

Synthesizer V 2 AI Otomachi Una End-User License Agreement

This English version EULA is an auxiliary of the Japanese version.
In the event of inconsistency or discrepancy between the Japanese version and English version, the Japanese language version shall prevail.

Please read this license agreement (hereinafter referred to as "this Agreement") before using this product. This document is an agreement between you (hereinafter referred to as "the user") and MTK Inc. (the planning) and INTERNET Co., Ltd. (the distributor) and Dreamtonics Co., Ltd and AHS Co. Ltd.(the developers), which are hereinafter referred to as "we" and "us" collectively. By using this product, you agree to all of the terms and conditions set forth herein. If you do not agree with all or part of the terms of this document, neither Dreamtonics Co., Ltd. nor its certified distributor will grant you a license to use this product.

1. We license to the user the use of the product on the condition that the user complies in good faith with this agreement.
2. We may change the content of this Agreement without prior notice to the user.
3. For the utilization of paid contents and services, please refer to the webpage specified by us or the webpage specified by a third party. Minors must obtain the consent of their legal representative before purchasing paid content or services.
4. When internet communication is used with this product, you will be charged separately by a telecommunication carrier.
5. To enable this product, the user is required to hold or register a Dreamtonics Account. The Dreamtonics Account will uniquely represent the license and usage rights of this product. You shall handle the account credentials with care and you shall not disclose or share them with a third party. We are not responsible for damages caused by inadequate management of your Dreamtonics Account and credentials, malpractices in the usage, or any usage by a third party.
6. The user must not take any measure, such as reverse engineering, reverse compilation, or reverse assemble, etc. that result in the extraction of information such as basic concepts, structure, and source code for this software/algorithm. The user must not attempt to bypass the copyright protection technology and technical limitations of the product.

7. The copyright, including the right to edit all works related to this product, is reserved by us or the third parties from which we have obtained licenses.
8. The license granted by us to the user allows the user to access the product on one device simultaneously. The user shall not simultaneously access the product on multiple devices with a single license.
9. The license granted by us to the user is non-transferable.
10. Trial Period: You may access this product through your Dreamtonics Account without purchasing a license within the trial period (hereinafter referred to as “trial period”), starting from the first enablement of this product. During the trial period, you may not use audio generated by this product for commercial purposes. Usage of this product during the trial period may be subject to functional and quality limitations.
11. Please contact us if you want to embed this product in other products for commercial use.
12. When using the product, you must not do any of the following acts, or any act that may lead to such acts
 - (1) Falsification of information that may be used in the product.
 - (2) Any action that infringes or may infringe our copyrights or that of a third party.
 - (3) Sending and writing harmful computer programs, etc.
 - (4) Slander or defamation of us or a third party.
 - (5) Any action that violates or may violate privacy.
 - (6) An act that is against public order and morals, or an act of disclosing obscene documents, drawings, synthesized voice, etc. to others.
 - (7) Interfering with the operation and use of the product.
 - (8) Distributing audio files created by the user with the product, in the form of a compilation of phrases from which derived works can be created by inserting the contents of such a compilation into videos, audio recordings, broadcasts, games, audio books, or other forms of media.
 - (9) Sublicensing the product to any third party.
 - (10) Lending, transferring, or renting the product or any copy of the product, in whole or in part.
 - (11) Disclosing or allowing a third party to use the license for the product; lending, transferring, selling, or offering as collateral the license for the product.
 - (12) Leaving the product in a state where it can be operated by others who do not own a license.
 - (13) Using the audio rendered by this product to train a singing synthesis or speech synthesis model, algorithm, application or any data-driven workflow

that generates singing voice or speech.

(14) Any other actions that violate or may violate the law.

13. We may change all or part of the contents of the product without prior notice to you.

14. For operational or technical reasons, we may temporarily suspend or restrict the use of the product without notice to you. For the same reason, the provision of the product may be delayed.

15. Please note that you may not be able to use this product properly due to the communication environment, your computer specifications, or other reasons.

16. We do not guarantee the accuracy of the content of this product or the accuracy of the information provided. We may place advertisements and promotions on some of the services.

17. Advertisements and promotions may appear in parts of the product. Advertising and promotion may include hyperlinks to websites or information sources, but we have no responsibility for any advertisements, products, etc. on or available from such websites or information sources. No warranty is given for any information.

18. We will not be liable for any loss or damage incurred by the user in using this product.

19. This agreement between us and you and the license granted to you shall be terminated if any of the following items apply.

(1) When we have reason to believe that you are sharing this license with a third party.

(2) When you purchase a new major version of the product for an upgrade and a new contract is enacted.

(3) When a breach of contract occurs.

20. Upon termination of this Agreement due to a breach of contract, you must remove the products and all copies in your possession. 6, 12, 18 and 21 in this Agreement shall remain in effect even if this Agreement is terminated.

21. This Agreement shall be deemed to have been entered into in Japan, and any dispute arising under this Agreement shall be resolved in accordance with the laws of Japan. The user agrees that claims asserted in legal proceedings by either party against the other party shall be commenced and continued in the Tokyo District Court in Tokyo, Japan. If any provision of this Agreement is found unenforceable by a court or other adjudicatory body in any jurisdiction,

such provision shall be enforced to the maximum extent permitted and the remainder of this Agreement shall remain in full force and effect.

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