



# Unisyn Lexicon License

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## RESEARCH LICENCE AGREEMENT

between:

1. **THE UNIVERSITY COURT OF THE UNIVERSITY OF EDINBURGH** having its principal office at Old College, South Bridge, Edinburgh, EH8 9YL (the "University");

and

2. **RHETORICAL SYSTEMS LTD** a company incorporated in Scotland having registered number SC205735 and having its registered office at Level 2, Saltire Court, 20 Castle Terrace, Edinburgh, Midlothian EH1 2ET ("Rhetorical");

and

3. **YOU** (the "USER"):

Name of individual or institution:

Address:

City, postal code, country:

represented for the purpose of the signature of this agreement by

Name:

Email:

Telephone:

Fax:

**Date** 11 August 2014

#### WHEREAS

(a) The University is the owner and proprietor of the IPR (as defined below) in and to the Lexicon (as defined below) as well as in and to the University Improvements.

(b) Rhetorical has previously licensed the Lexicon from the University.

(c) The User wishes to make use of the Lexicon and the University Improvements for Research Purposes only.

(d) The University and Rhetorical have agreed to grant a limited licence to the User on the following terms and conditions in relation to their respective aforementioned interests in and to the Research Software.

NOW THEREFORE IT IS AGREED as follows:-

1.

1.1 In this Agreement, unless the context requires otherwise, the following words and phrases shall have the meanings set opposite them:-

**"Research Purposes"** means only those purposes associated with research and exploration using, incorporating or based upon the Research Software (in whole or in part) or any copies of the Research Software, and for the avoidance of doubt excludes loading, executing, storing, transmitting, displaying, copying, reverse engineering, developing, adapting, amending or otherwise using the Research Software for the development, marketing, commercialisation, sale or licensing of voice synthesis, products or services including, without limitation, voice synthesis products or services;

**"Agreement"** means this Research Licence Agreement as varied or amended in accordance with its terms;

**"Commencement Date"** the last day of signing hereof;

**"Improvements"** means the University Improvements;

**"IPR"** means patents, trade marks, registered designs (and applications for any of them) copyright, unregistered design rights, database rights or other rights in databases, semiconductor topography rights, trade names, trade secrets or confidential information of any sort, and any similar or analogous rights as may apply anywhere in the world including the benefit of all registrations and applications to register any of the aforesaid and all rights in the nature of any of the aforesaid;

**"Lexicon"** means the multiple accent pronunciation lexicon known as Unisyn (being an ASCII file

database of pronunciation information) as developed by the University at 30th November 2000; **"Research Software"** means the computer software comprising the Lexicon and the University Improvements which at the Commencement Date make up the software package available for download to the User via the internet; and

**"University Improvements"** Means all computer software, other than the Lexicon, and Rhetorical Improvements, which makes up the Research Software.

1.2 In this Agreement:-

1.2.1 the singular includes the plural and vice versa;

1.2.2 unless otherwise stated, references to Clauses are to Clauses in this Agreement; and

1.2.3 "Party" means each of the University, the User and Rhetorical and the term "Parties" shall be construed accordingly.

2. Subject to the terms of this Agreement, this Agreement shall commence on the Commencement Date and shall continue thereafter unless earlier terminated, in accordance with clause 10.

3. In consideration of the continued observance by the User of all the terms and conditions contained in this Agreement:

3.1 the University shall make available to the User one copy of the Research Software; and

3.2 the University and Rhetorical hereby grants to the User a non-exclusive and non-transferable licence to use the Research Software exclusively for Research Purposes only throughout the world. No other rights or licences are granted by the University or Rhetorical, other than as set out in this Clause 3.

4.

4.1 No limitation on liability shall apply in respect of liability for personal injury or death directly attributable to the negligence of either the University or Rhetorical in the supply of the Research Software under this Agreement.

4.2 Subject to Clause 4.1, the University and Rhetorical makes no representations about the suitability of the Research Software for any purpose and the Research Software is provided "as is" without express or implied warranty; declaring that in no event shall either the University or Rhetorical be liable for any damages whatsoever arising out of or in connection with the use or performance of the Research Software (or any part thereof); further declaring that without prejudice to the foregoing generality neither the University nor Rhetorical shall not be liable to the User in contract, delict, negligence, breach of statutory duty or otherwise for any loss, damage, cost or expense of an indirect or consequential nature (including any economic loss or other loss of turnover, profits, business or goodwill) arising directly out of or in connection with this Agreement or the subject matter of this Agreement.

5. The User undertakes to adopt all reasonable security measures needed to protect the IPR of each of Rhetorical and the University in and to the Research Software and undertakes to take all reasonable steps to ensure that no unauthorised use is made of the Research Software.

6. The User shall be entitled to make one copy of the whole or any part of the Research Software for back- up purposes.

7. The User agrees not to lend, hire, sell, distribute or otherwise part with the Research Software in any manner not consistent with this Agreement without the express prior consent in writing of the University and Rhetorical and subject to any conditions imposed by either the University or Rhetorical. The University and the User agree that Rhetorical shall have the right to enforce this condition.

8. The licence granted hereunder is for the use by the User and the User is not permitted to allow the Research Software to be used by any third party excepting always any associated company of the User or any third party which is providing facilities management, computer bureau and/or disaster recovery services (or similar services and howsoever so called) to the User.

9. In the event of the User or its employees or affiliates being approached by any other person or organisation, whether commercial or academic, which wants to open negotiations for the use of the Research Software, the User shall refer the organisation or person directly to the University.

10.

10.1 In addition to, but without prejudice to the whole other rights and remedies of the parties under and in terms of this Agreement, any Party can terminate this Agreement at any time by serving written notice on the other Parties.

10.2 On termination of this Agreement the User shall immediately destroy or procure the destruction of all copies of the Research Software then in the User's possession or control and forthwith certify the same to the University and Rhetorical.

10.3 Notwithstanding the provisions of Clause 10.1, the provisions of Clauses 4, 10.2 and 13 shall survive termination of this Agreement for any cause.

11. Failure by either the University or Rhetorical to exercise or enforce any rights in this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

12. If any provision of this Agreement is declared to be void or unenforceable by any judicial or administrative authority in any jurisdiction in which this Agreement is effective, such provision will be deemed to be severable and the parties shall each use their reasonable endeavours in good faith to modify this Agreement so that the intent of this Agreement can be legally carried out.

13. This Agreement shall be governed by and construed in accordance with the law of Scotland and the parties hereby prorogate the exclusive jurisdiction of the courts in Scotland.

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