GERMANET DATA COMMERCIAL LICENSE AGREEMENT

Between:

<INSTITUTE>

<ADDRESS>

<represented by >

duly authorised to sign this Agreement,

hereinafter referred to as the LICENSEE of GERMANET DATA,

and

Seminar für Sprachwissenschaft

Abt. Computerlinguistik

Eberhard-Karls-Universität Tübingen

Wilhelmstr. 113

D-72074 Tübingen

Tel. +49 (0)7071 297 5446

Fax. +49 (0)7071 550 520

represented by Prof. Dr. Erhard W. Hinrichs, Director,

hereinafter referred to as the LICENSOR of GERMANET DATA,

the following Agreement is made, and shall be effective as of
<Month, Day, Year>

LICENSE CONDITIONS

DEFINITIONS

a. "Agreement" shall mean this entire agreement which is composed of the 23 clauses herein together with Appendices B and C thereafter.

b. "GERMANET DATA" as described in APPENDIX B, are the results of the SLD project, funded by the Ministerium für Forschung, Bildung und Kunst Baden-Württemberg. The GERMANET DATA are property of the LICENSOR, the Seminar für Sprachwissenschaft, Abt. Computerlinguistik, represented by Prof. Erhard Hinrichs, as legal copy right holder of GERMANET.

c. "Software" shall mean proprietary GERMANET DATA software, including all versions, updates, releases, derivative works, modifications and documentation relating thereto or thereof that may be provided by LICENSOR to LICENSEE.

d. "Derived product or service" shall mean any derivative work that is based on the GERMANET DATA, such as revision, enhancement, modification, translation, localization, abridgement, condensation, expansion, or any other form into which the GERMANET DATA may be transformed or that, if prepared without the authorization of the owner of the copyright in such preexisting work, would constitute a copyright infringement.

GRANT

1. The LICENSOR of the GERMANET DATA hereby grants to LICENSEE a non-exclusive COMMERCIAL LICENSE, subject to the terms of this Agreement.

COMMERCIAL LICENSE

2. LICENSOR grants LICENSEE a non-exclusive right to create derivative products or services from the GERMANET DATA for the purpose of internal research and/or internal technology development as well as a non-exclusive right to distribute and market, according to LICENSEE's commercialisation policies, any derived product or service based on the GERMANET DATA by LICENSEE in accordance with the purposes of distribution agreed herein.

OBLIGATIONS

3. LICENSEE undertakes to treat as confidential and keep secret any information about or related to the Software conveyed to the LICENSEE by LICENSOR.

4. LICENSEE untertakes to respect LICENSOR's intellectual property rights with regard to the GERMANET DATA. These include all trademarks, tradenames, good will associated with trademarks and tradenames, copyrights, patents, trade secrets, know how, rights of confidentiality and confidence, and any other intellectual property rights and all applications for any of the above or any registration thereof.

5. The GERMANET DATA shall neither be assigned nor sub-licensed to any other third party or joint venture partner by the LICENSEE.

6. LICENSEE grants LICENSOR the right to publicly disclose the existence of this Agreement in LICENSOR's public documentation, including but not limited to information on GermaNet website or in GermaNet leaflets.

7. LICENSEE shall inform LICENSOR in written form about resources, products and services based on GERMANET DATA. Any such derived resources, products and services based on GERMANET DATA shall include the following copyright note: GermaNet Copyright © 1996,2001 by University of Tübingen.

8. LICENSEE agrees to acknowledge the use of the GERMANET DATA in all publications reporting on results obtained with the help of the GERMANET DATA and to give appropriate references to LICENSOR in scholarly literature when the GERMANET DATA are mentioned. The GERMANET DATA shall be cited as follows: GermaNet Copyright © 1996,1999 by University of Tübingen.

9. LICENSEE shall ensure that no persons or institutions other than persons that are in the employ of LICENSEE or that are members of a research and/or development project conducted on the premises of LICENSEE will get access to the GERMANET DATA or parts thereof. Other persons or institutions seeking to use the GERMANET DATA for research purposes or commercial purposes should be directed to LICENSOR for license agreements.

10. LICENSEE may only use the GERMANET DATA on multi-user computer systems housed on the premises of LICENSEE and may archive a suitable number of back-up copies of the GERMANET DATA.

11. LICENSEE shall not, without the authorization of LICENSOR, make available to the public all or a substantial part of the contents of the GERMANET DATA, evaluated quantitatively and/or qualitatively, by the distribution of copies, by renting, leasing or any other form of distribution.

12. LICENSEE shall not, without the authorization of LICENSOR, make the GERMANET DATA available to third parties in any form that allows to reconstruct the original data.

13. GERMANET DATA are provided to LICENSEE "as is", without any warranty and without any guaranty of its usability. LICENSOR excludes all liability of whatsoever nature for direct, consequential or indirect loss or damage suffered by the LICENSEE in connection with the distribution of GERMANET DATA.

PAYMENT

14. LICENSOR will pay LICENSEE a license fee and/or royalty as defined in APPENDIX A. LICENSEE shall be responsible for all taxes which may be assessed, levied, or imposed with respect to any payments under this agreement by LICENSEE to LICENSOR.

15. LICENSOR will offer LICENSEE updates of the GERMANET DATA, as these become available for distribution. Any such updates of the GERMANET DATA will be subject to the same licensing conditions that are stated in this Agreement. LICENSOR has the right to claim an additional fee for updates which are considered qualitatively or quantitatively substantial.

DISTRIBUTION

16. GERMANET DATA will be distributed within thirty (30) days after the effective date on CD-ROM or any other medium the partners agree upon.

TERM

17. The term of this LICENSE shall be concluded for an undetermined period of time.

TERMINATION

18. LICENSOR may terminate this LICENSE upon LICENSEE's material breach of conditions which has not been remedied within twenty (20) days of written notification of such breach.

RIGHTS

19. All rights not specifically granted in this LICENSE are reserved by LICENSOR.

20. LICENSOR confirms that LICENSEE is exempt from obligations which originate from the rights of third parties.

21. Neither party shall be held responsible for any delay or failure to perform any of its obligations caused by "force majeure". Should such event occur, the party experiencing such delay is obliged to inform the other party thereof.

MODIFICATION OF LICENSE

22. This LICENSE can only be modified by further formal Agreement in writing between LICENSOR and LICENSEE.

DISPUTES

23. This LICENSE shall be governed by German Law. Place of jurisdiction is Tübingen.

The entire Agreement is composed of the 23 clauses herein together with Appendices A, B and C thereafter.

In witness whereof, intending to be bound, the parties here to have hereunder set their hands and executed this LICENSE by their duly authorized representatives:

AUTHORIZED SIGNATURES :

_____   _____
On behalf of **LICENSEE**   On behalf of **LICENSOR**
Name: Name: Erhard W. Hinrichs
Title: Title: Professor and Director

Date: Date:

APPENDIX A: **Price schedule in EURO**

GERMANET DATA Release/Size of Wordnet	Commercial License	Internal-R&D-License	Academic-Research License
Release 3.0 (34 173 Synsets, 29.01.2001)	upon request	4000*	250*
price of Release 3.0 for EWN-German WN licensees	upon request	1750*	100*
Release 4.0 (41 777 Synsets, 12.10.2001)	upon request	5000*	300*
price of Release 4.0 for EWN-German WN licensees	upon request	2750*	150*

* LICENSEE will be liable for all handling charges (including commission and expenses) imposed by LICENSOR's bank on any international money transfer by LICENSEE to LICENSOR: 25,56 EURO.

APPENDIX B: **GERMANET DATA** description:

GermaNet is an on-line lexical-semantic database for German that has been structured along the same lines as the Princeton WordNet for English.

GermaNet models nouns, verbs, and adjectives in their basic semantic relations like hyponymy, meronymy, and antonymy, and constitutes a basic resource for word sense disambiguation within NLP applications.

The GermaNet data have been built within the SLD project, funded by the MBFK of the Land Baden-Württemberg, under the direction of Erhard Hinrichs and Helmut Feldweg.

Furthermore, Valérie Béchet-Tsarnos, Birgit Hamp, Michael Hipp, Claudia Kunze, Karin Naumann, Susanne Schüle, Rosemary Stegmann, Christine Thielen and Andreas Wagner participated in the construction of GermaNet.

The **GERMANET DATA** consist of the following modules:

data files (data.nomen, data.verb, data.adj) and **index files** (index.nomen, index.verb, index.adj) which

are accessed by the retrieval software.

These files provide the following pieces of information for each synset:

- set of variants or synonyms making up the synset as basic unit of the wordnet
- part-of-speech
- semantic relations to other synsets
- usage labels (optional)
- glosses (optional)
- examples (optional)
- verb frames

GermaNet is still under development, and its coverage is constantly being extended. The current size of the database is (12.10.2001):

27 824 noun synsets

8 810   verb synsets

5 141   adjective synsets incl. pertainyms

2   adverb synsets

41 777 synsets

60 646 synonyms in synsets

APPENDIX C: Description of supporting software and licensing conditions

Princeton University has developed and made available supporting software for WordNet 1.5 and WordNet 1.6. The WordNet 1.5 software and its documentation have been adapted by the Abt. Computerlinguistik of the Seminar für Sprachwissenschaft at the Eberhard-Karls-Universität Tübingen so that it can be used in conjunction with the GERMANET DATA. The adaptions were developed and tested for UNIX systems.

The following software modules are available:

- *libwng.a:* This a C library which provides functions and data structures to access the GermaNet database in a C program.
- *gwn:* This is a command line interface to the GermaNet database. The program retrieves information about a word (e. g. the synsets which contain that word, information associated with these synsets (glosses etc.), or the synsets which are linked to these synsets by a certain type of semantic relation) from the GermaNet database and displays this information on the terminal.
- *gxwn:* This is an X Window interface to the GermaNet database. It implements the same search options as gwn, but provides a Window interface that makes it possible to select the options via

menu buttons.

The software package comprises the source codes and makefiles for compilation and installation.

These software modules will be made available to LICENSEE under the following licensing conditions that have been issued by Princeton University:

This software and database is being provided to you, the LICENSEE, by Princeton University under the following license. By obtaining, using and/or copying this software and database, you agree that you have read, understood, and will comply with these terms and conditions:

Permission to use, copy, modify and distribute this software and database and its documen-tation for any purpose and without fee or royalty is hereby granted, provided that you agree to comply with the following copyright notice and statements, including the disclaimer, and that the same appear on ALL copies of the software, database and documentation, including modifications that you make for internal use or for distribution.