



# **USB Device Update Utility**

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Software Release Note

# Update details

## Ver.1.1.0

- AT-UMX3 is now supported.
- macOS Sonoma is now supported.
- Updating firmware and this software via a cloud server is now supported.
- We have improved some parts of the user interface.
- We have improved some existing functions.
- We have solved other minor issues.

# Supported models

This software is compatible with the following models (as of March 2024).

- AT2020USB-X
- AT2020USB-X MIKU
- AT2020USB-XP
- AT2040USB
- ATH-M50xSTS-USB
- AT-UMX3

# Software License Agreement

This Software License Agreement (hereinafter referred to as this “Agreement”) is a legal agreement on the use of software (hereinafter referred to as the “Software”) provided by Audio-Technica Corporation and the affiliates thereof (hereinafter collectively referred to as the “Company”), entered into by and between you, the end user, and the Company. Please carefully read this Agreement in its entirety and agree to the terms and conditions for using the Software.

## Article 1 (Definitions)

The definitions for the terms used in this Agreement are as provided below.

(1) “Our Products” refers to products that are manufactured and sold by the Company.

(2) “Related Products” refers to any of Our Products that can be configured, displayed, and updated via the Software through a wired or wireless connection.

(3) “Firmware” refers to the device firmware programs that are incorporated into Related Products, the use of which is mediated via the Software.

(4) “Devices” refers to the devices (including, without limitation, computers and smartphone terminals) on which you install and use the Software.

## Article 2 (Applicability)

1. The purpose of this Agreement is to specify the rights and obligations of you and the Company with respect to the Software and any patches, updates, and new versions of the Software, and this Agreement shall apply to any and all relationships in which you use the Software.

2. The terms and conditions for the use of the Software that are separately indicated by the Company (hereinafter referred to as the “Terms and Conditions”) shall constitute a part of this Agreement. In the event of any conflict between the content of this Agreement and the Terms and Conditions, this Agreement shall be applied preferentially, unless otherwise expressly provided for in the Terms and Conditions.

## Article 3 (Amendment)

1. The Company may amend the content of this Agreement in the event the Company determines that there are changes in the actual circumstances concerning the Software, changes in socioeconomic conditions, changes in laws and regulations, or changes in various other circumstances.

2. In the event of any amendment to the content of this Agreement, the Company shall post the amended content of this Agreement in the Software or on the Company’s website, and notify you of the amended content in a manner specified by the Company. The Agreement as amended shall apply from the date specified in the notice, and your subsequent use of the Software shall be deemed to constitute your assent to the Agreement as amended.

## Article 4 (Restrictions on Use)

1. You may not engage in any of the acts below when using the Software:

(1) reproduce, copy, assign, sell, lease, sublicense, publish, correct, modify, or make available to third parties on a network all or part of the Software;

(2) reverse engineer, decompile, disassemble, create derivative works, or attempt to create source code from object code of the Software;

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- (3) use the Software with illegal or unauthorized, or modified or altered hardware and software;
- (4) violate laws and regulations in relation to access to or use of the Software, or infringe any right of the Company or other right holders;
- (5) obtain the Software by any means other than regular provision by the Company; and
- (6) otherwise use the Software without due authorization.

2. Any matters restricted under this Agreement shall be subject to action to the maximum extent permitted by laws and regulations.

## Article 5 (Intellectual Property Rights for the Software)

The license to use the Software shall be granted to you, however, the copyright and any other rights to the Software shall not be transferred to you. All intellectual property rights to the tangible and intangible components of the Software (including, without limitation, programs, databases, icons, images, text, manuals, and any other content) belong to the Company or third parties that have licensed their use to the Company.

## Article 6 (No Warranty and Exemption from Liability)

1. The Company shall make every effort to ensure that the Software is free from bugs, etc., but the Software is provided "as is," and the Company does not warrant that bugs or defects will not exist. In addition, the Company neither expressly nor implicitly warrants that the Software will deliver any particular results, including merchantability, fitness for a particular purpose, or non-infringement of third party rights.
2. In some cases, certain functions of the Software may be realized by communicating and interfacing with Related Products, and depending on the version and Firmware status of the Related Products at the time of your purchase, the Company does not warrant that all functions will perform satisfactorily. In addition, you shall independently endeavor to ensure that the Firmware is updated to the latest available version and run in a stable operating environment.
3. The Company shall not warrant, establish conditions, make representations, or set periods of time with respect to any matter whatsoever (including, without limitation, non-infringement of third party rights, merchantability, integration, satisfactory quality, or fitness for a particular purpose), with the exception of any warranty, condition, representation, or period of time to the extent for which such cannot be excluded or limited under the laws to which you are subject at your location (whether expressly or implicitly by statute, common law, custom, usage or otherwise).
4. The Company does not warrant that the Software will function properly on all operating systems of the Devices used by you, nor does it warrant that the Software will function properly in cases where formerly usable functions, in whole or in part, become unusable due to OS upgrades or service changes to the Devices. In addition, the Company shall not be obligated to verify operations, make any improvements, or otherwise take action so that such a warranty may be provided.
5. The Company shall not be liable for any loss or damage you may suffer as a result of matters that are not warranted or matters for which you are responsible under any of the provisions of this Agreement, except in cases of willful misconduct or negligence on the part of the Company.
6. In the event that you suffer damages in connection with the Software or Firmware due to negligence on the part of the Company, the Company shall be liable only for direct and customary damages that are actually incurred by you, irrespective of whether the claim is based on default, tort, or any other cause of action, and the total amount of the Company's liability to you shall not exceed the amount paid by you to the Company.

## Article 7 (Internet Connection)

1. An Internet connection may be required to use functions of the Software. All Internet connection fees, line utilization charges, and packet communication fees, etc. shall be borne by you.
2. Operation and function of the Software may be limited depending on the Internet environment. In addition, content used with the Software may not be available due to discontinuance or termination of network service and Internet environment, etc. The Company shall not be liable therefor.

## Article 8 (Software Updates)

1. The Company may provide updated versions, enhanced versions, and services, etc. (hereinafter collectively referred to as "Software Updates") with respect to the Software for the purpose of improving operation, adding new functions, enhancing security features, etc., without obtaining prior consent from users. Software Updates may cause changes to your previous settings, loss of data or content, or loss of functionality (hereinafter referred to as "Data Loss, Etc."), for which the Company shall not be liable, except in cases of willful misconduct or negligence on the part of the Company.
2. The provision of Software Updates is at the sole discretion of the Company, and you may be required to update the Software in order to continue to use the Software. If you do not update the Software, the Company does not warrant that all or any part of the functions of the Software will operate satisfactorily.
3. You hereby agree to make every effort to avoid damages due to Data Loss, Etc. as described in the preceding paragraph by backing up your data to ensure its preservation.
4. If the Company determines that it is necessary for the Company to discontinue support for the Software, it shall make efforts to announce such discontinuance in an appropriate manner.

## Article 9 (Firmware Updates)

1. The Company may provide updated versions, enhanced versions, and services, etc. (hereinafter collectively referred to as "Firmware Updates") with respect to Firmware for the purpose of improving operation, adding new functions, enhancing security features, etc., without obtaining prior consent from users. Firmware Updates may cause Data Loss, Etc. in the functions and services available in Related Products, for which the Company shall not be liable, except in cases of willful misconduct or negligence on the part of the Company.
2. The provision of Firmware Updates is at the sole discretion of the Company, and you may be required to use the Software to update Firmware in order to continue using the Related Products in question. If you do not update Firmware, the Company does not warrant that all or any part of the Related Products will operate satisfactorily.
3. Firmware and Firmware Updates are provided to you "as is," either as purchased or with updates applied, and the Company does not warrant that bugs or defects will not exist. In addition, by using Related Products to which Firmware and Firmware Updates have been applied, you shall be deemed to have agreed to each and every provision within the scope specified in this Agreement.
4. When you connect Related Products to the Devices via a wired or wireless connection and update Firmware via the Software, you shall read the precautions carefully and endeavor to prepare a stable operating environment. The Company shall not be liable for any problems that may occur in reflecting updates, etc. in an environment not anticipated by the Company, except in cases of willful misconduct or negligence on the part of the Company.
5. If the Company determines that it is necessary for the Company to discontinue support for Firmware, it shall make efforts to announce such discontinuance in an appropriate manner.

### **Article 10 (Measures in Case of Violation of This Agreement)**

If the Company determines that you have violated this Agreement, the Company may take measures to protect rights, including suspension of access to or use of all or part of the Software, suspension of service provided by the Software, or other necessary remedies deemed reasonable to prevent unauthorized use of the modified Software.

### **Article 11 (Severability)**

If any provision or part of this Agreement is held by the competent court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

### **Article 12 (Governing Law and Jurisdiction)**

This Agreement shall be governed by and construed in accordance with the laws of Japan. You and the Company hereby agree that the Tokyo District Court shall have exclusive jurisdiction in the first instance over any litigation or other dispute to which you or the Company may become a party in association with this Agreement.

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