DATABASE LICENSE AGREEMENT

This Database License Agreement (the *Agreement*) is entered into on (the *Effective Date*)

_____

between **Faculté Polytechnique de Mons**, 9, rue de Houdain, B-7000 MONS, Belgium (*the Licensor)*

and

(organization)   _____

(address)   _____

                              _____

                              _____

(*The Provider*).

The Licensor and the Provider wish to enter into an agreement whereby the Licensor will let the Provider to develop Mbrola Databases under the terms and conditions set forth below.

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Definitions

1.1 *Mbrola Software*, means the MBROLA speech synthesizer developed by the Licensor.

1.2 *Mbrolator Software Suite*, means a series of software tools for the development of MBROLA databases, provided as Source Code.

1.3 *Diphone Database* means a collection of speech waveforms and a text file containing information relative to their segmentation into diphone units developed by the Provider.

1.4 *Mbrola Database* means the result of the processing, by the Provider, using the Mbrolator Software Suite, of a *Diphone Database,* for use with the Mbrola Software.

2 Grant of License by the Provider

Subject to the terms and conditions of this Agreement, the Provider states that the Diphone Databases are his copyright and hereby grants the Licensor, who accepts the following license, a non-exclusive, non-transferable license to use and copy the Mbrola Databases as follows:

- The Licensor is granted the right to distribute Mbrola Databases built by the Provider as long as no charge is made and the license accompanying them explicitly limits their use to non-commercial and non-military application.

3. Grant of License by the Licensor

Subject to the terms and conditions of this Agreement, the Licensor accepts to make the Mbrolator Software Suite available to the Provider to let the Provider convert his Diphone Databases into Mbrola Databases.

3.1 Mbrolator Software Suite

The Licensor hereby grants the Provider, who accepts the following license, a non-exclusive, non-transferable license to confidentially use the Mbrolator Software Suite as follows:

- To compile the Mbrolator Software Suite delivered under this Agreement, and use the compiled code for preparing Mbrola Databases. The compiled code shall follow the same rules as the Mbrolator Software Suite in this Agreement.

- To ameliorate the Mbrolator Software Suite , detect its programming flaws or port it to other languages or to other architectures. Such modifications, updates, improvements, corrections, result of tests, or porting and resulting binaries made by the Provider shall as such be supplied to the Licensor free of charge and become the property of the Licensor. In case of any improvement obtained by the Provider on any of the intellectual property covered by this Agreement and which may be granted a patent, right to apply for such a patent will be submitted to the agreement of the Licensor.

- To make two (2) copies of the Mbrolator Software Suite for archival or back-up purposes. The Provider shall furnish such copies with proprietary marks and symbols identical to those affixed to the Software. All archival and back-up copies of the Mbrolator Software Suite are subject to the provisions of this Agreement. They remain the property of the Licensor.

- Not to integrate the Mbrolator Software Suite in any hardware or software application.

- To keep secret the know-how related to the Mbrolator Software Suite, as well as performances and results of the underlying algorithms.

- Not to give, sell or rent the Mbrolator Software Suite .

The Licensor has no obligation to provide support, including but not limited to installation, maintenance, debugging and improvements, for the Mbrolator Software Suite.

The Provider agrees that this license cannot be interpreted as giving him some rights upon the Mbrolator Software Suite or the underlying algorithms. He agrees to To destroy the Mbrolator Software Suite and the copies on simple request from the Licensor.

The Provider agrees to engage and support any action, including legal, to repress any flaw with respect to this agreement.

3.2 Mbrola Databases

The Licensor hereby grants the Provider, who accepts the following license, an exclusive, transferable license to use and copy the Mbrola Databases as follows:

- All copies of the Mbrola Databases are subject to the provisions of this Agreement.

- The Mbrola Databases remain the property of the Provider, as a consequence the Licensor is not granted the right to modify them.

- Any possible use of the Mbrola Databases, commercial or not, shall exclusively be based on the Mbrola Software owned by the Licensor.

- The Provider is granted the right to commercially license the Mbrola Databases, if and only if the license notifies the provisions of this agreement.

4 Solidarity

The Provider shall not encourage the commercial use of the Mbrola Software without licensing it from the Licensor. If such a fraudulent use comes to the knowledge of the Provider, he will immediately inform the Licensor.

Reciprocally, the Licensor shall not encourage the commercial use of the Mbrola Databases without licensing them from the Provider. If such a fraudulent use of a Mbrola Database comes to the knowledge of the Licensor, he will immediately inform the Provider.

5 Ownership

By virtue of this Agreement the Provider and Licensor acquire only the rights in Section 2 and 3. All right, title and interest in the Mbrola Databases, Mbrola Software, and Mbrolator Software Suite remains with the Licensor, and all right, title and interest in the Diphone Databases remains with the Provider.

6 Warranty

Other than as stated in this Section, there is no representation or warranty, express or implied, as to any matter whatsoever, including without limitation, the condition of Mbrola Databases, their merchantability or fitness for a particular purpose.

The Provider does not guarantee the quality of the Mbrola Database he will produce, nor the time he will need to produce such a Database. Specifically, the Provider does not guarantee that he will produce a Mbrola Database.

The Licensor does not guarantee the quality of the Mbrola databases, nor the time necessary to deliver a Mbrola Database from a given Diphone Database using the Mbrolator Software Suite. The Licensor does not guarantee that the Mbrolator Software Suite will be able to process the Diphone Databases owned by the Provider.

The Provider accepts the Mbrolator Software Suite on an « as is, with all defects » basis. The Licensor makes no warranties, express, implied in law or in fact, including any implied warranty of fitness for a particular purpose or results obtained from Provider's use of the Mbrolator Software Suite, or that the use of the Mbrolator Software Suite will not infringe on any patent, copyright or trademark or other rights.

7 Indemnification

The Licensor does not take any commitment regarding any possible third party rights with respect to Mbrola Databases. The Licensor shall have no responsibility whatsoever for any claims of infringements of patents, trademarks, industrial designs, copyrights or other property rights affecting the Provider's use of Mbrola Databases.

8 Non-Disclosure

By virtue of this Agreement, the parties may have access to information that is confidential to one another (Confidential Information). Confidential Information shall be limited to the Diphone Databases, the Mbrola Databases, the Mbrolator Software Suite, and all information clearly marked as confidential.

A party's Confidential Information shall not include information which a) is or becomes a part of the public domain through no act or omission of the other party; or b) was in the Provider's lawful possession prior to the disclosure and had not been obtained by the Provider either directly or indirectly from the Licensor; or c) is lawfully disclosed to the other party by a third party without restriction of disclosure; or d) is independently developed by the other party.

The parties agree, both during the term of this Agreement and for a period of five years after termination of the Agreement and of all licenses granted hereunder, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any other purpose than the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, students or agents in violation of the provisions of this Agreement.

9 Termination

If either party defaults in the material performance of any provision of this Agreement, then the non-defaulting party may give written notice to the defaulting party that if the default is not cured within thirty (30) days the Agreement will be terminated. If the non-defaulting party gives such notice and the default is not cured in the non-defaulting party's reasonable opinion during the thirty day period, the Agreement will terminate immediately upon notice by the non-defaulting party.

Termination of this Agreement shall not limit either party from pursuing any other remedies available to it.

If a license granted in this Agreement is terminated, the Provider shall a)cease using the Mbrolator Software Suite, b) cease using, copying, and licensing the Mbrola Database, and c) certify to the Licensor within one month after termination that the Provider has destroyed or has returned the Mbrolator Software Suite and the

Mbrola Database including all copies thereof. This requirement applies to copies in all forms, partial and complete, and all types of media and computer memory and whether or not modified or merged into other materials.

Use of Mbrola Databases distributed by the Provider to its eventual customers shall not be affected by the termination of this Agreement.

10 Limitation of Liability

1. **The Licensor shall not be liable to the Provider for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement, the Mbrola Database, the Mbrolator Software Suite, their use or otherwise.**

2. **Notwithstanding the generality of 1. above, the Licensor expressly excludes liability for consequential loss or damage which may arise in respect of the Mbrola Database, its use, the system or in respect of other equipment or property, or for loss of profit, business revenue, goodwill or anticipated savings.**

3. **Regardless of whether any remedy fails of its essential purpose, in no event will the Licensor be liable for incidental, indirect, special or consequential damages, notwithstanding being aware of the possibility of such damages.**

If the Provider furnishes a Mbrola Database to a third party by contract, the Provider shall obtain from such third party a provision to guarantee the protection of this Section 10.

11 Term

Mbrola Databases shall be under license effective from the date of shipment and shall remain in force until the Provider discontinues the use of the Mbrola Database or the license is otherwise terminated as provided herein.

12 Entire Agreement

This Agreement, including Exhibit A, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior agreements, discussions, and understandings between them. No modification of or amendment to the Agreement, nor any waiver of any rights under this Agreement shall be effective unless in writing signed by an officer of the Licensor and the Provider.

13 Force Majeure

The performance required of each party by this Agreement shall be excused by a period reasonable under the circumstances if the failure or delay thereof is caused by industrial disputes or by any other causes beyond the parties control such as acts of God, riot, wars, accident, embargo or requisition. In case of Force Majeure either party shall promptly notify the other party in writing on the intervention and on the cessation thereof and furnish the other party with all relevant information thereto.

14 Assignment

Neither party shall have the right to assign this Agreement or any rights herein without the written consent of the other party, which written consent shall not be unreasonably withheld by either party.

15 Waiver

The failure by either party to enforce any provision of this Agreement or to exercise any right in respect thereto shall not be construed as constituting a waiver of its rights thereof.

16 Governing Law, Arbitration

This Agreement shall be governed by and construed in accordance with the substantive laws of Belgium.

All disputes, differences or questions between the parties to the Agreement with respect to any matter arising out of or relating to the Agreement shall be finally settled under the Rules of Chamber of Commerce, in Mons and the proceedings shall be conducted in the French language.

All awards may if necessary be enforced by any court having jurisdiction in the same manner as a judgment in such court.

In witness whereof,

this Agreement has been duly signed by the parties hereto in duplicate.

(The Provider)

Signature: _____

Name: _____

Organization: _____

(The Licensor)

Signature: _____

Name: Prof. T. Dutoit

Organization: Faculté Polytechnique de Mons

EXHIBIT A

Contact Points at the Licensor

Title/Name :   MBROLA Technical support

Email :   mbrola@tcts.fpms.ac.be

Fax: +32-65-374729

Address :   Faculté Polytechnique de Mons, TCTS-LAB,
31 Bvd Dolez, B-7000 Mons, Belgium

Contact Points at the Provider

Title/Name: _____

Email: _____

Fax: _____

Phone: _____

Address: _____