

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 Yamaha video conference system, YVC SERIES ("LICENSED SOFTWARE").

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

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE LICENSED SOFTWARE

BY PLACING THE LICENSED SOFTWARE IN A USABLE CONDITION (INCLUDING BUT NOT LIMITED TO CLICK ON THE AGREE BUTTON, DOWNLOADING OR INSTALLATION), YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

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 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 Licensed Software into 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 copy, amend, alternate, or create derivative works based on the Licensed Software, except as expressly provided herein.

(4) To sublicense, sell, rent, loan, lease, convey or otherwise transfer to any third party, upload to a website or a server computer to which specified or unspecified persons may access, or otherwise grant use of the Licensed Software or any part thereof to a third party, except as expressly provided herein.

(5) To separate a part or component from the Licensed Software and use such, except as expressly provided herein.

(6) To delete, alter, or make illegible copyright notices included in the Licensed Software.

(7) 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 or Yamaha's Licensor, and nothing in this Agreement shall be construed as assignment or transfer to you of Yamaha's or Yamaha's Licensor'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

Under no circumstances will Yamaha be obligated to provide you with support or advice regarding the Licensed Software.

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. 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

YAMAHA'S ENTIRE OBLIGATION HEREUNDER SHALL BE TO PERMIT USE OF THE LICENSED SOFTWARE UNDER THE TERMS HEREOF. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL YAMAHA BE 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 LICENSED SOFTWARE, EVEN IF YAMAHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EVEN IF YAMAHA IS LIABLE, EXCEPT IN CASE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY YAMAHA, IN NO EVENT SHALL YAMAHA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED THE AMOUNT PAID FOR THE LICENSED SOFTWARE.

Section 11. TERMINATION

1. Yamaha may terminate this Agreement at any time without any liability whatsoever to you.
2. 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.
3. Upon termination, you agree to destroy the Licensed Software and all copies thereof in your possession.
4. In the event of termination, Sections 3 to 13 of this Agreement shall remain in effect.

Section 12. SEVERABILITY

In the event that any provision of this Agreement is declared or found to be illegal by any court or tribunal of competent jurisdiction, such provision shall be null and void with respect to the jurisdiction of that court or tribunal and all the remaining provisions of this Agreement shall remain in full force and effect.

Section 13. U.S. GOVERNMENT RESTRICTED RIGHTS NOTICE

The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.72024 (June 1995), all U.S. Government

End Users shall acquire the Software with only those rights set forth herein

Section 14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Japan.

Section 15. 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 16. AMENDMENT OF THE AGREEMENT

1. Yamaha may at its discretion amend, revise or update this Agreement.
2. When Yamaha amend, revise or update this Agreement, Yamaha specifies the amendment contents and the effective date and notify it on YAMAHA 's Website by the reasonable period before the effective date.
3. You may terminate this Agreement before the effective date in accordance with the way that Yamaha specifies if you don't agree with the amendment of this Agreement.