VOCALOID7 Product END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS AN AGREEMENT BETWEEN YOU (AS AN INDIVIDUAL OR LEGAL ENTITY) AND YAMAHA CORPORATION ("LICENSOR") REGARDING THE PRODUCT (AS DEFINED BELOW).

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

BY INSTALLING, COPYING, OR OTHERWISE USING THIS PRODUCT, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, 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 PRODUCT TO YOU AND YOU SHOULD NOT USE THE PRODUCT.

IN THE EVENT THAT TERMS AND CONDITIONS DIFFERENT TO THOSE IN THIS AGREEMENT ARE ATTACHED IN ANY FUTURE VERSIONS, IMPROVEMENTS, DEVELOPMENTS, PROGRAMMING FIXES, UPDATES AND UPGRADES IN RELATION TO THIS PRODUCT ("UPDATES"), SUCH TERMS AND CONDITIONS OF THE UPDATES SHALL PREVAIL UNLESS OTHERWISE CLEARLY STIPULATED THEREIN.

PLEASE NOTE THAT THIS AGREEMENT PROVIDES FOR THE USE OF THIS PRODUCT AND THE SYNTHESIZED SINGING (AS DEFINED BELOW) PRODUCED BY YOU, NOT FOR THE USE OF CHARACTERS (AS DEFINED BELOW) ASSOCIATED WITH THE PRODUCT. FOR THE USE OF THE CHARACTERS, PLEASE COMPLY WITH THE RELEVANT CHARACTER LICENSE AGREEMENTS OR GUIDELINES.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS PRODUCT.

Section 1.　DEFINITIONS

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

"Product" means VOCALOID7 Editor,VOCALOID7 Editor Lite version,VOCALOID7 Editor Trial version, Voice Bank, Voice Bank Trial version respectively, and including any future versions, improvements, developments, programming fixes, updates and upgrades thereof. The words "VOCALOID","VOCALO" and "VOCALO CHANGER" are the trademarks of Yamaha.

"Synthesized Singing" means any audio output produced by you, using the Product except for the one produced by you, using other Voice Bank which is not the Product.

Under this Agreement, the Product is construed to be "in use" on a computer or other device when it, or any part of it, is loaded into the temporary memory or installed in the permanent memory of that computer or device.

"Characters" mean an abstractive concept, the feature of which is embodied in pictorial copyrighted works such as the drawings on the package of the Product.

"Serial Code" means the specific code issued by Licensor to you that enables you to activate and use the Product over the Internet.

Section 2. GRANT OF LICENSE

1. Subject to the terms and conditions of this Agreement, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Product.

2. You are entitled to use the Product on one single computer only.

Section 3. USE OF SYNTHESIZED SINGING

You may use the Synthesized Singing produced by you for commercial or non-commercial purposes.

However, if you incorporate the Synthesized Singing into any product bearing, in whole or in part, Licensor's trademarks, the name of the Product, or any other similar expression (collectively, the "Licensed Indications"), and commercially exploit such product by means of, including but not limited to, sale, distribution, public performance, public transmission, streaming, display or otherwise, you must obtain Licensor's prior written consent.

Depending on the manner of use, Licensor may require you to enter into a separate license agreement and/or pay an additional license fee as a condition of such consent.

Section 4. PROHIBITED USES

The following uses of the Product and/or Synthesized Singing are prohibited hereunder (except for the uses permitted by copyright laws or other applicable laws and regulations):-

(1) to use the Product or Synthesized Singing to engage in any act in violation of laws or public policy.

(2) to publish or distribute in any manner the Synthesized Singing which might violate the publicity or other personal rights of any third party including the original singer (voice artist) of the Product.

(3) to use and distribute the Product or any part thereof as a component of your software or the third party's software.

(4) to engage in reverse engineering, disassembling, decompiling or otherwise deriving a source code form of the Product by any method whatsoever.

(5) to (i) reproduce or duplicate any part of the Product, regardless of whether as it exists on the included disc(s) or by any means of reformatting, mixing, filtering, re-synthesizing, processing or otherwise editing for use in another product or for resale, or in any way that may enable others to obtain a copy of the Product, (ii) distribute the Product or any part thereof on a public bulletin board, ftp site, World Wide Web site, or by any other means, (iii) electronically transfer or post the Product or any part thereof to another person or group of persons over the internet or place it or any part thereof in a computer/sampler network to be accessed by multiple users, or (iv) reproduce, modify, change, rent, lease,

resale, or distribute the Product in whole or in part, or create derivative works thereof.

(6) to leave the Product unattended and operable by a bystander.

(7) to remove, alter or make it illegible copyright notices on the Product.

(8) to use for a third party, or to provide for a third party to use, the Product as part of recording studio or rental company services except for the use for education in school.

(9) to disclose, make available, rent, assign, sell, or encumber Serial Code to any third party.

(10) to use the Product or Synthesized Singing for the development of any software products or services (including artificial intelligence (AI) systems) that are similar to or imitate the Product and voicebanks referenced by the Product.

(11) to use the Product or Synthesized Singing as training material for an artificial intelligence (AI) system or other machine learning.

(12) to breach any terms and conditions of this Agreement.

(13) to decrypt encrypted data included in or referenced by the Product, or to alter or remove an electronic signature attached to such data, without the permission of the rights holder.

Section 5. COPYRIGHT AND OWNERSHIP

1. You agree that any and all rights, titles and interests in the Product, including all copyrights and other intellectual property rights therein, shall at all times remain solely and exclusively with Licensor and 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 Licensor, and nothing in this Agreement shall be construed as assignment or transfer to you of the 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 nor obligations under this Agreement may be assigned, sublicensed or otherwise encumbered by you to any third party.

Section 6. LIMITED WARRANTY

1. LICENSOR MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE PRODUCT, PLUG-IN SOFTWARE OR SYNTHESIZED SINGING, OR ABOUT ANY CONTENT OR INFORMATION LICENSOR HAS PROVIDED FOR ANY PURPOSE. THE PRODUCT 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 PRODUCT OR THE PLUG-IN SOFTWARE REMAINS WITH YOU. LICENSOR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE PRODUCT OR THE PLUG-IN 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 BY THE FULLEST EXTENT PERMITTED BY LAW.

Section 7. LIMITATION OF LIABILITY

1. NEITHER LICENSOR (INCLUDING ITS SUPPLIERS, DEALERS, DISTRIBUTORS AND AGENTS) NOR ITS EMPLOYEES SHALL BE LIABLE FOR THE FOLLOWING, EXCEPT WHERE OCCURING FOR REASONS ATTRIBUTABLE TO THE LICENSOR:-

(1) 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 PRODUCT, THE PLUG-IN SOFTWARE OR THE SYNTHESIZED SINGING, REGARDLESS OF WHETHER LICENSOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES), OR

(2) ANY CLAIM OR SUIT BY A THIRD PARTY FOR, INCLUDING BUT NOT LIMITED TO, INFRINGEMENT AND DAMAGES.

(3) ANY DAMAGES CAUSED BY LOSS OF SERIAL CODE REGARDLESS OF ANY REASON.

2. EVEN WHERE DAMAGES TO YOU ARE ATTRIBUTABLE TO LICENSOR OR ITS EMPLOYEES, IF SAID DAMAGES ARE DUE TO SLIGHT NEGLIGENCE ON THE PART OF LICENSOR, THE MAXIMUM AGGREGATE LIABILITY OF LICENSOR SHALL NOT BE IN EXCESS OF THE AMOUNT YOU HAVE PAID FOR THIS PRODUCT AND/OR THE PLUG-IN SOFTWARE.

Section 8. PRIVACY POLICY

You should agree to Licensor's Privacy Policy (URL: https://www.yamaha.com/en/privacy-policy/). If you do not wish to accept cookies, you can set to refuse cookies on the VOCALOID7 Editors.

Section 9. TERMINATION

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

(1) You fail to comply with any provisions of this Agreement;

(2) You at any time destroy, erase and uninstall the Product and all the copies thereof in your possession.

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

2. Licensor may terminate this Agreement by giving you at least fifteen (15) days' prior notice if Licensor discontinues the provision of the service or if there is any other reasonable ground for termination.

3. Upon termination, you agree to destroy the Product and all the copies thereof in your possession.

4. In the event of termination, the sections 3 to 10 of this Agreement shall survive.

Section 10. 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 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 11. 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 12. 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.

1. Licensor reserves the right to change or modify this Agreement at any time. In the event of any material changes, Licensor will post the revised Agreement on the website relating to the Product and notify you at least fifteen (15) days prior to the effective date, unless prior notice is reasonably impracticable. Minor revisions or clarifications that do not adversely affect your rights may become effective immediately upon posting.

2. If you do not agree to the revised Agreement, you shall discontinue use of the Product prior to the effective date. Continued use of the Product on or after the effective date shall be deemed acceptance of the revised Agreement.

3. This Agreement constitutes a legally binding agreement between Licensor and you. In certain cases, Licensor may require you to expressly consent to an amendment, including by click-through acceptance or other means, and such consent may be a condition for continued use of the Product.