This End User License Agreement (the "Agreement") is made on the _______________ day of _______________ in the year _______________ (the "Effective Date") by and between the American National Corpus Consortium (the "ANCC") and ________________ (the "Licensee").

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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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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