Nonprofit License Agreement for the CALLHOME Lexicon Databases

This AGREEMENT is made and entered into as of this _____ day of _____ ("Effective Date"), by and between the Linguistic Data Consortium, LDC, ("LICENSOR") , and _____ ("LICENSEE"), a not-for-profit institution.

RECITALS

This Agreement is entered into with reference to the following facts:

1. LICENSOR is developing a set of lexical databases. LICENSOR desires to make the lexical databases available to LDC's members, and to receive members' comments in order to improve the databases.

2. The parties intend, by entering into this Agreement, to grant LICENSEE rights of use for research purposes in one or more Lexical Database(s) as specified in EXHIBIT A.

AGREEMENT

A. Definitions

As used herein, the following terms have the following defined meanings:

1. "Database". (1) Each of the specific LDC Lexical Databases listed or described in EXHIBIT A, and (2) any accompanying software, documentation, corrections, upgrades, and related materials, in whatever forms, formats, and Media that are supplied by LICENSOR under this Agreement.

2. "Version". Any edition, modification, or re-issue of the database or part of the database which is designated by LDC as a new Version.

3. "including". Whenever examples are used with the word "including" (or any derivation thereof), such examples are illustrative only and do not limit the generality of the words accompanying the word "including" (or any derivation thereof).

4. "in perpetuity". The most extensive period of time permitted, including renewal and extension periods, if any, by any applicable copyright or other law.

5. "Media". Any device or means by which a Licensed Product is distributed, including optical disc, CD-ROM or floppy disk.

B. License

1. LICENSOR grants to LICENSEE a non-exclusive, royalty-free, worldwide license to:

   1. use the Databases ordered, or any component thereof, as necessary or desirable for research, education, or technology development activities within User's institution;
   2. create from the Databases, or any component thereof (except the text corpus), derivative works or software for the   User's own internal research and development activities.

2. The following restrictions apply to LICENSEE'S rights in the Database:

   1. LICENSEE shall not copy or redistribute the Database, except LICENSEE's own use;
   2. Except with the written permission of LICENSOR, LICENSEE shall not sell or redistribute any product or derivative work based on the Database.

C. Term

This Agreement shall begin on the Effective Date and shall continue in perpetuity, subject only to termination for cause pursuant to Section H.

D. Delivery and Acceptance

1. Upon LICENSEE's execution of this Agreement, LICENSOR shall deliver the Database to LICENSEE.

2. LICENSOR shall continue to deliver succeeding Versions of the Database to LICENSEE, provided LICENSEE is a paid-up member of the LDC for the Membership Year in which such Version is released.

3. LICENSEE acknowledges and agrees that the Database is licensed on an "as is with all defects'' basis and subject only to subsection 2 of this Section D, is provided without maintenance, support or improvements. Accordingly, LICENSOR shall not be required to make any corrections, or provide maintenance, or provide updates to LICENSEE, or assist LICENSEE in the understanding or use of the Database. No guarantee is made that the dictionary is adequately or completely described in the documentation.

4. Notwithstanding subsection 3 of this Section D, if LICENSOR makes corrections or provides maintenance or updates to the Database to any other member of LDC, LICENSOR shall offer such corrections, maintenance and/or updates to LICENSEE, if LICENSEE is a member of LDC.

E. Licensor Disclaimer of Warranties, Indemnities and Limitation of Liability

1. LICENSEE AKNOWLEDGES AND AGREES THAT LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY WITH WHATEVER DOCUMENTATION IS PROVIDED.

2. In no event shall LICENSOR be liable for special, direct, indirect, consequential, punitive, incidental, or other damages, losses, costs, charges, claims, demands, fees or expenses of any nature or kind arising in any way from LICENSOR's furnishing or LICENSEE's use of the Database.

F. Licensee Representations, Warranties and Indemnities

LICENSEE agrees to indemnify, defend and hold harmless LICENSOR from and against any and all claims, demands, losses, or damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or resulting from LICENSEE's use of any Databases or breach of this agreement. LICENSOR shall give LICENSEE prompt notice of any claim in respect of which LICENSOR requests indemnification. LICENSEE's indemnity obligations as set forth in this subsection shall survive any

termination of this Agreement.

G. Confidentiality

LICENSEE shall at all times hereafter protect the confidentiality of the Databases using measures at least as strong as those used by LICENSEE in protecting its own proprietary software and documentation. LICENSEE further agrees not to disclose the Databases, in whole or in part, to any third party or entity.

H. Termination

1. Without limiting any other rights either party may have, it is specifically understood and agreed that if either party breaches this Agreement, by failing to perform or comply with any material term or provision hereof, and fails to remedy or cure such breach withing thirty (30) days after receiving notice from the other party of such breach, the other party shall have the right, at its sole option and upon notice to the defaulting party, to terminate this Agreement. If the party receiving notice of breach is unable to cure such breach due to the nature of such breach, such party shall be deemed to have cured such breach if, within thirty (30) days after receipt of such notice, such party has taken reasonable steps to prevent a recurrence of such breach, provided, however, that if the same breach occurs twice in any 18-month period, the foregoing shall not apply to the second occurrence of any such breach. The rights and remedies provided in this Section H shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

2. If the Agreement is terminated for cause by either party pursuant to subsection 1 of this Section H, the following shall apply:

   Each party shall forthwith return to the other all papers, materials and other property of the other held by each pursuant to this Agreement, and each party shall assist the other in effecting an orderly termination of the business affairs contemplated hereunder.

I. Notices

1. This Agreement shall be construed and controlled by the laws of the Commonwealth of Pennsylvania. Process may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by law.

2. All notices and requests in connection with this Agreement shall be deemed given as of the day they are (i) deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by overnight courier, charges prepaid, with a confirming fax; and addressed as follows:
   In the case of LICENSOR: **In the case of LICENSEE:**

   Linguistic Data Consortium
   University of Pennsylvania
   3600 Market Street, Suite 810
   Philadelphia, PA 19104

I. Miscellaneous

1. Neither party may assign this Agreement, or any portion thereof, to any third party unless the other party expressly consents to such assignment in writing. Any attempted assignment without that consent shall give the other party the right to terminate this Agreement.

2. This Agreement is intended solely as a license agreement, and no partnership, joint venture, agency or other form of agreement of relationship is intended.

3. The captions of various paragraphs of this Agreement are solely for the purpose of convenience and shall not be relied upon in construing any provision hereof.

4. Subject to the limitations contained herein expressed, this Agreement will inure to the benefit of and be binding upon the parties, their successors, administrators and permitted assigns.

5. LICENSEE shall acknowledge LICENSOR in appropriate citations in scholarly literature when reference is made to any Database. LICENSEE shall not use the name of LICENSOR in any publication in any manner that would imply an endorsement of LICENSEE or any product or service offered by LICENSEE.

6. If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. No waiver by either party of any rights hereunder shall be valid unless it shall be in writing signed by that party. The failure of either party to insist upon strict performance of any provision of the Agreement shall not be construed as a waiver of such provision.

8. LICENSOR and LICENSEE represent that the individuals signing below are duly authorized to sign this Agreement on behalf of LICENSOR and LICENSEE, respectively.

J. Entire Agreement

This Agreement, together with Exhibit A hereto, which is incorporated herein by this reference, constitutes the full and complete understanding between the parties and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument signed on behalf of LICENSOR and LICENSEE by their duly authorized representatives.

IN WITNESS WHEREOF, intending to be bound, the parties hereto have hereunto set their hands and seals and duly executed this Agreement.

Linguistic Data Consortium   [NAME OF LICENSEE]

By _____   By _____

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____

EXHIBIT A

DATABASE DESCRIPTION

The CALLHOME Lexicon Database(s) and version(s) covered by this license is (are) as follows:

CALLHOME American English Lexicon (PRONLEX) LDC97L20 _____
CALLHOME Egyptian Arabic Lexicon LDC97L19 ____
CALLHOME German Lexicon LDC97L18 ____
CALLHOME Japanese Lexicon LDC96L17_____
CALLHOME Japanese Lexicon Second Edition LDC2026L01 ____
CALLHOME Mandarin Chinese Lexicon LDC96L15 _____
CALLHOME Spanish Lexicon LDC96L16 _____

Other descriptive or identifying information:

Licensee shall email an electronic version of the signed agreement to LDC at ldc@ldc.upenn.edu.