Nonprofit License Agreement for the CALLHOME Lexicon Databases

This AGREEMENT is made and entered into as of this _______________ day of _______________ _______________ ("Effective Date"), by and between the Linguistic Data Consortium, LDC, ("LICENSOR"), and ________________________________ ("LICENSEE"), a not-for-profit institution.

RECITALS

This Agreement is entered into with reference to the following facts:

1. LICENSOR is developing a set of lexical databases. LICENSOR desires to make the lexical databases available to LDC's members, and to receive members' comments in order to improve the databases.
2. The parties intend, by entering into this Agreement, to grant LICENSEE rights of use for research purposes in one or more Lexical Database(s) as specified in EXHIBIT A.

AGREEMENT

A. Definitions

As used herein, the following terms have the following defined meanings:

1. "Database". (1) Each of the specific LDC Lexical Databases listed or described in EXHIBIT A, and (2) any accompanying software, documentation, corrections, upgrades, and related materials, in whatever forms, formats, and Media that are supplied by LICENSOR under this Agreement.
2. "Version". Any edition, modification, or re-issue of the database or part of the database which is designated by LDC as a new Version.
3. "including". Whenever examples are used with the word "including" (or any derivation thereof), such examples are illustrative only and do not limit the generality of the words accompanying the word "including" (or any derivation thereof).
4. "in perpetuity". The most extensive period of time permitted, including renewal and extension periods, if any, by any applicable copyright or other law.
5. "Media". Any device or means by which a Licensed Product is distributed, including optical disc, CD-ROM or floppy disk.

B. License

1. LICENSOR grants to LICENSEE a non-exclusive, royalty-free, worldwide license to:
   1. use the Databases ordered, or any component thereof, as necessary or desirable for research, education, or technology development activities within User's institution;
   2. create from the Databases, or any component thereof (except the text corpus), derivative works or software for the User's own internal research and development activities.
2. The following restrictions apply to LICENSEE'S rights in the Database:
   1. LICENSEE shall not copy or redistribute the Database, except LICENSEE's own use;
   2. Except with the written permission of LICENSOR, LICENSEE shall not sell or redistribute any product or derivative work based on the Database.

C. Term

This Agreement shall begin on the Effective Date and shall continue in perpetuity, subject only to termination for cause pursuant to Section H.

D. Delivery and Acceptance

1. Upon LICENSEE's execution of this Agreement, LICENSOR shall deliver the Database to LICENSEE.
2. LICENSOR shall continue to deliver succeeding Versions of the Database to LICENSEE, provided LICENSEE is a paid-up member of the LDC for the Membership Year in which such Version is released.
3. LICENSEE acknowledges and agrees that the Database is licensed on an "as is with all defects" basis and, subject only to subsection 2 of this Section D, is provided without maintenance, support or improvements. Accordingly, LICENSOR shall not be required to make any corrections, or provide maintenance, or provide updates to LICENSEE, or assist LICENSEE in the understanding or use of the Database. No guarantee is made that the dictionary is adequately or completely described in the documentation.
4. Notwithstanding subsection 3 of this Section D, if LICENSOR makes corrections or provides maintenance or updates to the Database to any other member of LDC, LICENSOR shall offer such corrections, maintenance and/or updates to LICENSEE, if LICENSEE is a member of LDC.

E. Licensor Disclaimer of Warranties, Indemnities and Limitation of Liability

1. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES INCLUDING ATTORNEYS' FEES, COSTS, AND EXPENSES OF ANY KIND OR NATURE ARISING OUT OF OR RESULTING FROM LICENSEE'S USE OF ANY DATABASES OR BREACH OF THIS AGREEMENT. LICENSOR SHALL GIVE LICENSEE PROMPT NOTICE OF ANY
IN WITNESS WHEREOF, intending to be bound, the parties hereto have hereunto set their hands and seals and duly instrument signed on behalf of LICENSOR and LICENSEE by their duly authorized representatives.

This Agreement may not be modified except by a written complete understanding between the parties and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement is intended solely as a license agreement, and no partnership, joint venture, agency or other form of agreement of relationship is intended.

Neither party may assign this Agreement, or any portion thereof, to any third party unless the other party expressly consents to such assignment in writing. Any attempted assignment without that consent shall give the other party the right to terminate this Agreement.

The captions of various paragraphs of this Agreement are solely for the purpose of convenience and shall not be relied upon in construing any provision hereof.

The failure of either party to insist upon strict performance of any provision of the Agreement shall not be construed as a waiver of such provision. No waiver by either party of any rights hereunder shall be valid unless it shall be in writing signed by that party.

If one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

If the Agreement is terminated for cause by either party pursuant to subsection 1 of this Section H, the following shall apply:

Each party shall forthwith return to the other all papers, materials and other property of the other held by each pursuant to this Agreement, and each party shall assist the other in effecting an orderly termination of the business affairs contemplated hereunder.

LICENSEE shall at all times hereafter protect the confidentiality of the Databases using measures at least as strong as those used by LICENSEE in protecting its own proprietary software and documentation. LICENSEE further agrees not to disclose the Databases, in whole or in part, to any third party or entity.

LICENSEE shall acknowledge LICENSOR in appropriate citations in scholarly literature when reference is made to any Database. LICENSEE shall not use the name of LICENSOR in any publication in any manner that would imply an endorsement of LICENSEE or any product or service offered by LICENSEE.

LICENSEE shall not disclose the Databases, in whole or in part, to any third party or entity.

Each party shall forthwith return to the other all papers, materials and other property of the other held by each pursuant to this Agreement, and each party shall assist the other in effecting an orderly termination of the business affairs contemplated hereunder.

In WITNESS WHEREOF, intending to be bound, the parties hereto have hereunto set their hands and seals and duly executed this Agreement.
EXHIBIT A

DATABASE DESCRIPTION

The CALLHOME Lexicon Database(s) and version(s) covered by this license is (are) as follows:

- The CALLHOME American English Lexicon (PRONLEX)
- The Egyptian Colloquial Arabic Lexicon
- The CALLHOME German Lexicon
- The CALLHOME Japanese Lexicon
- The CALLHOME Mandarin Chinese Lexicon
- The CALLHOME Spanish Lexicon

Other descriptive or identifying information: _____________________

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