User License Agreement for H2, E2, ERK1 Children's Writing LDC2018T05

Application by an Organization to use H2, E2, ERK1 Children's Writing LDC2018T05 distributed by the Linguistic Data Consortium (LDC) ("User"), an organization engaging in language education and research agrees to use the data designated as H2, E2, ERK1 Children's Writing LDC2018T05 (the "Data") and distributed by LDC subject to the following understandings, terms and conditions. 1. Permitted and Prohibited Uses 1.1. The Data may only be used for linguistic education and research, including but not limited to information retrieval, document understanding, machine translation or speech recognition. 1.2. User shall not publish, retransmit, display, redistribute, reproduce or commercially exploit the Data in any form, except that User may include limited excerpts from the Data in articles, reports and other documents describing the results of User's linguistic education and research. 2. Copyright Notice and Disclaimer 2.1. The Data is the property of Kay Berkling and is protected by applicable copyright law. In no event shall User publish, retransmit, display, redistribute, or otherwise reproduce any or all of the Data in any format to anyone, except as allowed in Section 1 of this agreement. 2.2. USER ACKNOWLEDGES AND AGREES THAT H2, E2, ERK1 CHILDREN'S WRITING LDC2018T05 IS PROVIDED ON AN "AS-IS" BASIS AND THAT LDC AND ITS HOST INSTITUTION THE UNIVERSITY OF PENNSYLVANIA MAKE 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. IN NO EVENT SHALL LDC OR ITS HOST INSTITUTION 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 THE FURNISHING OF, OR USER'S USE OF, H2, E2, ERK1 CHILDREN'S WRITING LDC2018T05. User shall send a signed copy of this agreement to LDC: (1) by email to ldc@ldc.upenn.edu (mailto:ldc@ldc.upenn.edu), or (2) by facsimile, Attention: Membership Office, (+1) 215-573-2175. **Printed Name** Signature Date Name of Organization:

Phone Number:

Mailing Address:	