Terms and Conditions of SDK License
(Performance Evaluation Version)

Each evaluation user ("**User**") agrees to the provisions specified below with regard to use of the "Software Evaluation Version Development Kit regarding Audio Fingerprint Technology and Audio Watermark Technology" owned by Evixar Inc. ("**Evixar**"):

Article 1.   Scope of License

1. In accordance with the conditions set forth in these Terms and Conditions of SDK License (these "**Terms**"), Evixar hereby grants User a non-exclusive use of the SDK (as defined in the following paragraph), only for the purpose of development by User of applications for Android and iOS compatible smartphones (the "**Apps**"), for the purpose of evaluation by User of the audio fingerprint technology and audio watermark technology for which Evixar holds the ownership, intellectual property rights and any and all other rights (the "**Technology**") as well as the software relating to the Technology, and for consideration of the possibility of the practical use thereof.

2. Under these Terms, the "**SDK**" collectively means "sample code," "reference module," "redistributable module" and "related materials," as well as Evixar's "authorization server" which authorizes the Apps (including any updated versions as provided by Evixar), for which Evixar holds the ownership, intellectual property rights and any and all other rights, and which are known as the "Software Evaluation Development Kit regarding Audio FingerPrint Technology and Audio Watermark Technology."

3. Pursuant to these Terms, User only obtains the license relating to the SDK as set forth in Paragraph 1 and shall not obtain any copyright, ownership, sublicense or any other rights.

4. User's use of all or any part of the SDK shall be deemed to constitute User's agreement to all of these Terms.

Article 2.   Prohibited Matters

User must not engage in or cause any third party (including, without limitation, User's Entrustee as set forth in Article 6) to engage in any of the following:

(1) Using any Apps developed by using the SDK for any purpose other than for evaluation of the Technology and the Apps;

(2) Duplicating the SDK;

(3) Distributing or selling the Apps;

(4) Assigning or sublicensing to, or making the license relating to the SDK available for use by, any third party;

(5) Lending, leasing or establishing a security interest on the SDK for any third party;

(6) Conducting source code analysis work such as duplicating, modifying, reproducing, altering, changing, reverse engineering, de-compiling, translating or de-assembling, or creating similar or derivative products of the SDK based on the SDK; or

(7) Altering, adapting or removing, etc. all or any part of the SDK, including the SDK's appendices.

Article 3.   Ownership of Copyrights

1. Any ownership, intellectual property rights and any and all other authority in relation to the SDK and any documents attached thereto shall belong to Evixar.   The SDK is protected by the Copyright Act and international copyright treaties, as well as other laws and treaties concerning intellectual property rights.   User may not alter or remove any expression of rights placed on the SDK, its appendices and other documentation.

2. Any copyrights concerning the Apps shall belong to User, except for the portion relating to the SDK for which Evixar has the rights.

3. Subject to User's compliance with Article 2 and each of the remaining

provisions of these Terms, User may make applications for and registrations, etc. of industrial property, copyright and other intellectual property rights in relation to any inventions, devices and/or creations of designs, etc. ("**Invention, Etc.**") independently made by User in the course of developing the Apps.

4. User shall not, in any way whatsoever, claim or exercise any rights against Evixar based on any Invention, Etc. that has been made in the course of developing the Apps, or any industrial property based on such Invention, Etc., or any intellectual property rights, including copyrights, that have arisen in the course of such development, or any other rights.

5. The provisions of this Article shall remain in full force and effect regardless of the termination of any agreement between Evixar and User pertaining to these Terms or the termination of User's use of the SDK.

Article 4.   Cooperation

For the purpose of bringing the Apps into practical use, Evixar and User shall strive to share case and customer information and to promote such practical use through mutual cooperation.

Article 5.   Confidentiality

1. Evixar and User must not, without obtaining prior written approval from the disclosing party, disclose, provide or divulge to any third party (i) the existence and each of the provisions of any agreement between Evixar and User pertaining to these Terms, and (ii) any information concerning the disclosing party that the receiving party has come to know of in relation to such agreement, which either (a) contains a clear statement of confidentiality, such as "Secret," "Private," "Confidential Information," or "CONFIDENTIAL," etc. or (b) for which the disclosing party has provided notification to the effect that such information is confidential at the time of oral disclosure thereof and for which the contents thereof are identified in writing (including e-mails) immediately after such disclosure, as well as

technological information concerning the SDK (collectively, "**Confidential Information**"); provided, however, that, as for the information that is obliged to be disclosed by a government office or court in accordance with the applicable laws and regulations, such Confidential Information may be disclosed to such government office or court to the minimum extent necessary. Moreover, information that can be proven to fall under any of the following shall not be treated as Confidential Information:

(1) Information already held by the receiving party at the time when such information is provided or disclosed to the receiving party;

(2) Information already in the public domain at the time when such information is provided or disclosed to the receiving party;

(3) Information which enters the public domain due to causes not attributable to the receiving party after such information is provided or disclosed to the receiving party;

(4) Information legally acquired by the receiving party from a duly authorized third party that is not under any obligation to maintain confidentiality; and

(5) Information independently developed or obtained by the receiving party without the use of any Confidential Information.

2. Evixar and User must not use any Confidential Information for any purpose other than for the purpose of these Terms.

Article 6.   Entrustment

1. User shall not entrust development of the Apps to any third party without Evixar's prior written approval.

2. If User entrusts development of the Apps to a third party (the "**Entrustee**") in accordance with the preceding paragraph, User shall, at its responsibility, impose obligations on Entrustee equivalent to the obligations under these Terms, and, at the same time, User shall bear responsibility toward Evixar for any and all acts of the Entrustee.

Article 7.   Scope of Warranty and Responsibility

1. If it is confirmed that the SDK has any defects or other malfunctions, Evixar shall endeavor to resolve such defects and other malfunctions; however, User shall accept in advance that it may be impossible in certain cases to make improvements or resolve such defects and other malfunctions due to technical restrictions and other circumstances.

2. With regard to the SDK and appendices, Evixar shall not, in any way whatsoever, warrant, among others, their quality, performance, fitness for a particular purpose or non-infringement of third party intellectual property rights.   Moreover, Evixar shall not warrant the performance, effects, results or any other matters to be obtained by User's use of the SDK.

3. If any dispute arises between User and a third party over intellectual property rights in relation to the Apps, etc. that User has created by using the SDK, User shall resolve such dispute at its responsibility and expense; provided, however, that Evixar may, to the extent Evixar recognizes it as being necessary, participate in and cooperate with dispute resolution.

4. Evixar shall not, in any way whatsoever, be liable for any damage incurred by User as a result of User's use of the SDK.

Article 8.   Termination

1. If User breaches any of the provisions of these Terms and fails to remedy such breach within fourteen (14) days after having received a notice from Evixar demanding such remedy, Evixar may, by way of providing a notice to that effect to User, immediately terminate any agreement between Evixar and User pertaining to these Terms.

2. Evixar may immediately terminate any agreement between Evixar and User pertaining to these Terms without the need to provide any demand for remedy whatsoever, if any of the circumstances set forth below apply to User:

(1) User breaches Article 2;

(2) A note or check drawn by User is dishonored, a disposition for suspension of transactions with a trading house is issued against User, or User becomes insolvent;

(3) A petition for provisional attachment, provisional disposition, compulsory execution, etc. is filed against User by any third party, or a disposition due to tax delinquency is issued against User;

(4) A petition for the commencement of bankruptcy, special liquidation, civil rehabilitation or corporate reorganization proceedings is filed in relation to User;

(5) User's business is suspended or abolished, or User is dissolved;

(6) Other than the above, if User undergoes a considerable deterioration in its financial conditions or the likelihood thereof is determined; or

(7) If any of the following circumstances apply to User:

    (i) User is an organized crime group, a company related to an organized crime group, a corporate extortionist ("*sokaiya*") or any person/organization equivalent to the foregoing or a member thereof (collectively, "**Anti-Social Force**");

    (ii) Any of User's officers (meaning representative members, directors, corporate officers or any person equivalent to the foregoing) is an Anti-Social Force;

    (iii) User or any of User's officers provides cooperation for maintenance and operation of an Anti-Social Force, such as providing funds to an Anti-Social Force;

    (iv) User or any of User's officers has a socially reprehensible relationship with an Anti-Social Force; or

    (v) User or any of User's officers engages in, by itself or himself/herself, or causes any third party to engage in a violent act of demand toward the other party, an act of making an unjust demand that goes beyond legal responsibility, an act that damages the other party's reputation and credibility or an act of disturbing the other party's business operations.

Article 9.   Effective Term

1. The effective term of any agreement between Evixar and User pertaining to these Terms shall be one (1) year from the day on which the SDK is provided; provided, however, that Evixar and User shall engage in consultation for renewal of such agreement, including the cooperation set forth in Article 4, by no later than two (2) months prior to expiration of the term thereof.

2. The provisions of Articles 2, 3, 5, 7, and 10 through 16 shall remain in full force and effect even after the termination of an agreement between Evixar and User pertaining to these Terms; provided, however, that, Article 5 shall survive only one (1) year after the termination of such agreement.

Article 10.   Measures to Be Taken after Termination of Agreement

1. If an agreement between Evixar and User pertaining to these Terms is terminated due to the expiration of the term thereof, cancellation, or otherwise, User must either (i) return the SDK provided by Evixar under such agreement (including any backup copies thereof) and all of the materials relating to the SDK (including any copies thereof) to Evixar, or (ii) dispose of or delete all of the foregoing.

2. In the preceding paragraph, if User disposes of or deletes the SDK and the duplicate thereof, User must submit a certificate of disposal to Evixar.

Article 11.   Prohibition on Assignment

User must not, without obtaining prior written approval from Evixar, assign all or any part of its contractual status under any agreement between Evixar and User pertaining to these Terms, or all or any part of its rights and obligations arising from such agreement to any third party, or establish any security interest thereon, or otherwise cause any third party to succeed to the same.

Article 12.   Claim for Compensation for Damage

If User breaches these Terms, Evixar may claim against User for

compensation for the ordinary and direct damage incurred thereby.

Article 13.   Modification to These Terms

Evixar may modify these Terms at its discretion.   If Evixar modifies these Terms, Evixar shall notify User of the content of the modification by no later than one (1) month from the effective date thereof.   If User uses all or any part of the SDK after modification of these Terms, User shall be deemed to have accepted such modification.

Article 14.   Consultation

Evixar and User shall engage in good faith consultation on any matters not set forth in these Terms or any matters regarding which doubts arise as to these Terms, and shall attempt to resolve the same in an amicable manner.

Article 15.   Jurisdiction

Notwithstanding the consultation specified in the preceding Article, if any dispute arises between Evixar and User concerning these Terms, Evixar and User agree to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 16.   Governing Law

These Terms shall be governed by and interpreted in accordance with the laws of Japan.

Established: March 1, 2016
Revised: September 22, 2016