



# DATA SHARING AGREEMENT

This Data Sharing Agreement ("Agreement") is entered into by and between PandaInUniv ("Licensor") and the individual or entity completing the purchase ("Licensee", "You", or "Your"). By completing the purchase and accepting this Agreement, the Licensee agrees to be bound by the terms and conditions set forth herein.

The data covered by this Agreement (the "Data") refers to the PandaInUniv PhD Graduate Placement dataset, which includes information on institutions, graduates, education records, and career records as described on the PandaInUniv platform.

## 1. Eligibility

Data purchases are restricted to individuals affiliated with accredited educational institutions. The Licensee must use a valid .edu email address to complete the purchase. By proceeding with the purchase, the Licensee represents and warrants that they are authorized to enter into this Agreement on behalf of themselves or their institution.

## 2. License Grant

2.1 Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable, perpetual license to use the Data delivered at the time of purchase for research, analytical, and informational purposes.

2.2 The Licensee shall retain the right to use the specific version of the Data delivered at the time of purchase indefinitely, even after this Agreement's update period expires.

2.3 The Licensee will not (and will not permit any third party to): (i) reverse engineer, decompile, or otherwise attempt to discern the source methodology of the Data; (ii) resell, distribute, sublicense, or make the Data available on a service bureau basis; (iii) remove or modify any proprietary markings or restrictive legends placed on the Data; or (iv) use the Data in material violation of any applicable law, rule, or regulation.

## 3. Term and Data Updates

3.1 This Agreement shall commence on the date of purchase (the "Effective Date") and the Data license granted in Section 2 shall remain in effect in perpetuity for the version of the Data delivered at the time of purchase.

3.2 The Licensee shall be entitled to receive updates to the Data ("Data Updates") for a period of twelve (12) months from the Effective Date, at no additional cost. Data Updates include corrections, enrichments, and additions to the dataset made by the Licensor during this period.

3.3 The download link provided at the time of purchase shall expire twelve (12) months from the Effective Date. The Licensee is responsible for downloading the Data during the active download period. Expiration of the download link does not affect the Licensee's perpetual right to use any version of the Data obtained during the active period.

3.4 After the initial twelve (12) month update period, the Licensee may renew the update entitlement by entering into a new agreement and paying the then-current renewal fee. Failure to renew does not affect the Licensee's perpetual right to use the Data delivered prior to the expiration of the update period.

## 4. Permitted and Prohibited Use

4.1 The Data is provided for research, analytical, and informational purposes only. The Licensee may use the



Data to produce derivative works such as aggregated statistics, research papers, and academic publications, provided proper attribution to PandaInUniv is included.

4.2 The Licensee shall not use the Data to: (i) contact individuals for unsolicited commercial purposes, spam, or any form of harassment; (ii) redistribute, resell, sublicense, or publicly share the Data in its raw form; (iii) combine the Data with other datasets for the purpose of re-identifying anonymized individuals; or (iv) engage in any activity that would violate the privacy rights of individuals represented in the Data.

### 5. Delivery

Upon completion of payment, the Data and a PDF copy of this Agreement will be delivered to the .edu email address provided by the Licensee during the purchase process. Delivery will occur within 24 hours of payment confirmation. The Licensor shall make commercially reasonable efforts to deliver within 1 hour.

### 6. Fees and Refund Policy

6.1 The fee for the Data shall be as displayed on the PandaInUniv platform at the time of purchase. Fees shall be paid in full prior to delivery of the Data.

6.2 Due to the nature of digital data, all purchases are final. No refunds will be issued once the Data has been delivered. If there is a technical issue with delivery, the Licensee must contact the Licensor within seven (7) days of the Effective Date.

### 7. Ownership and Intellectual Property

7.1 The Licensor retains all right, title, and interest in and to the Data, including all intellectual property rights over the database structure, collection methodology, and any enrichment applied to the Data. Nothing in this Agreement shall be construed as transferring any ownership rights to the Licensee.

7.2 The Licensee retains all intellectual property rights in and to any derivative works created using the Data, provided such derivative works do not include the raw Data in a form that could be extracted or reconstructed.

### 8. Privacy and Compliance

The Licensee is responsible for ensuring that their use of the Data complies with all applicable laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and the Family Educational Rights and Privacy Act (FERPA). Any use that violates individual privacy rights is strictly prohibited.

### 9. Disclaimer of Warranties

The Data is collected from publicly available institutional sources and is provided "AS IS" and "AS AVAILABLE" without warranty of any kind. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF ACCURACY, COMPLETENESS, TIMELINESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED. The Licensor is not liable for any decisions made based on the Data.

### 10. Indemnification

The Licensee agrees to indemnify and hold harmless the Licensor, its affiliates, and their respective officers, employees, and agents from any and all claims, damages, losses, or expenses (including reasonable attorney's fees) arising from the Licensee's use or misuse of the Data, violation of this Agreement, or violation of any applicable law or regulation.



## 11. Limitation of Liability

In no event shall the Licensor's total liability arising out of or related to this Agreement exceed the amount paid by the Licensee for the Data. In no event shall the Licensor be liable for any indirect, incidental, special, consequential, or punitive damages, regardless of the cause of action or the theory of liability.

## 12. Termination

12.1 The Licensor reserves the right to terminate this Agreement and revoke the Licensee's right to use the Data immediately upon written notice if the Licensee breaches any material provision of this Agreement.

12.2 Upon termination, the Licensee must destroy all copies of the Data within thirty (30) days and certify in writing to the Licensor that all copies have been destroyed.

## 13. Confidentiality

The Licensee acknowledges that the Data and the terms of this Agreement constitute confidential information. The Licensee shall not disclose any confidential information to any third party without the prior written consent of the Licensor, except as required by applicable law or regulation.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in the State of New York.

## 15. Miscellaneous

15.1 Assignment. Neither this Agreement nor any rights, licenses, or obligations hereunder may be assigned by the Licensee without the prior written approval of the Licensor.

15.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions, documents, and agreements. No modifications may be made except in a writing signed by both parties.

15.3 Severability. If any provision of this Agreement is held to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions shall remain in full force and effect.

15.4 Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach, and no waiver shall be effective unless made in writing and signed by the waiving party.

**BY COMPLETING THE PURCHASE, THE LICENSEE ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS DATA SHARING AGREEMENT.**