

META-SHARE IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS LICENCE DOES NOT CREATE AN AGENT-CLIENT RELATIONSHIP. META-SHARE PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. META-SHARE MAKES NO WARRANTIES REGARDING THE INFORMATION PROVIDED WITH REGARDS TO THE LICENCES, AND DISCLAIMS LIABILITY FOR DAMAGES RESULTING FROM ITS USE.

## **META-SHARE Commercial NoRedistribution For-a-Fee Licence (MS C-NoReD-FF)**

The Licensor <Name>, <Organisation>, <Address>, <Email>, and Licensee (You) <Name>, <Organisation>, <Address>, <Email> agree that this META-SHARE Licence enables You to Use the Resource worldwide under the terms and conditions specified hereafter:

### **1. Definitions of Capitalised Words**

- a. **"Attribution Data"** means a field of metadata accompanying every resource, containing a specified string of characters to be used for attribution of the Resource.
- b. **"Collective Work"** means a work made up of the Resource in its entirety in unmodified form, along with other work, assembled into a collective whole. Both the Resource and any other work remain unmodified in the Collective Work and hence do not constitute a derivative work.
- c. **"Derivative"** means any material that Uses the Resource (or any substantial part of it) in any material form whatsoever (such as a translation, dramatisation or abridgment), other than (i) as a whole and in unmodified form or (ii) by modifying it as may be technically necessary to Use it in a different mode or format; but a Collective Work is not a Derivative for the purpose of this Licence.
- d. **"Derogatory Treatment"** means a treatment which distorts or mutilates the Resource or is otherwise prejudicial to the honour or reputation of the Original Author or the Licensor.

- e. "**Licensee**" means the Person accepting the Resource under the terms and conditions of this Licence.
- f. "**Licensor**" means the Person offering the Resource under the terms and conditions of this Licence and is named in the METASHARE metadata.
- g. "**META-SHARE**": is a network of distributed repositories of LRs.
- h. "**Original Author**" means the Person who holds any copyright or the sui generis Database Right in the Language Resource or any parts of it and is named as such in the Attribution Data.
- i. "**Person**" means a natural person or a body of persons corporate or incorporate. In the case of a body of persons, this may only grant access to people working under its control, i.e., its own members, consultants to the organisation, employees or individuals providing service to the organisation. Individuals may be allowed access to the Resource only after being informed of the provisions of this Licence. The access is to be terminated when the license no longer applies. The organisation will take all reasonable steps to retain the list of all persons ever granted access to the Information and make them available upon request to any of the copyright holders licensing this work.
- j. "**Resource**" means the specific language resource <RESOURCE NAME>, <RESOURCE SHORT NAME> offered to You under the terms of this Licence.
- k. "**Site**" means the premises of <PREMISES NAME OR DESCRIPTION> where the Resource will be used, which is under Your control , including but not limited to geographical location, specific computing equipment, IP addresses or any other point of access controlled by the licensee.
- l. "**Use**", as a verb, means doing any act which is restricted by copyright or neighbouring rights (including Database Rights), whether in the original medium or any other; and includes modifying the Resource as may be technically necessary to Use it in a different mode or format.
- m. "**Work**" means any work protected by copyright (or by database rights if applicable) which is offered under the terms of this Licence, and includes works forming only a part of the Resource as well works as incorporated in any Collective Work.

- n. **"You"** means the Person acquiring rights under this Licence.
- o. Words in the singular include the plural and vice versa.

## **2. The Rights Granted**

**2.1** Subject to the exceptions under clause 2.2, the conditions and the reservation under clauses 2.3-2.8 below, the Licensor grants to You a worldwide, clear of any third parties rights, non-exclusive, licence to Use the Resource under the terms and conditions defined here. This licence covers the copyright and the sui generis database right over the Resource and is an agreement between You and the Licensor for access to the Resource. For the purpose of this Licence, Use is encompassing all acts described below, in the execution of which only You are involved and only if the use is necessary to access and make the agreed use of the contents of the Resource.

So you may:

- a. copy the Resource, create Derivatives or incorporate the Resource or the Derivatives into a Collective Work;
- b. extract and re-utilise the whole or substantial parts of the Resource; copy Derivatives or the Resource as incorporated in any Collective Work;
- c. may distribute and market any derivative product or service based on all or a substantial part of the Resource

You may perform any of the above acts by any means and in any medium whether now known or created in the future and for any purpose or in any way, including purposes primarily intended for commercial advantage or payment, other than the ones provided under 2.2.

**2.2** However, this Licence does not allow You to:

- a. Use the Resource outside Your site
- b. Use the Resource in any other way other than as necessary or desirable for the purposes of Your own internal language engineering research activities or Your own internal technology development,
- c. Make available to the public all or any substantial part of the contents of the Resource, by the distribution of copies, by renting, leasing or any other form of

distribution, including inclusion in a collective work or providing a derivative out of which the original work may be identified and used as well as any free or open-source distribution forms;

- d. make products or services available to third parties in any form that allows to reconstruct the original Resource;
- e. sublicense the Resource; or
- f. subject the Resource to Derogatory Treatment.

**2.3** If requested by the licensor You must, in the case You publish or distribute any Derivative to anyone in any way, give reasonable credit to the Original Author or owner of the sui generis database as prescribed in the Attribution Data.

This is an important condition of this Licence, and if You fail to comply with it You will be in material breach of its terms.

**2.4** The Original Author asserts the right to be identified as the original author of the Work, as forming part of the Resource, if applicable; but only as and when required by clause 2.3 above.

**2.5** You may also, if You publish or distribute any Derivative to anyone under the terms of this Licence and in any way provide the relevant meta-data to the META-SHARE network, so that for instance, the indexing of the Derivative Work is possible.

These are important conditions of this Licence, and if You fail to comply with them You will be in material breach of its terms.

**2.6** This license is offered to You with a fee of <amount>/ <amount/processor>/ <amount/User>.

**2.7** You may create Derivatives as necessary or desirable for the purposes of Your own internal language engineering research activities. All rights granted hereunder are perpetual, and worldwide.

**2.8** In addition to the above:

- a. the right to release the Resource under different terms, or to stop distributing the Resource, is reserved;



- b. all other rights not expressly granted by the Licensor are reserved; and
- c. You must attribute the Resource by ensuring all Attribution Data accompany the Resource.

**2.9** This Licence does not affect any rights that You or anyone else may independently have under any applicable law (including fair dealing, fair use, or any other legally recognised limitation or exception to copyright infringement) to make any Use of this Resource.

**2.10** This Licence does not allow You to claim any endorsement or approval by the Licensor or the Original Author or Your use of the Resource without their express written permission.

**2.11** You and the Licensor are independent contractors. Nothing contained in this Licence shall be construed as creating an employer-employee relationship, a partnership or a Joint Venture between You and the Licensor.

### **3. Warranties and Disclaimer**

The Resource is licensed by the Licensor "as is" and without any warranty of any kind, either express or implied, whether of title, of accuracy, of fitness for purpose, or otherwise.

### **4. Limit of Liability**

Subject to any liability which may not be excluded or limited by law, the Licensor shall not be liable for, and expressly excludes, all liability for loss or damage however and whenever caused to anyone by any Use under this Licence, whether by You or by anyone else, and whether caused by any fault on the part of the Licensor or not. If liability may not be excluded by law, it is limited to actual and direct financial loss to the extent it is caused by proved gross negligence on the part of the Licensor.

### **5. Termination**

**5.1** Any breach by You of the terms of this licence (for example, by distributing the Resource) entitles the Licensor to send You a termination notice within 15 days from the breach. You are entitled to provide a written objection to this notice within 15 days

and in case there is no acceptance by the Licensor the termination takes effect within 15 days of Your response.

**5.2** If You are not in breach of the terms of this licence, the Licensor may not terminate Your rights under it.

**5.3** Unless terminated under clause 5.1, this Licence is granted to You for the duration of any rights in the Resource as mentioned in 2. above.

## **6. General**

**6.1** If any provision of this Licence is held to be invalid or unenforceable, that shall not affect the validity or enforceability of the remainder of the terms of this Licence.

**6.2** This Licence is the entire agreement between the parties with respect to the Resource licensed here. It replaces any earlier understandings, agreements or representations with respect to the Resource not specified here.

**6.3** If You are in breach of the terms of this Licence (for example, by distributing the Resource) You will not be entitled to rely on the terms of this Licence or to complain of any breach by the Licensor.

**6.4** In case of any dispute arising in relation to the License, the competent courts are those of [COUNTRY NAME] and the applicable laws are those of [COUNTRY NAME].

**The Licensor:**

**The Licensee:**

*The Notice below is not part of this licence.*

#### META-SHARE NOTICE

META-SHARE is not a party to this Licence, and makes no warranty whatsoever in connection with the Resource. META-SHARE will not be liable to You or any party on any legal theory for any damages whatsoever, including without limitation any general, special, incidental or consequential damages arising in connection to this licence. Notwithstanding the foregoing two (2) sentences, if META-SHARE has expressly identified itself as the Licensor hereunder, it shall have all rights and obligations of Licensor.

Except for the limited purpose of indicating to the public that the Resource is licensed under the META-SHARE Licence, neither party will use the trademark "META-SHARE" or any related trademark or logo of META-SHARE without the prior written consent of META-SHARE. Any permitted use will be in compliance with META-SHARE's then-current trademark usage guidelines, as may be published on its website or otherwise made available upon request from time to time.