



UNL DEVELOPMENT SET LICENSE AGREEMENT

The UNDL Foundation (hereinafter referred to as “the UNDL Foundation”), represented for this agreement by Dr. Hiroshi UCHIDA, Director of the UNDL Foundation,

And

Licensee’s name: _____
Who (hereinafter referred to as “the Licensee”) is adhering to the terms and conditions of this agreement in order to use the UNL Development Set

Have agreed as follows:

Article I - Definition of the UNL Development Set

1. The UNL Development Set (herein referred to as “UDS”) comprises the following components:
 - a. The DeConverter, which is a language independent generator;
 - b. The EnConverter, which is a language independent parser;
 - c. The Word Dictionary Builder, which generates indexed word dictionaries from text data. This indexed word dictionaries can be used with both the DeConverter and the EnConverter;
 - d. The Co-occurrence Dictionary Builder, which generates indexed co-occurrence dictionaries from text data. Such indexed co-occurrence dictionaries can be used with both the DeConverter and the EnConverter.

Article II – Ownership and License

1. The UNDL Foundation is and at all times shall remain the sole and exclusive owner of a set of computer programs and related materials including linguistic and non-linguistic data and support documentation, which together constitute the UDS.
2. The UNDL Foundation grants the Licensee the non-exclusive, non transferable right to use, re-work and build upon the UDS according to the terms of this agreement and only to the extent required for the Licensee to carry out works specified in Article III below of the present agreement.

Article III - Purpose of the License

The Licensee shall endeavor to use the UDS only for the purposes of research and development, the scope of which shall be strictly limited within the Agreement to enter the UNL Society.

Article IV - Delivery of the UDS and site of use

1. The UNDL Foundation shall provide the Licensee with the executable files of the UDS as specified in Schedule A of this Agreement, attached hereto and incorporated herein.
2. The location of the site where the UDS is to be installed is www.undl.org.
3. The UDS shall not be transferred to or accessed by any disc-based computer system at any other site without prior permission in writing from the UNDL Foundation.

Article V - Charges

1. No charges shall be imposed by the UNDL Foundation to the Licensee for the use of the UDS for the purposes described in Article III of this Agreement.
2. Any use of the UDS beyond the scope of those specified in Article III shall be the subject of a separate Agreement.
3. Any use of the UDS, or parts thereof, in any documentation, application or service, where that documentation, application or service is charged for by the Licensee, shall be the subject of a separate Agreement between the UNDL Foundation and the Licensee.

Article VI - Ownership, unauthorized copy and use

1. The Licensee acknowledges the copyrights and any other proprietary rights protecting the UDS.
2. The Licensee hereby agrees not to assign, pledge, lend, create security interest in, sell, trade, copy, or surrender possession of the UDS, nor shall the Licensee permit any claims, liens, or encumbrances to be incurred thereon. The restrictions of use specified in Article III shall also apply to this article.

Article VII - Exclusion of warranties

Other than as stated in this Agreement, the UDS provides no warranties, explicit or implicit, including, but not limited to, any implied warranty of fitness for a particular purpose.

Article VIII - Limitation of liability

In no event shall the UNDL Foundation be liable for the loss of profits or indirect, special, or consequential damages of any nature by the Licensee or any third party, even if they has been advised of the possibility of such damages. It is agreed that the remedies of the Licensee set forth in this Agreement shall be the exclusive remedies of the Licensee.

Article IX - Indemnification

The Licensee agrees to indemnify, defend, and save the UNDL Foundation from and against any and all claims, liabilities, costs, and expenses which the UNDL Foundation may incur, suffer, or is required to pay by reason of claims or suits of a third party arising out of or related to information processed by the UDS and/or the Licensee's negligence or willful misconduct with respect to the UDS.

Article X - Arbitration and entire agreement

1. Any dispute concerning this Agreement or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNICITRAL Arbitration Rules as at present in force.
2. This Agreement constitutes the supplement to, and is subordinate to, the Contract between the UNDL Foundation and the Licensee, and can only be modified by prior written agreement.

SCHEDULE A

The proprietary package known as 'UNL Development Set' or 'UDS' including related specifications, linguistic and non-linguistic data, software modules and documentation.

AGREED:

For the UNDL Foundation:

Name: Hiroshi UCHIDA
 Title: Director, UNDL Foundation
 Address: UNDL Foundation
 53-70 Jingumae 5-chome, Shibuya-ku, Tokyo 150-8925, JAPAN

For the Licensee:

Name: _____

Title & Organization: _____

Address: _____

Email: _____

Date: _____ Signature: _____