**Data Use Agreement**

This Data Use Agreement, effective as of Feb 20th, 2025 (“Effective Date”), is entered into by and between *[Please fill in your name on your ID]*(“Recipient”) representing*[Please fill in your team's name]*(“Participating Team”) and Nexdata Technology Inc.,(“Nexdata”). The purpose of this Agreement is to provide Recipient with access to Nexdata MLC-SLM Workshop 2025 Speech Datasets(“Datasets”) for use in the MLC-SLM Workshop (“Workshop”) in accord with applicable law or regulations.

1. Responsibilities and Restrictions of Recipient.

a. Recipient shall use the Datasets only as permitted by this Agreement or as required by law;

b. Recipient shall use the Datasets solely for Workshop purposes, with strict prohibitions on redistribution or any other use.

c. Recipient agrees to retain control over the data and shall not disclose, transfer, sell, or otherwise grant access to the data to any third party, without the prior written consent of Nexdata. Recipient is responsible for establishing appropriate administrative, technical, and physical controls to prevent unauthorized use of or access to the data.

d. Recipient MUST refrain from attempting to identify or contact any individuals who are data subjects.(If Datasets contain any personal information)

e. Subject to subsection c., recipient shall provide proper citation to Nexdata as the source of Datasets in Recipient publications, presentations or other public dissemination of work utilizing the Datasets.

f. Recipient confirms that he/she, as the person in charge of Participating Team, guarantees that all team members are bound by obligations to Datasets that are no less than those stipulated in this agreement. Recipient further warrants that any breach of such obligations by team member shall be deem as Recipient’s breach of this agreement. Team member is limit to person listed in Exhibit A.

1. Permitted Uses of Datasets. Recipient may use the Datasets **solely for the purpose** described in this Agreement or as required by law.

3. Disclaimer of Warranties.

a. Datasets is provided "as is" and "as available" without warranties of any kind, express or implied, including, but not limited to, non-infringement, merchantability, and fitness for a particular purpose, and any implied warranties of any performance or use in trade process, all of which are explicitly rejected.

b. Without limiting the foregoing, Nexdata does not warrant that: (A) the Datasets is accurate, complete, reliable or correct; (B) the datasets files will be secure; (C) the datasets will be available in any particular (D) any defects or errors will be corrected; (E) the datasets and accompanying documents are free of viruses or other harmful components; or (F) the results of using the dataset will satisfy the recipient's requirements. Use of the data set by the recipient is entirely at the recipient's own risk.

4. Limitation of Liability

In no event shall Nexdata be liable to the Recipient of (A) any direct damages, or (B) any loss of profits or special, Any form of indirect, incidental, punitive or consequential damages

5. Term and Termination.

a. Term. The term of this Agreement shall commence as of the Effective Date and terminate 5 years from Effective Date.

b. Termination by Recipient. Recipient may terminate this agreement at any time by notifying the Nexdata and returning or destroying Datasets.

c. Termination by Nexdata. Nexdata may terminate this agreement at any time by providing five (5) days prior written notice to Recipient.

d. For Breach. Nexdata shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. Nexdata shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Nexdata.

e. Effect of Termination. Recipient shall discontinue the use of Dataset and shall return to Nexdata or destroy all copies of the Datasets and any embodiments of the data stored in or on an electronic or similar medium or other peripheral device.

6. Miscellaneous.

a. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

c. Indemnification. Recipient will indemnify and hold Nexdata harmless from and against any and all loss, cost, expense, liability, or damage, including, without limitation, all reasonable attorneys' fees and court costs, arising from (i) Recipient’s misuse of the Data Set, (ii) Recipient’s violation of the terms of this Agreement; or (iii) infringement by Recipient or any third party of any intellectual property or other right of any person or entity contained in the Data Set. Such losses, costs, expenses, damages, or liabilities shall include, without limitation, all actual, general, special, and consequential damages.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

**RECIPIENT**

Name:

Institution/Company Email:

Phone Number:

Address:

Institution/Company:

Exhibit A.