

NRC Sentiment Lexicons Single Product End-User Licence Agreement

READ THIS END-USER LICENCE AGREEMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. BY USING THE NRC SENTIMENT LEXICON(S), YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT CLICK THE "ACCEPT" BUTTON. A REFUND WILL NOT BE PROVIDED IF YOU HAVE CLICKED THE "ACCEPT" BUTTON.

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1. DEFINITIONS

- 1.1 "Agreement"** means this End-User Licence Agreement between You and the National Research Council of Canada.
- 1.2 "Intellectual Property Rights"** means any and all intellectual property rights recognized by law, including but not limited to, intellectual property rights protected through legislation.
- 1.3 "Licensed Product"** means the Sentiment Lexicons, including any modification You may have made to the Sentiment Lexicons you downloaded from NRC.
- 1.4 "NRC"** means the National Research Council of Canada, a departmental corporation of the Government of Canada.
- 1.5 "Single Product"** means a software product designed and programmed by You that executes on a specific processor architecture family (including but not limited to the x86-64, XScale, or the Java Virtual Machine) and on a operating system family (including but not limited to Microsoft Windows, Apple OS X, Linux, etc.) and that you offer under a single name and single configuration.
- 1.6 "You"** means the natural or legal person in whose name the Licensed Product is purchased. The possessive adjective "Your" and "Yourself" has a corresponding meaning.

2. GRANT OF LIMITED LICENCE

- 2.1 Limited Licence Grant:** In consideration of receipt by NRC of the licence fee and Your acceptance of the terms and conditions of this Agreement, NRC grants to You, and You accept, a royalty-free, non-exclusive and limited licence to use the Licensed Product only in the manner described under the heading "USAGE AND RESTRICTIONS".

3. USAGE AND RESTRICTIONS

- 3.1 Restrictions:** Use of the Licensed Product is personal to You and You will not give access to or disclose, either in whole or in part, the Licensed Product to any other party without the prior written consent of NRC. You may not rent or license the use of the Licensed Product nor otherwise permit third parties to use the Licensed Product. You may however allow Your employees, contractors, and consultants to use the Licensed Product for Your personal use. Notwithstanding the preceding, You may incorporate or use the Licensed Product in a Single Product provided the Licensed Product may not be extracted or reversed engineered from Single Product in a way that it could be used by Your end-users independently from Your Single Product. Subject to the provisions herein, You may distribute any number of copies of the Single Product that incorporates or makes use of a portion or the whole the Licensed Product or offer Your application as under a Software as a Service (SaaS) model, whether for free or for a fee, and whether in source code form or other form of Your choice. However, You acknowledge and agree that the restrictions imposed herein may prohibit the distribution of Your application under certain open source licences. The restrictions herein do not apply to Your modifications of the Sentiment Lexicons You downloaded from NRC when and only when those modifications are separate from the Licensed Product, for example, when they are distributed as patch files to be applied to the Sentiment Lexicons downloaded from the NRC.
- 3.2 Backups:** You may make a single copy the Licensed Product for backup or archival purposes.
- 3.3 Proprietary Notices:** You will ensure that any copyright notices, trademarks or other proprietary right notices placed by NRC on the Licensed Product remains in evidence and are reproduced on any whole or partial copy of the Licensed Product.

4. TITLE AND INTELLECTUAL PROPERTY RIGHTS

- 4.1 Title:** All Intellectual Property Rights in and to the Licensed Product shall remain the property of NRC. This Agreement does not give You any ownership rights to the Licensed Product. All proprietary interests, rights, unencumbered titles, copyrights, or other Intellectual Property Rights in the Licensed Product and all copies thereof remain at all times with NRC.

5. ACKNOWLEDGEMENT

- 5.1** If you use a lexicon in a product or an application, please credit NRC by stating the name of the lexicon used and mentioning that it was created by the National Research Council Canada. If your project has an "about the project" page, then that is the recommended location where this acknowledgment can be made.

6. MAINTENANCE AND SUPPORT

- 6.1 No Maintenance or Support:** You hereby understand and agree that NRC is under no obligation whatsoever to provide maintenance or support for the Licensed Product, or to notify You of changes or upgrades to the Licensed Product, if any.

7. LIMITED WARRANTY

- 7.1 Limited Warranty:** NRC warrants that it is the owner of the Licensed Product, and has the right and authority to grant to You this licence to the Licensed Product. NRC warrants that the Licensed Product does not infringe any copyright or violate any obligation of confidentiality. No

other verbal or written information provided by NRC will create a warranty, and You will not rely on such information. NRC does not warrant, guarantee, accept any condition or make any representation that the Licensed Product will meet Your requirements. It is Your responsibility to satisfy Yourself prior to entering into this agreement that the Licensed Product will meet Your requirements. No failure of any part of the Licensed Product to be suitable for Your requirements will give rise to any claim against NRC.

7.2 DISCLAIMER: NRC MAKES NO REPRESENTATION AND GIVES NO WARRANTY OF ANY KIND WITH RESPECT TO THE ACCURACY, USEFULNESS, NOVELTY, VALIDITY, SCOPE, COMPLETENESS OR CURRENCY OF THE LICENSED PRODUCT AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PRODUCT, OR THAT THE LICENSED PRODUCT IS ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED.

8. LIMITATION OF LIABILITY

8.1 LIMITATION OF LIABILITY. YOU WILL NOT MAKE CLAIMS OF ANY KIND WHATSOEVER UPON OR AGAINST NRC, EITHER ON YOUR OWN ACCOUNT OR ON BEHALF OF ANY THIRD PARTY, ARISING DIRECTLY OR INDIRECTLY OUT OF YOUR USE OF THE LICENSED PRODUCT. IN NO EVENT WILL NRC BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION OF CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), FOR ANY LOSSES OR DAMAGES INCURRED BY YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE LICENSED PRODUCT REGARDLESS OF WHETHER YOU HAVE ADVISED NRC OR NRC HAS ADVISED YOU OF THE POSSIBILITY OF SUCH DAMAGES. NRC'S AGGREGATE LIABILITY IN RESPECT OF ANY AND ALL CLAIMS WILL BE LIMITED TO THE PRICE PAID BY YOU TO ACQUIRE LICENCES TO THE LICENSED PRODUCT.

9. TERM AND TERMINATION

9.1 Effective Date and Duration: This Agreement becomes effective once You accept its terms and conditions and remains in effect for the lifetime of the specific version of the application or system that incorporates or use the Licensed Product.

9.2 Termination: Notwithstanding section 8.1, this Agreement terminates automatically and immediately by reason of default if You commit or permit a breach of any of its terms and conditions. Upon such termination You will cease all use of the Licensed Product, destroy all copies of the Licensed Product in Your possession, and cease distributing applications that incorporate or make use of the Licensed Product.

9.3 Surviving Obligations: Upon the termination of this Agreement, for whatever reason, the obligations of NRC hereunder shall immediately cease, and Your obligation under Articles 4 ("TITLE"), 7 ("LIMITED WARRANTY"), 8 ("TERM AND TERMINATION") and 10 ("GENERAL PROVISIONS") hereof will survive termination of this Agreement and will continue in full force and effect thereafter.

10. GENERAL PROVISIONS

- 10.1 Interpretation of Agreement:** This Agreement constitutes the entire agreement between You and NRC concerning the Licensed Product and it supersedes any prior agreement or representation. No amendment or waiver of terms in this Agreement is effective unless it is in writing, signed by both parties hereto.
- 10.2 Titles and Headings:** The titles and headings used in this Agreement are included for convenience of reference only and are not to be used for purposes of construction or interpretation.
- 10.3 Number and Gender:** Where the context permits, the singular includes the plural, and the masculine includes the feminine and vice versa.
- 10.4 Applicable Laws and Jurisdiction:** This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to its rules on the conflict of laws. The parties shall submit all disputes arising out of or in connection with this Agreement to the jurisdiction of the courts of the Province of Ontario, and all courts competent to hear appeals therefrom. The Parties expressly exclude any conflict of laws rules or principles that might refer disputes under this Agreement to the laws of another jurisdiction.
- 10.5 Equitable Relief:** You agree that any breach of this Agreement by You could cause irreparable damage to NRC, and that, in event of such breach, in addition to any and all remedies at law, NRC will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of the terms of this Agreement.
- 10.6 Assignment:** This Agreement, and any licence granted pursuant to it, is personal to the parties, so that neither its assignment, nor its assumption by a corporation formed by amalgamation of a party with a third party, is valid except by written consent of all parties, which consent shall not be unreasonably withheld.
- 10.7 No Joint Venture / Licensee not an Agent or Partner:** This Agreement does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Neither party has the authority to act on behalf of any other party, or to commit any other party in any manner at all or cause any other party's name to be used in any way not specifically authorized by this Agreement.
- 10.8 Severability:** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision or part thereof shall be deemed severed herefrom and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.