User License Agreement for Audiovisual Database of Spoken American English (LDC2009V01)

Application by an Organization to use Audiovisual Database of Spoken American English (LDC2009V01) distributed by the Linguistic Data Consortium (LDC)

______________________________________ ("User"), an organization engaging in language education and research agrees to use the data designated as Audiovisual Database of Spoken American English (LDC2009V01)

(the "Data") and distributed by the 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. Portions of the Data are the property of Butler University and the University of Pennsylvania and are 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 AUDIOVISUAL DATABASE OF SPOKEN AMERICAN ENGLISH (LDC2009V01) 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, AUDIOVISUAL DATABASE OF SPOKEN AMERICAN ENGLISH (LDC2009V01).

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

For ______________________________
Signature ______________________________
Date ________________
Name ________________________________
Title ________________________________