



## 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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- (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
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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.
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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]

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