

Data Licensing Agreement

Licensor (Party A) : NEXDATA TECHNOLOGY INC.

Domicile : 710 S MYRTLE AVE, #666
MONROVIA, CA 91016

Legal Representative : Henry Qi

Project Contact : Marketing Department

Email : info@nexdata.ai

Licensee (Party B) : _____
Domicile : _____
Legal Representative : _____
Project Contact : _____
Email : _____

NEXDATA TECHNOLOGY INC. (hereinafter referred to as Nexdata), founded in 2011, is a professional AI data service provider dedicated to supplying data collection and processing services and data products for artificial intelligence enterprises throughout the world. To better push the development of the industry and accelerate the progress of research on AI models and algorithms, Nexdata decides to provide colleges and universities, scientific research institutions, and key partners with a right to use the _____ in a free-of-charge way, to contribute to the society.

Under the Contract, Party A licenses Party B to use the _____ for free within the scope agreed upon hereunder. The two parties hereto, through equal negotiation, hereby reach, and shall be bound by, the following agreement, on the basis of their true and full expressions of their respective willingness.

Article I Data licensing

Party B shall be a college/university/scientific research institution or a partner designated by Party A. Party A hereby licenses Party B to have a limited, non-exclusive, and non-transferrable right to use the _____ for non-commercial purposes, without derivatives. During the validity of the Agreement, Party B may be entitled to store and use the Data for the purpose of scientific research within the scope agreed upon hereunder. The Data or the derivatives (including but not limited to models) from the Data shall not be used for any commercial purpose.

The two parties acknowledge that Party A shall reserve all the rights and intellectual property rights over the Data, including those of selling, trading, leasing, copying, publishing, and transferring the Data.

Article II Description of the Data

Dataset ID	Description	Market Value(USD)
Total		

Article III Both parties' rights and obligations

1. Party B may use the Data hereunder, within the scope specified under Article 1 hereof, "Data licensing" .
2. Within the term of the Agreement, Party B shall allow Party A to use Party B' s name and logo during Party A' s popularization of open source data and tracking of datasets use effects, in the following ways, including, without limitation,
 - (1) To display Party B' s logo at the official website of Nexdata;

- (2) To mention Party B' s name and logo in the articles which Nexdata publishes at We-Media; and
- (3) To refer to Party B' s name during Nexdata' s tracking of datasets use at third-party media.
3. When Party B publishes and shows publicly (in such forms as participation in academic conferences, publication of papers, and applications for patents) all or part of the achievements (including but not limited to conference papers, PPTs used in reports at conferences, academic writings, and patents) in scientific research it obtains by use of the Data, it shall clearly indicate in such achievements its usage of Nexdata Chinese Mandarin Speech Datasets either in Chinese or English. In addition, Party B shall notify Party A in writing within five (5) days upon its acquisition or publication or public showing of such achievements stated above as well as explain to Party A the names and the sources of such achievements.
4. Party A only licenses Party B to use the Data for the purpose of scientific research and thus Party B shall not utilize the Date for any commercial purpose or to develop or produce any commercial product.
5. Party B shall be obliged to protect the integrity of the Data, properly store the Data and strictly keep confidential the Data and its technical details.
6. Without the prior consent of Party A, Party B shall not publish any content of the Data or disclose all or part of the Data to any third party in a way of selling, trading, publication, communication, transmission, or translation or with any other method, except as specified under Provision 3, Article III. Any format or duplicate of the Data shall be deemed as the original Data.
7. Party B shall legally use the Data within the scope stipulated by laws and regulations and also ensure that the Data will not be utilized for any illegal purpose or to damage any public interest.

Article IV Legal responsibilities

1. Party B shall warrant that its organization has an independent legal person qualification or that it is duly authorized by the corresponding legal person and signs this Agreement within its power. In case of any circumstance below, Party B shall pay all the market value of the Data of Party A and namely USD ____ .
- (1) Party B decides to use the Data for business development after obtaining the Data. Under this circumstance, Party B shall send a written notice to Party A within three (3) days upon such decision and then make the corresponding payment stated above, within twenty (20) days upon its notice.

- (2) Party B utilizes the Data beyond the scope of scientific research, including, without limitation, using any derivative from the Data for any commercial purpose.
2. Where the circumstance under Item (2), Provision 1, Article IV occurs to Party B, causing other losses to Party A, Party B shall make compensation to Party A for such losses.
3. In the event that Party B uses the Data in breach of any provision under Article III hereof or fails to properly store the Data, which results in the leakage of the Data, or furnishes all or part of the Data to any third party for whatever purpose, Party B shall not only pay the whole market value of the Data, namely USD ____, to Party A but also compensate for the resulting losses of Party A. As agreed upon by the two parties hereto, the specific method of calculating the amount of such losses stated above shall be one of the following:
- (1) Should Party B provide the Data for any third party fixed, the amount of the afore-mentioned losses shall equal to the quantity of the Data Party B provides for the third party multiplied by USD ____; or
- (2) In case that Party B furnishes the Data to other parties or releases the Data in public, Party B shall pay USD ____ as the compensation for the above-mentioned losses of Party A.
- When the amount calculated with any method stated above is exceeded actually, the amount to be paid by Party B shall be computed as per the actual losses. If Party B fails to perform its obligation of deletion as prescribed under Article VI hereof following the expiration or rescission of the Agreement and still keeps all or part of the Data (including any duplicate of the Data), it shall compensate for Party A' s losses on the basis of the original market value of the Data.
4. In case of Party B' s failure to make an indication as required under Provision 3, Article III during its publication or public showing of the research achievements obtained by use of the Data or any error in such an indication made by Party B, Party B shall firstly take corrective action. The impossibility of correction after the publication of the achievements shall cause Party B to pay USD ____ to Party A as compensation.
5. Where Party B' s utilization of the Data causes any loss to any third party or violates any national law or regulation, it is not Party A but Party B which shall independently assume the corresponding responsibility.

Article V Effectiveness and rescission of the Agreement

The term of the Data Licensing Agreement shall be one year, and the contract will take effect from the date of signing, during which, Party A may rescind the Agreement at any time.

Article VI Obligations upon expiration or rescission of the Agreement

Within five (5) days upon the expiration or rescission of the Agreement, Party B shall destroy the Data (including any duplicate of the Data) which is obtained by it hereunder and stored in hard disks, mobile devices and other storage medium. Following the destroying of the Data, Party B shall provide Party A with a written statement signed by the legal representative of Party B, to confirm that Party B has destroyed the Data as required under this article.

Event after the expiration or rescission of the Agreement, Party B shall be still restricted by Provision 3, Provision 4, Provision 5, and Provision 6 under Article III as well as Article IV and Article VI hereof.

Article VII Dispute resolution

Any dispute between the two parties, arising from the performance of the Agreement, shall be resolved by negotiation and mediation. In case of failure to do so, the 2nd method below shall be employed:

1. To submit such a dispute to _____ Arbitration Committee for arbitration;
or

2. To file a lawsuit at the people' s court with the competent jurisdiction in the place where Party A lies.

Article VIII This Agreement shall be made in two (2) originals, which both shall have equal legal force.

Article IX This Agreement shall come into effect upon the signatures of the two parties hereto.

(The remainder of this page is intentionally left blank.)

Party A: NEXDATA TECHNOLOGY INC.

Name: _____ (Print)

Name: _____ (Signature)

Title:

Date:

Party B:

Name: _____ (Print)

Name: _____ (Signature)

Title:

Date: