



SDK License Agreement

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SDK: Zao SDK (including the software library, sample source code and related documentation (including Zao SDK Quick Start Guide, API Manual and Zao SDK Manual))

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Licensee represents, warrants and covenants that Licensee, its parent company, its affiliated companies, any of their executive officers, directors and personnel in a position equivalent thereto), employees, and major equity holders have not fallen or will not fall under any of the following categories through (1) to (6) (such person or group referred to collectively as the "Anti-Social Forces"), and will not conduct any of the following actions through (7) to (11):

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- (2) a member of an organized crime group;
- (3) a quasi-member of an organized crime group;
- (4) a related company or association of an organized crime group;
- (5) a corporate racketeer; or
- (6) other equivalent person of any category above (1) to (5).
- (7) a demand with violence;
- (8) an unreasonable demand beyond its legal entitlement;
- (9) use of intimidating words or actions in relation to transactions;
- (10) an action to defame the reputation or interfere with the business of Soliton or Soliton's affiliated companies by spreading rumor, using fraudulent means or resorting to force; or
- (11) other equivalent actions of above (7) to (10).

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Article 11. Miscellaneous

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2. Soliton may, at its discretion, audit Licensee's use of the SDK to ensure Licensee's compliance with this Agreement. Licensee shall provide reasonable and necessary assistance for such audit and promptly furnish Soliton with information it reasonably requests.
3. In the event that Licensee breaches any of the terms of this Agreement, Soliton may terminate this Agreement immediately without any notice of breach to Licensee. In such case, Licensee shall, at Soliton's option, uninstall and permanently erase the SDK and all copies thereof.
4. Licensee acknowledges that the Software, including the relevant documentation and technical data, may be subject to the export control laws of Japan and any other applicable export control laws. Licensee shall comply with all such export control laws.
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6. The SDK transmits video and other information to the server, and information about the device on which the SDK is installed is also automatically transmitted to the server. In addition, customer support feature operations may transmit information including system logs of the device to the server. Such information will be used only to support the customer and to develop and improve Soliton's products and services. Soliton will properly manage such information with technical measures to prevent unauthorized access and leakage.
7. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall not be affected.
8. (If Licensee is domiciled in Japan) If any dispute out of or related to this Agreement may not be resolved amicably by two parties, the Tokyo District Court shall be the court of exclusive jurisdiction of the first instance. (If Licensee is domiciled outside of Japan) All disputes, controversies or differences arising out of or in connection with this Agreement shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The arbitral proceedings shall be conducted in English.
9. This Agreement is governed by and construed in accordance with the laws of Japan.

[Revision history]

Date	/ Edition number	/ File name
May 8, 2023	/ First edition	/ ZAOSDK_SDKLicenseAgreement_ENG
October 31, 2024	/ revision1	/ ZAOSDK_SDKLicenseAgreement2410_ENG
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