

User License Agreement for USC-SFI MALACH Interviews and Transcripts English LDC2012S05

Application by an Organization to use **USC-SFI MALACH Interviews and Transcripts English LDC2012S05** distributed by the **Linguistic Data Consortium (LDC)**

McMaster University (“User”),
an organization engaging in language education, research and technology development agrees to use the data designated as **USC-SFI MALACH Interviews and Transcripts English LDC2012S05** (the “Data”) and distributed by the LDC subject to the following understandings, terms and conditions.

1. Permitted and Prohibited Uses

1.1. The Data may only be used for linguistic education, research and technology development.

1.2. User shall not publish, retransmit, display, redistribute or reproduce the Data in any form, except that User may include limited excerpts from the Data in articles, reports and other documents describing the results of User’s linguistic education, research and technology development.

2. Copyright Notice and Disclaimer

2.1. The USC Shoah Foundation Institute owns the intellectual property rights, including copyrights, to its videotaped interviews (including audio excerpts), metadata and transcripts, collectively referred to below as USC Shoah Foundation Institute Information, contained in the Data. All rights are reserved by the USC Shoah Foundation Institute.

2.2. USC Shoah Foundation Institute Information involves privacy interests and is not in the public domain. Unauthorized copying, downloading, recording, or publication of USC Shoah Foundation Institute Information, in whole or in part, except as allowed in Section 1 of this agreement, is strictly prohibited and may subject an individual or

entity to penalties for copyright infringement.

2.3. Except as allowed in Section 1 of this agreement, all users agree that any use or publication of information from USC Shoah Foundation Institute interviews in excess of "Fair Use" as specified under 17 USC § 107 and "Fair Practice" as specified under Article 10 of the Berne Convention, requires the prior written permission from the USC Shoah Foundation Institute.

2.4. USER ACKNOWLEDGES AND AGREES THAT **THE DATA** IS PROVIDED ON AN "AS-IS" BASIS AND THAT LDC AND ITS HOST INSTITUTION THE UNIVERSITY OF PENNSYLVANIA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY WITH WHATEVER DOCUMENTATION IS PROVIDED. IN NO EVENT SHALL LDC OR ITS HOST INSTITUTION BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, INCIDENTAL OR OTHER DAMAGES, LOSSES, COSTS, CHARGES, CLAIMS, DEMANDS, FEES OR EXPENSES OF ANY NATURE OR KIND ARISING IN ANY WAY FROM THE FURNISHING OF, OR USER'S USE OF, **THE DATA**.

2.5. THE USC SHOAH FOUNDATION INSTITUTE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING USC SHOAH FOUNDATION INSTITUTE INFORMATION. THE USC SHOAH FOUNDATION INSTITUTE DOES NOT VERIFY THE ACCURACY OF THE INFORMATION IN THE VIDEOTAPED INTERVIEWS. SUCH INFORMATION MAY INFRINGE UPON PRIVACY, OR INTELLECTUAL PROPERTY RIGHTS OF OTHER PERSONS OR ENTITIES, AND MAY CONTAIN DEFAMATORY COMMENTS OR MATERIAL OWNED BY THIRD PARTIES.

For McMaster University

Signature Janice Adlington Date May 8, 2012

Name JANICE ADLINGTON Title Collections & Information Resources Librarian

For LDC:

Christopher Cieri

Executive Director