

Non-Member User License Agreement for First DIHARD Challenge Development - SEEDLingS (LDC2019S10) and First DIHARD Challenge Evaluation - SEEDLingS (LDC2019S13)

_____ (“User”), affiliated with the following university, department, institute or company, _____ (“User’s Research Group”) agrees to use the data designated as **First DIHARD Challenge Development - SEEDLingS (LDC2019S10)** and **First DIHARD Challenge Evaluation - SEEDLingS (LDC2019S13)** (collectively, the “**SEEDLingS-DIHARD Data**”) distributed by the **Linguistic Data Consortium (“LDC”)** subject to the following understandings, terms and conditions.

- 1. **User** agrees to use the SEEDLingS-DIHARD Data received under this Agreement only for non-commercial linguistic education, research and technology development. In the event that User’s use of the LDC Databases results in the development of a commercial product, User must join LDC as a For-Profit Member and pay all applicable fees prior to release of said commercial product.
- 2. **User** may include limited excerpts from the SEEDLingS-DIHARD Data in articles, reports and other documents describing the results of **User’s** non-commercial linguistic education, research and technology development provided that they have obtained permission from Elika Bergelson (elika.bergelson@duke.edu (<mailto:elika.bergelson@duke.edu>)) to use any audio clips from the SEEDLingS-DIHARD Data in such presentations, articles, reports and other documents. User shall not otherwise publish, retransmit, disclose, display, copy, reproduce or redistribute the SEEDLingS-DIHARD Data to others outside of **User’s Research Group**. **User** shall have no right to copy, redistribute, transmit, publish or otherwise use the SEEDLingS-DIHARD Data for any other purpose.
- 3. **User** shall provide appropriate citation to the SEEDLings-DIHARD Data in all presentations, articles, reports and other documents describing the SEEDLingS-DIHARD Data and/or the results of their non-commercial linguistic education, research and technology development as follows: Bergelson (2016). Bergelson Seedlings HomeBank Corpus. doi:10.21415/T5PK6D.

- 4. **USER ACKNOWLEDGES AND AGREES THAT THE SEEDLingS-DIHARD DATA IS PROVIDED ON AN “AS-IS” BASIS AND THAT DUKE UNIVERSITY, 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, ONSEQUENTIAL, 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, THE SEEDLingS-DIHARD DATA.**

User shall send a signed copy of this agreement to LDC (1) by email to ldc@ldc.upenn.edu (<mailto:ldc@ldc.upenn.edu>) or (2) by facsimile, Attention: Membership Office, +1 215-573-2175.

Printed Name Signature Date

Name of Organization: _____

Phone Number: _____

Mailing Address: _____
