American Nation Corpus Second Release - Open Portion End User License

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WHEREAS, the ANCC has obtained permission from a number of text providers (the "Text Providers") to include in the Open Portion of the American National Corpus, samples of their texts listed in Appendix I to this Agreement (the "O-ANC Texts"), and WHEREAS, the Licensee is the end user in the manner detailed herein of the O-ANC Texts where end user(s) may be academic researchers, researchers in commercial institutions or researchers in government agencies, and WHEREAS, the Text Providers have empowered the ANCC under separate agreements to grant a non-exclusive license to the Licensee as detailed herein.

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.

d. Upon termination the Licensee shall erase, or otherwise destroy, all full and partial copies of the O-ANC Processed Material. A duly authorized officer of the Licensee shall promptly verify in writing to the ANCC that the Licensee has complied with this obligation.

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e. Assignment. Licensee may not assign this Agreement, or any of its obligations or duties hereunder, by merger, consolidation or the sale of all, or any substantial part of, the 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 shall be limited to $300 USD. The foregoing shall be ANCC’s sole liability and Licensee’s sole remedy.

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: ______________________________

Licensee shall send a signed copy of this agreement by facsimile to LDC, fax number (+1) 215 573-2175. Alternatively, Licensee shall email and electronic version of the signed agreement to LDC at ldc@ldc.upenn.edu

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