MetaGer Search Query Data Non-Disclosure Agreement (NDA) Version 0.1

This Non-Disclosure Agreement (the "Agreement") is made and entered into, by and between SUMA-EV ("Disclosing Party"), and you ("Receiving Party").

1. Purpose.

The Disclosing Party intends to disclose certain confidential and proprietary information (the "Confidential Information") to the Receiving Party for the purpose of conducting research on search query data (the "Permitted Purpose").

2. Definition of Confidential Information.

For purposes of this Agreement, "Confidential Information" includes all search query data provided by the Disclosing Party, as well as any related materials, manuals, documentation, software, and other auxiliary information, provided that such auxiliary information is not publicly available. Confidential Information specifically excludes any information that without breach of any confidentiality obligation is or becomes publicly available.

3. Obligations of Receiving Party.

The Receiving Party agrees to:

    a. Keep the Confidential Information confidential and use it solely for the Permitted Purpose.

    b. Not disclose any Confidential Information to any third parties without the prior written consent of the Disclosing Party.

    c. Not make any copies, reproductions, or transcriptions of any Confidential Information, except as required for the Permitted Purpose.

    d. Ensure that any employees or agents to whom Confidential Information is disclosed are aware of and comply with the terms of this Agreement.

    e. Not attempt to draw any personal data from the Confidential Information or perform any computations aimed at identifying individuals.

4. Restrictions on Use.

The Receiving Party shall not:

    a. Share the source data in any form with any third party.

    b. Share or make publicly available any models or algorithms derived from the Confidential Information.

    c. Use the Confidential Information to create any data sets, models, or products that are intended for commercial use.

5. Permitted Use.

The Receiving Party may use the Confidential Information for academic and research purposes, including but not limited to calculating general statistics, conducting analyses, and answering research questions, provided that such uses do not violate the restrictions set forth in Section 4.

Additionally, with the prior written consent of the Disclosing Party for each specific use, the output of models and algorithms derived from the Confidential Information may be made available for demonstration purposes.

6. Return of Materials.

Upon the completion of the Permitted Purpose, or at any time upon the request of the Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all Confidential Information and any copies thereof or certify in writing that all such Confidential Information has been destroyed.

7. No Grant of Rights.

Nothing in this Agreement shall be construed as granting any rights, by license or otherwise, to the Receiving Party under any intellectual property rights of the Disclosing Party.

8. Term and Termination.

This Agreement shall remain in effect until the Confidential Information no longer qualifies as confidential or until terminated by either party with thirty (30) days written notice. The Receiving Party's obligations with respect to the Confidential Information shall survive the termination of this Agreement.

9. Miscellaneous.

   a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

   b. This Agreement shall be governed by and construed in accordance with the laws of Germany, without regard to its conflicts of law principles.

   c. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disclosure Agreement as of the date first above written.