OtoMotion End User License Agreement

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DekoBokoTech LLC, T&J Building 7F, 2-2-12 Tenjin, Chuo-ku, Fukuoka 810-0001, Japan

This End User License Agreement ("Agreement") is between DekoBokoTech LLC ("DekoBokoTech", "we", "us") and the person or organization that obtains a license to OtoMotion ("you"). By paying for a license, loading a license file, or installing or running the Software, you agree to this Agreement. If you accept it on behalf of an organization, you confirm that you are authorized to do so.

1. Definitions

- **"Software"** means the OtoMotion application and everything we provide with it: the manuals, in-app help, sample XPression scenes, background images and scripts, and any updates we deliver to you.
- **"License File"** means the digitally signed license file (for example `license.json`) that we issue to you and that enables the Software.
- **"License Term"** means the period shown in your License File. A perpetual license has no end date.
- **"Order"** means the quotation, invoice or other document in which we confirm the license you purchased and its price.

2. License grant

2.1 Subject to this Agreement and payment of the applicable fees, we grant you a non-exclusive, non-transferable license to install and use the Software during the License Term for your business purposes, including producing live events, broadcasts and streams for your own clients.

2.2 **One license covers one computer running the Software at a time.** You may install the Software on additional computers that you control (for example, a spare machine), as long as only one of them runs the Software under the same license at any given time. Running the Software on more computers at the same time requires additional licenses, or a backup license as described in section 3.4.

3. License types

3.1 **Rental licenses** (for example, 7-day and 30-day licenses). The license is valid through the end date shown in your License File, inclusive, based on the date of the computer running the Software. Rental licenses do not renew automatically. When the License Term ends, the Software stops measuring and sending data, and you must stop using it until you obtain a new license. Updates released during the License Term are included.

3.2 **Perpetual license.** The license does not expire. It includes all updates within the same major version (for example, all 1.x releases of a license purchased for version 1). A new major version (for example, 2.0) may be offered as a paid upgrade. You are never required to upgrade, and you may keep using the version you are licensed for. Each update is developed and tested for the operating systems and third-party product versions listed in the system requirements published with the Software at the time of that update. We do not promise that the Software or its updates will work with operating systems or third-party products released in the future.

3.3 **Trial license.** A free trial license is provided for evaluation only, for the period shown in the License File. You may not use a trial license for paid productions or for live output to an audience or broadcast.

3.4 **Backup license.** A backup license allows one additional computer to run the Software at the same time as the computer running under your main license (rental or perpetual), only as a standby or redundant system for the same production or venue — for example, a machine that takes over if the main computer fails. You may not use a backup license for a production, venue or program other than that of the main computer. The type and License Term of a backup license follow the main license it is issued for.

4. Sample content

You may use, modify and include the sample scenes, images and scripts supplied with the Software in your own XPression projects and productions, including productions for your clients. You may not sell or distribute the sample content on its own, for example as a template pack. Fonts supplied with the sample content (such as Teko) are licensed under their own licenses (for Teko, the SIL Open Font License), not under this Agreement.

5. Restrictions

Except as expressly permitted in this Agreement or by law that cannot be excluded by contract, you must not:

- (a) copy the Software, except to install it as permitted in section 2 and to keep reasonable backup copies;
- (b) sell, rent, lend, sublicense, share or otherwise make the Software or your License File available to any third party;
- (c) reverse engineer, decompile or disassemble the Software;
- (d) circumvent, disable or modify the license mechanism, or alter a License File or the computer's clock to extend a License Term;
- (e) remove or alter any copyright, trademark or other notices in the Software.

6. License File

Your License File is issued to you and must be kept private. If it is lost or damaged, contact us and we will reissue it for the remainder of the License Term. The Software does not require an internet connection and is not tied to a specific computer.

7. Fees and payment

7.1 Fees, the License Term and payment terms are set out in your Order. Unless the Order says otherwise, fees are payable in advance and the License File is delivered after payment is confirmed.

7.2 Fees exclude any taxes, duties, withholding taxes and bank charges in your country, which are your responsibility.

7.3 Because a free trial is available before purchase, fees are non-refundable once the License File has been delivered, except as required by law or as stated in section 11.3.

8. Ownership

The Software is licensed, not sold. DekoBokoTech and its licensors keep all rights, title and interest in the Software. All graphics, recordings, programs and other content you create using the Software belong to you.

9. Your data

9.1 The Software analyzes audio on your computer in real time. It does not record or store audio, and it does not send audio, measurements or usage information to DekoBokoTech or to the internet.

9.2 The Software sends data only to the destinations you configure (such as XPression DataLinq Server on your computer or local network), and may receive control messages from devices on your local network. Its monitoring screen is served only on your own computer (127.0.0.1).

9.3 We use the contact details you give us only to issue licenses, provide support and handle invoices and payments.

10. Support and updates

We provide support by email in English or Japanese and aim to reply within two business days (Japan time). Support is included for twelve (12) months from the start of a perpetual license, and for the License Term of a

rental license. After that period, we may provide support at our discretion or for a fee. Updates are provided as described in section 3. We may change or discontinue features in future versions; this does not reduce your right to keep using the version you are licensed for.

11. Warranty

11.1 You can evaluate the Software free of charge before you buy it. Except as stated in section 11.3, the Software is provided "as is", and we do not warrant that it will be error-free or work without interruption, or that it will meet your particular requirements.

11.2 You are responsible for testing the Software in your environment before live use and for appropriate backups and redundancy for live events and broadcasts. Measurement values (including loudness values based on ITU-R BS.1770 / EBU R128) are provided for production and creative purposes. They are not certified for regulatory, legal or health and safety measurement.

11.3 Nothing in this Agreement excludes, restricts or modifies any right or remedy that you have under consumer protection laws that cannot lawfully be excluded, including, where applicable, the Australian Consumer Law. Where we are permitted to limit our liability for a breach of such a right, our liability is limited, at our option, to supplying the Software again or refunding the fees you paid for it.

12. Limitation of liability

12.1 To the maximum extent permitted by law, we are not liable for any indirect, incidental, special or consequential damages, or for loss of profits, revenue, data, business opportunity or goodwill, including losses arising from an interruption of a live event or broadcast.

12.2 To the maximum extent permitted by law, our total liability arising out of or relating to this Agreement is limited to the fees you paid for the license concerned in the twelve (12) months before the event giving rise to the claim.

12.3 Sections 12.1 and 12.2 do not apply to damages caused by our willful misconduct or gross negligence.

13. Term and termination

13.1 This Agreement applies for as long as you hold a license. A rental license ends at the end of its License Term.

13.2 We may terminate your license if you breach this Agreement and do not remedy the breach within fourteen (14) days of our notice. We may terminate it immediately if you breach section 5(b) or 5(d).

13.3 When your license ends, you must stop using the Software under that license. Sections 5, 8, 11, 12, 15 and 16 continue to apply after it ends.

14. Compliance

You must use the Software in compliance with all laws that apply to you, including export control and sanctions laws.

15. Trademarks

XPression is a trademark of Ross Video Ltd. OtoMotion is an independent product of DekoBokoTech LLC and is not affiliated with, endorsed by or sponsored by Ross Video. Other names may be trademarks of their respective owners.

16. Governing law and disputes

This Agreement is governed by the laws of Japan, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. The Fukuoka District Court has

exclusive jurisdiction as the court of first instance for any dispute arising out of or relating to this Agreement, unless mandatory law in your country provides otherwise.

17. General

17.1 This Agreement and your Order are the entire agreement between us about the Software. If they conflict, the Order prevails on price, quantity and License Term, and this Agreement prevails on everything else.

17.2 We may publish a new version of this Agreement for future releases or new licenses. The version in effect when you purchased a license continues to apply to that license.

17.3 You may not assign this Agreement or your license without our written consent. If any provision is found unenforceable, the rest remains in effect. This Agreement is provided in English and Japanese. The Japanese version prevails for customers in Japan, and the English version prevails for all other customers.

18. Contact

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