

**Instructions and agreement to license the Transcriptions and Annotations Dataset for
TourSG Chinese Dialogues**

1. Please print the Licence Agreement appended below.
2. Furnish the following details in the Licence Agreement:
 - a. Signatory section: Authorised Signatory's Name, Designation and Department
 - b. License Registration Form: Licensee's Name, Company Registration, Company Registered Address, Telephone number, Fax number, E-mail and Address of Site
3. Have an appropriate signatory of the company sign on the Licence Agreement in the signatory section.
4. After completing the above, please make electronic payment for the amount indicated in the Licence Registration Form ['Licence Fee'] to:

Account name: Accelerate Technologies Pte Ltd
Bank name: Citibank N.A., Singapore
Bank Address: 8 Marina View #16-01 Asia Square Tower 1 Singapore 018960
Swift code: CITISGSG
Account Number: 0-815-319-001
Bank code: 7214
Branch code: 001
5. Please also return the signed copy of the Licence Agreement to:

Accelerate Technologies Pte Ltd
1 Fusionopolis Way
#19-10, Connexis North
Singapore 138632
Attention: Commercialisation Division (DT)
6. Upon clearance of the electronic payment, we shall provide the Software identified in the Licence Registration Form to the person and address indicated in the Licence Registration Form.
7. The terms and conditions of this Licence Agreement are non-negotiable. The Licence Fee is only applicable if these terms and conditions are not varied.

SOFTWARE USAGE LICENCE AGREEMENT

Accelerate Technologies Private Limited (Company Registration No. 199503187D) of 1 Fusionopolis Way #19-10 Connexis North, Singapore 138632 (“A*ccelerate”) is authorised to license or otherwise make available the Software described in the Licence Registration Form and its associated documentation by the lawful owner (“the Owner”) thereof. By completing and signing the License Registration Form, you agree to be bound by the terms and conditions of this Agreement that will govern your use of the Software. Once the Software is made available to you, A*ccelerate will not be obliged to refund you any monies paid under this Agreement.

1. Licence

1.1 In consideration of the mutual covenants and conditions set forth herein, and where applicable the Licence Fee stated in the Licence Registration Form, you are permitted to:

- (a) load the Software into and use it on not more than the number of computers stated in the Licence Registration Form, at the Site that are under your control;
- (b) transfer the Software from one computer to another provided it is used on not more than the number of computers stated in the Licence Registration Form at any one time; and
- (c) make up to two (2) copies of the Software for back-up purposes only in support of the permitted use. The copies must reproduce and include the Owner’s copyright notice; and
- (d) use the Software only at the Site, and for the Purpose stated in the Licence Registration Form.

1.2. You are not permitted:

- (a) to load the Software on to a network server;
- (b) except as expressly permitted by this Agreement and save to the extent and in the circumstances expressly required to be permitted by law, to rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of the Software or its associated documentation or use, reproduce or deal in the Software or any part thereof in any way.

2. Term

This Agreement is effective from Effective Date for the Term, as stated in the Licence Registration Form . It may also be terminated forthwith if you fail to abide by its terms. Upon termination you agree to destroy all copies of the Software and its documentation including any Software stored on the hard disk of any computer under your control.

3. Ownership

3.1 If provided with a CD/DVD MEDIA, you own only the CD/DVD MEDIA (or authorised replacement) on which the Software is recorded. The said CD/DVD MEDIA will be delivered by A*ccelerate to you (at no cost to you) within sixty (60) days after execution of this agreement. You shall destroy the CD/DVD MEDIA on termination of this Agreement. The Owner shall at all times retain ownership of the intellectual property rights in the Software as recorded on the original CD/DVD MEDIA and all subsequent copies thereof regardless of form. For avoidance of doubt, where the Software is provided to you via a web link, the Owner shall likewise at all times retain ownership of the intellectual property rights in the Software as provided via the web link, and all subsequent copies thereof regardless of form. This Agreement applies to the grant of the licence contained herein only and not to the contract of sale of the CD/DVD MEDIA. A*ccelerate’s warranties under this Agreement are available only to the original registered user (being the person who has completed and submitted to A*ccelerate the Licence Registration Form).

3.2 All title and intellectual property rights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music and text incorporated into the Software), belong to the Owner and the Owner also owns the accompanying documentation and any copies of the Software. You shall not do anything which might bring into question the Owner's ownership of the foregoing rights or their validity, or A*ccelerate's right to license the same.

4. Warranties And Indemnity

4.1 Where the Software is provided in a CD/DVD MEDIA, A*ccelerate warrants that the CD/DVD MEDIA on which the Software is supplied will be free from defects in materials and workmanship under normal use for a period of 30 days from the Effective Date ("the Warranty Period"). If a defect in the CD/DVD MEDIA shall occur during the Warranty Period it may be returned to A*ccelerate who will replace it free of charge.

4.2 A*ccelerate warrants that the Software will perform substantially in accordance with its accompanying documentation (provided that the Software is properly used on the computer and with the operating system for which it was designed) and that the documentation correctly describes the operation of the Software in all material respects. If A*ccelerate is notified of significant errors during the Warranty Period it will correct any such demonstrable errors in the Software or its documentation within a reasonable time.

4.3 The above represent your sole remedies for any breach of A*ccelerate's warranties, which are given only to the original registered user.

4.4 The express terms of this Agreement are in lieu of all warranties, conditions, undertakings, terms and obligations implied by statute, common law, trade usage, course of dealing or otherwise all of which are hereby excluded to the fullest extent permitted by law.

4.5 A*ccelerate and the Owner do not warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free or that defects in the Software will be corrected. You shall load and use the Software at your own risk and in no event will A*ccelerate or the Owner be liable to you for any loss or damage of any kind (except personal injury or death resulting from A*ccelerate's or the Owner's negligence) including lost profits or other consequential loss arising from your use of or inability to use the Software or from errors or deficiencies in it whether cause by negligence or otherwise except as expressly provided herein. In no event shall A*ccelerate's or the Owner's liability exceed the amount paid by you for the Software.

4.6 You shall indemnify A*ccelerate against all proceedings, costs, expenses, liabilities, injury, death, loss or damage arising out of the breach or negligent performance or failure in performance by you of the terms of this Agreement, or from the use of the Software and the associated documentation howsoever caused.

5. General

5.1 This Agreement contains the entire agreement between the parties with respect to the Software and the associated documentation. All other agreements respecting the subject matter hereof whether oral or written are void, including but not limited to terms and conditions stated on the Licensee's purchase orders or like documents.

5.3 This Agreement shall be interpreted and governed in accordance with the laws of Singapore and the Parties submit to the jurisdiction of the Singapore courts.

SIGNED by)
)
)
)
)
_____)
Name, Designation and Department of authorised signatory

Signature and Date

Licence Registration Form

Licensee's Name:

Company Registration No.:

Registered Address:

Tel. No.:

Fax:

E-mail:

Address of Site (if different from above):

Software: Transcriptions and Annotations Dataset for TourSG Chinese Dialogues

No. of Computers that on which Software is permitted under Clauses 1.1(a) and (b): 3 (three)

Licence Fee: Singapore Dollars S\$1,400, payable in full upon execution of this Licence Agreement

Purpose: Research

Effective Date:

Term: Perpetual