

**LICENSE AGREEMENT FOR USE OF  
EDR ELECTRONIC DICTIONARY FOR RESEARCH PURPOSES ONLY**

Sample

Licensee:

\_\_\_\_\_

Licensor:

National Institute of Information and  
Communications Technology  
Incorporated Administrative Agency

Licensee and Licensor hereby set forth in the following list of basic terms (hereafter called the "Basic Terms") and Agreement (hereafter together with the Basic Terms called the "Agreement") regarding the use for research purposes of the EDR Electronic Dictionary (hereafter called the "EDR Dictionary") of the type named in Item 1 of the following gist of agreement (hereafter called the "Basic Terms"), in witness whereof the parties hereto have prepared and executed the Agreement in duplicate each party retaining one copy thereof.

**[Basic Terms]**

1. Name of EDR Dictionary: As per attached Breakdown List
2. Date of delivery: September \_\_\_\_\_, 2004
3. Payment:
  - Research License Fee (in lump sum)
  - ¥\_\_\_\_\_ (Details as per attached Breakdown List)
  - Withholding Tax: ¥\_\_\_\_\_
  - Total : ¥\_\_\_\_\_
4. Term: The term of this Agreement shall be for two (2) years as of \_\_\_\_\_, 2004. In the event Licensee desires to terminate the Agreement, Licensee shall notify Licensor of the date of the proposed termination by a termination notice in the form prescribed by Licensor at least one (1) month prior to the expiration of the Agreement. Unless Licensee gives such termination notice the term of the Agreement shall be extended for another one (1) year under the same terms and conditions thereof, and these shall apply thereafter.
5. Permitted concurrent number of machines: 5

## [AGREEMENT]

### Article 1 (Object)

Licensor hereby grants Licensee a license in accordance with Article 3 hereof with respect to the EDR Dictionary (hereafter called the "Research License") and Licensee shall pay Licensor the license fee as set forth in Item 3 of the Basic Terms (hereafter called the "Research License Fee") in consideration of the grant of said Research License.

### Article 2 (Delivery of EDR Dictionary)

Licensor agrees to deliver the EDR Dictionary by the method of delivery specified by Licensor on or before the date of delivery as set forth in Item 2 of the Basic Terms. After confirming the kind and the number of individual EDR Dictionaries delivered by Licensor, Licensee shall sign the acceptance form specified by Licensor and deliver such form to Licensor. Licensee's acceptance of said EDR Dictionaries shall be completed as of the date of such execution.

### Article 3 (Research License to use EDR Dictionary)

1. Licensor hereby grants to Licensee for the term of this Agreement a personal, non-exclusive, nontransferable, royalty-bearing, worldwide license (hereafter called the "Research License"). Under this Agreement, Licensee is permitted to use EDR Dictionary as here below during utilizing term with permitted concurrent number of machines:
  - 1) To use the EDR Dictionary solely for the purpose of carrying out Licensee's own research activities;
  - 2) To copy or duplicate all or any part of the EDR Dictionary to the extent necessary (i) to carry out the purposes specified in the preceding Item 1), (ii) for backup or archival purposes or (iii) to add part of the EDR Dictionary to any other electronic dictionary already possessed by Licensee;
  - 3) To modify, edit or add vocabulary (hereafter called "Modifications") to all or part of the EDR Dictionary for the purpose specified in the preceding Item 1).
2. A copy of an EDR Dictionary or one to which Modifications (limited to the added part when part of the EDR Dictionary has been added to an electronic dictionary already possessed by Licensee) have been made under Section 1 hereabove shall be treated as the EDR Dictionary hereunder and all the provisions of this Agreement shall apply to it unless otherwise set forth herein.
3. If Licensee wishes to carry out contents as set forth in section by number greater than the number prescribed in "A List" hereunder, Licensee must apply for Basic Use License apart from the Basic License guaranteed hereunder.
4. Licensee shall not assign, lend or submit the EDR Dictionary or the Research License granted hereunder for sublicensing or for grant of other license or security to any third party.
5. In the event Licensee desires to publish in a research report the result of Licensee's own research activities conducted by using the EDR Dictionary under Article 3 hereof, Licensee shall make a reference in said research report to the effect that the "EDR Dictionary was used."
6. Licensee is only permitted to use articles from news paper within English corpus or Japanese corpus when permitted from its authorized copyrihter directly.

### Article 4 (Defect liability)

Licensor shall assume no liability irrespective of the legal reason, for any defect in the EDR Dictionary.

### Article 5 (Report of evaluation data)

1. In the event there is available information useful for improving the EDR Dictionary in the course of Licensee's own research activities under Article 3 hereof, (hereafter called the "Evaluation Data") Licensee shall provide Licensor with such Evaluation Data in the form specified by Licensor.
2. In the event such Evaluation Data is provided, Licensor may freely utilize such Evaluation Data for the improvement of the EDR Dictionary or to release the same to other users of the EDR Dictionary.

### Article 6 (Research license fee and payment)

1. The withholding tax imposed by the Government of Licensee's country (hereafter called the "Withholding Tax") on all payments to be made by Licensee to Licensor hereunder shall be borne by Licensee. It is understood by the parties that the Research License Fee is the net amount to be received by Licensor. Therefore, the statement of account issued by Licensor to Licensee shall reflect the Research License Fee payable plus the corresponding Withholding Tax levied thereon. Licensor shall assist Licensee as necessary to minimize the amount of such Withholding Tax payments.
2. In consideration of the grant of the Research License hereunder, Licensee shall pay Licensor the Research License Fee and corresponding Withholding Tax covered by the statement of account under the preceding Section 1, in lump sum by wire transfer to the bank account designated by Licensor within one (1) month from the date of completion of acceptance under Article 2 hereof.
3. When not paying a license charge <by> the payment date, based on the lated days a user pays the amount of delay money which multiplied the license charge by the rate of 73% of years. However, when payment is overdue by the unavoidable reason as natural disaster or when delay money is less than 100 yen, it exempts.

**Article 7 (Warranty and limitation of liability)**

1. THE EDR DICTIONARY IS PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE EDR DICTIONARY IS ASSUMED BY LICENSEE. LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
2. In no event shall be liability of Licensor for claims arising under the terms of this Agreement exceed to amount of the Research License Fees paid by Licensee to Licensor under the terms of this Agreement. Licensee releases Licensor from all obligations, liability, claims or demands in excess of the limitation.
3. IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EDR DICTIONARY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Article 8 (Secrecy)**

Neither party shall disclose to any third parties confidential information of the other party which it receives in the course of performance hereunder except with the consent of such party. When disclosing any confidential information to the other party, the disclosing party shall clearly indicate its confidential nature. The following types of information coming under any of the following categories shall not be included in such confidential information:

- (1) Information already in the public domain at the time of disclosure or information which becomes part of the public domain by a means not attributable to the receiving party;
- (2) Information already possessed by the receiving party at the time of disclosure;
- (3) Information acquired from a third party having the right to such information without any obligation to treat it confidentially;
- (4) Information independently developed or acquired by the receiving party without relying upon the confidential information disclosed by the disclosing party.

**Article 9 (Term)**

The term of this Agreement shall be as set forth in Item 4 of the Basic Terms.

**Article 10 (Immediate termination)**

1. Either party may terminate this Agreement without notice if either (i) the other party breach this Agreement or defaults in the performance of any of its obligation hereunder and such breach or default is not cured within thirty (30) days after notice is given to such party, or (ii) any of the following occurs with respect to the other party:
  - (1) insolvency of the party, the filing of a voluntary or involuntary petition in bankruptcy or for corporate reorganization or similar relief by or against the party under the bankruptcy or insolvency laws of any jurisdiction;
  - (2) the appointment of a receiver for the party or the property of the party by any court of competent jurisdiction;
  - (3) a general assignment by the party for the benefit of its creditors; or
  - (4) the inability admitted by the party in writing to meet its debts as they mature.
2. In the event one of the events set forth in the preceding Section 1 occurs with respect to Licensee and this Agreement is accordingly terminated, Licensee shall immediately pay Licensor all amounts due thereunder, including the Research License Fee.
3. In the event either party incurs damages as a result of the events with respect to the other party listed in Section 1 hereabove, the damaging party shall indemnify the damaged party for ordinary direct damages caused by said party's failure to perform its obligations under this Agreement, unless otherwise specified in this Agreement.
4. Licensor may terminate this Agreement for any reason upon thirty (30) days written notice to Licensee.

**Article 11 (Effect of termination)**

1. In the event of termination of this Agreement under Articles 9 and 10, the Research License granted hereunder shall become null and void.
2. In the event the Research License is invalidated under Section 1, Licensee shall return the EDR Dictionary supplied by Licensor and destroy all duplications and Modifications of the EDR Dictionary.
3. The provision of Article 8 hereof shall survive termination of this Agreement.

**Article 12 (Export control)**

Licensee acknowledges that the EDR Dictionary and related technical data are subject to the export control laws and regulations of Japan and other countries. Licensee confirms that with respect to the EDR Dictionary and related technical data it will not export or re-export them, directly or indirectly, either to (i) any countries that are subject to Japanese or any other countries' export restrictions (currently including, but not necessarily limited to, Cuba, the Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, South Africa (military and police entities), and Syria); (ii) any end user who Licensee knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons; or (iii) any end user who has been prohibited from participating in Japanese or any other countries' export transactions for technical data subject to export or re-export restrictions imposed by Japanese or any other countries' law.

**Article 13 (General provisions)**

1. Neither this Agreement nor any of the rights and obligations created herein may be assigned, delegated, pledged or otherwise encumbered or disposed of, in whole or in part, by either party to a third party without prior written consent of the other party. Any attempt to do so without the other's consent shall be null and void.
2. All notices required by or relating to this Agreement shall be in writing sent by registered airmail, or facsimile and addressed to:

In case of Licensee:

In case of Licensor:

National Institute of Information and  
Communications Technology  
Incorporated Administrative Agency  
3-5 Hikaridai, Seika-cho, Soraku-gun,  
Kyoto, 619-0289, Japan

Attention:

Attention:

Hitoshi isahara

Facsimile No.:

Facsimile No.:

+81-774-95-2429

or such other address or addressees as the respective party may designate in writing from time to time. Such notice shall be deemed to have been given on the seventh (7th) business day following the date of mailing such notice if by airmail or on the next business day following transmission if by facsimile.

3. In any event that any force majeure, including but not limited to disasters, fire, war, civil commotion, strikes, governmental regulations or other occurrences beyond the reasonable control of either party shall occur and make it impracticable for either party to perform its obligations set forth in this Agreement, the provisions of this Agreement related thereto shall be suspended, but only as long as and so far as the impediment exists. In the case of such suspension, the parties hereto shall use their best efforts to overcome the cause and effect of such suspension.
4. This Agreement shall supersede any and all previous negotiations, commitments and agreements between the parties relating to the subject matter hereof. No provision of this Agreement may be modified or amended, in whole or in part, except by a writing executed by duly authorized representatives of both parties.
5. This Agreement shall be governed by and construed in accordance with the laws of Japan.
6. All disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Agreement, or for any breach thereof shall be settled amicably and promptly by mutual consent of the parties. If such disputes, controversies or differences cannot be settled between the parties, they shall be finally settled by arbitration in Tokyo, Japan in accordance with the then current Japan Commercial Arbitration Association Commercial Arbitration Rules. The award rendered by the arbitration shall be final and binding upon both parties. Judgement upon award may be entered in any court having jurisdiction thereof.
7. The parties acknowledge and agree that each is an independent contractor with respect to the other. Nothing contained in this Agreement will be construed to imply joint venture or principal-and-agency relationship between the parties.

8. If any provision of this Agreement shall be determined to be illegal or unenforceable, such provision, to the extent it is illegal or unenforceable, shall be severed from this Agreement, and shall be substituted by a reasonable provision to be mutually agreed upon.

IN WITNESSES WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by duly authorized representatives of both parties as of the date set forth in Item 4 of the Basic Terms.

National Institute of Information and  
Communications Technology  
Incorporated Administrative Agency

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Mutsumi Nakata \_\_\_\_\_

Title: \_\_\_\_\_

Title: Vice President, Member of the Board of Directors

Date: \_\_\_\_\_ , 2004

Date: \_\_\_\_\_ , 2004

## Attachment

### Breakdown List for Research License Fee

Name of EDR Dictionary	Research License Fee
English Word Dictionary	¥ 50,000
Concept Dictionary	¥ 50,000
Permitted concurrent number of machines	5