

## GUIDELINE FOR USAGE OF THE PRODUCT

PLEASE READ THIS GUIDELINE FOR USAGE OF THE PRODUCT ("GUIDELINE") CAREFULLY BEFORE USING THIS SOFTWARE, DOCUMENTS, AND DIGITAL MATERIALS INCLUDED IN THE PRODUCT YOU PURCHASED ("PRODUCT"). BY USING THIS SOFTWARE, YOU AGREE THAT THE TERMS AND CONDITIONS OF THIS GUIDELINE WILL GOVERN YOUR USE OF THE SOFTWARE. THIS GUIDELINE IS AMONG YOU (AS AN INDIVIDUAL OR LEGAL ENTITY,) AND YAMAHA CORPORATION ("YAMAHA".)

BY USING THIS SOFTWARE, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS GUIDELINE, AND YOU AGREE TO BE BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS WE ARE UNWILLING TO LICENSE THE USE OF SOFTWARE TO YOU AND YOU SHOULD NOT USE THE SOFTWARE.

### 1. DEFINITIONS

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

**Software:** means software, documents, and electric files developed by Yamaha, including any future versions, improvements, developments, programming fixes, updates and upgrades thereof.

**Synthesized Singing:** means any audio output produced by you, using the Software.

### 2. GRANT OF LICENSE AND COPYRIGHT

Subject to the terms and conditions of this Guideline, Yamaha hereby grants you a non-exclusive, non-sublicensable, non-transferable and revocable license to use the Software. License on the Software are granted to the original purchaser (end-user) of this Product only.

### 3. LIMITATIONS ON USE; PROHIBITED USES

You may not publish or distribute in any manner Synthesized Singing that includes lyrics which are against public policy. You may not use the Software (i) in violation of any applicable law or regulation, (ii) in any manner that might infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (iii) in a manner that is

defamatory, obscene, hateful, threatening, abusive, or otherwise objectionable. In no event will Yamaha be liable for any and all claims, suits or consequential, incidental or special damages arising out of or in connection with your publishing or distributing Synthesized Singing.

#### 4. LIMITED WARRANTY

YAMAHA MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE SOFTWARE, OR SYNTHESIZED SINGING, OR ABOUT ANY CONTENT OR INFORMATION THAT YAMAHA HAS PROVIDED ON THESE DISC(S), FOR ANY PURPOSE. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SOFTWARE REMAINS WITH YOU. YAMAHA DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE OR ANY DOCUMENTATION. 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 BY THE FULLEST EXTENT PERMITTED BY LAW.

#### 5. LIMITATION OF LIABILITY

NEITHER YAMAHA NOR ITS SUPPLIERS, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES, WILL BE LIABLE FOR (a) ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY SORT, SUCH AS DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA ARISING OUT OF THE USE OF THE SOFTWARE OR ARISING OUT OF THE USE OF THE SYNTHESIZED SINGING, WHETHER OR NOT YAMAHA HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL THE MAXIMUM AGGREGATE LIABILITY OF YAMAHA BE IN EXCESS OF THE AMOUNT YOU HAVE PAID FOR THIS PRODUCT.

#### 6. THIRD PARTY SOFTWARE

Third party software and data ("THIRD PARTY SOFTWARE") may be attached to the Software. IF, in the written materials or the electronic data accompanying the software,

Yamaha identifies any software and data as THIRD PARTY SOFTWARE, you acknowledge and agree that you must abide by the provisions of any Guideline provided with the THIRD PARTY SOFTWARE and that the party providing the THIRD PARTY SOFTWARE is responsible for any warranty or liability related to or arising from the THIRD PARTY SOFTWARE. Yamaha is not responsible in any way for the THIRD PARTY SOFTWARE or your use thereof.

\* Yamaha provides no express warranties as to the THIRD PARTY SOFTWARE. IN ADDITION, YAMAHA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, as to the THIRD PARTY SOFTWARE.

\* Yamaha shall not provide you with any service or maintenance as to the THIRD PARTY SOFTWARE.

\* Yamaha is not liable to you or any other person for any damages, including, without limitation, any direct, indirect, incidental or consequential damages, expenses, lost profits, lost data or other damages arising out of the use, misuse or inability to use the THIRD PARTY SOFTWARE.

## 7. GENERAL TERMS

This Guideline is effective until terminated. Failure to comply with any provisions of this Guideline will result in automatic termination of this Guideline and may result in legal action. Yamaha may terminate this Guideline at any time by delivering notice to you and you may terminate this Guideline at any time by stopping the use of the Software. In the event of termination, the following sections of this Guideline will survive: 3, 4, 5, 6, and 7. This Guideline is personal to you and you agree not to assign your rights herein.

The Software is provided with restricted rights. If any provision of this Guideline is illegal or invalid, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Guideline shall remain in full force and effect. This Guideline shall be governed by the laws of Japan and shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan without reference to conflicts of laws principles. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S.

Government list of prohibited or restricted parties. All legal notices, notice of disputes, and any other notice which purports to change these provisions or to assert legal entitlements must be sent in writing to:

If to Yamaha:

Manager, Semiconductor Division

Yamaha Corporation

203 Matsunokijima, Iwata, Shizuoka, 430-0125, Japan

#### 8. ACKNOWLEDGEMENT

You acknowledge that you have read this Guideline, understand it and agree to be bound by its terms and conditions. You also agree that this Guideline is the complete and exclusive statement among the parties and supersede all other prior communications or Guidelines among the parties relating to the subject matter of this Guideline. Yamaha may at any time revise this Guideline, and you agree to be bound by this Guideline in the latest form by accepting any such revisions notified by Yamaha or continue to use the Software knowing such revisions thereafter.