

SOFTWARE LICENSING AGREEMENT

PLEASE READ THIS CAREFULLY BEFORE YOU OPEN THE DISK PACKAGE.

THE FOLLOWING IS THE SOFTWARE LICENSING AGREEMENT BETWEEN YOU, THE END USER, (REFERRED TO IN THIS AGREEMENT AS "YOU" OR "YOUR") AND KORG INC. (REFERRED TO IN THIS AGREEMENT AS "KORG") FOR YOUR USE OF THE SOFTWARE IN THIS PRODUCT AND OUR SUPPORT SERVICES TO YOU. THE ENCLOSED SOFTWARE PROGRAM IS LICENSED BY KORG TO YOU AS THE ORIGINAL PURCHASER FOR USE ONLY ON THE TERMS SET OUT HEREIN. BY USING (INSTALLING OR MAKING A BACKUP COPY OF) THE SOFTWARE, YOU ARE AGREEING TO THE TERMS SET OUT IN THIS AGREEMENT. IT IS THEREFORE IMPORTANT THAT YOU READ THIS LICENSING AGREEMENT WITH CARE BEFORE USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS SET OUT IN THIS AGREEMENT, PLEASE IMMEDIATELY RETURN THIS PRODUCT (WITHIN 14 DAYS) UNUSED TO KORG.

1. GRANT OF LICENSE AND COPYRIGHT

Korg grants you, the original purchaser, the non-exclusive right to use the program and the data file constituting this software and the upgrade program(s) and the data file(s) which may be distributed to you from time to time (hereinafter referred to collectively as "Licensed Program") on a single computer which is under your control and which allows use by one person only at a time.

All references to the Licensed Program shall mean the object code only of the program(s) comprising the Licensed Program.

The ownership of the disk (CD-ROM) in which the Licensed Program is recorded and any manuals or other written documentation supplied with the disk belongs to you. The ownership of the rights to and the copyright of the Licensed Program itself (whether supplied via a disk (CD-ROM), diskette, download via the internet or otherwise) and copyright in the contents of any manual or other written document belong to Korg.

Korg reserves the right to make modifications to the Licensed Program and to the support services set out in clause 7 of this agreement (referred to in this agreement as "the Services") without prior notification to you.

2. RESTRICTIONS

The Licensed Program contains copyrighted information. For the purpose of protecting such copyrights, you may not decompile, disassemble, reverse engineer, or otherwise reduce the Licensed Program to a human-perceivable form (save as may be permitted by law).

You may not duplicate, alter, modify, rent, lease, resell, assign, loan, sublicense, distribute the whole or part of the Licensed Program, or make derivative works based on what is contained in the Licensed Program.

You may not transfer the Licensed Program to another computer through a network. You may make only one backup copy of the Licensed Program, which you are only allowed to use for the purpose of restoring the Licensed Program.

3. TERMINATION

This agreement takes effect on the date you have received the Licensed Program. The license granted in this agreement will terminate automatically without notice from Korg in the event that you breach any provision of this agreement or in any way infringe Korg's copyright in the Licensed Program. In such event you must destroy the Licensed Program and its backup copy immediately.

4. PRODUCT WARRANTY

Korg warrants that the Licensed Program when properly used will provide the facilities and functions as described in the accompanying documentation but does not warrant that the operation of the Licensed Program will be uninterrupted or error-free. This warranty shall however only apply to the latest version of the Licensed Program (provided that Korg has reasonably made such version available to you) and shall not apply to any previous version or versions of the Licensed Program.

Korg's obligation and your exclusive remedy under the warranty mentioned above, is limited either:

- (a) to Korg at its own expense using all reasonable endeavours to rectify any non-conformance with the warranty by repair (by way of a patch, work around, correction or otherwise) within a reasonable period of time or,
- (b) to a refund of the licence fee paid (if any) if in Korg's reasonable opinion it is unable to rectify such non-conformance within a reasonable timescale or at an economic cost, whereupon this agreement and the license created by this agreement shall terminate.

In the event that there is any physical defect in the disk (CD-ROM) on which the Licensed Program is stored, Korg will exchange the defective disk with a non-defective disk of the same model at no charge provided that you have notified Korg of the existence of such defect within 28 days from the date you have received the disk, provided always that Korg shall not be liable to replace the disk in the event that the defect is attributed to accident, abuse, misuse or such other causes outside of Korg's control.

The warranties provided in this clause 4 is limited to the product purchased from an authorized retailer or distributor.

5. LIMITATIONS ON LIABILITY

You agree that the express obligations and warranties made by Korg in this Agreement are (so far as is permitted by law) in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise, relating to anything supplied or services provided under or in connection with this Agreement including (without limitation) any warranty as to the condition, quality, performance, merchantability or fitness for purpose of the Licensed Program and the Services or any part of them.

Korg, in no event, will be liable for the direct, derivative, collateral or consequential damage caused by the use of or the inability of using the Licensed Program (including but not limited to damage of data, lost commercial profit, interruption of work, lost commercial information), regardless of the degree of damages, and even if Korg was aware of the possibility of such damages or the possibility of a claim for damage from a third party in advance.

In the event that Korg offers an updated or upgraded version of the Licensed Program to you at any time, Korg's obligation (and that of its distributors and dealers) to support previous versions of the Licensed Program shall cease 28 days following such updated or upgraded version being made available to you.

Nothing in this agreement shall affect the statutory rights of any person dealing with Korg as a consumer.

6. THIRD PARTY SOFTWARE

Korg may on occasions supply software programs, data files and/or documentation belonging to a third party or parties (hereinafter collectively referred to as "Third Party Software"). If supplied in conjunction with any Korg instrument or equipment, such Third Party Software shall only relate to the non-essential functions of such instrument or equipment. If Third Party Software has been supplied (whether in conjunction with any Korg instrument or equipment, or as a stand-alone product) a notice to that effect will be contained with or on the disk supplied and in such circumstances Korg shall be deemed to be acting as the agent only of the supplier of such Third Party Software. In the event that Third Party Software is supplied, you agree to be bound by and to observe any terms and conditions relating to the use of such Third Party Software. Korg shall not be obliged to provide support services for any Third Party Software supplied (whether relating to operating methods, defects, or otherwise). Korg provides no warranty in relation to any Third Party Software supplied and all warranties whether express or implied as to the condition, quality, performance, merchantability or fitness for purpose of the Third Party Software or any part of the same are (in so far as may be permitted by law) hereby excluded.

Korg furthermore disclaims all responsibilities for direct, derivative, collateral or consequential damages caused by the use of or the inability of using the Third Party Software (including but not limited to damage of data, lost commercial profit, interruption of work, lost commercial information), regardless of the degree of damages, and even if Korg was aware of the possibility of such damages in advance.

7. SUPPORT SERVICES

Support services such as technical support or upgrade support for this product are provided according to the support service policies of Korg's distributors applicable in each country. Korg reserves the right to amend any such policies from time to time in its absolute discretion. When the Licensed Program or the electronic product or instrument to which it relates is discontinued, the support services will be terminated after 12 months from such discontinuation. The support referred to in this clause is limited to the products purchased from an authorized retailer or distributor.

In the event that Korg offers an updated or upgraded version of the Licensed Program to you at any time, Korg's obligation (and that of its distributors and dealers) to support previous versions of the Licensed Program shall cease 28 days following such updated or upgraded version being made available to you.

8. GENERAL

The license created by this agreement is personal to you and you may not assign or otherwise transfer your rights or obligations under this agreement without the prior written consent of Korg.

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which will continue to be valid and enforceable to the fullest extent permitted by law.

This agreement is governed by and construed under the local law of the country where this product has been purchased. You hereby agree to the exclusive jurisdiction and venue of the aforementioned territory, without regards to conflicts of law provisions. Headings have been included for convenience only and shall not be used in construing any provision in this Agreement.