

INDIVIDUAL, 12-MONTH, RESEARCH-USAGE LICENCE AGREEMENT
FOR THE J.D.POWER SENTIMENT CORPUS

between

J.D. Power and Associates (the Proprietor)

and

GIVEN NAME:

SURNAME:

INSTITUTION:

ADDRESS:

CITY:

ZIP:

COUNTRY:

EMAIL:

TEL:

FAX:

(the User)

whereas:

A. The JDPA mentions, co-reference, meronymy and sentiment corpus is a collection of textual data and documentation containing linguistic annotations and software tools for their processing as described in documentation, developed at and by the Proprietor. Henceforth referred to as "the corpus".

B. The Proprietor is the copyright holder of the corpus and is entitled to grant a license to the User.

C. The User is an individual at an academic, educational or research institution, wishing to make use of the corpus and software tools for research and/or education purposes only.

It is hereby agreed as follows:

1. The User is granted a non-exclusive license to use, modify, enlarge or enrich the corpus to extract information directly or indirectly in any form and volume, provided that the corpus itself or any derivative work is used only by the User herself/himself for research and/or educational purposes only, and provided she/he is continuously observing all the terms and conditions contained in this Agreement.

2. The User shall not use the corpus itself or any derivative work (including but not limited to statistics obtained by using it or any derivative work thereof) based on it (however small the contribution of the corpus to such derivative work is) in whatever form for commercial purposes of any kind, nor for a deployment in any routinely used application, regardless whether it is of commercial nature or not.

3. The User shall include the following notice in all publications or publicly available materials, regardless of their form (printed, electronic, or other), describing work which uses the corpus: "The JDPA mentions, coreference, meronymy and sentiment corpus (the "Corpus") has been developed by J.D. Power and Associates (<http://www.jdpower.com>) and is the sole and exclusive intellectual property of J.D. Power and Associates." In the case of printed materials, such as papers, journal articles, etc., one publication most suitable for reference with regard to User's work should be included from the list in the documentation; in the case of electronic publications on the Internet, the reference to the aforementioned web page should be included as a web link. Text examples and citations from the corpus or any derivative work (regardless whether they include any annotations or not) are limited to 250 words per publication or series of publications on the same topic (whether printed, electronic, or in any other form).

The User shall inform the Proprietor of any publication she/he publishes that uses or refers to the corpus by sending:

- (i) full bibliographical details in electronic form and
- (ii) an electronic copy, an offprint or a photocopy of the publication (or of a relevant chapter/section in the case of a larger publication such as a book).

4. The User agrees not to re-distribute or otherwise make publicly available the corpus, or any derivative work based on it as described in paragraph 2, to a third party without a prior written permission of the Proprietor, with the exception of examples and citations as described in paragraph 3.

5. The User undertakes to adopt reasonable security measures needed to protect the Proprietors' copyright or other intellectual property rights and undertakes to take all reasonable steps to ensure that no unauthorized use is made of the corpus and of any copies, derivative works or extracts thereof.

6. This corpus and software is provided by the copyright holders and contributors "as is" and any express or implied warranties, including, but not

limited to, the implied warranties and fitness for a particular purpose are disclaimed. In no event shall the Proprietor be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, loss of use, data, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this corpus and/or software, even if advised of the possibility of such damage.

7. Should the User by itself or anyone acting on its behalf fail to comply with any of the conditions in this agreement (save with the written consent of the Proprietor) this agreement shall terminate immediately and corpus and software, its copies and derivative works based on it shall be deleted/destroyed at the User's site and at all sites under his control. Such termination shall be without prejudice to any claim which the Proprietor may have either for monies due and/or damages and/or otherwise.

8. Failure by the Proprietor 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.

9. This agreement is valid for 12 months after the later of the two dates associated with the signatures of the User and Proprietor.

9. This agreement terminates if:

(i) the 12 months term of usage expires;

(ii) the User destroys all copies of the corpus and software or any derivative work thereof;

(iii) the User ceases to exist. This license is not transferrable even if other obligations of the User are transferred to a new entity;

(iv) the Proprietor ceases to exist without a legal successor.

10. The Proprietor shall keep the information about the User and may disclose the name of the User and or the name of the Institution of the User to other parties.

11. This agreement is governed by the laws of the State of California, U.S.A. and all disputes concerning this agreement will be resolved by its jurisdiction.

User's signature:

User's full name:

User's institution:

Date:

On behalf of the Proprietor:

Signature:

Name:

J.D. Power and Associates
2625 Townsgate Road
Westlake Village, CA 91361
U.S.A.

Date:
