# YAMAHA PROGRAM LICENCE AGREEMENT FOR CUSTOMERS IN THE UNITED KINGDOM

# **ERRATA**

# **YAMAHA Program License Agreement**

You should carefully read the following terms and conditions before opening this diskette package. Opening this diskette package indicates your acceptance of these terms and conditions as an inseparable part of your YAMAHA music computer model C1. If you do not agree with them, you should promptly return the music computer with the program package unopened. And you will be reimbursed of your purchase according to the purchase agreement separately set forth.

YAMAHA provides this program and licenses its use in the United Kingdom. You assume responsibility for the selection of the program to achieve your intended results, and for the installation, use and results obtained from the program.

### **LICENSE**

You may:

- a. use the program on a single machine;
- copy the program into any machine readable or printed form for backup or modification purposes in support of your use of the program on the single machine (certain programs, however, may include mechanisms to limit or inhibit copying. They are marked "copy protected.");
- c. modify the program and/or merge it into another program for your use on the single machine (Any portion of this program merged into another program will continue to be subject to the terms and conditions of this Agreement.); and,
- d. transfer the program and license to another party if the other party agrees to accept the terms and conditions of this Agreement. If you transfer the program, you must at the same time either transfer all copies whether in printed or machine-readable form to the same party or destroy any copies not transferred; this includes all modifications and portions of the program contained or merged into other programs.

You must reproduce and include the copyright notice on any copy, modification or portion merged into another program.

You may not use, copy, modify, or transfer the program or any copy, modification or merged portion in whole or in part, except as expressly provided for in this license.

If you transfer possession of any copy, modification or merged portion of the program to another party, your license is automatically terminated.

### **TERM**

The license is effective until terminated. You may terminate it at any other time by destroying the program together with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this agreement. You agree upon such termination to destroy the program together with all copies, modifications and merged portions in any form.

### LIMITED WARRANTY

The program is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the program is with you. Should the program prove defective, you (and not YAMAHA or an authorized personal computer dealer) assume the entire cost of all necessary servicing, repair or correction.

YAMAHA does not warrant that the functions contained in the program will meet your requirements or that the operation of the program will be uninterrupted or error free.

However, YAMAHA warrants the diskettes on which the program is furnished, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to you as evidenced by a copy of your receipt.

### LIMITATIONS OF REMEDIES

YAMAHA's entire liability and your exclusive remedy shall be:

- 1. the replacement of any diskette not meeting YAMAHA's "Limited Warranty" and which is returned to YAMAHA or an authorized YAMAHA dealer with a copy of your receipt, or
- if YAMAHA or the dealer is unable to deliver a replacement diskette which is free of defects in materials or workmanship, you may terminate this Agreement according to the music computer purchase agreement.

In no event will YAMAHA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use such program even if YAMAHA or any authorized YAMAHA dealer has been advised of the possibility of such damages, or for any claim by any other party.

### **GENERAL**

You may not sublicense, assign or transfer the license or the program except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties or obligations hereunder is void.

This Agreement will be governed by the laws of Japan. You agree to accept Yamaha Corporation's headquarters in Japan as place of jurisdiction.

Should you have any questions concerning this Agreement, you may contact Yamaha Kemble Music (U.K.) LTD, Mount Ave., Bletchley, Milton Keynes, MK1.1JE, England

You acknowledge that you have read this agreement understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

## **Errata**

P13 The missing message is:

Invalid configuration information - please run SETUP program Strike the F2 key to continue

P15 The second sentence of the "Note for hard disk model" should read:

However you may type MS-DOS commands as if there were another floppy disk drive B connected to the system.