

# Ethnologue Dataset License

This Agreement and License between the Summer Institute of Linguistics, Inc. (hereinafter “SIL”) a Texas nonprofit corporation with a principal place of business at 7500 W. Camp Wisdom Road, Dallas, Texas 75236, and Karim El-Sharkawy, (hereinafter “Licensee”) a Michigan resident with a principal place of residence at 1175 Pond Ridge Dr. Troy, MI 48085, each an individual “Party” and collectively “Parties”, entered into this Agreement as set forth below.

WHEREAS Licensee has requested data from Ethnologue for a specific purpose,

WHEREAS SIL wishes to enable Licensee’s purpose by providing Ethnologue information for a limited purpose,

WHEREAS Ethnologue is the result of decades of ongoing SIL research and editorial work,

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows.

## Information Table 1 - Key Terms

Defined Term	Description
“Effective Date”	August 30, 2024
“Dataset Version”	Ethnologue Starter Dataset, 27th Edition
“Granted Field of Use”	Research conducted personally and individually by Licensee in accordance with Permitted Use specified below
“Permitted Use”	<p>Dataset Version may be used for analysis and to render static graphics to be published exclusively at: <a href="https://karim-sharkawy.github.io/SprachenKarte/information.html">https://karim-sharkawy.github.io/SprachenKarte/information.html</a></p> <p>Dataset Version may be used to generate “Sprachen Karte” map to be published exclusively at: <a href="https://karim-sharkawy.github.io/SprachenKarte/map.html">https://karim-sharkawy.github.io/SprachenKarte/map.html</a></p> <p>No further use of Dataset Version is granted by this license.</p> <ul style="list-style-type: none"><li>• No portion of the raw Dataset may be published or distributed.</li><li>• Data may not be used in artificial intelligence.</li><li>• Websites where Dataset-derived graphics are</li></ul>

	posted may not be published under any Creative Commons (CC) licensing.
“Granted Territory”	Worldwide
“Granted Period”	10 years, In perpetuity from Effective Date
“Fees”	USD \$900 (waived for this single use)
“Payment Terms”	N/A
“Selling Licensed Products”	The sale of Licensed Products is not permitted
“Royalty Rate”	The sale of Licensed Products is not permitted

## Information Table 2 - Notification Contacts

SIL Legal Name and Address	Full legal name: Contact person name: Postal address for legal notices: Email address for legal notices:	Summer Institute of Linguistics, Inc.  Jill Paterson-Charles  7500 W. Camp Wisdom Road Dallas, Texas 75236 USA  Jill_Paterson@sil.org
Licensee Legal Name and Address	Full legal name: Postal address for legal notices: Email address for legal notices:	Karim El-Sharkawy  1175 Pond Ridge Dr. Troy, MI 48085  karimelsharkawy2002@gmail.com

## 1. Definitions.

- a. Dataset: a collection of related data elements that have been structured to enable analysis and data processing.

- b. Defined Term: a term defined in the Definitions section of this Agreement or a term surrounded by quotes and defined in the Information Table 1
- c. Intellectual Property (IP): Intellectual property includes trademarks, copyrights, works of authorship, industrial designs, patents, know-how, design rights, trade secrets, databases, organization of databases, artistic works including music and literature, as well as discoveries, inventions, words, phrases, symbols, data sets, scripts, alphabets, geographical displays, systems architecture and designs and any other product of human creativity that is legally protectable.
- d. IP Rights: To make, have made, use, sell, offer to sell, import, export, display, perform, reproduce, copy, make and store archive copies, display, modify and otherwise exploit the IP.
- e. Licensed Product: products or services made by Licensee that incorporate Licensed IP.
- f. Licensed IP: The version of Dataset specified in Dataset Version in Information Table 1 the elements of which are described in Exhibit A and provided to Licensee.
- g. Ethnologue: An SIL brand and program that gathers and arranges data on the global language situation.
- h. Net of Sales: Gross sales of products or services minus discounts and allowances.
- i. Staff: Employees of Licensee or contractors working on behalf of Licensee

## **2. License Grant.**

- a. SIL retains exclusive rights, title, and interest in the Licensed IP. All rights not specifically granted in this Agreement are reserved to SIL.
- b. SIL, grants a nonexclusive license to use the IP Rights in the Licensed IP according to the period described in the Information Table 1 under Granted Period.
- c. Licensee may use Licensed IP in accordance with the Permitted Use described in the Information Table 1 under Permitted Use.
- d. SIL grants Licensee the right to identify Ethnologue as the source for Licensed IP in accordance with requirements set forth in Marking and Attribution, Section 8.

## **3. Field of Use.**

Licensee's field of use is limited to that described in the Information Table 1 under Granted Field of Use.

#### **4. Territory.**

The territory is limited to that described in the Information Table 1 under Granted Territory.

#### **5. Sublicensing.**

Licensee is not permitted to sublicense Licensed IP to a third party.

#### **6. Protection of IP.**

- a. Securing Rights. Each Party is responsible for securing legal protection in the form of patents, trademarks, copyright registration or the like of its IP rights at its sole discretion. Each party will bear its own expenses in securing its IP rights. Neither Party may require the other party to secure IP rights.
- b. Enforcing Rights. Each Party is responsible for enforcing its IP rights. A Party is not obligated to do so. If a Party is required to join an IP enforcement action begun by the other Party to this Agreement to maintain the action the Party requiring joinder will reimburse its legal expenses.
- c. Licensee will defend all third party claims against Licensed Products at its sole expense and will pay SIL out of pocket legal expenses if SIL is a named party to litigation. Licensee may resolve such legal disputes at its sole discretion, provided that any settlement will not affect SIL's continuing rights in its Licensed IP. Otherwise, Licensee must get consent from SIL prior to executing any settlement.

#### **7. Use of Entities Name and Trademark(s).**

- a. SIL® and related logos are Trademarks, Service Marks, or registered Trademarks or Service Marks and may not be used by Licensee without SIL's written permission.
- b. Ethnologue: Languages of the World™ and related logos are Trademarks, Service Marks, or registered Trademarks or Service Marks and may not be used by Licensee without SIL's written permission.
- c. Licensee's Mark or Marks are its property and will only be used by SIL with the Licensee's written permission.
- d. Notwithstanding these limitations SIL may identify the Licensee as a customer of SIL or Ethnologue.

#### **8. Marking and Attribution.**

- a. Licensee is required to provide attribution by marking Licensed Products, reports, papers,

advertising materials, packaging, instructions, public display and website with copyright, citations and trademark notices for products and services licensed, using or referencing the licensed IP.

- b. Attribution must include the “Ethnologue: Languages of the World” name and date of publication. The term *Ethnologue* shall be hyperlinked to <http://www.ethnologue.com> as in the following recommended example:
  - i. Eberhard, David M., Gary F. Simons, and Charles D. Fennig (eds.). 2024. [Ethnologue: Languages of the World](#). Twenty-seventh edition. Dallas, Texas: SIL International. Online version.
- c. All maps, images and other graphics derived from Ethnologue data to be posted online must have the following attribution embedded directly on the graphic: “Data from Ethnologue ©2024 SIL International. Reproduction Prohibited.”

## **9. Termination.**

- a. Either party may terminate this Agreement upon thirty (30) days written notice or upon a determination of a breach under Disputes, Section 14.
- b. A Party may terminate this Agreement upon breach by the other Party of material terms of the Agreement including without limitation, Sections 2-8, 10-14, or 16 upon sixty (60) days written notice. The breaching Party may cure the breach within this period of time and restore the Agreement.
- c. Surviving Provisions. The following provisions survive the termination of this Agreement 2c-d, 6-21.
- d. Purging Cached Data. Upon termination Licensee must purge all cached manifestations of Licensed Data from its systems and certify in writing that it has done so no later than 30 days after termination.

## **10. Fee.**

Upon execution of this agreement Licensee commits to remit the amount defined in Information Table 1 under Fees according to Payment Terms defined in Information Table 1. No refunds will be granted.

## **11. Royalties.**

If Licensee is permitted to sell Licensed Products as defined in Selling Licensed Products in Information Table 1:

- a. Licensee shall pay SIL a royalty, the rate of which is described in Information Table 1 under Royalty Rate.
- b. Royalties shall be calculated according to Net of Sales.
- c. Royalty payments shall be made quarterly.
- d. Licensee shall provide quarterly reports on sales of Licensed Products beginning on the date

- of the first sale of a Licensed Product until Licensee ceases sales of Licensed Products.
- e. Licensee shall keep complete and accurate records in sufficient detail to permit SIL to confirm the accuracy of calculations of all payments made pursuant to this section of this Agreement. At minimum the records shall include the names of Licensed Products, units sold of licensed product or service and price per unit. Such records shall be retained by the party for no less than a five (5) year period following the year in which any such payments was made. Once per calendar year, SIL shall have the option to engage at its own expense, an independent certified public accountant reasonably acceptable to licensee, to examine, in confidence, such records kept by Licensee as may be necessary to determine, with respect to any calendar year, the correctness of any payment made pursuant to this section of this Agreement. The report of such accountant shall be limited to a certificate verifying any report made or payment submitted by Licensee during such period but may include, in the event the accountant shall be unable to verify the correctness of any such payment, information relating to why such payment is unverifiable. All information contained in any such certificate shall be deemed to be Licensee Confidential Information hereunder. If any audit performed under this section shall indicate that any payment due pursuant to this section was underpaid, Licensee shall pay Licensor the amount of any underpayment promptly. In the event that an audit determines that the royalties were underpaid by 5% or more the Licensee shall pay for the cost of the audit which costs consists of the auditors fees and expenses.

## **12. Representations and Warranties.**

Each Party represents and warrants to the other that it has all right, title and interest in the IP that is the subject of this license to the other Party or permission from the rightful owner to allow Licensee to exercise IP Rights in the IP and that there is no pending claim of infringement or challenge to the right to use this intellectual property. Each party represents and warrants that it has the authority to enter into this Agreement.

## **13. Disclaimer of Warranties & Limitation of Liabilities.**

**THE PARTIES ARE LICENSING THE INTELLECTUAL PROPERTY ON AN "AS IS" BASIS. NEITHER PARTY, NOR ITS AFFILIATES, AND THE EMPLOYEES, CONTRACTORS, CONSULTANTS, FOUNDATION STAFF OR BOARD MEMBERS OF ALL OF THEM, MAKE ANY WARRANTIES EITHER EXPRESS OR IMPLIED OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIM ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES OF EVERY KIND AS TO THE INTELLECTUAL PROPERTY AND/OR ANYTHING DISCOVERED, DEVELOPED, MANUFACTURED, USED, SOLD, OFFERED FOR SALE, IMPORTED, EXPORTED, DISTRIBUTED, RENTED, LEASED OR OTHERWISE DISPOSED OF UNDER ANY LICENSE GRANTED HEREUNDER, INCLUDING BUT NOT LIMITED TO: ANY WARRANTIES OF MERCHANTABILITY, FITNESS, ADEQUACY OR SUITABILITY FOR A PARTICULAR PURPOSE, USE OR RESULT; ANY WARRANTIES AS TO THE VALIDITY, ENFORCEABILITY, SCOPE OR BREADTH OF ANY PATENT; ANY WARRANTIES RELATED TO THE PREPARATION, FILING, PROSECUTION, AND MAINTENANCE OF ANY PATENT, AND ANY WARRANTIES OF FREEDOM FROM INFRINGEMENT OF ANY DOMESTIC OR FOREIGN PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OF ANY PARTY.**

The Parties have not relied on any oral or written statements or any other materials provided by the other Party (including, without limitation, any researchers or staff members) in connection with this Agreement and that the decision to enter into this Agreement is based solely on Parties' independent due diligence.

In no event shall the Parties have any liability to a Party's, Sublicensees, Designees, or Affiliates of the foregoing, or any Third Party arising out of the use, operation or application of the IP, or anything discovered, developed, manufactured, used, sold, offered for sale, imported, exported, distributed, rented, leased or otherwise disposed of under any license granted hereunder by Licensee, Sublicensees, Designees or Affiliates of the foregoing, or any Third Party for any reason, including but not limited to, the unmerchantability, inadequacy or unsuitability of the IP, Licensed Products and/or anything discovered, developed, manufactured, used, sold, offered for sale, imported, exported, distributed, rented, leased or otherwise disposed of under any license granted hereunder for any particular purpose or to produce any particular result, or for any latent defects therein.

In no event will either (i) A Party be liable to the other Party's, Sublicensees, Designees or Affiliates of the foregoing, or any Third Party, or (ii) Party or its Sublicensees, Designees or Affiliates be liable to the other Party or any Third Parties, except as provided in subpart 17(b) above, for any consequential, incidental, punitive, statutory multiplier, special, or indirect damages (including, but not limited to, from any destruction to property or from any loss of use, revenue, profit, time or goodwill) based on authorized activity arising out of or related to this Agreement, whether pursuant to a Third Party claim of breach of contract or any other Third Party claim of any type.

**The Parties hereto acknowledge that the limitations and exclusions of liability and disclaimers of warranty set forth in this Agreement form an essential basis of the bargain between the Parties and are reasonable under the circumstances.**

#### **14. Confidentiality.**

- a. Licensee will restrict access to all information received from SIL whether or not SIL has designated the information as Confidential Information, using the same standard of care as Licensee applies to its own data and information.
- b. The Parties agree to treat as confidential any and all Confidential Data obtained from each other that is marked "CONFIDENTIAL INFORMATION" and to that end further agree that information disclosed pursuant to this Agreement relating to the creation and formulations of Confidential Data and the Confidential Data, including efforts to commercialize the Data, shall be deemed Confidential Information. The Contributor may change the designation of Confidential Information from time to time at will. Notwithstanding the foregoing, confidential information may be disclosed to the extent required by any law or regulation of any governmental authority having jurisdiction over any of the Parties, with appropriate efforts made to maintain confidentiality. Both Parties shall maintain Confidential Information in confidence as set forth herein in perpetuity. Upon request from either Party, the period of confidentiality of specific Confidential Information may be maintained for a

longer or shorter time as the Parties may subsequently agree.

- c. There are no obligations of confidentiality as to specific information (a) which, is publicly known at the time of disclosure under this Agreement or becomes publicly known at any time other than through disclosure by the recipient of the information; (b) which is demonstrably known to the recipient of the information prior to its receipt from the discloser; (c) which is disclosed to the recipient by a third party not under an obligation of confidentiality and independently of the studies contemplated by this Agreement; or (d) for which disclosure has been approved by the mutual written consent of the Parties; or (e) independently developed without access to Confidential Information from the discloser.
- d. A Party may sign non-disclosure agreement with a necessary third party, including sublicensees upon condition that the third party is made a party to this Agreement.
- e. Licensee staff designated in the Information Table 1 under Designated Staff may access Licensed IP for operations and product development purposes.
- f. Licensee may use Licensed IP to generate aggregated statistics and summaries.
- g. Licensee shall not disclose Licensed IP to anyone who is not listed as Designated Staff in Information Table 1.

## **15. Conflicts.**

This Agreement sets forth terms and conditions for the use of the Licensed IP. Any other document, agreement, purchase order, memorandum, or the like that is in conflict with any term in this agreement is void in its applicable parts, notwithstanding the date of execution of the conflicting document.

## **16. Disputes.**

In the event that there is a dispute arising from this Agreement the Parties will meet and attempt to resolve the dispute amicably by discussion within 60 days after notice by a Party. Each Party will designate a representative to represent it in these discussions. If these discussions do not resolve the dispute, the Parties agree to first submit the dispute to mediation administered by the American Arbitration Association. The mediation shall take place in Dallas, Texas. Thereafter, the Parties may mutually agree to arbitration. Disputes that require immediate remedial action by injunctive relief including without limitation trademark, trade dress infringement or trade secret theft are excluded from these remedial remedies and the Parties may seek relief in the appropriate court or governmental forum having jurisdiction of the parties and the subject matter of the dispute.

## **17. Assignment.**

Each Party may assign this Agreement as part of a sale, regardless of whether such a sale



occurs through an asset sale, stock sale, merger or other combination, or any other transfer of

- a. such Party's entire business; or
- b. that part of the Party's business to which this Agreement relates.

Any other attempt to assign this Agreement by a Licensee is null and void.

## **18. Governing Law.**

The law of the State of Texas applies to the interpretation of this Agreement and any and all disputes arising hereunder and to the extent allowed by law the parties agree that all civil disputes will be resolved in Texas Courts.

## **19. Notices.**

All notices, requests and other communications to any party must be in writing and writing includes email communications and must be delivered according to the information set forth in Information Table 2.

## **20. Amendments.**

All amendments to this agreement must be in writing and mutually agreed by the parties.

## **21. Term.**

The term of this Agreement shall be as is defined in Information Table 1 under Granted Period, unless a Party terminates in accordance with the provisions of Termination, Section 9.

## **22. Commercial Terms and Conditions for U.S. Government Use**

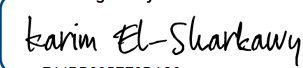
This License Agreement contains SIL's commercial terms and conditions. Licensee's rights in the Licensed IP are strictly limited to the uses granted by this License Agreement pursuant to FAR 12.211, FAR 12.212, and DFARS 227.7202. In the event any court, arbitrator, or board holds that the U.S. Government has greater rights to any portion of the Licensed IP, such rights shall extend only to the portion(s) affected and use, duplication, or disclosure by the U.S. Government is subject to restrictions as provided in FAR 52.227-19 (Dec 2007), FAR 52.227-14 (May 2014), DFARS 252.227-7015 (Feb 2014), or NFS 1852.227-86 (Apr 2015), as applicable. No other license terms or conditions shall apply unless expressly agreed in writing by SIL and Licensee. SIL IP samples are unpublished and all rights reserved under copyright laws of the United States.

23. Execution.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned are duly authorized to execute this Agreement on behalf of Licensee and SIL, as applicable.

On behalf of Licensee


By:   
714BB295FF9D4C8...

Name: Karim El-Sharkawy

Title: Mr.

Date: 8/30/2024

On behalf of SIL

By:   
8EC1F171BACB4E3...

Name: Jonathan Hubel

Title: Ethnologue Product Manager

Date: 9/4/2024