

Non-Member User License Agreement for Second DIHARD Challenge Evaluation - SEEDLingS (LDC2022S07)

_____ ("**User**"), affiliated with the following university, department, institute or company, _____ ("**User's Research Group**") agrees on behalf of **User's Research Group** to use the data designated as **Second DIHARD Challenge Evaluation - SEEDLingS (LDC2022S07) (the "SEEDLingS-DIHARD Data")** distributed by the **Linguistic Data Consortium ("LDC")** subject to the following understandings, terms and conditions.

1. **User and User's Research Group** agree 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 and User's Research Group's** use of the the SEEDLingS-DIHARD Data results in the development of a commercial product, **User and User's Research Group** must join LDC as a For-Profit Member and pay all applicable fees prior to release of said commercial product.
2. **User and User's Research Group** may include limited excerpts from the SEEDLingS-DIHARD Data in articles, reports and other documents describing the results of **User's and User's Research Group's** non-commercial linguistic education, research and technology development provided that they have obtained permission from Erika 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 and User's Research Group** shall not otherwise publish, retransmit, disclose, display, copy, reproduce or redistribute the SEEDLingS-DIHARD Data to others outside of **User's Research Group**. **User and User's Research Group** shall have no right to copy, redistribute, transmit, publish or otherwise use the SEEDLingS-DIHARD Data for any other purpose.
3. **User and User's Research Group** 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 AND USER'S RESEARCH GROUP ACKNOWLEDGE AND AGREE 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 by email to ldc@ldc.upenn.edu (<mailto:ldc@ldc.upenn.edu>).

Printed Name Signature Date

Name of Organization: _____

Phone Number: _____

Mailing Address: _____

For LDC:

Christopher Cieri
Executive Director