

DATA ACCESS AGREEMENT

This data access agreement (this "Agreement") is made by and among Levon Barseghyan, Maura Coughlin, Francesca Molinari, and Joshua C. Teitelbaum (collectively, the "Authors"), on the one hand, and _____ (the "Researcher"), on the other hand.

RECITALS

- A. The Researcher wishes to access the confidential, proprietary data (the "Data") used in the author's paper "Heterogeneous Choice Sets and Preferences" (the "Paper") solely for purposes of replicating the results reported in the Paper.
- B. The Data reside in the Cornell Restricted Access Data Center ("CRADC"), the designated custodian of restricted access data at Cornell University.
- C. The Authors are willing to grant the Researcher access to the Data, solely for purposes of replicating the results reported in the Paper, on the terms and subject to the conditions set forth in this Agreement.

AGREEMENTS

Therefore, the Authors and the Researcher hereby agree as follows:

1. The Researcher will have access to the Data for a period of 30 days beginning with the effective date of this Agreement.
2. The Researcher will (a) keep the Data confidential and (b) use the Data solely for purposes of replicating the results reported in the Paper. If the Researcher expects, intends or plans to disclose, publish or report any facts, information or results pertaining to or arising out of the Data, the Researcher will provide the Authors with a copy of the material at least 30 days in advance of disseminating or otherwise making the material available to others. This will enable the Authors to verify the Researcher's compliance with this Agreement.
3. The Researcher will execute a Computing System User Agreement with CRADC in the form attached hereto as Exhibit A (the "CRADC Agreement") and will comply with all of the terms and conditions of the CRADC Agreement.
4. The Data shall remain the sole property of the Authors.
5. In the event of a breach or threatened breach or intended breach of this Agreement by the Researcher, the Authors, in addition to any other rights and remedies available at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
6. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the parties, or any of them with respect to the subject matter hereof.
7. The validity, construction, and performance of this Agreement are governed by the laws of the State of New York, and suit may be brought in New York to enforce the terms of this Agreement.
8. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such

jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

9. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and nothing in this Agreement is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10. This Agreement has been duly authorized, executed and delivered by the parties and is binding upon the parties. This Agreement is effective as of the later date of execution and shall continue indefinitely.

AUTHORS

Levon Barseghyan

Date: _____

Maura Coughlin

Date: _____

Francesca Molinari

Date: _____

Joshua C. Teitelbaum

Date: _____

RESEARCHER

Date: _____

Cornell Institute for Social and Economic Research CRADC Computing System

User Agreement

This Agreement is effective as of _____, between the Cornell Restricted Access Data Center ("CRADC") at Cornell University and _____ (the "Researcher"). This Agreement expires on _____. This Agreement is being made pursuant to that certain Data Access Agreement by and among the Researcher and Levon Barseghyan, Maura Coughlin, Francesca Molinari, and Joshua Teitelbaum (collectively, the "Authors").

CRADC staff authorizes the researcher to access the CRADC secure computing facility, under the conditions and limitations listed below:

- The Researcher is authorized to access only the confidential data listed below residing in the folders (and subfolders) on the CRADC computing system listed below, in accordance with the data user permissions set by the CRADC computing system administrator.

Confidential Data: [data_access]

Folder Name: [folder_location]

- The Researcher's permissions are listed below:
Copy and download restricted data: No
Copy and download any derivative file: No
Copy and download programming files: No, these are publicly available.
- Confidential data on the CRADC system may only be used for non-proprietary scientific research.
- The Researcher agrees not to allow anyone else to use her/his credentials to access the CRADC computing system.

The Researcher further agrees not to attempt to circumvent or disable any of the security systems in place on the CRADC computing system and to report to the CRADC custodian any attempts to circumvent or disable these systems that are known to him or her.

The Researcher acknowledges that the CRADC may suspend or terminate access privileges at any time in order to protect the integrity of the confidential data.

The foregoing has been agreed to and accepted by the party whose signature appears below.

RESEARCHER:

Name:

Title:

Affiliation:

Date: