

SIWIS DATABASE END USER LICENSE AGREEMENT

1. Scope

This End User License Agreement (hereinafter: "License") is granted by The University of Geneva, 24 Rue du Général Dufour, CH 1211 Genève 4, Switzerland (hereinafter: "Licensor") to the End User.

2. Material under License

The material under License (hereinafter: "Database") is a database composed of speech recordings in German, French, English and Italian, produced voluntarily by bilingual speakers. The database contains the actual data as well as any derivative work, products or services based on all or part of the data. In this document, the term "Database" denotes both the actual data as well as the interface to the data.

All data contained within the database have been collected and processed in accordance with the laws applicable in Switzerland. This database has been released for sole scientific, non-commercial use by the University of Geneva. The data was recorded on the site of the University of Geneva. The data is stored and maintained by the University of Geneva.

3. Copyright

The Database is the sole property of the Licensor and is protected by copyright. The Licensor reserves all rights to use in any way and distribute the Database. The Database shall remain the exclusive property of the Licensor. The End User acquires no ownership, rights or title of any kind in all or any parts with regard to the Database.

4. License

Subject to prior identification of the End User and signature of this License, the Database is freely available to the benefit of the End User. The Licensor grants to the End User the right to use the Database, for its own internal and non-commercial use and for the purpose of scientific research only.

The End User shall respond for any infringement of the present License by one of their subsidiaries and/or student's. The End User may only disclose, give access, and/or transfer the rights related to the Database to subsidiaries and/or students, under the following conditions:

1. a copy of the present License has already been transferred to them;
2. the subsidiaries/students have fully read and understood all terms and conditions of the present License;
3. the access to the Database is granted under the close supervision of the End User;
4. the access to the Database is granted under the sole responsibility of the End User.

The Licensor grants to the End User the right to reproduce temporarily, to adapt, arrange and modify by any means the Database. The Licensor grants to the End User the right to rework and build upon the

Database, or any component thereof, as necessary or desirable for research or technology development activity and create derivative products or services for the End User's own internal research and development. The End User is permitted to make a copy of the Database for archiving only. This License gives no right of any kind to the End User over the Database. The License is deemed non-exclusive and non-transferable to third parties.

5. Access

The End User may only use the Database after this License has been signed and returned to the Licensor.

The Database is accessible online at the following address:

<http://www.unige.ch/lettres/linguistique/recherche/latl/>

6. Copyright assignment

The End User shall ensure that, in the event of a modification of the Database, the substance of the Material is not altered and that, the facility still operates, and performs whatever part of its purpose remains meaningful. Any violation of this clause will give rise to immediate legal prosecution.

The End User shall cooperate with Licensor in the process of assigning its rights to the Licensor and complete and/ or sign any documents required to complete such assignment. Under this assignment, Licensor shall be free to use, modify, commercialize and distribute the newly assigned rights free of charge without having to notify End User.

7. Distribution

The End User may not distribute the database in any way. Small portions may be distributed in publications as long as the publication complies with the terms stated in this EULA (article 10).

The user will forward all requests for copies of the Database at the following address:

siwis@unige.ch

8. Research

Research includes all type of scientific research, irrespective of the object under scrutiny, aimed at achieving a progress in science. This database was captured to develop the state-of-the-art in speech-to-speech translation technology and so it may be used freely to this purpose. Other research uses of this Database are encouraged. However, the End User must first obtain prior consent from the Licensor.

The End User may also use the Database for teaching and/or classroom use, as long as it complies with the terms stated in this EULA (article 10).

9. Commercial use

The user may not use the database for any commercial purposes. Commercial use of the Database includes, but is not limited to:

- Proving the efficiency of commercial systems;
- Testing commercial systems;
- Using screenshots of subjects from the Database in advertisements ;
- Selling data or making any commercial use of the Database;
- Broadcasting data from the Database.

Any violation of this clause will give rise to immediate legal prosecution by the Licensor. Any damages and/or unfair enrichment or the like of the End User due to the breach of the License shall be immediately restituted to the Licensor together with the derivative works, products and services based on all or part of the Database.

10.Publications

Publications include, but are not limited to:

- Research papers,
- Articles,
- Presentations for conferences or educational purposes,
- Technical reports.

All publications that report on research that use the Database will acknowledge this as follows:

"(Portions of) the research in this paper used the SIWIS Database made available by the University of Geneva, Switzerland." and should cite the following publication:

J.-P. Goldman, P.-E. Honnet, R. Clark, P. N. Garner, M. Ivanova, A. Lazaridis, H. Liang, T. Macedo, B. Pfister, M. S. Ribeiro, E. Wehrli and J. Yamagishi, "The SIWIS database: a multilingual speech database with acted emphasis," in Proceedings of Interspeech, San Francisco, USA, September 2016.

11.Illegal or criminal use of the Database

Any illegal or criminal use of the Database by the End User is strictly prohibited.

12.Legal Disclaimer

The Database is granted without any warranty. Licensor shall not be held responsible for any damage (physical, financial or otherwise) caused by the use of the Database. Licensor shall not be held responsible of any illegal or criminal use of the Database by the End User.

13.Jurisdiction

This License is subject to and interpreted in accordance with Swiss Law.

Any claim arising on the basis of this License shall exclusively be submitted to the Courts of Geneva, Switzerland.

14.Amendments

The Licensor is allowed to amend this License at any time without prior consent of the End User. The End User shall be informed about changes and given the choice to opt out of this License within 30 days to the Licensor at the following address:

siwis@unige.ch

Without any notice within 30 days and provided the amendment is not substantial, the amendment to the License will be fully applicable to the End User.

15.Warranty

The database comes without any warranty, the University of Geneva cannot be held accountable for any damage (physical, financial or otherwise) caused by the use of the database. No legal claims of any kind can be derived from accepting and using the Dataset. The University of Geneva will try to prevent any damage by keeping the database virus free.

The End User warrants that they are authorized signatory, adult and not legally forbidden to enter into this License. The End User warrants that they have read and understood all elements contained herein and that the signature apposed hereunder is the result of a fully aware decision.

By signing this License, the End User engages to strictly respect the conditions set forth herein and to respect all the laws applicable in Switzerland in relation to data and personality protection with regard to the data contained within the Database collected and processed by the Licensor.

I have read and understood the user agreement and will comply with it.

End-User (Authorized Signatory):

Organization Name (Institute, University, etc):

Organization Address :

Full Name (Block Letters):

Title / Function :

Email :

Date :

Signature :