

IKALA DATASET END USER LICENSE AGREEMENT

This non-exclusive license agreement (hereafter referred to as the “AGREEMENT”) is made between _____ (hereafter referred to as the “LICENSEE”) and the copyright owner iKala Interactive Media Inc. (hereafter referred to as the “LICENSOR”), in regards to the 252 musical excerpts (hereafter referred to as the “WORK”) on the date of the signing of this agreement set forth below.

OWNERSHIP OF RIGHTS

The LICENSOR owns and controls the rights represented herein with respect to the recordings in the WORK.

LICENSE GRANT

Subject to the terms and conditions of this AGREEMENT, the LICENSOR agrees to license the WORK to the LICENSEE free of charge during the DURATION OF AGREEMENT.

RESTRICTIONS

1. The WORK can be used in academic purpose only.
2. The WORK cannot be spread or displayed in public.
3. The LICENSEE cannot resell, trade, or exploit the WORK for profit.
4. The LICENSEE cannot make money through the WORK.

PUBLICATIONS ARISING FROM THIS WORK

1. When using the WORK in academic publications (including teaching materials), the LICENSEE should credit the contribution of the LICENSOR.
2. If there are any research results, the LICENSEE should contact the LICENSOR first.

DURATION OF AGREEMENT

This AGREEMENT shall be in effect for a period of one year from the date of signing.

DISPUTES RESOLUTION AND GOVERNING LAW

All disputes arising from or in connection with this AGREEMENT or its performance shall be resolved through friendly consultation between the parties hereto. In the event that no agreement can be reached through consultation, either party may bring a legal action to Taiwan Taipei District Court. The execution, performance and interpretation of this AGREEMENT and disputes resolution shall be governed by the laws of The Republic of China.

MISCELLANEOUS

1. This AGREEMENT shall have binding effect upon the respective successors and assigns of the parties hereto.
2. Any article herein that is held to be fully or partly invalid or unenforceable for any reason whatsoever, or in violation of any applicable laws, shall be deleted, and the remaining articles of this AGREEMENT shall continue to have effect and binding upon the parties.
3. This AGREEMENT is executed in two original counterparts and each party shall keep one copy. All of them shall have equal legal effect.
4. During the performance of this AGREEMENT, LICENSOR and LICENSEE may execute a supplemental agreement in respect of any changes hereof, and the supplemental agreement shall have the same legal effect as this AGREEMENT.
5. If the LICENSEE breaches this AGREEMENT, the LICENSEE shall be responsible for any loss of the LICENSOR.

**THIS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES
HEREIN.**

Licensor: By authorized representative of iKala Interactive Media Inc.

Signature: _____

Date: _____

Licensee: By authorized representative of _____

Signature: _____

Date: _____