

License Agreement for AsReader SDK

Please read carefully before using the Software Development Kit "AsReader SDK" (hereafter "SDK") that is developed and offered by the Company (Asterisk Inc.).

In offering the SDK we require you to agree to the Terms of Use below as a condition of use. Please read the Terms of Use below before installing the software. By installing the SDK, you agree to the Terms of Use below. If you cannot agree with the Terms of Use below, please refrain from using the SDK.

Terms of Use

Article 1: Purpose of these Terms of Use

The purpose of these Terms of Use is to determine the common Terms of Use for the SDK that is offered by the Company to the users of the SDK as they are determined in the next Article.

Article 2: Definitions

1. For these Terms of Use, "User" is defined as an individual who develops software applications and uses the SDK.
2. For these Terms of Use, "Target Product" is defined as the AsReader Development SDK that is developed by the Company and publicly available both free of charge or for a fee.
3. For these Terms of Use, "Library" is defined as the program developed by the Company which has the control function over the Target Products, which includes the SDK.
4. For these Terms of Use, "API Specification Document" is defined as the document in which the specifications of the linkage function with the external program "Library", which includes the SDK are registered.
5. For these Terms of Use, "Sample Program" is defined as a source code format program that is developed by the Company and which has a linkage function with the Library which includes the SDK, which the Company provides to the User as a sample when they are developing a user program.
6. For these Terms of Use, "Modification Program" is defined as a program created by a User based on Article 3, Paragraph 2, Item (2).

7. For these Terms of Use, "User Software" is defined as the software developed by the User and that has the control function over the Target Products.

8. For these Terms of Use, "End User" is defined as the individual who uses the User Software.

Article 3: License of Use

1. The Company grants free use of the information described in the API specifications worldwide for the purpose of implementing the development and improvement of User Software by Users.

2. The Company grants the User the following worldwide rights regarding the Library and Sample Programs free of charge:

(1) The right to duplicate the Library and Sample Programs to the User's computer for the purpose of developing User Software.

(2) The right to alter the Sample Program for the purpose of developing User Software, or to rely on the Sample Program to develop other programs.

(3) The right to incorporate the following programs into user software:

①Library

②Sample Program

③Modification Program

(4) The right to reproduce the User Software and to provide it to the End User by way of transferring (regardless of whether a fee is charged), lending, or public transmission.

(5) The right to license the use of the User Software that is based on the preceding number, which they provided to the End User.

Article 4: License Period

The license period of the license described in the preceding article (hereafter: "This License") shall be one year from the time the User agrees to these Terms of Use. However, unless declared otherwise by either the Company or the User up to 30 days prior to the expiration of such period, This License shall be renewed for one year under the same conditions.

Article 5: Prohibited Acts

The User shall not, with respect to the Target Software and the SDK, perform any of the following acts:

- (1) Link User Software which has the control function over the Target Product with the Target Software using a method different from that described in the API Specification Document.
- (2) Use the information described in the API Specification Document or the Sample Program for purposes other than the matters stipulated in the items of Article 3 of these Terms of Use.
- (3) Use the information described in the API Specification Document to reverse engineer, or have a third party reverse engineer, the Target Software (which includes, but is not limited to, modification, reverse compiling and disassembling).

Article 6: Support by the Company

If the User needs support with the API Specification document or the content of the Sample Programs, or with the development of User Software, the Company is able to provide this support to the User for a fee. Furthermore, the contents and conditions of such support shall be determined in a separate contract to be signed by both the User and the Company.

Article 7: Attribution of Rights

1. All of the intellectual property rights such as industrial property rights, copyrights, trade secrets etc. (hereafter: "intellectual property rights") pertaining to the Target Software, API Specification Document, Library and Sample Program belong to the Company and will not be transferred to the User with the conclusion of these Terms of Use or the delivery of the API Specification Document.
2. All of the intellectual property rights pertaining to the Modification Program belong to the User. However, concerning the Modification Program, the Company will continue to have the rights of the original author against the secondary work as specified in Article 28 of the Japanese Copyright Law.
3. All of the intellectual property rights pertaining to the User Software belong to the User.

Article 8: Scope of responsibility of the Company

1. For API Specification Document, the Library and the Sample Program, the Company does not guarantee that there are no errors in them, that the content of them will be useful to the User's business or that they will work properly in the User Software, nor does the Company give guarantees on the API Specification Document and the Sample Program, including whether the information in them infringes on the rights of third parties.

2. The Company is not liable for any damages (including, but not limited to, profit loss, suspended business, loss of business information and other financial damages) to the User due to the use of the information in the API Specification document, or from the use or inability to use the User Software that was created with the incorporation the Library, Sample Program or Modification Program.

3. The Company is not responsible for the User Software, such as its functioning (including the control function of the Target Product in the User Software, the same shall apply hereafter), its quality or its usefulness to the End User, and Company disclaims any responsibility and will not respond to any enquiries from the End Users or other third parties, bug fix requests and other complaints, and objections or request etc. (hereafter "requests etc.") regarding the User Software.

Article 9: Termination

1. When the User falls under any of the following categories, the Company may without notice immediately cancel all or part of this License.

(1) The User fails to fulfill any obligations arising from these Terms of Use, and regardless of being informed of this by the counterparty and being given a reasonable time frame, continues to do so.

(2) The User commits fraud, or interferes with the performance of the counterparty's professional duties.

(3) The User is seized, provisionally seized, or receives a temporary injunction, or the User petitions for bankruptcy, for voluntary liquidation procedures or for corporate reorganization procedures, or the User petitions to start civil rehabilitation proceedings, or the User enters liquidation.

(4) The User decides to terminate, or the User wishes to transfer all or a significant part of the business to a third party.

(5) The User damages the credibility and honor of the company, or acts in a way that makes the Company lose trust in the User.

(6) When downloading the SDK, the User finds that the information offered by the Company contains false information.

2. The Company shall be able to claim compensation from the User for damages to the Company because the User falls under any of the categories in the preceding paragraph.

Article 10: Obligations after contract termination

Upon termination of this License, the User shall immediately dispose of any API Specification documents, Libraries, Sample Programs and Modification Programs, and any copies thereof.

Article 11: Survival Clause

Even if this License is terminated, Articles 5, 6, 7, 10, 12 and 13 of these Terms of Use will remain in effect.

Article 12: Prohibition of transfer of receivables / liabilities

The Company and the User shall not transfer all or part of the rights or obligations under these Terms of Use to a third party without obtaining prior consent from the other party.

Article 13: Dispute resolution

In the event litigation is needed to resolve a dispute arising from these Terms of Use, the Company and the User shall in the first instance be subject to the exclusive jurisdiction of the Osaka District Court.