Nonmember License Agreement for the COMLEX 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").

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, and to receive 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 COMLEX Database(s) as specified in EXHIBIT A, and in the accompanying text corpus as described in Exhibit B (User Agreement for the COMLEX Syntax 2.0 Corpus) if the Exhibit B user agreement is executed.

AGREEMENT

A. Definitions

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

1. "Database". (1) Each of the specific COMLEX lexical databases listed or described in EXHIBIT A, and (2) any amendments, extensions, corrections, upgrades, and related materials, in whatever forms, formats, and Media that are supplied by LICENSOR under this Agreement, except the COMLEX Syntax 2.0 text corpus, which is covered by the terms of the Exhibit B User 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. In consideration of Licensee's payment of the fee specified in Exhibit A for each Database and the other terms and conditions of this agreement, LICENSOR grants to LICENSEE a non-exclusive, worldwide license to:
   1. use the Database(s) ordered, or any component thereof (except the text corpus), as necessary or desirable for research or technology development activities within User's institution;
   2. create from the Database(s) ordered, or any component thereof (except the text corpus), derivative works or software for the User's own internal research and development activities.
   3. use the COMLEX Syntax 2.0 corpus in accordance with the terms specified in Exhibit B, provided that Licensee executes Exhibit B.
2. The following restrictions apply to LICENSEE'S rights in the Database:
   1. LICENSEE shall not copy or redistribute the Database, except that archival copies may be made for 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.
   3. If Licensee received the COMLEX Syntax 2.0 corpus, it shall observe all additional restrictions specified in Exhibit B.

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 and payment of the fee specified in Exhibit A for each database ordered, LICENSOR shall deliver the Database to LICENSEE.
2. 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 4, 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.

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

1. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSOR MAKES 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.
2. In no event shall LICENSOR be liable for special, direct, indirect, consequential, punitive, incidental, or other damages (including attorneys' fees, costs, and expert witnesses' fees) arising out of or resulting from LICENSEE's use of any databases or breach of any representation or warranty contained in this agreement. LICENSOR shall give LICENSEE prompt notice of any claim in respect of which LICENSOR requests indemnification. LICENSEE's indemnity obligations as set forth in this subsection shall survive any termination of this Agreement.

F. Licensee Representations, Warranties and Indemnities

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 expert witnesses' fees) arising out of or resulting from LICENSEE's use of any databases or breach of any representation or warranty contained in this agreement. LICENSOR shall give LICENSEE prompt notice of any claim in respect of which LICENSOR requests indemnification. LICENSEE's indemnity obligations as set forth in this subsection shall survive any termination of this Agreement.

G. Confidentiality

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.

H. Termination

1. Without limiting any other rights either party may have, it is specifically understood and agreed that if either party breaches this Agreement, by failing to perform or comply with any material term or provision hereof, and fails to remedy or cure such breach within thirty (30) days after receiving notice from the other party of such
breach, the other party shall have the right, at its sole option and upon notice to the defaulting party, to 
terminate this Agreement. If the party receiving notice of breach is unable to cure such breach due to the 
nature of such breach, such party shall be deemed to have cured such breach if, within thirty (30) days after 
receipt of such notice, such party has taken all reasonable steps to prevent a recurrence of such breach, provided,
however, that if the same breach occurs twice in any 18-month period, the foregoing shall not apply to the 
second occurrence of any such breach. The rights and remedies provided in this Section H shall not be 
exclusive and are in addition to any other rights and remedies provided by law or this Agreement.
2. If the Agreement is terminated for cause by either party pursuant to subsection 1 of this Section H, the 
following shall apply:

LICENSEE shall forthwith return to LICENSOR all Databases and related papers, materials and other property 
received.

I. Notices
1. This Agreement shall be construed and controlled by the laws of the Commonwealth of Pennsylvania. Process 
may be served on either party by U.S. Mail, postage prepaid, certified or registered, return receipt requested, or 
by such other method as is authorized by law.
2. All notices and requests in connection with this Agreement shall be deemed given as of the day they are (i) 
deposited in the U.S. mails, postage prepaid, certified or registered, return receipt requested; or (ii) sent by 
overnight courier, charges prepaid, with a confirming fax; and addressed as follows:

In the case of LICENSOR: Linguistic Data Consortium University of Pennsylvania
3600 Market Street, Suite 810
Philadelphia, PA 19104

In the case of LICENSEE: [NAME OF LICENSEE]

J. Miscellaneous
1. 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.
2. This Agreement is intended solely as a license agreement, and no partnership, joint venture, agency or other 
form of agreement of relationship is intended.
3. 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.
4. Subject to the limitations contained herein expressed, this Agreement will inure to the benefit of and be binding 
on the parties, their successors, administrators and permitted assigns.
5. LICENSEE shall acknowledge LICENSOR in appropriate citations in scholarly literature when reference is made to 
any Database. LICENSOR 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.
6. 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 
impair thereby.
7. No waiver by either party of any rights hereunder shall be valid unless it shall be in writing signed by that party.
8. LICENSEE shall acknowledge LICENSOR and LICENSEE represent that the individuals signing below are duly authorized to sign this Agreement on behalf of LICENSOR and LICENSEE, respectively.

J. Entire Agreement
This Agreement, together with Exhibit A hereto, which is incorporated herein by this reference, constitutes the full and 
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 may not be modified except by a written 
instrument signed on behalf of LICENSOR and LICENSEE by their duly authorized representatives.

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

Linguistic Data Consortium
By
Name Christopher Cieri
Title Executive Director

DATE

EXHIBIT A

DATABASE DESCRIPTION

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

- COMLEX English Syntax Lexicon

Other descriptive or identifying information: ____________________

EXHIBIT B

Organization User Agreement for the COMLEX Syntax 2.0 
Corpus Distributed by the Linguistic Data Consortium

The understandings, terms, and conditions listed below apply equally to all or part of the text designated as the 
COMLEX Syntax 2.0 corpus.

A. Permitted Uses.
1. The information contained in the COMLEX Syntax 2.0 corpus ("Information") may only be used for research and 
development of natural-language- processing, information-retrieval or document-understanding systems.
2. Summaries, analyses and interpretations of the linguistic properties of the Information may be derived and 
published in a scientific or technical context, solely for the purpose of describing the research and development and 
related issues. Any such use shall not infringe the rights of any third party including, but not limited to, the 
authors and publishers of the excerpts.

B. Access to the Information by individuals.
1. Access to the Information by an individual person is to be controlled by that person's organization. The 
organization may only grant access to people working under its control, i.e. its own members, consultants to 
the organization, or individuals providing service to the organization.
2. Individuals may be allowed access to the Information only after completing a copy of the Individual User 
Agreement for the COMLEX Syntax 2.0 corpus, as provided with this application. The access is to be terminated 
when the conditions of the application no longer apply. The organization will retain the applications of all persons 
ever granted access to the information and make them available upon request to any of the copyright holders 
and to the institution or agency holding this completed application.
3. The organization will maintain a list of people with current and recently- terminated access to the information,
Licensee shall email an electronic version of the signed agreement to LDC at ldc@ldc.upenn.edu

Licensee shall send a signed copy of this agreement by facsimile to LDC, fax number (+1) 215 573-2175. Alternately,

C. Copyright

1. The copyright holders retain ownership and reserve all rights pertaining to the use and distribution of the Information.
2. Except as specifically permitted above and as necessary to use and maintain the integrity of the Information on computers used by the organization, the display, reproduction, transmission, distribution or publication of the Information is prohibited.
3. Violations of the copyright restrictions on the Information may result in legal liability.
4. Copyright holders of the Information contained in the COMLEX Syntax 2.0 Text Corpus include:


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