

“ailia” Free Edition LICENSE

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USERS WHO WISH TO USE THE SOFTWARE SHALL READ THIS DOCUMENT IN ADVANCE, COMPLY WITH THE TERMS OF USE, AND THEN USE THE SOFTWARE. BY USING THE SOFTWARE, USERS ARE DEEMED TO HAVE AGREED TO THIS DOCUMENT. IF THE USER VIOLATES THE TERMS OF THIS DOCUMENT, USER MAY BE SUBJECT TO LEGAL CLAIMS FROM AX.

!! CAUTION !!

“ailia” IS NOT OPEN SOURCE SOFTWARE (OSS).

As long as user complies with the conditions stated in this Document, user may use the Software for free of charge, but the Software is basically paid software.

1. Definitions.

The following terms shall have the meanings ascribed to them in the respective Items below:

- (i) **“Software”** refers to ax’s edge AI framework “ailia”. Software also includes its manuals and other related materials.
- (ii) **“User Product”** refers products (including software, applications, services, hardware products, etc.) developed by the user using the Software.
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- (iv) **“Purpose of Use”** refers to the purpose of using the Software as defined in Article 3.
- (v) **“Small business”** refers to the use of the Software in a manner where the total economic benefits (such as sales, advertising revenue, or other economic gains) from the User Product in the past 12 months is less than US\$100,000.
- (vi) **“License File”** refers to the certification file to activate the Software.
- (vii) **“Individual User”** refers to a natural person who is not incorporated.

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2.2 User may use the Software only on the User Device.

2.3 In the event that the Individual User provides a User Product to a third party, the Individual User shall include both of the following statements as a notation on the startup screen of the User Product.

「本製品は、エッジ AI フレームワーク「ailia SDK」を採用して開発されました。」

「This product was developed using the Edge AI framework "ailia SDK".」

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3.1 The use of the Software by the user is limited to the purposes set forth in the following items. The details of specific Purpose of Use will be defined on the ax's website.

(i) "Evaluation Purpose"

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- Limited to use inside the user.

- Distribution of the User Product to third parties for the evaluation of business or Proof of Concept (PoC) is excluded from Evaluation Purpose.

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-Only Individual User may use the Software for Small business. Use of the Software in contracted development for third parties is excluded from Small business.

- If ax deems that the use of the Software for Small business Purpose affects the interests of ax or ax's customers, such use will be excluded from Small business Purpose.

3.2 User shall conclude separate license agreement with ax to use the Software for purposes other than those specified in preceding paragraphs.

4. License Fee.

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10.1 This Document will remain in force from the date which user starts using the Software until the date set in License File or finish of the Purpose of Use, whichever comes earlier.

10.2 ax may terminate this Document at any time for any reason by suspending the issuance of the License File. ax shall not have any responsibilities resulting from the termination of this Document.

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10.4 Upon the termination of this Document, the rights granted to user with respect to the Software shall terminate and User shall forthwith destroy the Software (including the erasure of the Software or the copy of the Software from the User Device).

11. Export control

User will comply with all applicable laws and regulations on export, import and economic sanctions where user use the Software. User will comply with, and be solely responsible for compliance with, all applicable laws and regulation related to user product.

12. Others.

12.1 In the event that any provision of this Document is held by a court to be unenforceable or invalid, such provision shall be limited or eliminated to the minimum extent necessary so that this Document shall otherwise remain in full force and enforceable.

12.2 ax may amend this Document by posting amended Document and the date when the amendment take effect on ax's website.

12.3 User acknowledges and agrees that ax may seek, in addition to any other right to damages, an injunction from a court of competent jurisdiction.

12.4 This Document shall be governed by and construed in accordance with the laws of Japan without conflict of law principles.

12.5 The Tokyo District Court shall have exclusive jurisdiction and venue in connection with all disputes pertaining to or arising under this Document as a court of first instance.

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