



**Linguistic Data
Consortium**

University of Pennsylvania
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LDC Online Membership Agreement

_____, ("Member"), a not-for-profit entity organized under the laws of _____, intending to be legally bound, hereby agrees, effective January 1, _____, (the "Effective Date") to become a member of the LDC Online service ("LDC Online Service") provided by the Trustees of the University of Pennsylvania, acting on behalf of the Linguistic Data Consortium, ("LDC") upon the following terms and conditions:

1. MEMBER'S RIGHTS AND OBLIGATIONS

a. License

In consideration of the annual membership fee, Member shall have a license to access and use for internal, non-commercial linguistic education, research and technology development the databases available as part of the LDC Online Service ("LDC Online Databases"), and the tools provided as part of the LDC Online Service, except to the extent limited by any user agreement (as described below).

Except to the extent prohibited by any user agreement, Member shall have the right to (i) incorporate portions of the LDC Online Databases into its own work products for its internal, non-commercial use and not for redistribution, (ii) incorporate small excerpts of text or audio data from the LDC Online Databases for display or publication in a scientific or technical context, but only for the purpose of describing the research and related issues, and (iii) publish statistics and other summaries of the LDC Online Databases. Except as otherwise provided herein, Member shall have no right to copy, redistribute, transmit, publish, sell, transfer, or otherwise use the LDC Online Databases or LDC Online Service for any purpose. Member shall give appropriate attribution to the LDC Online Service and the particular LDC Online Database(s) in all scholarly or similar publications for which the LDC Online Databases or portions thereof have been used.

b. Access to Individuals Users

Only individuals who are then-current faculty, students or staff members of Member or consultants or individuals providing services or doing research for Member (collectively, "Users") shall have access to the LDC Online Service. Member shall ensure that all Users abide by this Agreement and shall terminate all access to the LDC Online Service upon termination of this Agreement. Additionally, Member shall terminate each User's access to the LDC Online Service when, as to each such User, the conditions for access no longer apply. Member shall be responsible and liable for the acts and omissions of all Users as though they were the acts and omissions of Member.

c. User Agreements

Some providers of the LDC Online Databases require that separate user agreements be signed by each User as a prerequisite to gaining access to those providers' databases. Member shall be responsible for ensuring that each User signs the required user agreements and for all Users' compliance with the user agreements. The specific LDC Online Databases for which such user agreements are required will be indicated by LDC and, to the extent there is any conflict, inconsistency or contradiction between this Membership Agreement and any user agreement, the terms and provisions of any such user agreement shall govern with respect to the relevant database(s). Member shall terminate access to the relevant LDC Online Databases to Users who are in breach of the user agreement. Additionally, Member shall terminate each User's access to particular LDC Online Databases when, as to each such User, the conditions for access to such database(s) no longer apply. As of the date of this Agreement, there are no LDC Online Databases that require user agreements.

d. Copyright

The LDC Online Service is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All content, material, and other elements comprising LDC Online Databases are also copyrighted works. Member must abide by all additional copyright notices or restrictions contained in the LDC Online Service.

2. PAYMENT AND TERM

a. Payment

Member agrees to pay to the LDC an annual membership fee as set forth in Exhibit A, attached hereto. LDC reserves the right to change the annual membership fee. LDC shall notify Member of any change in the annual membership fee on or before October 1 of each year. The new annual membership fee will be effective as of the following January 1.

The first annual membership fee payment shall be due upon execution of this Agreement. Subsequent payments shall be due on or before January 1 of each year thereafter. Each membership year shall commence on January 1 and end December 31 of the following calendar year. Membership fees are non-refundable and shall not be pro-rated.

b. Term

Upon timely payment of the annual membership fee, this Agreement shall be renewed automatically from year to year unless (i) Member provides written notice on or before November 1 of the then-current year that it does not intend to renew its membership, (ii) the LDC notifies Member that LDC has been dissolved or is no longer offering LDC Online Service memberships generally, or (iii) this Agreement is terminated earlier in accordance with the terms herein.

c. Violations

Any violations of this agreement may, in LDC's sole discretion, result in the suspension of access to the LDC Online Service and legal liability.

3. DISCLAIMER, LIMITATION OF LIABILITY, INDEMNIFICATION

a. Disclaimer and limitation of liability

MEMBER ACKNOWLEDGES AND AGREES THAT THE LDC ONLINE SERVICE AND LDC ONLINE DATABASES ARE PROVIDED ON AN "AS-IS" BASIS. LDC DOES NOT WARRANT THAT THE LDC ONLINE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE MAY BE DELAYS, OMISSIONS, AND INTERRUPTIONS IN THE MATERIALS, DATA AND TOOLS AVAILABLE IN THE LDC ONLINE SERVICE. LDC AND ITS DATA PROVIDERS 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, NON-INFRINGEMENT, OR CONFORMITY WITH WHATEVER DOCUMENTATION IS PROVIDED. IN NO EVENT SHALL LDC OR ITS DATA PROVIDERS 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 MEMBER'S OR USERS' USE OF THE LDC ONLINE SERVICE. TO THE EXTENT THAT LDC HAS ANY LIABILITY HEREUNDER, SUCH LIABILITY SHALL BE LIMITED IN THE AGGREGATE TO THE ANNUAL MEMBERSHIP FEE PAID HEREUNDER.

b. Indemnification

Member shall defend, indemnify and hold harmless LDC, its employees, trustees, officers, and agents ("Indemnified Persons") from and against any and all liability, claims, lawsuits, losses, damages, costs or expenses (including attorneys' fees) which the Indemnified Persons may hereafter incur, suffer or be required to pay by reason of any use of the LDC Online Service or LDC Online Databases by Member, its Users, directors, officers or agents.

ADMINISTRATIVE PROVISIONS

a. Notices.

All notices required under this Agreement shall be in writing, prepaid first class, certified or registered mail, return receipt requested, as follows:

LDC: Ilya Ahtaridis
Membership Coordinator
3600 Market Street Suite 810
Philadelphia, PA 19104

with a copy to:

Office of the General Counsel
University of Pennsylvania
133 S. 36th Street, Suite 300
Philadelphia, PA 19104-3246
Attn: General Counsel
Fax: 215-746-5222

Member (list address):

b. Future Changes

Member agrees that LDC may, from time to time, in its sole discretion, or at the request of its data providers, change the content and/or format of the LDC Online Service and the media and method of delivery or access. In the event that URLs and server domain name that affect Member's access are modified, LDC shall provide reasonable notice to Member. c. Assignment This Agreement may not be assigned, in whole or in part, by Member by agreement or by operation of law, without the prior written consent of LDC.

d. General

(i) This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall remain in full force and effect.

(ii) Neither the making of this Agreement nor the performance of its provisions will be construed to constitute either of the parties hereto as an agent, employee, partner, joint venture or legal representative of the other. Each acknowledges that it has no right or authority to create any obligation, representation, or responsibility, express or implied, on behalf of the other except as expressly set forth in this Agreement.

(iii) LDC will not be in default of its obligations to the extent its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission failures, fire or labor disturbances.

(iv) In the event of a breach or a threatened breach by Member, LDC's data providers shall be deemed to be third-party beneficiaries of this Agreement and may bring an action directly against Member.

e. Authorized Signatures

Member represents that it is a not-for-profit organization and that the individual signing below is duly authorized to sign this Membership Agreement on behalf of the organization.

THE TRUSTEES OF THE UNIVERSITY
OF PENNSYLVANIA, ACTING ON BEHALF
OF THE LINGUISTIC DATA CONSORTIUM

Sign:

Name: Christopher Cieri

Title: Executive Director

Date:

MEMBER: _____

Sign: _____

Name: _____

Title: _____

Date: _____

Exhibit A

As of January 1, 2006, the LDC Online annual membership fee is \$1,000 per year.