

Copyright	Date	May 27, 2022	Court	Tokyo District Court, 29th Civil Division
	Case number	2019 (Wa) 26366		
- A case in which a claim for damages was approved since the copyright related to a house map was infringed by creating a map used for a posting work or the like by duplication of the house map.				

Summary of the Judgment

The present case is one in which the Plaintiff made a claim for injunction and disposal of duplication and the like of each of the Plaintiff's maps on the grounds of Article 112, paragraphs (1) and (2) of the Copyright Act and joint and several payment of damages on the grounds of Article 709 of the Civil Code and Article 429, paragraph (1) of the Company Act against the Defendant company engaging in a posting operation of posting advertisement matters to each house as well as Defendant A, who is a representative of the company, by asserting that the Defendants duplicated the house map (each of the Plaintiff's maps) related to creation and sale by the Plaintiff and created the map for practicing the business operation by cut-and-paste thereof, whereby the copyright of the Plaintiff related to each of the Plaintiff's maps (right of reproduction, right of ownership transfer, right of lending, and right of transmit the public) was infringed.

Issues of this case are: [i] copyrightability of each of the Plaintiff's maps; [ii] author of each of the Plaintiff's maps; [iii] copyright infringement by the Defendants; [iv] presence/absence of intention or negligence of the Defendants; [v] laches of task by the Defendant A; [vi] presence/absence of implicit permission by the Plaintiff; [vii] presence/absence of customs enabling duplication of publication without paying royalties; [viii] applicability of Article 30-4 of the Copyright Act to the use of each of the Plaintiff's maps by the Defendants; [ix] limitation by the Plaintiff on exercise of copyright to the Defendants on the grounds of small-scale use; [x] presence/absence of likelihood of infringement of the Plaintiff's copyright by the Defendant company; and [xi] the amount of damages.

The judgment decided that, first, each of the Plaintiff's maps was completed as house maps by describing information in the house maps which have been created by the Plaintiff so far on the basis of city plan maps and the like and by adding information obtained by surveyors who visited the spots, surveyed shapes and the like of house-shape frames (frame lines indicating a shape of a building or the like when viewed from immediately above), which were considered to be devised so that an intended map can be easily searched, indication of facilities so as to be found easily with illustrations, names of roads and the like, residents' names of the buildings,

residence indication, house-shape frames and the like described thereon and displayed by the Plaintiff who created and sold house maps for many years in a method considered to be easier to be seen as the result of selection of information considered to be required for the house map and thus, it is reasonable to find them as works of maps (Article 10, paragraph (1), item (vi) of the Copyright Act). Subsequently, it was decided that each of the Plaintiff's maps was created officially by employees and those entrusted with the business engaged in the Plaintiff's business on the basis of the Plaintiff's initiative and was published under the name of the Plaintiff's own work and thus, the author is the Plaintiff in compliance with Article 15, paragraph (1) of the Copyright Act. And the Defendant company purchased each of the Plaintiff's maps, duplicated them, and created master drawings for maps for posting by reducing the size of applicable pages of each of these Plaintiff's maps as appropriate so that one distribution area is contained in an A3-size sheet, by cutting out required parts in them, and by connecting the parts to each other so that roads, buildings, and the like are not misaligned and moreover, duplicated the master drawings and delivered them to the distributing staff who performed posting and the like and thus, such acts of the Defendant company were found to infringe the Plaintiff's right of reproduction and the like related to each of the Plaintiff's maps. On the basis of that, regarding the infringement of the Plaintiff's right of reproduction related to each of the Plaintiff's maps, an intention is found in the Defendant company, and malicious laches on business is found in the Defendant A, who is the representative director of the Defendant company, respectively, while none of the defense of implicit permission and the like by the Plaintiff asserted by the Defendants was approved. On the basis of that, since the Defendant company duplicated approximately 960,000 pages in total of each of the Plaintiff's maps, and in view of the prices and the like set by the Plaintiff for the duplication of each of the Plaintiff's maps, it is found to be appropriate that the amount corresponding to the amount of money which should be received for enforcement of the copyright of each of the Plaintiff's maps is 200 yen for a page and thus, it was found that the damage of approximately 190,000,000 yen in total occurred, and the full amount of the claim for damages of 30,000,000 yen, which is a partial claim, was approved. Moreover, the Plaintiff's claim for injunction of duplication or the like against the Defendant company was partially approved.

Judgment rendered on May 27, 2022, Original received on the same day, Court clerk
2019 (Wa) 26366 A case of seeking copyright injunction
Date of conclusion of oral argument: March 11, 2022

Judgment

Plaintiff: ZENRIN CO., LTD.

Defendant: Paper Showers Limited Liability Company
(Hereinafter, referred to as "Defendant Company".)

Defendant: A
(Hereinafter, referred to as "Defendant A".)

Main Text

1. Defendant Company should not reproduce any of maps of the descriptions 1 to 58 and 60 in the Attachment Plaintiff Map List 1 and any of maps in the descriptions 1 to 60 and 62 in the Plaintiff Map List 2 of the same, provide the reproduction of the maps to the public by transfer, automatically transmit to the public, or make available for transmission.

2. The Defendants shall pay jointly and severally to the Plaintiff 30,000,000 yen and money to that at the rate of 5% per annum from November 15, 2019 until completion of the payment.

3. The remaining claims by the Plaintiff shall be all dismissed.

4. The Defendants shall bear the court costs.

5. This Judgment can be provisionally executed only for clauses 1 and 2.

Facts and Reasons

No. 1 Claims

1. Defendant Company should not reproduce any of maps of the descriptions 1 to 58 and 60 in the Attachment Plaintiff Map List 1 and any of maps in the descriptions 1 to 60 and 62 in the Plaintiff Map List 2 of the same, provide the reproductions of the maps to the public by transfer or renting, automatically transmit to the public, or make available for transmission.

2. Defendant Company shall dispose of the reproductions of each of the maps of the descriptions 1 to 58 and 60 in the Attachment Plaintiff Map List 1 and each of the maps in the descriptions 1 to 60 and 62 in the Plaintiff Map List 2 of the same.

3. Clause 2 in Main Text with the same gist

No. 2 Background

1. Summary of the Case

This case is one in which the Plaintiff asserted against the Defendants that duplication of house maps related to creation and sale by the Plaintiff, creation by cut-and-paste of the maps for practicing a posting operation, further duplication of the maps, provision thereof to the public by transfer or renting, posting on a web page in a web site in which image data of the map is managed and operated by the Defendant Company (hereinafter, referred to as the "Defendant Web Site") infringed the copyright of the Plaintiff related to each of the house maps (right of reproduction, right of transfer, right of renting, and right of public transmission (in a case of automatic public transmission, including making works available for transmission, the same applies to the following)) and made the following claims.

(1) Claim against the Defendant Company for injunction of reproduction of each of the maps of the descriptions 1 to 58 and 60 in the Attachment Plaintiff Map List 1 and each of the maps in the descriptions 1 to 60 and 62 in the Plaintiff Map List 2 of the same (a six-digit numeral at the end of each indicates month and year of issuance (in the case of "201902", it is February, 2019). Hereinafter, they are collectively called "maps as targets for injunction and the like"), provision of the reproductions to the public by transfer or renting, automatic public transmission or making transmission available, and disposal of the reproductions of the maps for injunction and the like

(2) Claim against the Defendants jointly and severally and against the Defendant Company for payment of a part of 633,682,840 yen under Article 709 of the Civil Code (amount of damages 567,204,400 yen under Article 114, paragraph (3) of the Copyright Act, amount corresponding to attorney's fee of 66,478,440 yen) and against Defendant A for payment of 30,000,000 yen, which is a part of the total of 644,443,240 yen of 10,760,400 yen under Article 709 of the Civil Code (amount of damages on the grounds of Article 114, paragraph (3) of the Copyright Act) and 633,682,840 yen (breakdown is the same as those of the claim against Defendant Company) on the ground of Article 429, paragraph (1) of the Companies Act, and delay damages at the rate of 5% per annum prescribed in the Civil Code before revision by the 2017 Law No. 44 from November 15, 2019, which is the day following the date of delivery of the complaint to that, until completion of the payment.

2. Basic Facts (facts which are undisputable between the parties and each of the evidences below (hereinafter, numbers of documentary evidences include branch numbers unless otherwise specified) and facts easily proved by the entire import of oral argument)

(1) Parties and the like

A. The Plaintiff is a joint-stock company which researches map information all over Japan and then, creates and sells "Zenrin house map", which is a house map on paper media, and "Electronic house map DIGITOWN", which is electronic-map software recording this image data in a CR-ROM and the like (hereinafter, regardless of issuance timing, the house maps and the data thereof created and sold by the Plaintiff are collectively called "Zenrin house map") and the like.

B. Defendant Company is a limited liability company which runs "Makasete Group" which operates posting of advertisement matters to a mailbox of each household, "Sumai Port 21 Iida" which operates housing purchase consultation and the like, mainly in Nagano Prefecture.

Defendant A is a representative director of the Defendant Company from January 12, 2000, when the Defendant Company was founded, until the present time.

(2) Areas where the Defendants operate business

A. At the shop opening timing described in the "shop opening timing" column in Nos. 2 and 8 in the Attachment list of distribution areas and the like (hereinafter, the shop opening timing described in the "shop opening timing" column in the list shall be referred to as a "shop opening timing 1", a "shop opening timing 2", and the like in accordance with the numbers in the list), Defendant A was operating a shop with each of names described in a "shop name" column (hereinafter, the shop described in the "shop name" column in the list shall be referred to as a "shop 1", a "shop 2", and the like in accordance with the numbers in the list) in charge of each distribution area (hereinafter, the distribution area described in the "distribution area" column in the list shall be referred to as a "distribution area 1", a "distribution area 2", and the like in accordance with numbers in the list) and practicing the posting operation until January 11, 2000 before Defendant Company was founded.

Then, Defendant Company has operated shops 1 to 11 in charge of distribution areas 1 to 11 at shop opening timings 1 to 11, respectively, and performed the posting operation since January 12, 2000, when the company was founded.

B. Defendant Company was operating shops 12 and 13 in charge of distribution areas 12 and 13 at shop opening timings 12 and 13, respectively, and practicing the posting operation, but since April in 2011, Posting Center Okinawa K.K., which

concluded a franchising contract with the Defendant Company, has operated each of the aforementioned shops and performed the operation.

Moreover, the aforementioned company operated shop 14 in charge of distribution area 14 at shop opening timing 14 and performed the posting operation on the basis of the aforementioned franchising contract.

C. BF-H Co., Ltd., which concluded a franchising contract with the Defendant Company, was operating shop 15 in charge of distribution area 15 at shop opening timing 15 and practicing the posting operation.

D. Nippowyuso Co. which concluded a franchising contract with the Defendant Company (hereinafter, together with Posting Center Okinawa K.K. and BF-H Co., Ltd., they shall be referred to as the "Defendant Franchisee") was operating shop 16 in charge of distribution area 16 at shop opening timing 16 and doing the posting operation.

(3) Creation of each of the Plaintiff's maps

A. The Plaintiff has created and sold Zenrin house maps related to each distribution area for distribution areas 1 to 24 since 1980 at the latest (hereinafter, regardless of the media and issuance timing, the Zenrin house map related to distribution area 1 shall be referred to as "Plaintiff's map 1", the Zenrin house map related to distribution area 2 as "Plaintiff's map 2", and the like, and they shall be collectively referred to as "each of the Plaintiff's maps"). (Exhibit Otsu 30-2).

Each of the Plaintiff's maps consists of the "Zenrin house maps", which are a plurality of paper mediums issued for one or two or more municipalities constituting each distribution area, and "Electronic house map DIGITOWN", which is electronic map software (in some cases a plurality of "Zenrin house maps" and "Electronic house map DIGITOWN" are issued for one municipality), respectively (Entire import of oral argument).

B. Each of the Plaintiff's maps is revised at any time, and maps as a target for injunction and the like are the latest versions of Plaintiff's maps 1 to 11.

(4) Creation of maps for posting and the like by Defendants

A. In order to practice the posting operation of distributing advertisement matters to each household, the Defendants purchased the house maps including Zenrin house maps, reduced them as appropriate and duplicated them, staff members for distribution cut and pasted a plurality of the duplicated copies for each distribution sub-area, which is an area for posting, and then created master drawings for the maps on which information required for the posting operation such as names of apartment houses, the number of mailboxes, the number of copies to be distributed, names of

crossings, states of roads, posting prohibited houses, and the like (hereinafter, referred to as the "map for posting"). The Defendants duplicated and handed over the master drawings of the map for posting to the distribution staff, and the distribution staff performed the posting by using duplications of the master drawings.

When at any time the Defendants further obtained information such as the number of copies that can be distributed, vacant houses or abandoned houses, new houses, newly constructed roads, entrances to houses, positions of mailboxes, and the like, they added such information on the master drawings of the maps for posting and duplicated the master drawings and handed them over to the distribution staff.

B. Defendants purchased each of the Plaintiff's maps and created the master drawings of the maps for posting related to distribution areas 1 to 24 (hereinafter, in accordance with the number of the distribution area, they shall be referred to as "Defendant map 1", "Defendant map 2", and the like and collectively as "each of the Defendant's maps") by the beginning of shop opening timings 1 to 16 at the latest for distribution areas 1 to 16 and by the present time for distribution areas 17 to 24, by duplicating each of the Plaintiff's maps in accordance with the method in the aforementioned A.

C. Defendant Company published image data for one sheet of the map, which is a part of Defendant's map 8, on the web page related to shop 8 in the Defendant's web site by February 8, 2016 at the latest (Exhibit Ko 13). Moreover, Defendant Company published each image data for three sheets of the maps, which are a part of Defendant's map 11, on each of the web pages related to shop 11 by September 4, 2017 at the latest (Exhibit Ko 9).

Furthermore, Defendant Company duplicated small-scale maps in order to search a targeted map in Plaintiff's map 14 on the web page related to shop 14 in the Defendant's web site and published image data on which writing was added by May 23, 2019 at the latest (Entire import of oral argument).

3. Issues

(1) Copyrightability of each of Plaintiff's maps (Issue 1)

(2) Author of each of Plaintiff's maps (Issue 2)

(3) Copyright infringement by Defendants (Issue 3)

(4) Presence/absence of intention or negligence of Defendants (Issue 4)

(5) Laches of task by Defendant A (Issue 5)

(6) Presence/absence of implicit permission by Plaintiff (Issue 6)

(7) Presence/absence of customs enabling reproduction of publication without paying royalties (Issue 7)

(8) Applicability of Article 30-4 of the Copyright Act to the use of each of Plaintiff's maps by Defendants (Issue 8)

(9) Limitation by Plaintiff on exercise of copyright to Defendants on the grounds of small-scale use (Issue 9)

(10) Presence/absence of likelihood of infringement of Plaintiff's copyright related to the map as a target for injunction and the like (Issue 10)

(11) The amount of damages (Issue 11)

(omitted)

No. 3 Decision of this Court

1. Regarding Issue 1 (copyrightability of each of Plaintiff's maps)

(1) In general, maps are for objectively expressing phenomena on the globe such as landforms, land-use situations, and the like with predetermined signs and thus, there is little room for unique expression, and a range to be protected by the copyright is usually small as compared with works in the fields of literature, music, and figurative art. However, regarding methods of selection of information to be described in maps and of display thereof, individual characters, knowledge, experiences, and the like of map creators can play an important role and thus, creativity could emerge from there. Therefore, the copyrightability of maps should be determined comprehensively from the selection of the information to be described and the method of displaying it.

(2) Regarding each of Plaintiff's maps, according to evidences (Exhibits Ko 64, 65, 68 to 70, 73 to 84, 86 to 123, 135, Exhibit Otsu 30-2) and the entire import of oral argument, the following facts can be found.

A. Plaintiff began to create and sell house maps from around 1952, completed the house maps covering the entirety of Japan in 1980, and started revising works for sequentially digitizing the house maps for each area from around 1994 (hereinafter, referred to as the "Present Revision"). (Exhibit Ko 135, Exhibit Otsu 30-2).

The Present Revision was made by making the latest city plans with a scale of 1:2500 and the like as base maps into data, by describing names of residents, names of buildings, landform information, and the like in the house maps having been created until then, and by surveys of shapes and the like of house-shape frames by surveyors who visited the sites and adding information written in the survey manuscript so as to finally complete the house maps which can be sold. Regarding the Zenrin house map related to each municipality described in the "municipality" column in the

Attachment list of timings and the like of the Present Revision constituting each distribution area in distribution areas 1 to 24, the Present Revision was made at each timing described in the "Present Revision timing" column of the same. (Each branch number 1 of Exhibits Ko 64, 65, 68 to 70, 73 to 84, 86 to 95, and 100 to 123, Exhibits Ko 96 to 99, 135, entire import of oral argument).

Each of Plaintiff's maps further revised after the Present Revision has modifications in description of the roads, buildings, and the like on the basis of each of Plaintiff's maps before the revision sequentially from each of Plaintiff's maps issued by the Present Revision on the grounds of survey results by the surveyors (Exhibits Ko 64, 65, 68 to 70, 73 to 84, 86 to 95, and 100 to 123, entire import of oral argument).

B. Each of Plaintiff's maps issued by the Present Revision includes the following features (each branch number 1 of Exhibits Ko 64, 65, 68 to 70, 73 to 84, 86 to 95, and 100 to 123, Exhibits Ko 96 to 99, 135, entire import of oral argument).

(a) Map issued for one or a plurality of municipalities basically with a scale of 1:1500, illustrating objective situations such as roads, housings, building lots, and the like.

An area in a municipality to be a unit of issuance is divided into a plurality of sections, and one sheet of map is contained by using two facing pages, and scales A to J are given on an upper side and a lower side from the left and scales 1 to 5 on a right side and a left side from above the map.

Numbers of the maps are given on the upper left on the left page of the two facing pages, and the numbers of the maps at each position on the upper side, upper right, right, lower right, below, lower left, left, and upper left of the map are described on the upper right of the right page.

(b) On the maps, boundaries between roads or sidewalks and the housing land are described in solid lines, and the boundaries between the roads and sidewalks in broken lines, and in addition, rivers, railways, center medians of roads, and the like are described.

Moreover, signals, bus stops, bridges, pedestrian overpasses, stairs, and the like are described by using illustrations.

Furthermore, names of the roads, crossings, bus stops, railways, rivers, and the like are written in, and national roads and one-way roads are given marks imitating traffic signs.

For mountains, contour lines are described.

(c) On the lots on the map, house-shape frames, which are frame lines

indicating a shape of a building or the like on the lots when viewed from immediately above, are described, and names of the residents, names of the shops, names of the buildings, and the like of the buildings are described so as to be contained in the frame lines.

Moreover, for the lands used as parking lots, parks, and the like, names of the parking lots, names of the parks, and the like are described.

For the lands, boundaries thereof are described in some cases.

Moreover, house addresses are described, and in some cases parcel numbers are described on the aforementioned frame line of each building or the like.

(3) Regarding the Zenrin house maps related to distribution areas 1 to 24 in the aforementioned (2)A, supplemental explanation will be given on fact finding related to the timing when the Present Revision was made.

Regarding distribution areas 1 to 11, according to each documentary evidence described in the "documentary evidence 1" column in the Attachment list of timings and the like of the Present Revision, it is found that the Present Revision was made at each timing described in the "Present Revision timing" column of the same for the Zenrin house map related to each municipality described in the "municipality" column of the same constituting each distribution area (in a case where a plurality of the "Zenrin house maps" are issued for one municipality, the latest timing among them is referred to).

Then, for distribution areas 12 to 24, no precise evidence indicating the timing when the Present Revision was made was found, but as described in the aforementioned (2)A, the Present Revision started around 1994 and has been made sequentially for each area. Thus, among the municipalities constituting distribution areas 1 to 11 at the latest (however, according to the evidence (Exhibit Ko 53-2, Exhibit Ko 54-2, Exhibit Ko 55-2, Exhibits Ko 56, 96 to 99), for Ina city, Minami-Minowa mura, and Minowa-machi, J.P. Agency, which had a cooperative relationship with the Plaintiff, issued a house map until December 31, 2018, and it is found that the Plaintiff did not issue the Zenrin house map related to these municipalities until November in 2019 and thus, these municipalities are excluded), it is reasonable to find that the Present Revision was made in March in 2006, which is the same timing as those of "Fuji-kawaguchi-ko machi, Narusawa mura" for which the Present Revision was made at the latest timing.

(4) According to the aforementioned (2), each of Plaintiff's maps issued by the Present Revision was completed as the house map by describing information in the house map having been created by Plaintiff so far on the basis of the city plan maps

and the like and adding information obtained by surveys of the shapes and the like of the house-shape frames through the surveyors' visit to the sites. Easy searches for intended maps are devised such that facilities are displayed so as to be easily recognized by using illustrations, the names of the roads and the like, the names of the residents of the buildings, housing addressing systems, and the like are described, and the house-shape frames, which are frame lines indicating the shapes of the buildings and the like when viewed from immediately above, are described and thus, it can be considered that that the Plaintiff, who had created and sold the house maps for a long time, chose and displayed the information considered to be required for the house map in a method considered to be viewed more easily. Therefore, each of Plaintiff's maps issued by the Present Revision can be evaluated as a creative expression of thoughts or sentiments of a creator (Article 2, paragraph (1) of the Copyright Act) and thus, it is reasonable to acknowledge it as a work of the maps (Article 10, paragraph (1), item (vi) of the Copyright Act).

Moreover, as described in the aforementioned (2)A, each of Plaintiff's maps further revised after the Present Revision includes contents of each of Plaintiff's maps issued by the Present Revision and thus, it is reasonable to similarly acknowledge it as a work of the maps.

It is to be noted that, regarding each of Plaintiff's maps issued before the Present Revision, Plaintiff does not assert that it is a target of the copyright infringed by Defendants in this Lawsuit (the aforementioned No. 2, 4(1) (Assertion by Plaintiff) D) and thus, examination on copyrightability is not needed (in the following, in the case of "each of Plaintiff's maps", unless otherwise specified, it refers to those issued at the Present Revision and after).

(5) On the other hand, Defendants assert that copyrightability is not acknowledged in each of Plaintiff's maps by arguing that [i] the case where the copyrightability of the map is acknowledged is small in general, and the case where the copyrightability of the house map is acknowledged is further limited as compared with the other maps; [ii] each of Plaintiff's maps is created by relying on old maps in the Edo Era, existing maps, and city plan maps, and there is little room for the creativity to be exerted; [iii] each of Plaintiff's maps is mechanically created and is considered to be accurate/precise and thus, a part where the creativity is exerted is further limited, and the Geographical Survey Institute presents opinions that there is a low possibility that the copyrightability is acknowledged for the city-plan basic maps with a scale of 1:2500; [iv] some of the house maps created in the past have house-shape frames described, and expressions themselves using the house-shape frames are

common; and [v] Plaintiff ordered at least 60% of the map creating operation from overseas companies, and each of Plaintiff's maps lacks uniqueness.

However, regarding the aforementioned [i], as described in the aforementioned (1), the copyrightability of maps should be determined comprehensively from the selection of the information to be described and the method of displaying it. But as described in the aforementioned (4), each of Plaintiff's maps is realization of individual characters of creators in light of the creating methods, contents, and the like, and can be evaluated as creative expression of thoughts or sentiments thereof and thus, it is found to be a work of the map.

Regarding the aforementioned [ii], even if Plaintiff created each of Plaintiff's maps by referring to the old maps, city plan maps, and the like, as described in the aforementioned (2)A, each of Plaintiff's maps was created by adding the names of the residents and the buildings, the landform information, the shapes of the house-shape frames surveyed by the surveyors who visited the sites, and the like to the data made from the city plan maps and the like by the Present Revision and as a result, the features in the aforementioned (2)B are provided. Therefore, in light of the creating methods, features, and the like of each of Plaintiff's maps as above, each of Plaintiff's maps is found to have copyrightability to which new creative expressions were added to the city plan maps and the like.

Regarding the aforementioned [iii], even if each of Plaintiff's maps is accurate/precise, as described in the aforementioned (1), there is a room for exertion of creativity in the selection of the information to be described and the method of displaying it and the like. Moreover, the findings of the Geographical Survey Institute pointed out by Defendants (Exhibit Otsu 63) were on the city-plan basic maps and not on the house maps in general created by a house map creating company and, as taught on the aforementioned [ii], each of Plaintiff's maps was completed as a house map by creating data with the city plan maps and the like as basic maps and then, by adding various types of information to that or the like and thus, the aforementioned findings of the Geographical Survey Institute do not apply to each of Plaintiff's maps. Moreover, as described in the aforementioned (2)B, each of Plaintiff's maps has such features that the scales are given to the four sides of each of Plaintiff's maps, and the numbers of the maps at each position on the upper side, upper right, right, lower right, below, lower left, left, and upper left of the map are described so that the intended map can be searched easily. Moreover, the housing addressing systems are devised so as to facilitate understanding by displaying signals, bus stops, and the like using illustrations and by describing the names of the residents

and the shops and the like of the buildings and the like, while, according to the evidence (Exhibits Otsu 70 to 73), it is found that the city-plan basic map does not have such features at all, and since each of Plaintiff's maps and the city-plan basic maps are different in their nature from the first place, they cannot be argued to be on the same level.

Regarding the aforementioned [iv], even though the house-shape frames are frequently described in the house maps, there is insufficient evidence to acknowledge that there are abundant specific expressions of the house-shape frames in each of Plaintiff's maps and thus, it should be considered that the copyrightability of each of Plaintiff's maps cannot be denied immediately.

Regarding [v], it should be considered that the uniqueness of each of Plaintiff's maps cannot be denied and moreover, the copyrightability thereof cannot be denied, either, only with the fact that Plaintiff ordered the creating operation of each of Plaintiff's maps from the overseas companies.

As described above, none of the assertions by Defendants can be employed.

2. Regarding Issue 2 (author of each of Plaintiff's maps)

(1) As described in the aforementioned Basic Facts (1)A and (3)A, Plaintiff is practicing the business of researching the map information all over Japan and creating and selling the Zenrin house maps, which are house maps, and each of Plaintiff's maps is created as the one related to distribution areas 1 to 24 in the Zenrin house map.

And according to the evidence (Exhibit Ko 134) and the entire import of oral argument, it is found that Plaintiff [i] in some cases consigns the operation of field survey of the names of the residents, house numbers, detailed house-shape frames, and the like with a third party in order to create the Zenrin house maps; [ii] delivers survey manuals organizing points to pay attention to in surveys to the consignees of the operation, causes them to wear uniforms provided by Plaintiff, requires them to carry employee IDs or surveyor ID issued by Plaintiff, and instructs them to describe survey results on the survey manuscript in compliance with describing methods prescribed for house numbers, names, landforms, planimetric features, traffic information, buildings, apartment houses, and the like; and [iii] the operation is caused to be performed by Plaintiff's employees in some cases, but the survey methods are not different from the case where the operation is consigned with the third party. By comprehensively considering the circumstances of [i] to [iii] above, it is reasonable to find that the surveys and the descriptions of the results in each of Plaintiff's maps by the consignees and the employees are performed in the course of duty in Plaintiff under the control and supervision of Plaintiff.

Moreover, according to the evidences (Exhibits Ko 8-1, Ko 12, 14, 26, 32, 41, 42, Exhibits Ko 64 to 123) and the entire import of oral argument, it is found that the company name of the Plaintiff is described on the cover and the package of each of Plaintiff's maps, and at the end of the package, it is described that "'Zenrin house map' ('Goods') is a work of our company and is protected by the Copyright Act.". In light of these descriptions, it is reasonable to find that Plaintiff made public each of Plaintiff's maps as a work of its own authorship.

Therefore, each of Plaintiff's maps was created by the employees engaged in Plaintiff's business operations and the operation consignees on the basis of the initiative by Plaintiff in the course of duty and was made public as a work of Plaintiff's own authorship and thus, it is found that the author of each of Plaintiff's maps is the Plaintiff under Article 15, paragraph (1) of the Copyright Act.

(2) On the other hand, Defendants assert that [i] the describing method of the map in each of Plaintiff's maps is indicated by companies other than Plaintiff and thus, Plaintiff's initiative for new creation is not found; [ii] such a possibility that Plaintiff is not the author of each of Plaintiff's maps cannot be denied depending on the contents of employment contracts and employment rules between Plaintiff and the surveyors, and since the basic contract on survey operation consignment (Exhibit Ko 124) has no regulation on execution processes of the operations, Plaintiff's position of control and supervision with respect to external operators is denied and moreover, the contract does not have any regulation on transfer of the copyright; [iii] in order that the copyrightability of each of Plaintiff's maps is to be acknowledged, the individual characters of the surveyors need to be expressed in the description of the house-shape frames and the like and if so, Plaintiff cannot assert the copyright related to each of Plaintiff's maps without conclusion of a contract related to the transfer of the copyright between Plaintiff and the surveyors; and [iv] the company name of Plaintiff is not described on the cover of each of Plaintiff's maps as a creator or an author, and it cannot be considered that Plaintiff published each of Plaintiff's maps under the name of its own work.

However, regarding the aforementioned [i], as described in the aforementioned (1), Plaintiff researches the map information all over Japan and creates and sells the Zenrin house map, which is a house map, as its business and creates each of Plaintiff's maps as those related to distribution areas 1 to 24 in the Zenrin house map and thus, it is obvious that each of Plaintiff's maps was created on the basis of the intention of Plaintiff.

Regarding the aforementioned [ii], as in the aforementioned Basic Facts (1)A,

from the fact that Plaintiff researches the map information all over Japan and creates and sells the Zenrin house map, which is a house map, as its business, it is reasonable to find that the employment contract and the employment rules between Plaintiff and the surveyors have no special agreement on the author of each of Plaintiff's maps, and there is insufficient evidence to overcome this finding. Moreover, even if the basic contract on survey operation consignment has no regulation related to the control and supervision to Plaintiff's consignees, it can be considered that the consignees are under the control and supervision of Plaintiff as in the aforementioned (1), and the fact that the contract does not have any regulation on transfer of the copyright has nothing to do with the requirement in Article 15, paragraph (1) of the Copyright Act.

Regarding the aforementioned [iii], Article 15, paragraph (1) of the Copyright Act stipulates that a corporation or the like becomes an author, if predetermined requirements are satisfied and thus, it is not interpreted that a contract related to the transfer of the copyright needs to be concluded between Plaintiff and the surveyors in order for Plaintiff to assert the copyright related to each of the Plaintiff's maps, and it should be considered to be a unique opinion.

Regarding the aforementioned [iv], on the basis of the fact that the company name of Plaintiff is described on the cover and the like of each of Plaintiff's maps, and at the end or the like, it is described that "'Zenrin house map' ('Goods') is a work of our company and is protected by the Copyright Act.", it can be considered that Plaintiff made public each of Plaintiff's maps as a work of its own authorship, as taught in the aforementioned (1).

As described above, none of the aforementioned assertions by Defendants can be employed.

3. Regarding Issue 3 (copyright infringement act by Defendants)

(1) Found facts

According to the evidences (Exhibits Ko 1, 2, 10, 15 to 21, 23, 34, Exhibits Otsu 4, 34 to 57, 64, 67, 69, 82) and the entire import of oral argument, the following facts can be acknowledged:

A. Defendant Company purchased each of Plaintiff's maps issued before the Present Revision and each of Plaintiff's maps issued at the Present Revision and after, in order to create each master drawing of each of Defendant's maps, which are maps for posting in distribution areas 1 to 24 at establishment on January 12, 2000 and after (Exhibit Ko 10, Exhibits Otsu 64, 82, the entire import of oral argument).

B. Defendant Company divides each of distribution areas 1 to 24 into a plurality of distribution sub-areas and created the master drawing for one sheet of map

for posting for one distribution sub-area. The number of the distribution sub-areas present in each municipality described in the "municipality" column in the Attachment list of timings and the like of the Present Revision constituting each distribution area is as each number described in the "number of distribution sub-areas" column of the same (however, this does not mean that there is no distribution sub-area in a municipality without the description of the distribution sub-area number). (Exhibit Ko 21, the entire import of oral argument)

C. Defendant Company reduced the applicable pages in each of Plaintiff's maps in the aforementioned A as appropriate and duplicated them so that the master drawing of the map for posting for one distribution sub area is contained in one sheet of A3-sized paper, cut out necessary parts in them, and joined them together so that the roads, the buildings, and the like are not misaligned. Then, the master drawing of each of Plaintiff's maps was completed by surrounding a part constituting the distribution sub-area by a bold line, by describing the number and the name of the place indicating the distribution sub-area, by pasting notes on which registration Nos., names, a period in which the posting operation was performed in the distribution sub-area, the contents thereof, and the like can be described and moreover, by adding information which would be required in practice of the posting operation such as, in the case of an apartment house, the number of mailboxes and prohibition of distribution if the distribution should not be performed, any change in the house, or the like. (Exhibits Ko 1, 2, 15, Exhibits Otsu 4, 34 to 57, 67, 69, 82)

D. Defendant Company duplicated each master drawing of Defendant's maps 1 to 13 for distribution areas 1 to 13 (for distribution areas 12 and 13, only until March in 2011) where the posting operation would be performed by themselves and delivered them to the distribution staff, the distribution staff performed the posting of the advertisement matters by using the duplicated map, marked the houses and the like for which the posting was performed, and after the posting was finished, they returned the map to Defendant Company (Exhibit Ko 2, Exhibit Otsu 82).

E. Defendant Company created each master drawing for each of Defendant's maps 1 to 16 and then, periodically created new master drawings by modifying the master drawing for each of Defendant's maps 1 to 16 by writing newly obtained information on newly constructed housings, vacant houses, roads, positions of mailboxes, entrances/exits, and the like (Exhibits Ko 2, 23).

F. Defendant Company sent each of the master drawings of Defendant's maps 12 to 16 to the Defendant franchisee for distribution areas 12 to 16, where the Defendant franchisee would perform the posting operation, and the Defendant

franchisee performed the posting by using them (Exhibits Ko 1, 2, 34, Exhibit Otsu 82).

Moreover, Defendant Company created each of the master drawings of Defendant's maps 17 to 24 for distribution areas 17 to 24 upon receipt of a request from a third party and sold them to the third party (Exhibits Ko 1, 2, the entire import of the oral argument).

G. On March 20, 2018, the manager of Matsumoto sales office of the Plaintiff visited shop 2 and asked about a use method of the Zenrin house map, and explained that the use method by Defendant Company infringed the copyright of Plaintiff (Exhibit Ko 15).

After that, Plaintiff asked in writing the Defendant Company about the purpose of use of reproductions of the Zenrin house map, the town names, the number of pages, the number of areas in the town, the number of copies, and the like of the Zenrin house map reproduced and used. Defendant Company did not reply to the questions, by stating that there were 300 to 400 companies all over Japan performing the posting operations like the Defendant Company and they all used the Zenrin house maps and the like similarly to the Defendant Company, the Defendant Company was puzzled by the inquiry by the Plaintiff, the use method of the maps in the Defendant Company was an important business secret on business having been established by long-term experience and know-hows, and there could not be such obligation to disclose all the information to the Plaintiff (Exhibits Ko 16 to 20).

H. Plaintiff made two requests for preservation of evidence (Nagano District Court, Iida Branch 2019 (Mo) No. 4 and Matsumoto Branch of the same 2019 (Mo) No. 9), asking for verification in advance of each of Plaintiff's maps in the aforementioned A, duplications thereof, and each of Defendant's maps, and the like, and the verification (hereinafter, referred to as the "Present Preservation of Evidence") was executed on July 5, 2019 at shops 2 and 7 (Exhibits Ko 1, 2).

(2) Establishment of infringement of right of reproduction related to each of Plaintiff's maps

A. Infringement of right of reproduction by Defendants

(a) As described in the aforementioned Basic Facts (2)A, Defendant A individually performed the posting operation in distribution areas 2 and 8 until January 11, 2000 before the Defendant Company was founded, but the Present Revision was made for Plaintiff's maps 2 and 8, as described in the Attachment list of timings and the like of the Present Revision, since September in 2002, which was after the foundation of the Defendant Company.

And the copyright infringement alleged by the Plaintiff is only for each of the Plaintiff's maps issued at the Present Revision and after.

Therefore, since Plaintiff's maps 2 and 8 used by Defendant A for individually performing the posting operation are not alleged as the targets of the copyright in this case, liability for a tort by Defendant A does not pose a problem.

(b) As described in the aforementioned (1)A to F, it is found that the Defendant Company purchased each of Plaintiff's maps issued before the Present Revision or each of Plaintiff's maps issued at the Present Revision and after, reduced the applicable pages in each of Plaintiff's maps as appropriate and duplicated them so that one distribution sub-area is contained in one sheet of A3-sized paper, cut out necessary parts in them, joined them together so that the roads, the buildings, and the like are not misaligned, and created the master drawing of each of the Defendant's maps, Defendant Company duplicated each of the master drawings of Defendant's maps 1 to 13 and delivered them to the distribution staff performing posting of the advertisement matters, and the Defendant Company modified each of the master drawings of Defendant's maps 1 to 16 by writing newly obtained information and the like so as to create new master drawings.

Then, as described in the aforementioned 1(4), each of Plaintiff's maps issued at the Present Revision and after is found to be a work of the map.

Therefore, it is reasonable to find that those related to each of Plaintiff's maps issued at the Present Revision and after among each of the aforementioned acts by the Defendant Company infringe the Plaintiff's right of reproduction.

(c) On the other hand, Defendants assert that [i] after creation of each of Defendant's maps, duplication of each of Plaintiff's maps is disposed of each time; [ii] in each of Defendant's maps, notes and area frame lines are indispensable, and since a range expressing one sheet of the map is different from that of each of Plaintiff's maps, the uniqueness of each of Plaintiff's maps is buried; [iii] points of agreement between each of Plaintiff's maps and each of Defendant's maps are in common in the expression in the city-plan basic maps, and there are few house-shape frames newly expressed in each of Plaintiff's maps and thus, they are common; and [iv] regarding Defendant's maps 12 to 17 and 20, the Defendant franchisee purchased Plaintiff's maps 12 to 17 and 20 and sent them to the Defendant Company, and the Defendant Company only reproduced them for the Defendant franchisee.

However, regarding the aforementioned [i], even if the duplication of each of Plaintiff's maps is disposed of, the fact of the duplication of each of Plaintiff's maps is not changed, and if the master drawing of each of Defendant's maps created by cutting

and pasting the duplication of each of Plaintiff's maps is further duplicated, it should be considered to be reproduction of each of Plaintiff's maps.

Regarding the aforementioned [ii], as described in the aforementioned (1)C, since each of Defendant's maps is created by reduction as appropriate, duplication, and then joining of each of Plaintiff's maps, it is obvious that the creative expressions of the two are the same, and even though, in each of Defendant's maps, notes are pasted, the parts constituting the distribution sub-areas are surrounded by bold lines, and the range to be expressed on one sheet of the map is different from that of each of Plaintiff's maps, it cannot be evaluated that the uniqueness of each of Plaintiff's maps is buried only because of those points.

Regarding the aforementioned [iii], as described in the aforementioned 1(5), each of Plaintiff's maps is one in which new creative expressions were given to the city-plan basic maps, and it cannot be immediately found that the point of agreement between each of Plaintiff's maps and each of Defendant's maps is in common with the expression in the city-plan basic map, and there is insufficient evidence to acknowledge that the descriptions in each of Plaintiff's maps are common.

Regarding the aforementioned [iv], according to the evidence (Exhibit Ko 10, Exhibit Otsu 64), it is found that Defendant Company purchased the whole or a part of at least Plaintiff's maps 12 to 17, while there is insufficient evidence to acknowledge that the Defendant franchisee purchased Plaintiff's maps 12 to 17 and 20 and sent them to the Defendant Company. Moreover, since it is found from the evidence (Exhibit Ko 34) that Defendant Company recruited franchisees performing the posting operation and proposed that the map for posting would be provided to the franchisees for a fee, it cannot be evaluated that the Defendant Company reproduced Plaintiff's maps 12 to 17 and 20 for the Defendant franchisee, and there is insufficient evidence to find facts to be the basis of such evaluation.

As described above, none of the aforementioned assertions by Defendants can be employed.

B. Number of sheets obtained by Defendant Company through reproduction of each of Plaintiff's maps

(a) Frameworks of assertions by Plaintiff

Plaintiff asserts that Defendant Company [i] performed reproduction by a method of duplication of at least seven copies of each of Plaintiff's maps in order to create the master drawing of each of Defendant's maps related to one distribution sub-area (hereinafter, referred to as the "Reproduction [i]"; on this point, Plaintiff asserts that, as in the aforementioned No. 2, 4(3) (Assertion by Plaintiff) A(a)a, Defendant A

performed the Reproduction [i] related to Plaintiff's maps 2 and 8, but it is interpreted to be a purpose that, if Defendant A's liability for the tort does not pose a problem, such assertion would be made that Defendant Company made the Reproduction [i] related to Plaintiff's maps 2 and 8); [ii] in order to deliver to the distribution staff performing the posting, each of the master drawings of Defendant's maps 1 to 13 was reproduced by the method of duplication at least once a month (Hereinafter, referred to as "Reproduction [ii]"); and [iii] in order to create each of the master drawings of Defendant's maps 1 to 16 in which new information required for the posting operation was written, each of the master drawings of Defendant's maps 1 to 16 was reproduced by the method of duplication of at least once a month (hereinafter, referred to as "Reproduction [iii]").

Thus, in the following, how many copies of each of Plaintiff's maps issued at the Present Revision and after were reproduced by the aforementioned acts of the Defendant Company will be examined.

(b) Timing when Defendant Company purchased each of Plaintiff's maps

a. As described in the aforementioned 1(4), the one approved to be the work in each of Plaintiff's maps was issued at the Present Revision and after, and the timing when the Present Revision was made is as described in the "Present Revision timing" column in the Attachment list of timings and the like of the Present Revision. And from the mode in the aforementioned A(b), it is acknowledged that the timing when the right of reproduction of the Plaintiff related to each of Plaintiff's maps was infringed is limited to the timing when the Defendant Company first purchased each of Plaintiff's maps issued at the Present Revision and after.

b. According to each documentary evidence described in the "Documentary evidence 2" column in the Attachment list of timings and the like of the Present Revision, the timing when the Defendant Company first purchased the Zenrin house map issued at the Present Revision and after in the Zenrin house maps related to each municipality described in the "Municipality" column of the same constituting each distribution area in the distribution areas 1 to 17 is found to be each timing described in the "Purchase timing" of the same.

For the municipalities for which the timing is not described, as described in the aforementioned (1)A and C, it is found that the Defendant Company purchased the Zenrin house map, reduced the applicable pages thereof as appropriate and duplicated them, cut and pasted them and the like so as to create the master drawing of each of the Defendant's maps, but there is insufficient evidence to acknowledge that the duplicated Zenrin house map was issued at the Present Revision and after.

Therefore, only the Zenrin house maps related to the municipalities with the description of the aforementioned timing in the Attachment list of timings and the like of the Present Revision are targets for examining the number of reproduced sheets.

(c) Regarding Reproduction [i]

As described in the aforementioned (1)B, the Defendant Company created one sheet of the master drawing for the map for posting for one distribution sub-area. According to the evidence (Exhibit Ko 2-2, Exhibits Ko 44 to 52, 58 to 63) and the entire import of oral argument, it is reasonable to find that 7 pages of each of Plaintiff's maps need to be duplicated in order to create one sheet of the master drawing of each of Defendant's maps.

Therefore, as Reproduction [i], Defendant Company is found to have duplicated and reproduced 14,252 pages of each of Plaintiff's maps in total as each of the numbers of pages described in the "Page number 1" column in the Attachment list of timings and the like of the Present Revision ("number of pages pasted together" × "number of distribution sub-areas") (for municipalities whose number of distribution sub-areas is not known (the municipalities without description in the "number of distribution sub-areas" column in the Attachment list of timings and the like of the Present Revision) and municipalities which are not found to have purchased the Zenrin house map issued at the Present Revision and after (the municipalities not described in the "purchase timing" column of the same), the number of duplicated copies is 0).

(d) Regarding Reproductions [ii] and [iii]

a. As described in the aforementioned (1)C to E, the Defendant Company performed the Reproduction [ii] in which each of master drawings 1 to 13 of Defendant's Maps 1 to 13 created by duplicating Plaintiff's maps 1 to 13 are further duplicated and the Reproduction [iii] in which Plaintiff's maps 1 to 16 are duplicated so as to create each of the master drawings of new Defendant's maps 1 to 16, respectively. Precise evidences indicating how many times these reproductions were performed, respectively, are not found, but according to the evidence (Exhibits Ko 1, 2) and the entire import of oral argument, it is found that Defendant Company had an agreement to duplicate the master drawings of the maps for posting as a preparation work for distribution maps every month, and to modify the master drawings of the maps for posting and to make additional entries every month as a distribution-map modification work. At preservation of the evidence of this case, there were many bundles of each of Defendant's maps for one month bound by strings at shop 7, but it is found to be unclear whether they are duplication of the master drawings of the maps

for posting as the preparation work for distribution maps or the modification of the master drawings for the maps for posting as the distribution-map modification work.

Then, it is reasonable to find that Defendant Company performed the Reproduction [ii] or [iii] at least once a month related to distribution areas 1 to 13, where they performed the posting operation by themselves (regarding distribution areas 12 and 13, as described in the Basic Facts (2)B above, the Defendant Company had performed the posting operation until March in 2011, but damages related to the Reproductions [ii] and [iii] asserted by the Plaintiff are also limited to those until the same month). Moreover, it is reasonable to find that the Defendant Company performed the Reproduction [iii] at least once in two months so as to reproduce Plaintiff's maps 14 to 16 for distribution areas 14 to 16, where the Defendant franchisee performed the posting operation.

b. And it is reasonable to acknowledge that the start timing of the period during which the Defendant Company performed the Reproductions [ii] or [iii] is either of each of the start timings of the shop opening timings 1 to 16 or each of timings when the Defendant Company purchased Plaintiff's maps 1 to 16 issued at the Present Revision and after, whichever comes later, as described in each of the start timings described in the "Reproduction period" column in the Attachment list of timings and the like of the Present Revision.

c. Moreover, regarding the end timing of the period during which the Defendant Company performed the Reproduction [ii] or [iii], as described in the aforementioned (1)G, the manager of Matsumoto sales office of the Plaintiff visited shop 2 on March 20, 2018 and explained that the use method of the Zenrin house map by the Defendant Company infringed the Plaintiff's copyright, and according to the evidence (Exhibit Ko 2), it is found that the Defendant Company, who received the explanation, was replacing the house map to be used for creating the master drawing of the map for posting from the Zenrin house map to the others at the time of preservation of the evidence of this case.

However, as described in the aforementioned (1)C, in creation of the master drawing of the map for posting, the Defendant Company did not simply duplicate each of Plaintiff's maps but reduced the applicable pages of each of Plaintiff's maps as appropriate and duplicated, and then cut out necessary parts and joined them or the like so as not to be misaligned for each of the distribution sub-areas. Since the total number of the distribution sub-areas for distribution areas 1 to 24 is as many as 2978, though there was a period of approximately one year and four months from the aforementioned visit by the manager of Matsumoto sales office until the Present

Preservation of Evidence, the period is not necessarily sufficient to create and modify the master drawings of the maps for posting for all the distribution sub-areas, and there seems to be no other precise evidences indicating the distribution sub-areas for which the aforementioned replacement was finished. By considering the aforementioned circumstances together, it is reasonable to find that the end timing of the period during which the Defendant Company performed the Reproduction [ii] or [iii] is the earlier of each of the end periods of shop opening periods 1 to 16 and July in 2019, when the Present Preservation of Evidence was enforced (Regarding distribution areas 12 and 13, as described in the aforementioned Basic Facts (2)B, it is until March in 2011) and it is as each of the end timings described in the "Reproduction period" column in the Attachment list of timings and the like of the Present Revision.

d. According to the above, it is found that the Defendant Company duplicated and reproduced 955,549 pages in total as the Reproductions [ii] and [iii] in each period described in the "Reproduction period" column in the Attachment list of timings of the Present Revision as in each of the number of pages described in the "page number 2" column ($\text{"number of pages pasted together"} \times \text{"number of distribution sub-areas"} \times \text{"number of months"}$ or $\text{"number of joined pages"} \times \text{"number of distribution sub-areas"} \times \text{"number of months"} \times 0.5$) (for the municipalities whose number of distribution sub-areas is not known, (the municipalities without description in the "number of distribution sub-areas" column in the Attachment list of timings and the like of the Present Revision) and the municipalities not found to have purchased the Zenrin house maps issued at the Present Revision and after (the municipalities without description in the "purchase timing" column of the same), the number of duplicated pages is 0).

e. On the other hand, the Defendants admit that the number of the distribution sub-areas at the time of Present Preservation of Evidence was 2978 in total but assert that they gradually expanded the sales range from April in 1998, and the distribution sub-areas in the aforementioned number had not existed from the start of the creation of each of Defendant's maps.

However, since there is no precise evidence indicating the change in the number of the distribution sub-areas, and the number of pages in the aforementioned d is limited to those at each of the start timing of the shop opening timings 1 to 16 and after and the timing when the Defendant Company purchased each of Plaintiff's maps issued at the Present Revision and after, it should be considered that the point pointed out by the Defendants is not a rational reason why the number of pages found as in the

aforementioned d should be decreased.

Therefore, the aforementioned assertion by the Defendants cannot be employed.

(e) Summary

According to the above, the reproduction was performed in each of the page numbers described in the "Subtotal" column in the Attachment list of timings and the like of the Present Revision for each of Plaintiff's maps, and the total is 969,801 pages.

(3) Establishment of other copyright infringement related to each of Plaintiff's maps

A. As described in the aforementioned (1)F, the Defendant Company sent each of the master drawings of Defendant's maps 12 to 16 to the Defendant franchisee and sold each of the master drawings of Defendant's maps 17 to 24 to a third party. According to the aforementioned (2), these master drawings include reproductions of a part of Plaintiff's maps 12 to 17 issued at the Present Revision and after as described in the "page number 1" and "page number 2" columns in the Attachment list of timings and the like of the Present Revision and thus, with this limitation, each of the aforementioned acts by the Defendant Company is acknowledged as infringement of the transfer right of the Plaintiff related to Plaintiff's maps 12 to 17.

On the other hand, there is insufficient evidence to acknowledge that the Defendant Company provided the reproduction of each of the master drawings of Defendant's maps 12 to 16 to the public by renting, and it is not acknowledged that the Defendant Company infringed the renting right of the Plaintiff related to Plaintiff's maps 12 to 16.

B. As described in the aforementioned Basic Facts (4)C, the Defendant Company published each image data of one sheet of the map, which is a part of Defendant's map 8 and three sheets of the map, which is a part of Defendant's map 11, on each of the web pages related to shops 8 and 11 in the Defendant's web site. As described in the aforementioned (2), each of the master drawings of Defendant's maps 8 and 11 and the duplications thereof are reproductions of Plaintiff's maps 8 and 11 and thus, the aforementioned publication acts by the Defendant Company are found to infringe the right to transmit to the public of the Plaintiff related to Plaintiff's maps 8 and 11.

On the other hand, the Defendants assert that the four sheets of the map, which are copies of each of Defendant's maps 8 and 11 published on the web page related to shops 8 and 11 in the Defendant's web site, occupy only approximately 3% of an area of the original maps, but as described in the aforementioned (2), since Defendant's maps 8 and 11 are reproductions of Plaintiff's maps 8 and 11, even if they are a part of

Defendant's maps 8 and 11, the act of publishing the image data thereof in the web page on the Internet obviously infringes the Plaintiff's right of transmission to the public related to Plaintiff's maps 8 and 11, and the aforementioned assertions by the Defendants cannot be employed.

4. Regarding Issue 4 (presence / absence of intension or negligence of the Defendants)

(1) According to the evidences (Exhibits Ko 8, 12, 14, 26, 32, 41, 42, 64 to 123) and the entire import of oral argument, in April in 1998 and after at the latest, it is found that the "Zenrin house map" has descriptions that "'Zenrin house map' ('Goods') is a work of our company and is protected by the Copyright Act.", "Unless otherwise stipulated by laws, the reproduction, transcription, extraction, or other uses of the whole or a part of the Goods or data included in the Goods without permission of our company constitutes violation of the Copyright Act or a tort, for which criminal or civil liability might be pursued.", and the package of the "Electronic house map DIGITOWN" also has had the description with the same gist as above in May in 2007 and after at the latest.

According to the aforementioned findings, it is reasonable to find that the Defendant Company was intentional in infringement of the right of reproduction of the Plaintiff related to each of Plaintiff's maps by each of the acts in the aforementioned 3(2).

On the other hand, as described in the aforementioned 3(2)A(a), the infringement of the right by Defendant A does not pose a problem in this case and thus, there is no need to examine intension or negligence of Defendant A.

(2) On the other hand, the Defendants assert that the Plaintiff sells each of Plaintiff's maps to the Defendant Company while knowing the use method of each of Plaintiff's maps by the Defendant Company, and a plurality of house map creating companies other than the Plaintiff permitted reproductions and the like of the maps for posting without payment of an additional fee by the Defendant Company and thus, the Defendant Company did not acknowledge that the Plaintiff does not allow the use method of each of Plaintiff's maps by the Defendant Company until the Defendant company received the writing (Exhibit Ko 16) under the name of the manager of Matsumoto sales office of the Plaintiff around April 2, 2018 and therefore, the intention of the Defendant Company on the infringement of the copyright related to each of Plaintiff's maps is not acknowledged.

However, there is insufficient evidence to acknowledge that the Plaintiff sold each of Plaintiff's maps to the Defendant Company while knowing presence of an

infringement act of the right of reproduction by the Defendant Company in the aforementioned 3(2) or rather, as described in the aforementioned (1), it was described on each of Plaintiff's maps that the map is the work, and reproduction or the like thereof without permission by the Plaintiff would constitute violation of the Copyright Act and the like.

Moreover, according to the evidence (Exhibits Otsu 5 to 7), it is found that the Defendant Company obtained a certificate from three house-map creating companies other than the Plaintiff that permitted creation of maps for posting by duplicating house maps created and sold by the three companies and by cutting and pasting them or the like in a period from November 5, 2018 to June 19, 2019, but the period of the obtainment is after March 20, 2018 (the aforementioned 3(1)G), when the manager of Matsumoto sales office of the Plaintiff visited shop 2 and explained that the use method of the Zenrin house map by the Defendant Company infringed the copyright of the Plaintiff. Therefore, it should be considered that the aforementioned obtainment of the certificate does not constitute a circumstances that denies the intention of the Defendant Company.

Then, it should not be considered that the Defendant Company did not know that the Plaintiff did not approve the use method of each of Plaintiff's maps by the Defendant Company until the Defendant Company received the writing under the name of the manager of Matsumoto sales office of the Plaintiff, and there is no other evidence sufficient to prove such facts.

Therefore, the aforementioned assertion by the Defendants cannot be employed.

5. Regarding Issue 5 (laches of task by the Defendant A)

(1) The Defendant Company created the master drawings of the maps for posting by purchasing each of Plaintiff's maps, by reducing them as appropriate and duplicating them, and by cutting and pasting them at the foundation on January 12, 2000 and after, before the Present Revision was made for each of Plaintiff's maps, as described in the aforementioned 3(1)A and C, and as described in the aforementioned 3(2), reproduced 969,801 sheets in total of each of Plaintiff's maps issued at the Present Revision and after. And as described in the aforementioned Basic Facts (1)B, (2)A, and (4)A, the Defendant A had been performing the posting operation as an individual with a method similar to that performed in the Defendant Company until the Defendant Company was founded and the Defendant A has taken office of the representative director of the Defendant Company, since the Defendant Company was founded. According to the evidence (Exhibit Ko 3), the Defendant Company is a limited liability company with stated capital of 5,000,000 yen and 39 employees,

which is found not to be so large.

Then, it is reasonable to find that, although the Defendant A had responsibility of preventing the Defendant Company's infringement of the copyright of the Plaintiff as the representative director of the Defendant Company as described in the aforementioned 3(2), the Defendant A neglected this responsibility in bad faith.

(2) On the other hand, the Defendant A asserts that [i] although the Plaintiff recognized until April in 2018 that the Defendant Company created each of Defendant's maps by purchasing each of Plaintiff's maps for performing the posting operation and by reproducing them or the like, the Plaintiff had not asked for a reproduction fee from the Defendant Company or the like and thus, the Defendant A could not recognize that the aforementioned act of the Defendant Company was illegal; and [ii] the Defendant A terminated the use of each of Plaintiff's maps within a rational period after the disclaimer was received from the Plaintiff in the same month and thus, it should not be considered that there was bad intention or gross negligence in performing the task.

However, regarding the aforementioned [i], there is insufficient evidence to find that the Plaintiff did not claim for the reproduction fee from the Defendant Company while knowing that there was the act of infringement of the right of reproduction as in the aforementioned 3(2) by the Defendant Company, and there is insufficient evidence to find that the Defendant A recognized such facts.

Moreover, regarding the aforementioned [ii], there is insufficient evidence to acknowledge that the Defendant Company completely terminated the reproduction of each of Plaintiff's maps, and even if the Defendant A terminated the use of each of Plaintiff's maps within the rational period, it does not release the Defendant A from the liability for laches of task until then.

Therefore, the aforementioned assertions by the Defendant A cannot be employed.

6. Regarding Issue 6 (presence/absence of implicit permission by the Plaintiff)

The Defendants assert that the Plaintiff sold each of Plaintiff's maps at discounted prices to the Defendant Company, delivered it to the main office of the Defendant Company, sufficiently grasped the use method of each of Plaintiff's maps in the Defendant Company, the Plaintiff performed demonstration of the "Electronic house map DIGITOWN" to several employees of the Defendant Company, and explained that the map for posting could be created as before also by the "Electronic house map DIGITOWN" and thus, it should be considered that the Plaintiff permitted reproduction of each of Plaintiff's maps in a necessary range in the creation of the

map for posting by the Defendant Company.

Regarding this point, according to the evidence (Exhibit Ko 10, Exhibit Otsu 64), the Plaintiff sold each of Plaintiff's maps at a price lower than the fixed price to the Defendant in April in 2011 and after in some cases, and it is found that the maps were delivered to the main office of the Defendant Company. However, it cannot be acknowledged with the fact that the Plaintiff knew that the Defendant Company reproduced each of Plaintiff's maps so as to create each of the Defendant's maps, and there are no other sufficient evidences to acknowledge that.

Moreover, even if the Plaintiff performed the demonstration of the "Electronic house map DIGITOWN" to the employees of the Defendant Company, there is insufficient evidence to find that such a fact was explained that the map for posting can be created as before also by the "Electronic house map DIGITOWN".

And even with all the evidence of this case, it cannot be acknowledged that the Plaintiff permitted the reproduction of each of Plaintiff's maps in the necessary range when the Defendant Company creates the map for posting.

Therefore, the aforementioned assertion by the Defendants cannot be employed.

7. Regarding Issue 7 (presence/absence of customs enabling reproduction of publication without paying royalties)

The Defendants assert that it is difficult to carry the house maps because of their size and weight, and since they are not for appreciation but for practical use and moreover, they are not used as attached materials to be submitted to public authorities and the like or distributed to those who want them, a plurality of house-map creating companies other than the Plaintiff permitted reproduction and the like of the maps for posting without payment of additional fees by the Defendant Company. Therefore, such a custom exists that, on the premise that simultaneous use shall not be conducted, those who legally purchased the house map are permitted to reproduce one copy without paying the price other than the purchase price, and the price of the house map as publication includes such permission to use maps as above.

However, even if those who purchased the house map take it out for use, it should be considered to be a leap of logic to approve the presence of the custom that allows the reproduction as asserted by the Defendants from that fact other than the case in which the regulation on the limitation of copyright prescribed in the Copyright Act. Moreover, according to the evidence (Exhibits Otsu 5 to 7), it is found that three house-map creating companies permitted the Defendant Company reproduction or processing for use as a map for posting without payment of additional use fees for the house maps sold by the three companies or the like in November in 2018, but even

from such facts, it cannot be acknowledged that such a custom that the reproduction and the like of the sold house map is allowed without receiving payment of the additional use fee exists in house-map creating companies in general, and there is no other evidence sufficient to acknowledge it.

Therefore, the aforementioned assertion by the Defendants cannot be employed.

8. Regarding Issue 8 (applicability of Article 30-4 of the Copyright Act to the use of each of Plaintiff's maps by the Defendants)

The Defendants also assert for the use of each of Plaintiff's maps that, even if some thoughts or sentiments of each of Plaintiff's maps remain in each of Defendant's maps, to enjoy them is not the purpose and thus, it falls under the "case in which it is not a person's purpose to personally enjoy or cause another person to enjoy the thoughts or sentiments expressed in that work" (main paragraph of Article 30-4, Copyright Act).

However, as described in the aforementioned Basic Facts (4), in order to perform the posting operation for distributing advertisement matters to each household, the Defendants duplicated each of Plaintiff's maps and cut and pasted them so as to create the master drawings of each of Defendant's maps for maps for posting, and the distributing staff performing posting received those obtained by further duplicating the aforementioned master drawings and performed posting on the basis of the information such as positions of the buildings, roads, and the like described in them. Therefore, since the Defendant Company reproduced each of Plaintiff's maps by the method of duplication in order to use the information such as the positions of the buildings, roads, and the like described in each of Plaintiff's maps, it is obvious that the reproduction act by the Defendant Company is intended to personally enjoy the thoughts or sentiments expressed in each of Plaintiff's maps or to cause the distribution staff to enjoy them.

Moreover, the same applies to the transfer by the Defendant Company of the reproductions of Plaintiff's maps 12 to 17 as in the aforementioned 3(3)A and publication of the reproductions of Plaintiff's maps 8 and 11 on the web page in the Defendant's web site as in the aforementioned Basic Facts (4)C.

According to the above, Article 30-4 in the Copyright Act is not applied and thus, the aforementioned assertion by the Defendants cannot be employed.

9. Regarding Issue 9 (limitation by the Plaintiff on exercise of copyright to the Defendants on the grounds of small-scale use)

The Defendants assert that it is unrealistic to perform posting while carrying books of the house map with a weight and thus, the exercise of copyright to the

Defendants is limited by the Plaintiff on the grounds of small-scale use.

However, although legal grounds for the limitation by the Plaintiff on exercise of copyright in relation with each of Plaintiff's maps are not known, even if the Defendants had an intention to assert abuse of the right by the Plaintiff, as described in the aforementioned 3(2), the Defendant Company reproduced 969,801 pages in total of Plaintiff's maps issued at the Present Revision and after, and such a fact which can be grounds for the evaluation that the exercise of the copyright by the Plaintiff to the Defendant Company as above is the abuse of right cannot be acknowledged even with all the evidences of this case.

Therefore, the aforementioned assertion by the Defendants cannot be employed.

10. Regarding Issue 10 (presence/absence of likelihood of infringement of the Plaintiff's copyright related to the map as a target for injunction and the like)

(1) As described in the aforementioned Basic Facts (2), the Defendant Company performed the posting operation by themselves and concluded a franchising contract as a franchiser engaged in the posting operation. And as described in the aforementioned 3(2) and (3), the Defendant Company purchased each of Plaintiff's maps issued at the Present Revision and after in September in 2003 and after, reproduced 969,801 pages in total, transferred each of the master drawings of Defendant's maps 12 to 17 created by reproducing Plaintiff's maps 12 to 17 to the Defendant franchisee and a third party, published the image data of each copy of Defendant's maps 8 and 11 created by reproducing Plaintiff's maps 8 and 11 in the Defendant's web site, and infringed the right of reproduction of the Plaintiff related to each of Plaintiff's maps, the right of transfer related to Plaintiff's maps 12 to 17, and the right to transmit to the public related to Plaintiff's maps 8 and 11. And as described in the aforementioned Basic Facts (3)A, the maps as targets for injunction and the like are those related to the latest version of Plaintiff's maps 1 to 11.

According to the aforementioned circumstances, when the Defendant Company was to continuously perform the posting operation and operations as the franchiser related to that, they needed to create the maps for posting and purchased each of the Plaintiff's maps and reproduced them in a large amount and the like so far. Then, even though they do not hold the maps as targets of injunction and the like at present, it can be considered to be easy to obtain and to reproduce the maps as targets for injunction and the like which are being sold in general and thus, it is reasonable to find that there is likelihood that the Defendant Company might infringe the Plaintiff's right of reproduction, right of transfer, and right to transmit to the public related to the maps as targets for injunction and the like in the future.

On the other hand, as described in the aforementioned 3(3)A, in the light of the fact that the Defendant Company's infringement of the right of renting of the Plaintiff related to Plaintiff's maps 12 to 16 is not acknowledged, it is not found that there is likelihood that the Defendant Company would infringe the right of renting of the Plaintiff related to the maps as targets for injunction and the like in the future, and there are no other evidences sufficient to acknowledge it.

(2) According to the history of purchase of the Zenrin house maps by the Defendant Company (Exhibit Ko 10, Exhibit Otsu 64), it is not found that the Defendant Company purchased the maps as targets for injunction and the like, and there are no other evidences sufficient to find that the Defendant Company holds the maps as targets for injunction and the like.

Therefore, it is not acknowledged that the Defendant Company holds the maps as targets for injunction and the like and it is not acknowledged that they own the reproductions, either, and thus, the claim against the Defendant Company for disposal of the maps as targets for injunction and the like is not approved.

11. Regarding Issue 11 (amount of damages)

(1) According to the evidences (Exhibits Ko 25, 127, 128, 131, 136), it is found that the Plaintiff sells reproduction permissions certifying that reproduction of the Zenrin house map was permitted to be pasted when a copy of the Zenrin house map is attached to an application for storage space certificate for automobile, an application for building confirmation, and the like. And regarding the reproduction permission, one sheet shall be pasted for one application or one registration and it is sold for 200 yen (without tax) for one sheet, the Plaintiff operates the "Zenrin house-map output service" in which an arbitrary part of the Zenrin house map can be downloaded and printed out at home and sells one sheet of the A3-sized, B4-sized or A4-sized house map with a scale of 1:1500 for 550 yen (including tax, the one with reproduction permission is 770 yen for one sheet (including tax)), and the Plaintiff operates the "Zenrin house-map print service" in which an arbitrary part of the Zenrin house map can be printed out at a convenience store and sells the A3-sized house map with a scale of 1:1500 for 400 yen (including tax) for one sheet.

By examining an amount corresponding to the amount of money which should be received by the Plaintiff on the basis of the aforementioned found facts, one sheet of the reproduction permission is assumed to be pasted for one application or one registration, but it is not obvious whether one sheet is required to be pasted for reproduction of one page on one side of left and right facing pages or pasting of one sheet is sufficient even for reproduction of the left and right facing pages and thus, the

amount cannot be calculated only on the basis of them. However, in the "Zenrin house-map output service" and the "Zenrin house-map print service", the left and right facing pages of the Zenrin house map or an arbitrary part which is the same as or narrower than that is sold at 550 yen or 400 yen and the like for one sheet and moreover, by considering all the circumstances having emerged in this lawsuit, it is reasonable to approve 200 yen per page for the amount corresponding to the amount of money which should be received for exercise of the copyright of each of Plaintiff's maps.

(2) On the other hand, the Defendants assert that [i] Japan Reproduction Rights Center stipulates that a usage fee related to duplication with a purpose of use in an organization is 4 yen per page, and Japan Academic Association for Copyright Clearance stipulates that a basic reproduction usage fee with a purpose of internal use is 2 yen per page; [ii] three companies of six major map business operators in Japan including the Plaintiff do not require additional permission for reproduction of maps sold by the three companies from the Defendant Company; [iii] the price of the reproduction permission sold by the Plaintiff is not made public or has not been indicated to the posting business; and [iv] the Defendants reproduced each of the Plaintiff's maps for creating the map for posting for internal use and thus, it is not the reproduction for applications for approvals and licenses, registrations, and the like to administrative agencies and does not fall under the case where the reproduction permission is required.

However, regarding the aforementioned [i], the "amount of money that the owner should have received in connection with the exercise of the copyright, ..." in Article 114, paragraph (3) of the Copyright Act is interpreted to be approved by considering the usage fee and the like in an actual license agreement of the copyright concerned. As described in the Basic Facts (1)A, the Plaintiff researched the map information all over Japan and created and sold the "Zenrin house map", which is a paper medium, and the "Electronic house map DIGITOWN", which is electronic map software, and as described in the aforementioned (1), sold the reproduction permission certifying permission of reproduction of the Zenrin house map for 200 yen per certificate, sold an arbitrary part in the Zenrin house map as the "Zenrin house-map output service" or the "Zenrin house-map print service" for 550 yen or 400 yen for one sheet, and these fees were intrinsically required to be paid in order to obtain permission from the Plaintiff for the reproduction of each of Plaintiff's maps. On the other hand, the usage fees related to the reproduction stipulated by Japan Reproduction Rights Center or Japan Academic Association for Copyright Clearance

are not only extremely lower than the aforementioned fees set by the Plaintiff but also the usage fees are applied to the works managed by both corporations, but there is insufficient evidence to admit that both corporations manage Plaintiff's maps. Then, it cannot be considered to be reasonable to employ the aforementioned usage fees stipulated by the two corporations.

Regarding the aforementioned [ii], actual performances in the Plaintiff of permission related to each of the Plaintiff's maps are as described in the aforementioned (1), and as taught on the aforementioned [i], the actual performances should be naturally given importance in calculation of the amount corresponding to the amount of money which should be received by the Plaintiff and thus, it cannot be immediately interpreted that these circumstances are not considered only due to the presence of price setting by the other business operators.

Regarding the aforementioned [iii], according to the evidence (Exhibit Ko 131), the Plaintiff started sales of the reproduction permission at 200 yen for one permission from October 21, 2002, and it is found that, before that, they made individual permission of the reproduction at 1200 yen per application and thus, it should be considered that the price for the reproduction permission was published, and the public, including the posting business, could know it.

Regarding the aforementioned [iv], as described in the aforementioned 3, the Defendant Company reproduced each of Plaintiff's maps and created each of Defendant's maps in order to perform the posting operation, which is their business. Though it does not fall under the use purpose of the reproduction permission assumed by the Plaintiff, as taught in the aforementioned (1), it cannot be denied to be one of circumstances to be examined in calculation of the amount corresponding to the amount of money which should be received by the Plaintiff.

Therefore, none of the aforementioned assertions by the Defendants can be employed.

(3) As described in the aforementioned 3(2)B, the Defendant Company reproduced 969,801 pages in total of Plaintiff's maps as described in the Attachment list of timings and the like of the Present Revision. And as described in the aforementioned (1), the amount corresponding to the amount of money which should be received for exercise of the copyright of each of Plaintiff's maps is acknowledged to be 200 yen per page and thus, it is approved that the Plaintiff suffered damages of 193,960,200 yen from the copyright infringement act by the Defendant Company.

And it is reasonable to acknowledge the amount corresponding to the attorney's fee approved to have a reasonable causal relation with the tort by the Defendant

Company is 19,000,000 yen.

Therefore, the total amount of damages suffered by the Plaintiff is 212,960,200 yen.

No. 4 Conclusion

According to the above, the Plaintiff's claims are grounded and thus, approved to the limit that the Defendant Company should not reproduce the maps as targets for injunction and the like, provide the reproductions of the maps to the public by transfer, automatically transmit to the public or make available for transmission, and the Defendants shall pay jointly and severally 30,000,000 yen and money to that at the rate of 5% per annum from November 15, 2019 to completion of the payment to the Plaintiff, while the remaining claims are not grounded and shall be all dismissed, and the judgment shall be rendered as in the Main Text.

Tokyo District Court, 29th Civil Division

Presiding Judge: KOKUBU Takafumi

Judge: OGAWA Akira

Judge YANO Norio is indisposed and cannot affix the name and seal.

Presiding Judge: KOKUBU Takafumi

(ATTACHMENT)

LIST OF PLAINTIFF'S MAPS 1

- 1 ZENRIN HOUSE MAP NAGANO PREFECTURE, NAGANO-CITY NORTH
201902 (534 PAGES IN TOTAL)
- 2 ZENRIN HOUSE MAP NAGANO PREFECTURE, NAGANO-CITY SOUTH
201902 (498 PAGES IN TOTAL)
- 3 ZENRIN HOUSE MAP NAGANO PREFECTURE, NAGANO-CITY 3
(TOGAKUSHI / KINASA) 201804 (160 PAGES IN TOTAL)
- 4 ZENRIN HOUSE MAP NAGANO PREFECTURE, NAGANO-CITY 4
(SHINSHU SHINMACHI / NAKAJO) / OGAWA-MURA 201804 (238 PAGES
IN TOTAL)
- 5 ZENRIN HOUSE MAP NAGANO PREFECTURE, SUSAKA-CITY / OBUSE-
MACHI / TAKAYAMA-MURA / NAGANO-CITY WAKAHO 201903 (394
PAGES IN TOTAL)
- 6 ZENRIN HOUSE MAP NAGANO PREFECTURE, NAKANO-CITY 201910
(224 PAGES IN TOTAL)
- 7 ZENRIN HOUSE MAP NAGANO PREFECTURE, MATSUMOTO-CITY 1
(MATSUMOTO) 201910 (570 PAGES IN TOTAL)
- 8 ZENRIN HOUSE MAP NAGANO PREFECTURE, MATSUMOTO-CITY 2
(NAGAWA / AZUMI) 201610 (266 PAGES IN TOTAL)
- 9 ZENRIN HOUSE MAP NAGANO PREFECTURE, MATSUMOTO-CITY 3
(SHIGA) 201709 (100 PAGES IN TOTAL)
- 10 ZENRIN HOUSE MAP NAGANO PREFECTURE, MATSUMOTO-CITY 4
(AZUSAGAWA / HATA) 201810 (242 PAGES IN TOTAL)
- 11 ZENRIN HOUSE MAP NAGANO PREFECTURE, SHIOJIRI-CITY 201909
(482 PAGES IN TOTAL)
- 12 ZENRIN HOUSE MAP NAGANO PREFECTURE, YAMAGATA-MURA /
ASAHI-MURA 201801 (156 PAGES IN TOTAL)
- 13 ZENRIN HOUSE MAP NAGANO PREFECTURE, AZUMINO-CITY SOUTH
(TOYOSHINA / HORIKANE / MISATO) 201812 (310 PAGES IN TOTAL)
- 14 ZENRIN HOUSE MAP NAGANO PREFECTURE, AZUMINO-CITY NORTH
(AKASHINA / HOTAKA) 201812 (292 PAGES IN TOTAL)
- 15 ZENRIN HOUSE MAP NAGANO PREFECTURE, OOMACHI-CITY 201909
(382 PAGES IN TOTAL)

- 16 ZENRIN HOUSE MAP NAGANO PREFECTURE, IKEDA-MACHI / MATSUKAWA-MURA 201802 (270 PAGES IN TOTAL)
- 17 ZENRIN HOUSE MAP NAGANO PREFECTURE, UEDA-CITY 1 201905 (496 PAGES IN TOTAL)
- 18 ZENRIN HOUSE MAP NAGANO PREFECTURE, UEDA-CITY 2 201905 (418 PAGES IN TOTAL)
- 19 ZENRIN HOUSE MAP NAGANO PREFECTURE, TOMI-CITY 201902 (250 PAGES IN TOTAL)
- 20 ZENRIN HOUSE MAP NAGANO PREFECTURE, CHIKUMA-CITY / SAKAKI-MACHI 201908 (378 PAGES IN TOTAL)
- 21 ZENRIN HOUSE MAP NAGANO PREFECTURE, SAKU-CITY EAST (SAKU / USUDA) 201906 (444 PAGES IN TOTAL)
- 22 ZENRIN HOUSE MAP NAGANO PREFECTURE, SAKU-CITY WEST (MOCHIZUKI / ASASHINA) 201807 (208 PAGES IN TOTAL)
- 23 ZENRIN HOUSE MAP NAGANO PREFECTURE, KOMORO-CITY 201812 (232 PAGES IN TOTAL)
- 24 ZENRIN HOUSE MAP NAGANO PREFECTURE, MIYOTA-MACHI 201907 (88 PAGES IN TOTAL)
- 25 ZENRIN HOUSE MAP NAGANO PREFECTURE, KARUIZAWA-MACHI 201907 (176 PAGES IN TOTAL)
- 26 ZENRIN HOUSE MAP NAGANO PREFECTURE, SUWA-CITY 201805 (264 PAGES IN TOTAL)
- 27 ZENRIN HOUSE MAP NAGANO PREFECTURE, OKAYA-CITY / SHIMO-SUWA-MACHI 201904 (426 PAGES IN TOTAL)
- 28 ZENRIN HOUSE MAP NAGANO PREFECTURE, CHINO-CITY 201804 (350 PAGES IN TOTAL)
- 29 ZENRIN HOUSE MAP NAGANO PREFECTURE, IIDA-CITY WEST (IIDA) 201907 (374 PAGES IN TOTAL)
- 30 ZENRIN HOUSE MAP NAGANO PREFECTURE, IIDA-CITY EAST (KAMI / SOUTH SHINANO) 201807 (150 PAGES IN TOTAL)
- 31 ZENRIN HOUSE MAP NAGANO PREFECTURE, MATSUKAWA-MACHI / TAKAMORI- MACHI / TAKAGI-MURA / TOYOOKA-MURA / OOSHIKA-MURA 201802 (514 PAGES IN TOTAL)
- 32 ZENRIN HOUSE MAP NAGANO PREFECTURE, KOMAGANE-CITY / IIJIMA-MACHI / NAKAGAWA-MURA / MIYATA-MURA 201903 (558 PAGES IN TOTAL)

- 33 ZENRIN HOUSE MAP NAGANO PREFECTURE, INA-CITY 1 (INA) 201911
(430 PAGES IN TOTAL)
- 34 ZENRIN HOUSE MAP NAGANO PREFECTURE, INA-CITY 2 (TAKATOO /
HASE) 201911 (148 PAGES IN TOTAL)
- 35 ZENRIN HOUSE MAP NAGANO PREFECTURE, MINAMI-MINOWA-
MURA 201911 (106 PAGES IN TOTAL)
- 36 ZENRIN HOUSE MAP NAGANO PREFECTURE, MINOWA-MACHI 201911
(154 PAGES IN TOTAL)
- 37 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, KOFU-CITY NORTH
(KOFU) 201902 (384 PAGES IN TOTAL)
- 38 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, KOFU-CITY SOUTH
(NAKAMICHI / KAKEHASHI / FURUSEKI) 201802 (96 PAGES IN TOTAL)
- 39 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, CHUO-CITY /
SHOWA-MACHI 201903 (244 PAGES IN TOTAL)
- 40 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, FUEFUKI-CITY
201812 (416 PAGES IN TOTAL)
- 41 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, ICHIKAWA-MISATO-
CHO 201906 (166 PAGES IN TOTAL)
- 42 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, FUJIKAWA-CHO
201910 (142 PAGES IN TOTAL)
- 43 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, YAMANASHI-CITY 1
(YAMANASHI) 201905 (192 PAGES IN TOTAL)
- 44 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, YAMANASHI-CITY 2
(MAKIOKA / MITOMI) 201805 (136 PAGES IN TOTAL)
- 45 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, HOKUTO-CITY
201811 (474 PAGES IN TOTAL)
- 46 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, MINOBU-CHO 201908
(354 PAGES IN TOTAL)
- 47 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, NANBU-CHO 201911
(192 PAGES IN TOTAL)
- 48 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, NIRASAKI-CITY
201810 (338 PAGES IN TOTAL)
- 49 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, KAI-CITY 201907 (264
PAGES IN TOTAL)
- 50 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, MINAMI-ALPS-CITY
201910 (386 PAGES IN TOTAL)

- 51 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, FUJI-YOSHIDA-CITY
201903 (224 PAGES IN TOTAL)
- 52 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, FUJI-KAWAGUCHI-
KO MACHI / NARUSAWA MURA 201908 (236 PAGES IN TOTAL)
- 53 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, TSURU-CITY /
DOSHI-MURA / NISHI-KATSURA-CHO 201808 (330 PAGES IN TOTAL)
- 54 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, OOTSUKI-CITY
201806 (264 PAGES IN TOTAL)
- 55 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, UENOHARA-CITY
201904 (262 PAGES IN TOTAL)
- 56 ZENRIN HOUSE MAP YAMANASHI PREFECTURE, YAMANAKA-KO-
MURA / OSHINO-MURA 201709 (182 PAGES IN TOTAL)
- 57 ZENRIN HOUSE MAP GIFU PREFECTURE, TAJIMI-CITY 201906 (422
PAGES IN TOTAL)
- 58 ZENRIN HOUSE MAP GIFU PREFECTURE, KANI-CITY 201907 (372
PAGES IN TOTAL)
- 59 (VACANT NUMBER)
- 60 ZENRIN HOUSE MAP GIFU PREFECTURE, TOKI-CITY 201812 (334
PAGES IN TOTAL)

(ATTACHMENT)

LIST OF PLAINTIFF'S MAPS 2

- 1 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NAGANO-CITY / OGAWA-MURA 201902
- 2 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NAGANO-CITY 1 / 2 201902
- 3 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NAGANO-CITY 3 (TOGAKUSHI / KINASA) 201804
- 4 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NAGANO-CITY 4 (SHINSHU-SHINMACHI / NAKAJO) / OGAWA-MURA 201804
- 5 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN SUSAKA-CITY / OBUSE-MACHI / TAKAYAMA-MURA / NAGANO-CITY WAKAHO 201903
- 6 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NAKANO-CITY 201910
- 7 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MATSUMOTO-CITY 1 (MATSUMOTO) 201910
- 8 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MATSUMOTO-CITY 2 (NAGAWA / AZUMI) 201610
- 9 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MATSUMOTO-CITY 3 (SHIGA) 201709
- 10 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MATSUMOTO-CITY 4 (AZUSAGAWA / HATA) 201810
- 11 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN SHIOJIRI-CITY 201909
- 12 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN YAMAGATA-MURA / ASAHI-MURA 201801
- 13 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN AZUMINO-CITY 201812
- 14 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN OOMACHI-CITY 201909
- 15 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN IKEDA-MACHI / MATSUKAWA-MURA 201802
- 16 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN UEDA-CITY 201905
- 17 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN UEDA-CITY 1 201905
- 18 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN UEDA-CITY 2 201905
- 19 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN TOMI-CITY 201902
- 20 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN CHIKUMA-CITY / SAKAKI-MACHI 201908

- 21 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN SAKU-CITY EAST
(SAKU / USUDA) 201906
- 22 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN SAKU-CITY 201807
- 23 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KOMORO-CITY 201812
- 24 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MIYOTA-MACHI 201907
- 25 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KARUIZAWA-MACHI
201907
- 26 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN SUWA-CITY 201805
- 27 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN OKAYA-CITY / SHIMO-
SUWA-MACHI 201904
- 28 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN CHINO-CITY 201804
- 29 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN IIDA-CITY WEST (IIDA)
201907
- 30 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN IIDA-CITY 201807
- 31 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MATSUKAWA-MACHI /
TAKAMORI-MACHI / TAKAGI-MURA / TOYOOKA-MURA / OOSHIKA-
MURA 201802
- 32 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KOMAGANE-CITY /
IIJIMA-MACHI / NAKAGAWA- MURA / MIYATA-MURA 201903
- 33 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN INA-CITY 201911
- 34 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MINAMI-MINOWA-
MURA 201911
- 35 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MINOWA-MACHI
201911
- 36 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KOFU-CITY NORTH
(KOFU) 201902
- 37 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KOFU-CITY 201802
- 38 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KOFU-CITY SOUTH
(NAKAMICHI / KAKEHASHI / FURUSEKI) 201802
- 39 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN CHUO-CITY / SHOWA-
MACHI 201903
- 40 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN FUEFUKI-CITY 201812
- 41 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN ICHIKAWA-MISATO-
CHO 201906
- 42 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN FUJIKAWA-CHO 201910
- 43 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN YAMANASHI-CITY 1

- (YAMANASHI) 201905
- 44 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN YAMANASHI-CITY 2
(MAKIOKA / MITOMI) 201805
- 45 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN HOKUTO-CITY 201811
- 46 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN HOKUTO-CITY WEST
(NAGASAKA / KOBUCHISAWA / HAKUSHU / MUKAWA) 201611
- 47 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN HOKUTO-CITY EAST
201511
- 48 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MINOBU-CHO 201908
- 49 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NANBU-CHO 201611
- 50 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN NIRASAKI-CITY 201810
- 51 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KAI-CITY 201907
- 52 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN MINAMI-ALPS-CITY
201910
- 53 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN FUJI-YOSHIDA-CITY
201903
- 54 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN FUJI-KAWAGUCHI-KO
MACHI / NARUSAWA-MURA 201908
- 55 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN TSURU-CITY / DOSHI-
MURA / NISHI-KATSURA-CHO 201808
- 56 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN OOTSUKI-CITY 201806
- 57 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN UENOHARA-CITY
201904
- 58 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN YAMANAKA-KO-MURA
/ OSHINO-MURA 201709
- 59 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN TAJIMI-CITY 201906
- 60 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN KANI-CITY 201907
- 61 (VACANT NUMBER)
- 62 ZENRIN ELECTRONIC HOUSE MAP DIGITOWN TOKI-CITY 201812

(Attachment)

LIST OF DISTRIBUTION AREAS AND THE LIKE

No.	SHOP NAME	OPENING TIMING	DISTRIBUTION AREA
1	MAKASATE, NAGANO	JUNUARY, 2000 AND AFTER	NAGANO-CITY, SUSAKA-CITY, NAKANO-CITY
2	MAKASETE, MATSUMOTO	APRIL, 1998 AND AFTER	MATSUMOTO-CITY, SHIOJIRI- CITY, YAMAGATA-MURA, ASAHI- MURA
3	MAKASETE, AZUMINO	JUNE, 2015 AND AFTER	AZUMINO-CITY, OOMACHI-CITY, IKEDA-CHO, MATSUKAWA-MURA
4	MAKASETE, UEDA	MARCH, 2002 AND AFTER	UEDA-CITY, TOMI-CITY, SAKAKI- MACHI, MARUKO-MACHI
5	MAKASETE, SAKU	JUNE, 2015 AND AFTER	SAKU-CITY, KOMORO-CITY, MIYOTA-MACHI, KARUIZAWA- MACHI
6	MAKASETE, SUWA	MAY, 2003 AND AFTER	OKAYA-CITY, SUWA-CITY, CHINO- CITY, SHIMO-SUWA-MACHI
7	MAKASETE, IIDA	APRIL, 2014 AND AFTER	IIDA-CITY, TAKAMORI-MACHI, MATSUKAWA-MACHI, IJIMA- MACHI, KOMAGANE-CITY, MIYATA-MURA, NAKAGAWA- MURA, TOYOOKA-MURA, TAKAGI- MURA, INA-CITY, MINAMI- MINOWA-MURA, MINOWA-MACHI
8	MAKASETE, KOFU	JUNE 1999 AND AFTER	KOFU-CITY, CHUO-CITY, SHOWA- MACHI, FUEFUKI-CITY, ICHIKAWA-MISATO-CHO, FUJIKAWA-CHO, YAMANASHI- CITY, HOKUTO-CITY, MINOBU- CHO, NANBU-CHO
9	MAKASETE, NIRASAKI	JULY, 2012 AND AFTER	NIRASAKI-CITY, KAI-CITY, MINAMI-ALPS-CITY
10	MAKASETE, FUJI-YOSHIDA	SEPTEMBER, 2017 AND AFTER	FUJI-YOSHIDA-CITY, FUJI- KAWAGUCHI-KO-MACHI, TSURU- CITY, OOTSUKI-CITY, UENOHARA- CITY, OSHINO-MURA, YAMANAKA-KO-MURA, NARUSAWA-MURA

11	MAKASETE, TAJIMI	FROM OCTOBER, 2016 TO JANUARY 31, 2020	TAJIMI-CITY, KANI-CITY, TOKI- CITY
12	MAKASETE, NAHA	JULY, 2004 AND AFTER	NAHA-CITY, TOMIGUSUKU-CITY, ITOMAN-CITY, HAEBARU-CHO, YONABARU-CHO
13	MAKASETE, OKINAWA	AUGUST, 2008 AND AFTER	OKINAWA-CITY, URUMA-CITY, CHATAN-CHO, KADENA-CHO, YOMITAN-SON, KITA- NAKAGUSUKU-SON
14	MAKASETE, GINO-WAN	MAY, 2018 AND AFTER	GINOWAN-CITY, URASOE-CITY, NISHIHARA-CHO, NAKA-GUSUKU- SON
15	MAKASETE, KOORIYAMA	FROM AUGUST, 2015 TO SEPTEMBER 30, 2020	KOORIYAMA-CITY, SUKAGAWA- CITY, SHIRAKAWA-CITY, NISHIGO-MURA
16	MAKASETE MIYAZAKI	FROM APRIL, 2009 TO OCTOBER 2016	MIYAZAKI-CITY
17			MIYAKONOJO-CITY
18			NAKA-KU, HAMAMATSU-CITY
19			YAIZU-CITY
20			NAGO-SITY
21			SHIMIZU-KU, SHIZUOKA-CITY
22			HIGASHI-KU, HAMAMATSU-CITY
23			FUJIEDA-CITY
24			FUKUROI-CITY