



EUROWORDNET EVALUATION LICENCE AGREEMENT (VAR¹-E)

(Agreement Ref. No. LC/ELDA/VAR-E/2007/000/NAME)

This agreement is made by and between:

".....", (hereinafter called **USER**), having its principal place of business at:

AND

ELDA S.A., (hereinafter called **DISTRIBUTOR**), the distribution agency commissioned by ELRA, having its principal place of business at: 55-57 rue Brillat Savarin - 75013 Paris, FRANCE
registered at the Tribunal de commerce de Paris:
RCS Paris B 402 781 876 (95b147 95)

whereby it is agreed as follows:

1. **Language Resources**, object of this Agreement, for which DISTRIBUTOR obtained distribution rights from the rightful holder, are described in Exhibit A.
2. The site of use of the **Language Resources** is mentioned in Exhibit B.
3. Within this Agreement DISTRIBUTOR grants USER the non-exclusive right to use the **Language Resources**, exclusively for the purposes of evaluating usability of **Language Resources** within their language engineering research and development activities.
4. This Agreement shall come into effect on the date that USER receives the first delivery from DISTRIBUTOR for the **Language Resources**. It shall be valid for a period of three months.
5. All rights granted to USER shall be immediately ineffective. USER shall return, through a registered mail, within two weeks after the termination date, all other copies of technical or commercial documents concerning the **Language Resources** that DISTRIBUTOR might have placed at USER's disposal. USER shall also notify, through a registered mail, to DISTRIBUTOR that the **Language Resources** have been deleted.
6. USER is not permitted to reproduce the **Language Resources** for commercial or distribution purposes and to commercialise (or distribute for free) in any form or by any means the **Language Resources** or any derivative product or services based on all or a substantial part of it.
7. Without prejudice to the other provisions, the rights referred to herein shall be non transferable to any other entity. The **Language Resources** shall not be transferred to or accessed from any other site.
8. USER acquires no ownership, rights or title in all or any parts of the **Language Resources**.

¹ Value-Added Reseller.

9. DISTRIBUTOR and OWNERS accept no responsibility for the accuracy or completeness of the data or for the consequences of their use. DISTRIBUTOR and OWNERS give no warranty for merchantability and/or fitness for a particular purpose of the **Language Resources**.
10. **USER shall give appropriate references to DISTRIBUTOR, as well as to the name and reference of the Language Resources in scholarly literature when the Language Resources are mentioned. The following acknowledgement is required: "ELRA catalogue (<http://catalog.elra.info>), LANGUAGE RESOURCE NAME, catalogue reference: ELRA-XXXX"**
11. USER shall not use the name of DISTRIBUTOR in any publication in any manner that would imply an endorsement of USER or any product or service offered by USER.
12. USER has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of DISTRIBUTOR, it being intended that each party shall remain an independent contractor responsible for its own actions.
13. Neither party shall be responsible for damages caused by the other party's non-fulfillment of provisions of this AGREEMENT.
14. Both parties exclude all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the other.
15. USER agrees to pay DISTRIBUTOR a compensation. The mode of payment and schedule of payments are incorporated in Exhibit C and form part of this AGREEMENT.
16. DISTRIBUTOR and USER recognize and acknowledge the value and the confidential nature of the **Language Resources** and of this Agreement, as well as of internal or commercial information. Both parties shall use all the documents, information and data which they have received from the other party and which have been classified as confidential solely for the purpose of this Agreement. As long and to the extent to which such documents and information have not become public domain, and unless the other party can furnish evidence that it has already taken notice thereof before their disclosure by the other party, or unless the other party has given its prior consent to their disclosure, the parties shall treat such documents and information as confidential vis-a-vis any third party. Such confidentiality obligation shall survive any termination of the Agreement for any reason whatsoever.
17. This Agreement is subject to, construed and interpreted in accordance with the Law of France. Should it not be possible to settle amicably differences of interpretation out of this Agreement, then the case shall be brought before the regular courts of law for a decision. The "Tribunal de commerce de Paris" shall be the only competent court.

The entire AGREEMENT is composed of the 17 articles herein together with Exhibits A, B, and C thereafter.

In witness whereof, intending to be bound, the parties hereto have executed this AGREEMENT by their duly authorized officers.

AUTHORISED BINDING SIGNATURES:

On behalf of
Name:
Title:
Date:

On behalf of ELDA
Name: Khalid CHOUKRI
Title: Managing Director
Date:

EXHIBITS

EXHIBIT A

Language Resources refer to:

EXHIBIT B

SITE OF USE:

EXHIBIT C

COMPENSATION: