



## **Terms and Conditions for Data Listings on Enlight Exchange**

This agreement ("Agreement") sets forth the terms and conditions for data providers ("Data Providers") who wish to list their data in the data exchange ("Exchange") operated by Enlight Exchange LLC ("Company").

By accessing the Exchange and listing your data ("Data"), you agree to be bound by the terms and conditions outlined in this Agreement.

### **1. Data Listing and Description**

1.1 Data Listing: The Data Provider may submit general descriptions of its Data to be listed on the Exchange. The descriptions should provide relevant and accurate information about the nature and scope of the Data.

1.2 Anonymous Listing: All data listings on the Exchange are anonymous, and the identity of the Data Provider will not be disclosed to the data researchers ("Data Researchers") who access the Exchange, without the advance approval of the Data Provider.

1.3 Accuracy and Completeness: The Data Provider shall ensure that the information provided in the data listings is accurate, complete, and up-to-date. Any changes or updates to the data listings must be promptly communicated to the Company.

### **2. Data Licensing Agreement**

2.1 Licensing Process: The Exchange facilitates the connection between the Data Provider and Data Researchers. Once a Data Researcher expresses interest in licensing Data Provider's Data, and terms are agreed to, the Data Provider will enter into a separate data licensing agreement ("Data Licensing Agreement") with the Data Researcher.

2.2 Data Transfer: The Exchange serves as a platform for initial data exploration and evaluation, and Data Provider is not required to transfer their Data to the Exchange until after a Data Licensing Agreement has been executed between the Data Provider and the Data Researcher.

2.3 Company's Role: The Company's role is limited to providing the Exchange as a platform for the Data Provider and Data Researchers to connect and enter into Data Licensing Agreements.

### **3. Data Provider Obligations**

3.1 Legal Compliance: The Data Provider represents and warrants that they have the legal right, authority, and necessary permissions to list the Data on the Exchange and enter into Data Licensing Agreements with Data Researchers.

3.2 Confidentiality: The Data Provider shall maintain the confidentiality of the Data Researcher's identity and any information exchanged during the negotiation or execution of the Data Licensing Agreement.

3.3 Data Quality: The Data Provider shall make reasonable efforts to ensure the quality, integrity, and accuracy of the Data provided for listing on the Exchange, including anonymization of the Data.

3.4 Compliance with Laws: The Data Provider shall comply with all applicable laws, regulations, and industry standards regarding data privacy, security, and intellectual property rights.

#### 4. Disclaimer and Limitation of Liability

4.1 No Warranty: The Company does not warrant or guarantee the accuracy, completeness, reliability, or suitability of any data listed on the Exchange. The Data Provider acknowledges and agrees that the Company shall not be liable for any damages, losses, or liabilities arising out of or in connection with the data listings.

4.2 Indemnification: The Data Provider agrees to indemnify, defend, and hold the Company harmless from any claims, damages, losses, or liabilities arising out of or in connection with the Data Provider's use of the Exchange, including any breach of this Agreement or violation of applicable laws.

#### 5. Term and Termination

5.1 Term: This Agreement shall remain in effect until terminated by either party.

5.2 Termination: Either party may terminate this Agreement at any time, with or without cause, by providing written notice ("Notice") to the other party.

5.3 Effect of Termination: Upon termination, the Data Provider's Data listings and descriptions will be removed from the Exchange within 15 days of the receipt of Notice.

#### 6. General Provisions

6.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of California in the United States of America.

6.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, relating to the subject matter herein.

6.3 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

By listing your data on the Enlight Data Exchange, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Agreement.