

## LIGHTCAST OPEN SKILLS TERMS OF USE

By accessing the Lightcast Open Skills API (“**API**”) and dataset (“**Dataset**” and, together with the API, the “**Lightcast Materials**”), you agree to the following terms (these “**Terms**”) between you and Economic Modeling, LLC (“Lightcast”). Lightcast will not revoke this license, or your access to the API and Dataset, provided you abide by these terms. As used herein, the term “you” or “your” refers to an individual, representing yourself or, if applicable, acting as legal representative for a group, business entity or corporation.

**1. License.** You acknowledge that as between you and Lightcast, Lightcast owns all right, title, and interest in and to the Lightcast Materials. Subject to your compliance with these Terms, Lightcast grants you a limited, personal, royalty-free, fully paid-up, perpetual, non-transferable, non-sublicensable, and worldwide right and license to use the Dataset solely as provided in these Terms.

**2. What You Can Do.**

2.1. You may copy and redistribute all or part of the Dataset in any medium or format, and for any purpose – excluding commercial or for-profit purposes.

2.2. You may transform and build upon the Dataset for any purpose – excluding commercial or for-profit purposes.

2.3. Commercial or for-profit purposes may be permitted provided the user contacts Lightcast and enters into a no-cost contract setting forth the agreed intended use and any intended transformations and builds (derivatives) upon the Dataset. Lightcast reserves the right to deny any use of the Lightcast Materials at its sole discretion.

(each, a “**Permitted Use**”)

**3. What You Can’t Do.**

3.1. You can’t use the Lightcast Materials except as expressly stated in Section 2.

3.2. You can’t redistribute all or any part of the Dataset as your own work.

3.3. You can’t make all or any part of the Dataset subject to any restriction more restrictive than this license. This restriction does not limit you in your ability to make the Dataset part of a proprietary application or service you charge customers for.

3.4. You can’t give anyone else access to your API key.

(each, a “**Prohibited Use**”)

**4. Attribution.** However you choose to use the Dataset (in whole or part), you must attribute Lightcast as the source of the Dataset, and provide a link to this license. Your attribution must:

4.1. Appear prominently in the webpage, application, or other medium you use to deploy the Dataset.

4.2. Provide notice of any changes you have made to the Dataset.

4.3. Not suggest that Lightcast endorses your use of or changes to the Dataset.

**5. Reservation of Rights.** Lightcast reserves all rights in and to the Lightcast Materials not expressly granted to you hereunder. Lightcast may routinely update the Lightcast Materials and reserves the right to make changes to the Dataset. You agree not to challenge or to assist others in challenging, directly or indirectly, any of Lightcast's rights in and to the Lightcast Materials.

**6. Rate Limiting.** Lightcast may monitor your use of the Lightcast Materials and, in its discretion, rate-limit your calls to the API.

**7. Limitation of Liability.** THE API AND DATASET ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL LIGHTCAST, THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE LIGHTCAST MATERIALS.

**8. Miscellaneous.** These Terms are governed in all respects by the laws of the State of Delaware as such laws are applied to agreements entered into and to be performed entirely within Delaware between Delaware residents. Legal proceedings related to the matters herein shall be brought in and adjudicated solely in the courts of Delaware, United States of America. Both parties consent to extra-territorial service of process and submit to the jurisdiction of said courts. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Lightcast's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. These Terms set forth the entire understanding and agreement of the parties as to the subject matter hereof and supersede all prior proposals, discussions or agreements with respect thereto. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## 9. Privacy Notice.

9.1. What data we collect: We will collect your email address, your name, and (if you choose to provide it to us) your company's name. We will also collect usage data.

9.2. How we use your data: We will use your credential information and usage data to provide the API and Dataset to you, and to improve our services to you. We may also use your name, email, and company name for sales outreach purposes. We will not make your data available to any third parties for any reason besides providing services to you and helping us manage your data. By accessing the API and Dataset, you agree to these uses of your data.