

End User Agreement (Commercial Use)

(To be completed by End User)

We, _____ (hereinafter referred to as “End User”), hereby apply for registration as a commercial End User of the following corpora of “Cantonese Data Resources” (please put a tick (√) where appropriate):

Part I	Licence Fee
<input type="checkbox"/> CUCall™ Cantonese Sentences (Version 1.0) – fixed-line (2 CDROM)	HK\$40,000
<input type="checkbox"/> CUCall™ Cantonese Sentences (Version 1.0) – mobile (2 CDROM)	HK\$40,000
<input type="checkbox"/> CUCall™ Cantonese Digits & Words (Version 1.0) – fixed-line (3 CDROM)	HK\$24,000
<input type="checkbox"/> CUCall™ Cantonese Digits & Words (Version 1.0) – mobile (3 CDROM)	HK\$24,000

Part II	
<input type="checkbox"/> CUCall™ Cantonese Speech of Different Speaking Styles (Version 1.0) – fixed-line (2 CDROM)	HK\$40,000
<input type="checkbox"/> CUCall™ Cantonese Speech of Different Speaking Styles (Version 1.0) – mobile (2 CDROM)	HK\$40,000
<input type="checkbox"/> CUCall™ Putonghua Speech (Version 1.0) – fixed-line & mobile (1 CDROM)	HK\$15,000

Total _____

(hereinafter jointly and severally referred to as “Corpora”) for the grant of a licence from The Chinese University of Hong Kong (hereinafter referred to as “University”) on the terms and conditions as set out in the SCHEDULE. It is expressly agreed that the Schedule shall form part of this Agreement.

Intended Use of Corpora: For scientific research and product development, including for commercial purposes

We enclose our bank draft for _____ made to the order of “The Chinese University of Hong Kong” in payment of the licence fee and delivery of the Corpora by courier.

Signed by: _____ Name: _____

Date: _____ Title: _____

Address: _____

Email: _____ Tel No.: _____ Fax No.: _____

(To be completed by University)

The University hereby confirms your registration as a commercial End User of the Corpora as selected above and agree to grant and provide the requested licence on the terms and conditions set out in the Schedule attached hereto effective from _____ (herein referred to as “Commencement Date”).

 for and on behalf of
THE CHINESE UNIVERSITY OF HONG KONG
 Ngan, Alice Man Wai (Ms)
 Director, Research and Technology Administration Office

SCHEDULE (Commercial Use)

1. LICENCE OF CORPORA

- a) In return for the payment of the applicable fees, the University hereby grants to End User and End User hereby accepts from University, effective from the Commencement Date, a non-exclusive, non-transferable licence to use the Corpora for a period of ten (10) years. The licence is limited to the Intended Use of Corpora as specified in the End User Agreement.
- b) Where the use of the Corpora on a computer network is desired, End User further agrees to purchase such number of copies of the Corpora equal to the maximum number of copies of the Corpora in use on that network at any one time. End User agrees not to load the Corpora onto a network server for the purpose of distribution to one other or more computer(s) on that network or to effect such distribution.
- c) Save for the permission in writing granted by University pursuant to Clause 1e), End user shall not rent, lease, sub-lease, loan, copy, modify, translate, disassemble the Corpora (and the data thereof) to create derivative works or any other works in the nature of a Cantonese speech database based on the whole or any part of the Corpora, or reproduce or deal in the Corpora or any part thereof in any way. University shall have the sole discretion to determine from time to time whether the aforesaid derivative works or any other works created by the End User are in the nature of a Cantonese speech database. End User may make one copy of the Corpora solely for backup or archival purposes or transfer the Corpora to a single hard disk provided the copy of the Corpora is used solely for backup or archival purposes.
- d) University agrees that End User may publish articles reporting the results of any scientific research based on whole or part of the Corpora in professional publications. End User agrees to acknowledge the source of the Corpora in any publication reporting on his use of it.
- e) Subject to Clause 1c), End user may make use of the data of the Corpora in designing and producing the essential parameters forming part of its own work product(s), including for commercial purposes provided that End user shall affix the proprietary notice (as stipulated in the Clause 4 of this Agreement) to the relevant product or its packaging.
- f) End User shall take all such steps as are reasonable or necessary to keep confidential all data and information contained in the Corpora and shall not release such data or information to any party or put it into the public domain without the prior written consent of the University.

2. WARRANTY

- a) University warrants to replace the disk(s) embodied with the Corpora delivered to End User IF any physical damage is found on such disk(s) AND PROVIDED THAT End User shall inform University of such damage within sixty (60) days from the date of University's delivery of the Corpora to End User. This limited warranty shall be void if failure of the Corpora has resulted from accident, abuse or misapplication caused by End User. This warranty shall apply to any replacement disk(s) for the remaining of the original sixty (60) days warranty period or for thirty (30) days from the date such replacement disk(s) is delivered to End User, whichever is longer.
- b) Other than as stipulated in Clause 2a) above, any statement, condition or warranty, express or implied, statutory or otherwise, as to the quality, merchantability, or suitability or fitness for any particular purpose of the Corpora is hereby excluded and University shall not be liable to End User or any other persons for loss or damage (whether directly, consequentially or incidentally) arising directly or indirectly in connection with the Corpora. University does not warrant that the files or data contained in the Corpora are free from any virus (whether in existence now or to be discovered in the future). The liability of University to End User is limited exclusively to replacement of the disk(s) or return of the licence fee paid under this Agreement.

3. TERMINATION

This Agreement may be terminated by the non-defaulting party in the event of breach of this Agreement by the other party. End User agrees that the only remedy available to End User upon termination of this Agreement shall be the refund of the licence fees from University to End User and End User shall not claim against University for any loss or damage arising from and/or in connection with such termination. Upon termination of this Agreement due to the breach of this Agreement by End User, End User shall return or destroy all copies of the Corpora thereof within a reasonable time.

4. INTELLECTUAL PROPERTY OWNERSHIP

End User agrees that the copyright and other intellectual property rights of whatever nature in the Corpora (and all programs thereof) are and shall remain the property of University and University reserves the right to grant licences to third parties to use the same at all times.

Proprietary Notice CUCall™ © 2003 The Chinese University of Hong Kong

5. INDEMNITY

End User shall fully indemnify and keep indemnified University against any and all costs, damages or losses incurred and/or suffered by University as a result of any claim, action or proceedings against University relating to or in connection with use of or other exploitation by End User or any of its Sub-Licensee of the Corpora licensed to it pursuant to this Agreement.