"Corpus of Spontaneous Japanese" License Agreement

The National Institutes for the Humanities, an Inter-University Research Institute Corporation, and the National Institute of Information and Communications Technology, a National Research and Development Agency (hereinafter, jointly referred to as the "Licensor") hereby enter into the following agreement with La Metal Machines Corporation (hereinafter, the "Licensee") on the use of the "Corpus of Spontaneous Japanese" owned by the Licensor.

Article 1. License
The Licensor grants the Licensee the license to use the Corpus of Spontaneous Japanese pursuant to the provisions set forth in this Agreement.

Article 2. Attribution of Copyright Rights
Rights associated with the Corpus of Spontaneous Japanese and accompanying software arising under the Copyright Act shall be attributable to the Licensor.

Article 3. Notification of Usage Details
1. The Licensee will fill in the necessary information, such as its purpose and scope of use of the Corpus of Spontaneous Japanese, in the prescribed application form (hereinafter, the "Application Form") and submit this form to the Licensor prior to the conclusion of this Agreement.
2. The Licensee will promptly notify the Licensor if there has been any change to the matters described in the Application Form. If said changes necessitate the conclusion of a new license agreement, then the Licensor and the Licensee shall enter into a new agreement.

Article 4. Scope of the License
1. The Licensor will allow the Licensee to use the Corpus of Spontaneous Japanese within the following scope under this Agreement.
   (1) Purpose of use: The purpose listed in the Application Form.
   (2) Users: i) Persons listed in the "Users" column in the Application Form (hereinafter, "Users")
      ii) Persons in the same department or laboratory (including affiliated companies, etc.) as a User. However, use shall be limited to departments or laboratories (including affiliated companies, etc.) in which the User can manage the Corpus of Spontaneous Japanese as the chief administrator.
2. The Licensee must not engage in any of the following acts:
   (1) Reproducing, transferring, lending, selling, distributing, publicly transmitting or publishing the Corpus of Spontaneous Japanese in whole or in part, using the Corpus of Spontaneous Japanese beyond the scope set forth in the preceding paragraph, or violating the copyright rights of the Licensor or third parties. However, Corpus of Spontaneous Japanese may be copied for the purpose of installment or backup on the networks of organizations or groups which are Licensees to this agreement, where access to those networks is allowed only for private users or users designated as having a status equivalent to that of a private user for joint use pursuant to item (2) ii) in the preceding paragraph.
   (2) Transferring, lending, selling or otherwise disposing of its standing under this Agreement, or its rights and obligations arising under this Agreement, without the prior written approval of the Licensor.
   (3) Using the Corpus of Spontaneous Japanese to damage the reputation or otherwise infringe upon the rights
(4) When publishing research outcomes pursuant to the provisions set forth in Article 7, publish speaker information other than the speaker information recorded in the Corpus of Spontaneous Japanese or information that other Users could use to obtain speaker information other than the speaker information recorded in the Corpus of Spontaneous Japanese.

(5) Publishing discussion, criticism or impressions, etc. concerning the content of the speech, such as the correctness and propriety of the statements, etc., included in the Corpus of Spontaneous Japanese.

(6) In addition to the preceding items, use the Corpus of Spontaneous Japanese beyond the purpose and scope explicitly permitted under this Agreement.

3. The Licensor may, when it deems so particularly necessary, demand the Licensee report on its usage of the Corpus of Spontaneous Japanese.

Article 5. Outsourcing

1. The Licensee may contract duties such as the analysis of the Corpus of Spontaneous Japanese to persons other than those listed in the provisions of paragraph 1 (2) of the preceding Article in order to achieve the purpose of use set forth in paragraph 1 (1) of the preceding Article.

2. The Licensee has the responsibility to ensure that any persons contracted to perform duties pursuant to the provisions of the preceding paragraph (hereinafter, “Contractors”) comply with the prohibitions set forth in paragraph 2 of the preceding Article, the information management obligations set forth in Article 6, and the matters listed under “effect of the termination of this Agreement” in Article 13.

3. The Licensee must not allow Contractors to subcontract their duties to others.

Article 6. Information Management Obligations

The Licensee shall actively protect the personal information of speakers obtained through analysis of the Corpus of Spontaneous Japanese. The Licensee will assume responsibility for the management of the Corpus of Spontaneous Japanese and shall also take the following measures to prevent the leakage of Corpus of Spontaneous Japanese information:

(1) The Licensee shall strictly manage the Corpus of Spontaneous Japanese as well as any backup copies produced pursuant to the proviso set forth in Article 4, paragraph 2 (1) (hereinafter, "Copies defined in Article 4"), and shall pay close attention to ensure information is not leaked to third parties by, for instance, not accessing the Corpus of Spontaneous Japanese on personal computers on which file-sharing software is installed.

(2) The Licensee shall introduce network security systems as far as possible in order to prevent unauthorized access to the Corpus of Spontaneous Japanese and Copies defined in Article 4.

(3) When, in laboratories, etc., in cases where use is in networks for which access is allowed only for private users (or users specified as equivalent thereto), if there are no joint users defined in the provisions of Article 4, paragraph 1, (2) ii, the Licensee shall strictly manage the network to ensure that persons not listed in the Application Form cannot access the Corpus of Spontaneous Japanese.

(4) If this Agreement has been concluded with a single department or laboratory (including affiliated companies, etc.), then the Licensee must clarify the chief administrator of the Corpus of Spontaneous Japanese. The chief administrator must ensure Users of the Corpus of Spontaneous Japanese comply with the obligations set forth in this Agreement.

Article 7. Publication of Outcomes

1. The Licensee may create and publish outcomes obtained from the use of the Corpus of Spontaneous Japanese statistical information (frequency information, such as N-gram) provided it does not violate the provisions set forth in Article 4.
Article 8. Consideration

The license fee for the Corpus of Spontaneous Japanese under this Agreement shall be 500,000 yen (excluding tax).

Article 9. Change to Specifications

The Licensor may change the specifications of the Corpus of Spontaneous Japanese without prior notice. The Licensor may also collect the old version of the Corpus of Spontaneous Japanese from the Licensee when distributing a revised version.

Article 10. Disclaimer

The Licensor assumes no liability for any damage to the Licensee or third parties caused by use of the Corpus of Spontaneous Japanese.

Article 11. Cancellation of this Agreement

The Licensor may cancel this Agreement by notifying the Licensee of the same in writing in the event the Licensee is found to have violated the provisions set forth in this Agreement. The provisions set forth in this Article shall not preclude the Licensor from demanding compensation for damages from the Licensee.

Article 12. Term of this Agreement

1. This Agreement shall be valid for a period of four years from the date of its conclusion. However, this Agreement shall be automatically renewed for a further year unless either party hereto notifies the other party in writing of an intent to terminate this Agreement no less than one month prior to the expiration of its term, and the same shall apply thereafter. This shall not apply if this Agreement has been cancelled pursuant to the provisions of the preceding Article.

2. The license fee set forth in Article 8 shall not be applied when this Agreement has been automatically renewed pursuant to the provisions of the preceding paragraph.

Article 13. Effect of the Termination of this Agreement

1. The Licensee must immediately return or destroy the Corpus of Spontaneous Japanese and the Copies defined in Article 4 upon the termination or cancellation of this Agreement.

2. The unique outcomes achieved by the Licensee from analysis, etc. of the Corpus of Spontaneous Japanese during the term of this Agreement (analysis data) shall not be subject to destruction or erasure pursuant to the provisions of the preceding paragraph. It should be noted that the Licensee may not restore its analysis data to the original material for re-use.

3. If this Agreement has been cancelled pursuant to the provisions of Article 10 due to circumstances attributable to the responsibility of the Licensee, then the Licensee must return all accompanying materials including analysis data and copies thereof to the Licensor as well as immediately returning or destroying the Corpus of Spontaneous Japanese and the Copies defined in Article 4 pursuant to the provisions of paragraph 1 of this Article.
Article 14. Court of Competent Jurisdiction

The Tokyo District Court shall have the exclusive jurisdiction to hear all litigation in connection with this Agreement at the first instance. This Agreement shall be governed by and construed in accordance with the laws of Japan.

Article 15. Consultation

The Licensor and the Licensee shall mutually discuss and endeavor to amicably resolve any matters not set forth in this Agreement as well as any doubts arising as to the interpretation of the provisions set forth herein in good faith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate, and to be duly signed and sealed, and each party shall keep one copy. For simplification of administrative procedures, the National Institutes for the Humanities shall sign and seal this Agreement on behalf of the Licensor.

Date:

The Licensor:
4-3-13 Toranomon, Minato-ku, Tokyo
10F Lametian Kamiyacho Bldg.
Director of the Inter-University Research Institute Corporation National Institute for the Humanities

The Licensee:
Address: Lametal Andromeda Galaxy, M31, NGC 224
La Metal Machines Corporation
R&D department Manager

National Institute for Japanese Language and Linguistics, BCCWJ Support

The address is not for postal address to send the form.
The form should be sent the follows
Zip: 190-8561
10-2 Midori-cho, Tachikawa, Tokyo, Japan
National Institute for Japanese Language and Linguistics, BCCWJ Support

Put subscriber’s signature.

Do not use correction fluid or tapes. If you made a mistake, please draw double crossed lines on the mistake and affix your seal or signature on the lines.