

Language Resources License Agreement

by and between

Ludwig Maximilians-University Munich
Geschwister-Scholl-Platz 1, 80539 München

for

BAS (Bavarian Archive for Speech Signals), c/o Institut für Phonetik
Universität München, Schellingstr. 3 / II, 80799 München

represented by the Financial Officer

- hereinafter referred to as »Licensee«

and

- hereinafter referred to as »Licensor«

regarding licensing of a database called

Database

WHEREAS:

Licensor has developed and owns the database;

Licensee wishes to obtain from Licensor license rights on the database for the purpose of distribution to other parties;

Licensor is willing to grant Licensee such license rights.

Licensor wishes that the Licensee widespread the database to sublicensees for low fees. Therefore Licensor waives to earn royalties. The license fee for a sublicensee shall not exceed Licensee`s cost for storage hardware, handling and shipping.

NOW, THEREFORE, in consideration of the premises and mutual covenants

hereinafter contained it is agreed between the parties as follows:

1. Licensed Language Resources

- 1.1. »Licensed Language Resource« (hereinafter abbreviated as »LRs«) is the database described in the Exhibit A attached hereto, including is related documentation, which Exhibit A may be amended and/or supplemented by mutual agreement between the parties from time to time.
- 1.2. Licensor will provide Licensee the LRs as specified in **Exhibit A**.

2. License Grant

- 2.1. Licensor grants to Licensee a non-exclusive, worldwide license during the term of this Agreement and all renewals and extensions thereof to use, modify, have modified and sublicense subject to the terms and conditions of this Agreement the LRs. But Licensor is not obliged to make renewals or extensions of the LRs. Licensee acquires no ownership, right, title, or interest in the LRs or any copyrights for the LRs through this license.
- 2.2. Licensor retains the right to improve, modify and/or amend the LRs. Such improvements, modifications and/or amendments are not subject of this Agreement, unless otherwise mutually agreed upon.
- 2.3. Licensee is entitled to cooperate with the
 - Evaluations and Language Resources Distribution Agency (ELDA),
55-57 rue Brillat Savarin, F-75013 Paris, France
 - Linguistic Data Consortium (LDC),
3600 Market Street, Suite 810, Philadelphia, PA, 19104-2653, USA

as brokers. All license agreements shall only be concluded between Licensee and sublicensee. The license fee including the broker's commission shall not exceed the amounts in Exhibit B.

3. LRs Protection

- 3.1. Licensee recognizes and acknowledges the confidential and valuable proprietary nature of the LRs and agrees to maintain its confidentiality and to make no use of the LRs except under the terms and conditions of this Agreement. Licensee expressly undertakes to obtain written or otherwise provable agreement of each of its sublicensees for non-disclosure of the LRs and protection of its confidentiality.

- 3.2. Licensee agrees to maintain and respect any copyright notice on all copies of the LRs. Licensee shall impose such obligation also to its sublicensees.
- 3.3. Licensee's obligation under this Article 3 shall survive any termination or expiration of this Agreement and shall end after 5 (five) years.
- 3.4. Licensee has to stipulate in his license agreements with sublicensees among other things the following:
 - Sublicensee agrees to acknowledge the copyright holders and authors with appropriate citations in any publication or presentation containing research results obtained in whole or in part through the use of the LR.
 - Single images of the LR may be included in any publication or presentation on condition of appropriate citations.
 - In each publication or presentation the LR must be referred to as “...”.

4. Warranty

- 4.1. Licenser represents that he has developed and owns all rights and title in the LRs. Licensee acknowledges that the LRs are provided on an "as is" basis. Licenser makes no warranties of any kind, either expressed or implied, with respect the LRs.
- 4.2. The above limited warranty is the only warranty made by Licenser and all warranties for merchantability and/or fitness for a particular purpose are expressly excluded.
- 4.3. Neither party shall be liable for any consequential damages except to the extend caused by gross negligence or willful misconduct.

5. Compensation

- 5.1. Licenser waives all compensations derived from the distribution of the LR (royalties).
- 5.2. Licensee shall not charge more than the maximum license fees, as fixed in Exhibit B, to any sublicensee.

6. Term and Termination

6.1. The term of this Agreement shall be effective from the date when signed on behalf of both parties hereto and shall remain in force until and thereafter for further periods of one year each if not terminated by written notice at least six months prior to the end of the initial term or any following renewal period of this Agreement.

7. Miscellaneous

7.1. This Agreement cannot be modified except by written instrument duly signed by both parties hereto. This procedure may only be waived in writing.

7.2. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a government having jurisdiction over this Agreement, the validity of the remaining portions shall not be affected thereby, and the invalid or unenforceable part, term or provision shall be replaced by a part, term or provision that comes closest to the intention of the invalid or unenforceable part, term or provision.

7.3. This Agreement shall be subject to and construed and interpreted in accordance with the Laws of the Federal Republic of Germany. Should it not be possible to settle amicably differences of opinion out of this Agreement, then the case shall be brought before the regular courts of law for a decision. Munich shall be the place of jurisdiction and fulfillment.

The entire Agreement is composed of the seven articles herein together with the Exhibits A and B thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by their duly authorized officers or representatives.

Munich, Location,
.....
(University)

Seen and approved:

Munich,
.....
(Project leader)

Exhibit A

The Licensed Language Resource concerned is: **Database**

<Description of DATABASE>

Name: Database

Author:

Language:

Number of signers:

Vocabulary size:

Number of isolated signs:

Number of continuous sentences:

Total number of sequences:

Total number of images:

Image resolution:

Image format:

Data volume:

Medium:

Exhibit B

Licensee shall charge a license fee in the maximum amount of

EUR	for a ELRA-non-member license for commercial use
EUR	for a ELRA-non-member license for non-commercial use
EUR	for a ELRA-member license for commercial use
EUR	for a ELRA-member license for non-commercial use

for each sublicensed copy of **Database**. All prices are plus value-added tax.