

**“The Contents of Art For Biz (AFB)”
Nonexclusive License Agreement**

GKA Jazz Band, Yoichi Tokioka and Timehill Inc. ("Party A" hereinafter) and _____ ("Party B" hereinafter) hereby conclude the following Agreement concerning **“The Contents of Art For Biz (AFB)”** ("AFB" hereinafter) owned by Party A.

Article 1 License for use

Party A shall provide to Party B a nonexclusive license to use the AFB in accordance with this Agreement.

Article 2 Ownership of copyright

Rights to the AFB shall belong to Party A.

Article 3 Submittal of overview of use

1. Party B shall conclude this Agreement by submitting to Party A the designated application form ("Application Form" hereinafter) with its purpose and scope of use of the AFB, and other necessary matters indicated on it.
2. Party B shall promptly report to Party A any changes to the content shown on the Application Form submitted as described in the preceding paragraph. In the event that such change requires conclusion of a new Agreement, Party A and Party B shall negotiate on and conclude a new Agreement.

Article 4 Scope of license

1. The scope of the license to use the AFB provided by Party A to Party B under this Agreement shall be as described below.
 - (1) Purpose of use: Limited to the purposes indicated on the Application Form. Neither Party B nor any third party may use outputs from use of the AFB for commercial purposes.
 - (2) Scope of users: The person indicated as the user on the Application Form and persons affiliated with the same Corporation.
2. Party B must not engage in any of the acts described below.
 - (1) Use (including copying, transfer, lending, selling, distribution, screening, broadcasting, and publication) of the AFB, in whole or in part, beyond the extent stipulated in the preceding paragraph and violating the copyright of Party A or any third party
 - (2) Transferring, lending, or selling to any third party, disposing of through any other method, its status or any of its rights or obligations under this Agreement, without the prior written consent of Party A
 - (3) Use of the AFB in ways detrimental to the good name etc. or in violation of any other rights of any third party
 - (4) Disclosing information concerning artists other than the artist information recorded in the AFB or, disclosing information that could be used by other users to obtain artist information other than that recorded in the AFB.

- (5) Publication of arguments, criticisms, impressions, etc. regarding the content of utterances/document included in the AFB, such as pointing out the accuracy or inaccuracy of facts referred to
 - (6) Use of the AFB beyond the purposes and scope authorized explicitly under this Agreement as well as all the previous subparagraphs
3. As judged particularly necessary by Party A, Party B may be demanded to disclose its state of use of the AFB.

Article 5 Information control obligations

Party B shall be obligated to control the AFB and personal information on speakers learned through use of the AFB strictly to prevent theft, loss, and leakage to third parties of the AFB (including duplicates arising through uses licensed under this Agreement) and shall pay attention to the following matters.

- (1) To prevent unauthorized access to the AFB, Party B shall adopt adequate security systems for devices used to use the AFB and computer networks connected to them.
- (2) When using it by multiple persons in a corporation or other facility pursuant to Paragraph 1, Subparagraph 2 of the preceding article, Party B may duplicate the AFB on computer networks managed by Party B. However, it shall take security measures and strictly manage such networks to ensure that persons not authorized to use it may not access the AFB.
- (3) When using it by multiple persons in a corporation or other facility pursuant to Paragraph 1, Subparagraph 2 of the preceding article, Party B shall ensure that all users conform to the obligations under this Agreement.

Article 6 Publication and provision of research results

1. Party B may, for purposes of academic research only, publish and provide research results and knowledge obtained through use of the AFB, solely to an extent that would not violate the provisions of Article 4. Such publication and provision include publication and provision of analytical data and processing programs. However, such published and provided outputs must not include the AFB, in whole or in part, or any data that could be used to reproduce it.
2. In publishing outputs as described in the preceding paragraph, Party B shall clearly indicate the fact that they are results of use of the AFB and shall, at the same time, submit a written report to Party A summarizing the outputs. When publishing papers or other works, it shall be stated clearly in the works that the AFB has been used, and one offprint or copy of the work shall be sent to Party A with a document attached indicating the name of the academic association, publisher, etc. to which the work is submitted and the date of publication.

Article 7 Price and payment

License Fee for use of the AFB under this Agreement shall be the amount specified on the purchase order form or the download site.

Article 8 Modification of specifications

Party A may modify the specifications of the AFB without notifying Party B in advance. In addition, Party A may collect previous versions from Party B when distributing updated versions after such modification. However, Party A may employ its own discretion regarding whether or not to distribute updated versions.

Article 9 Disclaimer, lack of guarantee

1. Party A shall not be liable for compensation for any disadvantages or damages suffered by Party B or any third party due to Party B's use of the AFB.
2. Party A makes no guarantee to Party B that the AFB is accurate, complete, free from violations of third parties' rights, or suitable to Party B's purposes of use, or regarding any other matters not provided for explicitly in this Agreement.

Article 10 Release of this Agreement

If it has been discovered that Party B has violated this Agreement, then Party A may release this Agreement by notifying Party B thereof in writing. The provisions of this Article shall not impede Party A from demanding compensation for damages from Party B.

Article 11 Contractual period

1. The period of validity of this Agreement shall be the period of four years from the date of its conclusion, renewable automatically for each one-year period thereafter unless either Party A or Party B has objected to such renewal in writing at least one month prior to the ending date of this period. However, this shall not apply in a case in which the Agreement has been released as described in the preceding article.

Article 12 Measures taken upon termination of the Agreement

1. In the event of the release or termination of this Agreement, Party B must immediately return to Party A, or dispose of, the AFB and any duplicates thereof.
2. The subjects of disposal or deletion as described in the preceding paragraph shall not include outputs (e.g., analytical data) achieved by Party B independently through means such as analysis of the AFB during the period of validity of this Agreement. However, Party B may not recover and reuse the original materials from analytical data.
3. In the event that this Agreement has been released for reasons attributable to Party B under Article 10, in addition to the processing described in Paragraph 1 Party B also shall return to Party A any and all associated materials including analytical data and duplicates thereof.

Article 13 Court with jurisdiction

The Kyoto District Court shall be the exclusive court of first instance for any and all litigation concerning this Agreement. In addition, this Agreement shall be interpreted in accordance with the laws of Japan.

Article 14 Negotiation

Party A and Party B shall strive to resolve amicably, through negotiation in good faith, any matters not provided for in this Agreement or any doubts arising with regard to this

Agreement.

In witness hereto, two official copies shall be prepared of this Agreement, Party A and Party B shall sign and affix their official seals to both copies, and each Party shall retain one copy. For purposes of simplification of administration, TimeHill Inc. shall sign and affix its official seal as representative of Party A.

Date (Y/M/D): / /

(Party A)

2-403 Kawaramachi Nijo Sagaru Nakagyo-ward Kyoto City
TOKIOKA Yoichi

(Party B)

Address:

Name:

(Seal, signature)