American Nation Corpus Second Release - Open Portion End
User License

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NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound; the parties agree as follows:

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b. The ANCC may terminate the Agreement if the Licensee fails to pay the fees specified in Section 3 within thirty (30) days of the due date or if the Licensee commits any material breach of this Agreement.

c. This Agreement shall automatically terminate if and when a supervisor, receiver, administrative receiver or other encumbrancer takes possession of, or is appointed over the whole or any substantial part of, the Licensee's assets.

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b. Severability. If any provision of this Agreement is found to be void, invalid or unenforceable in any jurisdiction, for any reason, then the remaining provisions hereof shall not be affected thereby.

c. Entire Agreement. This Agreement and the appendices attached hereto embody the entire understanding between the parties relating to the subject matter hereof, and there are no terms or conditions hereof express or implied written or oral. This Agreement supersedes all prior oral or written representations, agreements, promises or other communications, concerning or relating to the subject matter of this Agreement.

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e. Assignment. Licensee may not assign this Agreement, or any of its obligations or duties hereunder, in whole or in part, without the ANCC's prior written consent. For purposes of this Agreement an assignment shall include, but not be limited to, any change of ownership or control of Licensee, by merger, consolidation or the sale of all, or substantially all, of Licensee's assets.

f. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to conflict of law provisions. Licensee hereby submits to the exclusive jurisdiction of and venue in any state or federal courts located within the Eastern District of Pennsylvania with respect to any and all disputes concerning the subject of this Agreement.

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h. Entire Agreement. This Agreement and the appendices attached hereto embody the entire understanding between the parties relating to the subject matter hereof, and there are no terms or conditions hereof express or implied written or oral. This Agreement supersedes all prior oral or written representations, agreements, promises or other communications, concerning or relating to the subject matter of this Agreement.

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j. Assignment. Licensee may not assign this Agreement, or any of its obligations or duties hereunder, in whole or in part, without the ANCC's prior written consent. For purposes of this Agreement an assignment shall include, but not be limited to, any change of ownership or control of Licensee, by merger, consolidation or the sale of all, or substantially all, of Licensee's assets.

IN WITNESS WHEREOF, the parties hereto have duly executed this End User License Agreement as of the day and year first above written.

LINGUISTIC DATA CONSORTIUM ACTING ON BEHALF OF THE AMERICAN NATIONAL CORPUS CONSORTIUM

LICENSEE
By: ______________________________
Name: ____________________________
Title: _____________________________

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