

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT CONTRACT
<b>RESUBMIT DOCUMENT ID:</b>	506850430
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JUN TOYAMA	03/08/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	YAMAHA CORPORATION
<b>Street Address:</b>	10-1, NAKAZAWA-CHO, NAKA-KU, SHIZUOKA
<b>City:</b>	HAMAMATSU-SHI
<b>State/Country:</b>	JAPAN
<b>Postal Code:</b>	430-8650
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17231567
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)726-6024
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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<b>ATTORNEY DOCKET NUMBER:</b>	YAMA-0888US1
<b>NAME OF SUBMITTER:</b>	KARIM B. SOSA
<b>SIGNATURE:</b>	/Karim B. Sosa/
<b>DATE SIGNED:</b>	10/29/2021
<b>Total Attachments: 9</b>	
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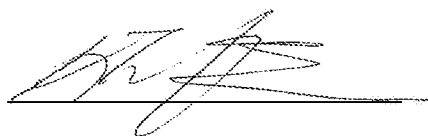
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VERIFICATION OF TRANSLATION

I, the undersigned translator, hereby declare and state that I am conversant in both the Japanese and English languages and that I am the translator of the document attached and certify that to the best of my knowledge and belief the following is a true and correct English translation of Jun Toyama's employment contract with YAMAHA Corporation.

Signature:



Name:

Kenji TACHIBANA

Date:

October 25, 2021

CHAPTER 8 INTELLECTUAL PROPERTY RIGHTS

Article 34 (Ownership of Intellectual Property Rights)

1. During the term of this Agreement, the ownership of the right to obtain patents and utility model rights, the right to obtain the registration of semiconductor integrated circuit layout design rights, and all intellectual property rights including know-how and trade secrets (except that in this Article copyrights are not included) shall be set forth as follows:
  - (1) All intellectual property rights arising from the performance of the Services, including any improvements or developmental ideas, shall be exclusively owned by Yamaha; and
  - (2) Except with respect to the above-mentioned rights, intellectual property rights derived from information and materials disclosed by Yamaha shall be co-owned by Yamaha and the Producer, provided, however, that such intellectual property rights may be solely owned by Yamaha through negotiation between the parties.
2. All costs and expenses incurred for the acquisition and maintenance of intellectual property rights co-owned by Yamaha and the Producer shall be shared equally by Yamaha and the Producer.
3. The Producer shall cooperate with Yamaha in completing the procedures necessary for acquisition and maintenance of intellectual property rights set forth in this Article, and shall cause service inventors and their associates who are employees of subcontractors engaged by the Producer set forth in Article 49 to provide necessary cooperation and assign and transfer such rights to Yamaha at the Producer's own risk and expense in accordance with the provisions of paragraph 1 hereof.

Article 35 (Ownership of Copyrights)

1. The Producer shall, as of the date of ownership transfer set forth in Article 29 (Ownership Transfer of Deliverables), assign to Yamaha all copyrights (which means the rights defined in Articles 21 to 28 of the Copyright Act of Japan and includes the copyrights in any derivative works and compilations created by the Producer according to the provisions of paragraph 3 of Article 37 (Use of Third Party Copyrighted Materials)), but excluding moral rights, in the works (the "Works") contained in the Deliverables as well as neighboring rights. In transferring such copyrights and neighboring rights, the Producer shall cause employees of subcontractors engaged by the Producer set forth in Article 49 to provide necessary cooperation for the transfer of such rights and assign and transfer such rights to Yamaha at the Producer's own risk and expense in accordance with the provisions of this paragraph.
2. Yamaha and its licensees may adapt the Works and publish adapted works under the name of author as voluntarily determined by either of them. The Producer may not publish such works without the prior written consent of Yamaha.
3. If the Works are programs and include generalized programs in which the Producer has held the copyrights before the execution of an individual contract (the "Background Copyrighted Materials"),

- the Producer may indicate to Yamaha its intention to reserve such copyrights. In such case, the Producer shall grant the right to use the Background Copyrighted Materials (the "Right of Use"), including the right to copy or adapt such materials, to the extent necessary for Yamaha and its customers to use the Works and permit Yamaha to publish the Works at its discretion under the name of author as voluntarily determined by Yamaha.
4. The Producer shall not assign to a third party the copyrights in the Background Copyrighted Materials or grant to a third party an exclusive license to use the Background Copyrighted Materials.

#### Article 36 (Waiver of Moral Rights)

The Producer will not exercise its moral rights to the Works against Yamaha, its customers and designated third parties.

#### Article 37 (Use of Third Party Copyrighted Materials)

If the Producer incorporates third party materials protected by copyrights or neighboring rights into the Deliverables, the Producer shall in advance obtain the right to use such materials, including the right to grant a sublicense to Yamaha, from the holders of such copyrights or neighboring rights or their agents or copyright collection societies (the "Original Copyright Holders and other right holders") and notify Yamaha that it has obtained such rights from the Original Copyright Holders and other right holders.

#### Article 38 (License under Intellectual Property Rights)

The Producer shall offer an opportunity to give Yamaha and its designated third parties priority to obtain licenses and rights of access and use under intellectual property rights, but excluding those set forth in paragraph 1 of Article 34 (Ownership of Intellectual Property Rights), directly connected with the product field related to the Services.

#### Article 42 (Infringement of Intellectual Property Rights)

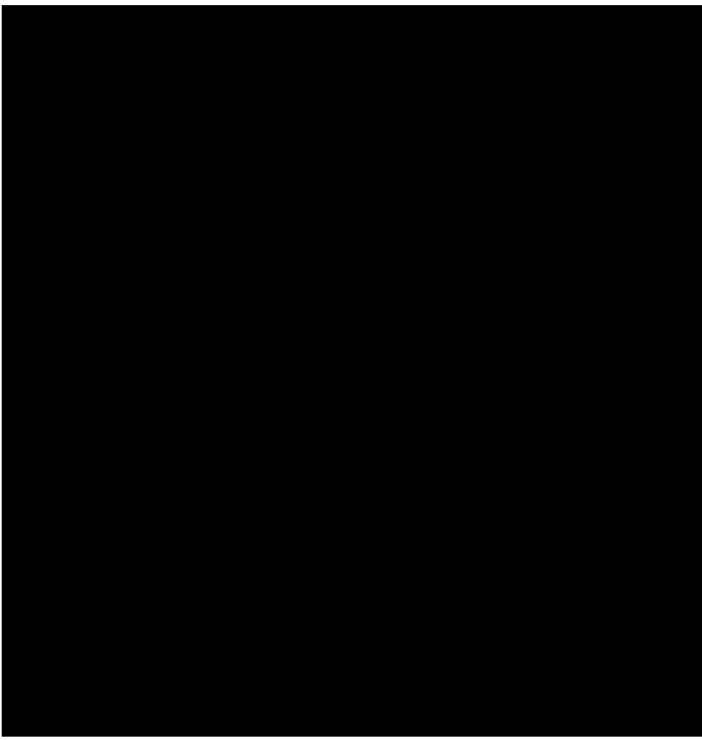
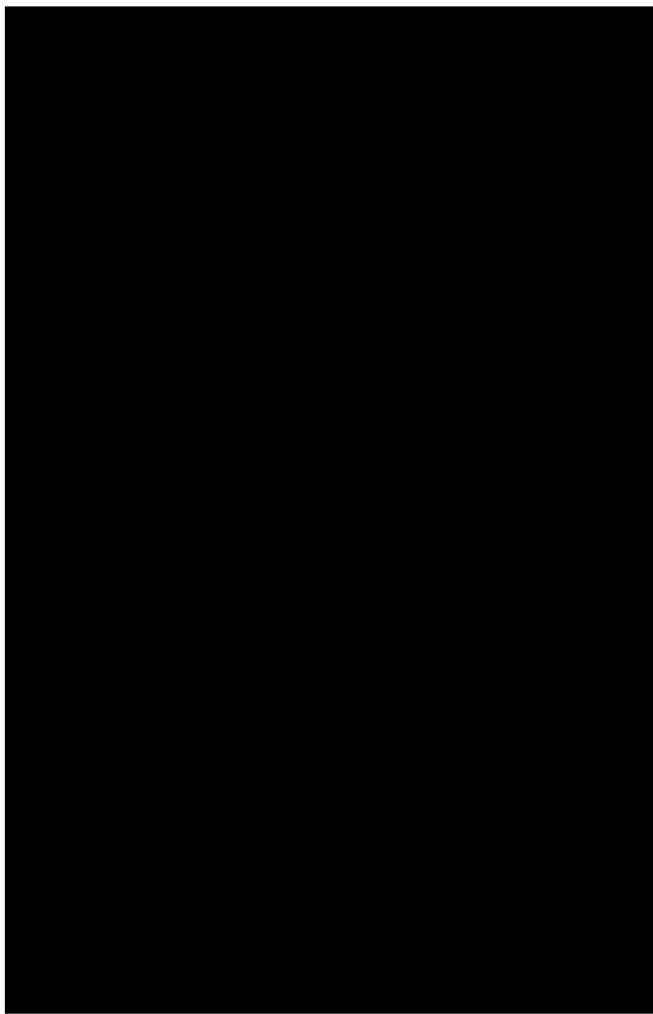
1. The Producer warrants that the Deliverables will not infringe on intellectual property rights of third parties. The Producer shall at its own expense be responsible for resolving any dispute regarding intellectual property rights with a third party arising in connection with the Deliverables or performance of the Services.
2. The Producer must immediately notify Yamaha and comply with Yamaha's instructions if it becomes aware of any infringement or threatened infringement of intellectual property rights of any third party in connection with the Deliverables or performance of the Services under this Agreement.
3. Yamaha shall immediately notify the Producer when it becomes aware that a dispute set forth in paragraph 1 hereof occurs and cooperate with the Producer in resolving the dispute by providing

- necessary materials or by other means.
4. Notwithstanding the provisions of paragraph 1 hereof, if an infringed party desires to resolve a dispute with Yamaha, whether or not Yamaha undertakes to resolve the dispute shall be determined through discussion between the parties. If Yamaha undertakes to resolve the dispute as a result of discussion, Yamaha may charge the Producer for all costs incurred in resolving such dispute.

Effective Date: March 8, 2009

Yamaha: 203 Matsunokijima, Iwata-shi, Shizuoka 438-0192, Japan  
Yamaha Corporation  
Head of Sound Technology Development Center  
Yutaka Hasegawa Seal

Producer: 1-23-21 Minamikuta, Tama-ku, Kawasaki-shi,  
Kanagawa 214-0036, Japan  
Jun Toyama Seal



第 8 章 知的財産権

(知的財産権の帰属)

第 3 4 条 本契約の期間中、本契約及び個別契約に関連して発生する特許権・実用新案権を受ける権利、半導体集積回路配線利用権の設定登録を受ける権利、ノウハウ、営業秘密を含む一切の知的財産権（但し、本条においては著作権を除く）の帰属は、次の各号に定める通りとする。

(1) 契約業務の履行によって発生するもの（改良又は発展的考案を含む）は、全て甲に専属的に帰属する。

(2) 前号に該当するものを除き、甲が開示した資料・情報等に基づくものは、甲乙共有とする。但し、甲乙協議により甲単独の所有とすることができる。

2. 甲乙共有に帰属する知的財産権の取得及び維持保全等に係る費用は、甲乙折半して負担する。
3. 乙は、本条に定める知的財産権の取得及び維持保全等に必要な手続に協力し、第49条で定める乙の再委託先の従業者である職務発明者等に対し必要な協力をさせ、当該権利を乙の責任と負担において第1項の定めに従い移転させるものとする。

(著作権の帰属)

第35条 乙は、契約成果に含まれる著作物（以下、「本件著作物」という。）の著作権のうち、著作人人格権を除く著作権（著作権法第21条から第28条に規定する権利をいい、第37条（第三者の著作物の使用）第3項の規定により乙が創作した二次的著作物及び編集著作物の著作権を含む。）並びに著作隣接権を、第29条（契約成果の所有権移転）に定める所有権移転の日をもって甲に譲渡する。乙は、当該著作権並びに著作隣接権の移転に際し、第49条で定める乙の再委託先の従業者に対し、当該権利の移転に必要な協力をさせ、当該権利を乙の責任と負担において本項の定めに従い移転させるものとする。

2. 甲及び甲の許諾を受けた第三者は、本件著作物を翻案し、また任意の著作権者名で公表することができる。乙は、甲の書面による事前の同意を得なければ当該著作物を公表しない。
3. 本件著作物がプログラムの著作物であって、当該著作物に乙が個別契約締結前から著作権を有している汎用的なプログラム著作物（以下、「従前著作物」という。）が含まれる場合、乙は、書面により、その著作権を自らに留保させることを甲に申し出ることができる。この場合、乙は、従前著作物について、甲及び甲の取引先が本件著作物を使用するために必要な範囲で複製権、翻案権等の著作物を使用する権利（以下、「使用権」という。）を許諾し、且つ甲が任意の著作権者名で任意に本件著作物を公表することを許諾する。
4. 乙は、従前著作物について、その著作権を第三者に譲渡し又は独占的に使用許諾してはならない。

(著作人人格権の不行使)

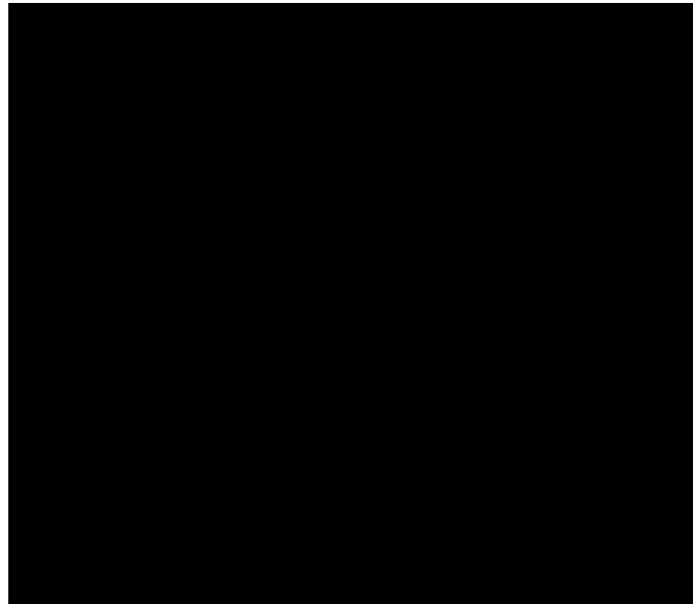
第36条 乙は、本件著作物について、甲、甲の取引先及び甲が指定する第三者に対し著作人人格権を行使しない。

(第三者の著作物の使用)

第37条 乙は、契約成果に、第三者の著作権又は著作隣接権を含む著作物を使用する場合、予め当該著作権又は著作隣接権を有する者若しくはその代理人又は著作権管理団体（以下、「原著作権者等」という。）から著作物を利用する権利（甲に対する再許諾権を含む。）の許諾を受け、原著作権者等から当該許諾を受けた旨を甲に報告する。

(知的財産権の実施許諾)

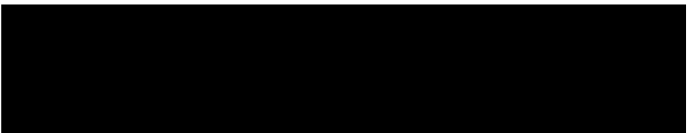
第38条 乙は、甲が契約業務に係る商品分野に直接関連する知的財産権（ただし、第34条（知的財産権の帰属）第1項に該当するものを除く。）に基づく実施権、利用権及び使用権を、甲及び甲が指定する第三者に対して優先的に許諾する機会を与えるものとする。



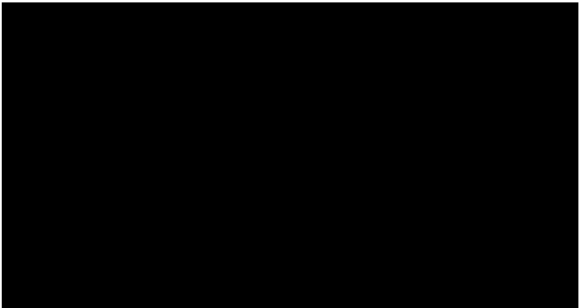
(知的財産権の侵害)

第42条 乙は、契約成果が第三者の知的財産権を侵害しないことを保証する。契約成果に関し又は契約業務の遂行にあたり、第三者との間に知的財産権上の紛争が発生した場合、乙は、乙の費用で、当該紛争の解決に責任をもってあたるものとする。

2. 乙は、本契約の下で発生する契約成果又は履行する契約業務に関し、第三者の知的財産権との抵触又はその恐れを知った場合、直ちに甲に通知し、甲の指示に従わなければならない。
3. 甲は、第1項で定める紛争発生の実態を知った場合、直ちにこれを乙に通知し必要な資料の提供等、乙の紛争解決に協力する。
4. 第1項の定めにかかわらず、当該第三者が甲との紛争解決を望む場合、その任については甲乙協議して定める。協議の結果甲がその任にあたる場合、甲は、当該紛争解決に要した費用を乙に対し請求できる。







2019年3月8日 (締結日)

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