DenchiSoft

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VTUBE STUDIO
END USER LICENSE AGREEMENT ("AGREEMENT") VERSION 5.2

BEFORE DOWNLOADING OR INSTALLING VTUBE STUDIO (THE "SOFTWARE") PLEASE CAREFULLY READ THE FOLLOWING AGREEMENT.

This Agreement is made by and between Vincent Diener ("DenchiSoft") with principal place of development situated at Luise-Riegger Str. 54, 76137 Karlsruhe, Germany, and any person who downloads, installs or uses the software ("Licensee" or "You").

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Subject to the terms and conditions of this License Agreement is the VTube Studio app for Windows, macOS, iOS and Android, subsequently called "the software" or "the app".

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If you use VTube Studio commercially (superchats, monetized YouTube, etc.), you have to purchase at least one paid version (iOS/Android) or paid DLC. If you use VTube Studio without the watermark (for example by cutting it out in OBS), you also have to purchase one of the paid versions mentioned above.

2.2 Company License

Company Licenses are required for companies with a total income in the previous fiscal year above the equivalent of $200 000 US dollars.

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Special case: VTuber Agencies. For VTuber Agencies with a total income in the previous fiscal year above the equivalent of $200 000 US dollars, a COMPANY LICENSE has to be purchased. In this document, a VTuber Agency refers to a company that, as its main business model, manages one or multiple VTubers that participate in activities aimed to generate revenue directly or indirectly. If this applies to you, please state this clearly in your license request.

Additionally, the company must also purchase the app on the respective app store per in-app-purchase on each iOS/Android device used, as required by Apple/Google ToS. The license will be provided as a PDF document.

No software keys or extended functionality will be provided. For internal testing or verification before the purchase decision, you may use the free version.

For company licensing price quotes, please contact denchi@denchisoft.com

IMPORTANT: When purchasing the COMPANY LICENSE, you may have to enter into another license agreement with Live2D Inc. depending on your business model and annual sales. This is required for bigger VTuber agencies. Please read the details at the bottom of this agreement carefully (chapter "Further Terms" at the end of the document).

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DenchiSoft may (but is not required to) deploy or provide patches, updates and modifications to the software that must be installed for the Licensee to continue to use the software. DenchiSoft may update the software remotely over the Google Play Store, Apple App Store or Steam Store. Updates may break compatibility with runtime VTube Studio or Live2D model files. DenchiSoft is not responsible for any broken files that may result from software updates. The Licensee is required to create safety copies for all files used in VTube Studio to prevent data loss.

4. Permitted Use for the Audio and Video Content created with the Software

By using the software you can create audio and video content, featuring Avatars, Backgrounds and/or Accessories. This audio and video content may be kept private or made public without any restrictions. This includes but is not restricted to commercial usage in YouTube videos, livestreams, TV commercials, broadcasts or public events (event booths).

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- create license files for the software or attempt to modify the license file and/or or bypass the license verification procedure of the software.
- use VTube Studio or any of its included assets to advertise cryptocurrencies, NFTs or AI "art" projects.

If you are interested in developing extensions/plugins for VTube Studio, please use the VTube Studio Public API that exposes big parts of the functionality. You may freely distribute and sell plugins created for VTube Studio, see: https://github.com/DenchiSoft/VTubeStudio

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If any provision of this Agreement is found invalid, the invalidity shall not affect the validity of the remaining provisions.

9. Model (and other included assets) License

The Live2D models included in the app (with the exception of "Akari") belong to **Live2D Inc.**, please respect the "Agreement for Free Material" on the Live2D website. The Akari model was drawn and modeled by Denchi. You may use this model in your own streams (only within VTube Studio), but not for commercial purposes unless you have explicit written permission from the creator to do so. You are not allowed to use the model as your "main" streaming model or build a streaming/video channel or social media presence around her. You are also not allowed to use the model in any way that could make it appear as if you are officially affiliated with VTube Studio or DenchiSoft.

Other included assets (items, backgrounds, …) may be used freely for any commercial and non-commercial purpose but only within VTube Studio.

10. VTube Studio Plugins

VTube Studio allows 3rd party developers to create their own plugins that can be used to control certain things inside of the app. Developers may distribute and sell these plugins however they want. No permission, license or payment to DenchiSoft is required.

If you choose to download/use any 3rd party plugins for VTube Studio, you agree that DenchiSoft is not responsible for any damage caused by these plugins as they are not controlled, developed or tested by DenchiSoft. Please only use plugins from developers you trust.

11. VNet (Online Multiplayer Collaboration)

VTube Studio offers online multiplayer collaboration functionality on Windows and macOS (called "VNet") via Steam. You may not use VNet if you are under the age of 13, which is also the minimum age required to register a Steam account. We do not knowingly collect personal information from children under the age of 13.

Furthermore, VNet does not collect or store any personal data, as defined by Article 4 (1) General Data Protection Regulation (GDPR).

If you use VNet, all assets you load (Live2D models, items, …) will be encrypted and shared with all collab participants. Shared assets will not be saved on their computers and only be stored in memory. However, invited collab participants could use specialized tools to steal your shared files. DenchiSoft will not be held responsible for any damages resulting from collab participants saving and re-distributing your shared files. Never use VNet with people you do not trust. DenchiSoft also does not have any way to decrypt your shared files.

When sharing files on VNet, you are solely responsible for all shared material and any consequences resulting from sharing it.

VNet uses Steam servers to facilitate connections and communication. These servers may frequently go offline for maintenance. There are no uptime guarantees for VNet.

If you are a security researcher and have found any security issues within VNet, please contact us at support@denchisoft.com

12. Branding

If you would like to use the VTube Studio logo and other branding in your videos, please do not modify them.

You may use them, but please only do so in a way that does not make it appear as if your project/stream is officially related to or partnered with VTube Studio. You can get them on the branding-page here: https://denchisoft.com/branding

13. Further terms

You may contact DenchiSoft at the following address: support@denchisoft.com
Technical support may be provided but you are not entitled to it as part of this license agreement. As stated before, the software is provided "as it is".

Live2D avatars are © Live2D Inc. Use of Live2D avatars is governed by the terms listed on the Live2D samples website at https://www.live2d.com/en/download/sample-data/

When purchasing a **VTube Studio COMPANY LICENSE**, you may also be required to get another distribution license directly from Live2D Inc.

Please refer to the following statement from Live2D Inc.:

This application contains Live2D Cubism SDK developed by Live2D Inc. of which the copyrights are held by Live2D Inc. If this application is utilized as a primary element of a business* and its annual sales made directly or indirectly by this application or content produced by this application exceed 20 million JPY, you shall be obliged to execute Publication License Agreement with Live2D Inc. and pay required license fee. You shall also be obliged to immediately notify Live2D Inc. when the annual sales exceed 20 million JPY. Any violation of these obligations means the utilization of Live2D Cubism SDK beyond the scope permitted by Live2D Inc. with regard to this application and the infringement of intellectual property rights of Live2D Inc., and you may receive legal claims from Live2D Inc.

* "Utilizing this application as a primary element of a business" includes but not limited to operating a VTuber streaming business. It does not include streaming video contents for sales promotion.

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If this applies to your company or you are unsure if it does, please contact Live2D using the following page for further details:

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- English: https://www.live2d.jp/eng/contact/