

This TERMS OF USE FOR YOSCO ALPHA ("TERMS OF USE") DEFINES THE TERMS OF LICENSE FOR YOSCO which will be licensed to you ("You" or "LICENSEE") by CORBIN WHITE ("LICENSOR") upon receipt of Your application.

By using YOSCO ALPHA (or "Yosco") You will be deemed to have accepted the TERMS OF USE and You will be bound thereto.

1. DEFINITION

- a. "Yosco" means the OSC API and command protocol bridge developed to control Yamaha CL, QL and TF series consoles using OSC.

2. LICENSE GRANT & RESTRICTIONS

- a. Subject to TERMS OF USE, LICENSOR hereby grants You a revocable, non-exclusive, non-sublicensable license to use Yosco.

3. OWNERSHIP

- a. LICENSOR retains all rights, titles and interest in and to Yosco, excluding the network communication protocol implemented by the Yosco application, which is property of YAMAHA Corporation.

4. RESPONSIBILITY & INDEMNIFICATION

- a. Alpha Statement: You understand that the version of Yosco licensed to you is an Alpha application, meaning it is in early development and may include bugs, and it may not work at all.
- b. You shall indemnify and hold LICENSOR harmless from and against any and all claims, damages or costs related to the implementation of Yosco.
- c. Yosco implements a YAMAHA Corporation communication protocol, HOWEVER, it is developed without any oversight from YAMAHA Corporation. THEREFORE, You shall further indemnify and hold YAMAHA Corporation harmless from and against any and all claims, damages or costs related to the implementation of Yosco.

5. CONFIDENTIALITY

- a. You agree that Yosco, including its copies, is the confidential intellectual property of LICENSOR, and that Yosco, nor any part of Yosco, shall be disclosed or disseminated to any other individual, group, party or business.
- b. You agree to make no attempt to decompile, reverse-engineer, or inspect any part of Yosco or the communication protocols it implements.
- c. You understand that per LICENSOR's agreement with YAMAHA Corporation, LICENSOR is obligated to report to YAMAHA Corporation unauthorized dissemination of the communication protocol implemented by Yosco, and LICENSOR will make reasonable attempts to do so if LICENSEE acquires and/or disseminates any specification regarding this communication protocol.

6. PROHIBITION

- a. You shall not engage in the sale or advertisement of Yosco or any application which implements the Yosco application.