

END-USER LICENSE AGREEMENT

License from Roland Corporation for the Roland GS Sound Set and Related Trademarks.

This is a legal agreement between you, the Nintendo-Approved Game Developer (“Developer”), and Roland Corporation (“Roland”). Be sure to read the following agreement (the “Agreement”) before using the Roland GS Sound Set. **BY USING THE ROLAND GS SOUND SET, YOU ARE AGREEING TO BE BOUND BY AND BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, PROMPTLY DELETE THE ROLAND GS SOUND SET FROM YOUR SYSTEM.**

1. License. The Roland files accompanying this Agreement, whether on disk, on compact disc, in read only memory, or any other media, the related documentation and other materials (collectively, the "Roland GS Sound Set") are licensed, not sold, to Developer by Roland. The Roland GS Sound Set in this package and any copies, modifications and distributions thereof are subject to the terms of this Agreement.

2. Permitted Uses. (i) Subject to the terms of this Agreement, Developer is granted a worldwide, nonexclusive, nontransferable license to use, copy, modify, and distribute the Roland GS Sound Set only for (a) testing the Roland GS Sound Set, and (b) incorporating the Roland GS Sound Set into “video game software” (as that term is currently understood in the video game industry) that runs solely on the Wii game system.

(ii) Developer may incorporate the Roland GS Sound Set or portions thereof solely into Developer’s own video game software that operates solely on a Nintendo Wii game system, provided that Developer includes with the video game software the required copyright notices and other credits to Roland as defined in Section 3, “Credit/Attribution” and distribute Developer’s product pursuant to a valid agreement that is at least as protective of Roland’s rights in the Roland GS Sound Set as this Agreement.

(iii) Developer may use Roland trademarks only as defined in Section 3, “Credit/Attribution”.

3. Credit/Attribution. (i) Whenever the Roland GS Sound Set, in whole or in part, is incorporated into Developer’s video game software, Developer must acknowledge Roland as the source in a user’s standard point of entry to find the appropriate credit information, such as in the “credit roll” or other visible display of credits. The minimum notice is identified in Attachment 1 and shall include the words “Roland GS Sound Set used under license.”, the Roland trademark logo, and the words “ (P)1996 Roland Corporation U.S.”

The displayed size of the Roland trademark logo in the above credit shall be no smaller than 30 % of the total width of the viewable screen area. The respective proportions of the Roland Logo shall not be altered. The Logo shall be rendered in a display resolution no lower than the display resolution of Developer’s own company logo.

(ii) Whenever the Roland GS Sound Set, in whole or in part, is incorporated into Developer’s video game software that has music education, music participation, music appreciation, or music creation, as a component of the software, in addition to requirements in Section 3(i) above, Developer must also acknowledge Roland as the source of the sounds on the outside packaging and inside the owners’ manual of Developer’s video game software product. Such acknowledgment displayed on the outside packaging and inside the owners' manual shall include the Roland logo and the accompanying text, "Includes Sounds Licensed from Roland" and "(P)1996 Roland Corporation U.S." "For the avoidance of doubt, this requirement shall not apply to games or software where music is used only as sound effects, and/or

as background to or enhancement of game play activities, events, or other actions of such game or software."

When this acknowledgment is displayed on the outside packaging and inside the owners' manual, the portion of the notice consisting of the Roland logo shall be displayed according to the examples in Attachment 2; the Roland logo shall be displayed no smaller than 18mm wide and approximately 3mm high; the proportions of the Roland logo notice shall not be altered; the accompanying text must be displayed in a size and resolution which is clearly legible and readable; and the Roland logo shall be rendered in resolution no lower than the display resolution of the Nintendo logo or the Developer's own company logo.

4. Limitations and Restrictions. (i)The Roland GS Sound Set is distributed in DLS file format with copyright notices. If Developer distributes the Roland GS Sound Set, in whole or in part, in the DLS file format, or in any other file format which has any suitable placeholder for copyright notice, Developer shall keep the original copyright notice as supplied in the file.

(ii)The Roland GS Sound Set or any derivative works based on the Roland GS Sound Set may not be used, copied or redistributed with any musical instrument, karaoke system, or any other non-game application.

(iii) Developer's rights under this Agreement will terminate automatically without notice from Roland if Developer fails to comply with any term(s) of this Agreement.

5. Copyright. Roland is the sole and exclusive owner of the Roland GS Sound Set. The Roland GS Sound Set contains copyrighted Sound Recordings registered with the U.S. Copyright Office. Roland Corporation U.S. owns the Roland GS Sound Set and all copyrights thereto and has licensed Nintendo and Nintendo's Approved Game Developers to use and distribute the Roland GS Sound Set solely with software programs and that operate solely on a Nintendo Wii game system. The Roland Sounds in the Roland GS Sound Set and any derivative works based on the Roland GS Sound Set remain the exclusive property of Roland. Whenever the Roland GS Sound Set, in whole or in part, is distributed with Developer's video game, Roland will have no right in and to such video game.

6. Royalty Fees. This Agreement is provided to Nintendo Approved Game Developers who meet the terms of this Agreement free of any royalty fees due to Roland.

7. Indemnification. Developer shall indemnify, hold harmless and defend Roland and Nintendo Co., Ltd., and their respective subsidiaries and affiliates (and their officers, executives, employees, agents or affiliates) from and against all damages, costs and expenses (including reasonable outside attorneys' fees) which result from: (a) any breach of Developer's representations or warranties; or (b) any claim against Roland by any third party which arises out of or is in any way connected to the Nintendo Wii game system or any video game software manufactured, created, sold, or distributed by Developer.

8. Disclaimer Of Warranty. The Roland GS Sound Set may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. Developer expressly acknowledges and agrees that use of the Roland GS Sound Set is at Developer's sole risk. The Roland GS Sound Set is provided "AS IS" and without warranty of any kind. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to Developer.

9. Limit of Liability. (i) In no event will Roland, Nintendo Co., Ltd., or any of their respective subsidiaries or affiliates be liable to Developer for any consequential or incidental damages, including any lost profits or lost savings, or for any claim by any party, even if a Roland representative has been advised of the possibility of such damages. (ii)Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Developer. In no event shall Roland's total liability to Developer for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed \$50.

10. Governing Law. This Agreement will be governed by the laws in force in the State of California excluding the application of its conflicts of laws rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11. Severability. In the event of any invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the use of the Roland GS Sound Set and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by Roland and Developer.

Attachment 1

On Screen Credit:

Roland GS Sound Set used under license.



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Attachment 2

Example of minimum size:



Example with grid to show correct proportions:

