1) To revise, add, or make other modifications to the Licensed Software or any part thereof.
- (2) To engage in reverse engineering, disassembling, decompiling, or otherwise deriving a source code form of the Licensed Software or any part thereof by any method whatsoever.
- (3) To sublicense, lend, lease, or otherwise grant use of the Licensed Software or any part thereof to a third party, unless expressly provided elsewhere in this Agreement.
- (4) To separate a part or component from the Licensed Software and use such, unless expressly provided elsewhere in this Agreement.
- (5) To delete, alter, or make illegible copyright notices included in the Licensed Software.
- (6) To use the Licensed Software and operate the Product's prescribed functions in a manner that causes harm or injury to another party (including the end user or Yamaha).

Section 4. COPYRIGHT AND OWNERSHIP

1. You agree that any and all rights, titles and interests in the Licensed Software, including all copyrights and other intellectual property rights therein, shall at all times remain solely and exclusively with Yamaha and be protected by relevant copyright laws, trade secret laws, and all applicable international treaty provisions.
2. All rights and interests not expressly granted to you hereunder are reserved by Yamaha, and nothing in this Agreement shall be construed as assignment or transfer to you of Yamaha's rights, titles, or interests in whole or in part. The license granted hereunder is personal to you and neither it nor any of the rights or obligations under this Agreement may be assigned, sublicensed, or otherwise encumbered by you to any third party.

Section 5. OPERATION CHECK

You are responsible, at your own expense, for confirming that the Developed Software properly operates the Product's prescribed functions. If the Developed Software does not properly operate the Product's prescribed functions, you shall be responsible for modifying the Developed Software so that it properly does so.

Section 6. YAMAHA TECHNICAL SUPPORT

Yamaha, at its own discretion, may post technical information related to the Licensed Software on its website at the URL indicated below. However, under no circumstances will Yamaha be obligated to provide you with support or advice regarding the Licensed Software.

(<https://uc.yamaha.com/>)

Section 7. DEVELOPED SOFTWARE MAINTENANCE, SUPPORT, AND UPDATES

- (1) You are responsible for maintaining and updating the Developed Software so that said software properly operates the Product's prescribed functions.
- (2) You shall not perform any action that may make the end user believe that the developer of the Developed Software is Yamaha or a company affiliated with Yamaha.

(3) You are responsible, at your own expense, for providing support as needed to the Developed Software's end user. If a dispute arises between you and the end user regarding the Developed Software, you shall resolve the dispute at your own expense and shall not cause inconvenience to Yamaha and companies affiliated with Yamaha.

(4) If Yamaha, at its own discretion, (i) determines that the Developed Software does not properly operate the Product's prescribed functions, (ii) determines that the Developed Software includes or provides content that does not conform to the latest policies and other conditions presented by Yamaha at the time, (iii) determines that the Developed Software violates or runs the risk of violating a third party's intellectual property rights, (iv) reasonably determines that the Developed Software will adversely affect the end user, or (v) determines that the Developed Software is otherwise contrary to public policy, Yamaha may request that you stop distributing the Developed Software, and you shall immediately comply with that request.

(5) If you update the Developed Software, fix a bug, or make similar corrections to the Developed Software, you shall check the operation of the Developed Software afterward as specified in Section 5.

(6) Yamaha may publish updated versions of the Licensed Software or versions that have had bugs fixed or other corrections made. If said Licensed Software is published, you shall use the corrected Licensed Software as instructed by Yamaha in order to correct/revise the Developed Software.

Section 8. LIMITED WARRANTY

1. YAMAHA MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE LICENSED SOFTWARE OR OF ANY CONTENT OR INFORMATION YAMAHA HAS PROVIDED FOR ANY PURPOSE. THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

2. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE LICENSED SOFTWARE REMAINS WITH YOU. YAMAHA DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE LICENSED SOFTWARE OR ANY DOCUMENTATION ATTACHED THERETO.

3. THIS WARRANTY IS GIVEN IN LIEU OF ALL WARRANTIES, CONDITIONS, TERMS, UNDERTAKINGS, AND OBLIGATIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, AND COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

Section 9. COMPENSATION

(i) If you violate a provision specified in this Agreement, or (ii) if the Developed Software, or content distributed or obtainable through the Developed Software, violates a third party's

intellectual property rights, thereby either directly or indirectly causing a dispute with, and damage to, Yamaha and/or a company affiliated with Yamaha, you shall provide full compensation to Yamaha and/or the company affiliated with Yamaha for said damage, and shall not cause inconvenience to Yamaha and/or the company affiliated with Yamaha.

Section 10. LIMITATION OF LIABILITY

NEITHER YAMAHA (INCLUDING ITS SUPPLIERS, DEALERS, DISTRIBUTORS, AND AGENTS) NOR ITS EMPLOYEES SHALL BE LIABLE FOR:

- ANY CLAIM, SUIT, OR DAMAGES OF ANY SORT (WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, SUCH AS DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOSS OF DATA ARISING OUT OF THE USE OF THE LICENSED SOFTWARE, REGARDLESS OF WHETHER YAMAHA HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES)

Section 11. TERMINATION

1. This Agreement shall terminate automatically upon occurrence of any of the following events:

- (1) You fail to comply with any provision of this Agreement;
- (2) Yamaha at any time delivers notification of termination of this Agreement to you; or
- (3) You at any time destroy, erase, and uninstall the Licensed Software and all copies thereof in your possession.

In the event of (1) above, Yamaha shall not be prevented from taking legal action against you, including claims for damages.

2. Upon termination, you agree to destroy the Licensed Software and all copies thereof in your possession.

3. In the event of termination, Sections 3 to 13 of this Agreement shall remain in effect.

Section 12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan. If any provision of this Agreement is found to be illegal, invalid, or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law and the remaining provisions of this Agreement shall remain in full force and effect.

Section 13. JURISDICTION

Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan without reference to conflicts of laws principles.

Section 14. REVISION OF THE AGREEMENT

You agree that this Agreement is the complete and exclusive statement among the parties and

supersedes all other prior communications or agreements among the parties relating to the subject matter of this Agreement. Yamaha may at any time revise this Agreement, and you agree to be bound by this Agreement in the latest form by accepting any such revisions notified by Yamaha or continue to use the Licensed Software knowing such revisions thereafter.