

# API LICENSE AGREEMENT

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This API License Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[DEVELOPER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [DEVELOPER ADDRESS] ("**Developer**").

Provider and Developer are each a "**Party**" and together the "**Parties**."

**Recitals.** Provider operates an application programming interface and related documentation, and wishes to grant Developer a license to access and use that API to build and operate Developer's applications. Developer wishes to license the API on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Definitions and License Grant

**1.1 API.** "**API**" means Provider's application programming interface, including its endpoints, methods, data formats, software development kits, sample code, and documentation made available by Provider under this Agreement.

**1.2 Application.** "**Application**" means the software, product, or service that Developer builds and operates that calls the API.

**1.3 Grant.** Subject to this Agreement, Provider grants Developer a non-exclusive, non-transferable, non-sublicensable, revocable, worldwide license to access and use the API solely to develop, test, and operate the Application during the Term.

**1.4 Credentials.** Provider will issue Developer API keys, tokens, or other credentials ("**Credentials**"). Credentials are confidential, are issued to Developer only, and may not be shared, sold, or used by third parties except as Section 1.5 allows.

**1.5 End users.** Developer may make API-powered functionality available to its end users through the Application, provided Developer's terms with end users are consistent with this Agreement and Developer remains responsible for end-user conduct.

**1.6 Reservation of rights.** Provider reserves all rights not expressly granted. The API is licensed, not sold, and Provider retains all right, title, and interest in the API.

## 2. Acceptable Use and Restrictions

**2.1 Prohibited acts.** Developer will not: (a) reverse engineer, decompile, or attempt to derive the source code or underlying structure of the API except to the extent applicable law prohibits this restriction; (b) use the API to build a product that substantially replicates or competes with the API; (c) circumvent or exceed rate limits, usage quotas, or access controls; or (d) use the API in any unlawful, infringing, or harmful manner.

**2.2 Rate limits and quotas.** Developer will comply with the rate limits, call volumes, and quotas stated in **Exhibit A** or in Provider's documentation. Provider may throttle or suspend access that exceeds those limits.

**2.3 Security.** Developer will protect Credentials, use industry-standard security for the Application, and promptly notify Provider of any suspected unauthorized access or compromise.

**2.4 No scraping of restricted data.** Developer will only access data the API is designed to return and will not use the API to harvest data in violation of this Agreement, Provider's documentation, or applicable law.

### 3. Data, Privacy, and Branding

**3.1 API data.** Data returned by the API ("API Data") may be used only to provide the Application's intended functionality and may not be cached, stored, or redistributed except as **Exhibit A** or the documentation permits.

**3.2 Privacy.** Each Party will comply with applicable data-protection and privacy laws, which vary by jurisdiction, with respect to personal information accessed through the API. Developer will maintain a privacy policy that accurately describes its data practices.

**3.3 Attribution and branding.** Developer will display any required attribution and use Provider's name and marks only as permitted in **Exhibit A** or Provider's brand guidelines, and not in a way suggesting endorsement without consent.

### 4. Fees and Payment

**4.1 Fees.** Developer will pay the fees stated in **Exhibit A**, which may be based on access tiers, call volume, or features. Unless **Exhibit A** says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

**4.2 Invoicing and payment.** Provider will invoice Developer **[MONTHLY / ON USAGE / AS STATED IN EXHIBIT A]**, and Developer will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

**4.3 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, and Provider may suspend access on **[NUMBER]** days' written notice.

**4.4 Taxes.** Developer is responsible for all sales, use, and similar taxes arising from the license, except taxes based on Provider's net income.

### 5. Service Levels and Changes

**5.1 Availability.** Provider will use commercially reasonable efforts to keep the API available, subject to any service-level commitments in **Exhibit A** and to scheduled maintenance.

**5.2 Changes to the API.** Provider may modify, deprecate, or discontinue API features. Provider will use reasonable efforts to give Developer at least **[NUMBER, e.g. 60]** days' notice of material breaking changes, except where a change is required for security, legal, or operational reasons.

**5.3 Support.** Provider will provide the support described in **Exhibit A**, if any. Developer is responsible for supporting its own Application and end users.

## 6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues until terminated under this Section.

6.2 **Termination for convenience.** Either Party may terminate on [NUMBER, e.g. 30] days' prior written notice.

6.3 **Termination for cause; suspension.** Provider may suspend or terminate immediately if Developer materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice, or immediately without cure for a breach that creates a security or legal risk.

6.4 **Effect of termination.** On termination, Developer's license and Credentials end, Developer will stop calling the API, and Developer will delete cached API Data except as required by law. Accrued fees remain payable.

6.5 **Survival.** Sections 2, 3, 4 (for amounts accrued), 7, 8, 9, and any others that by their nature should survive, survive termination.

## 7. Warranties and Disclaimers

7.1 **Mutual.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach another agreement binding on it.

7.2 **Disclaimer.** Except as expressly stated, the API and API Data are provided "as is" and "as available," and Provider disclaims all implied warranties, including merchantability, fitness for a particular purpose, accuracy, and non-infringement. Provider does not warrant that the API will be uninterrupted or error-free.

## 8. Indemnification and Limitation of Liability

8.1 **By Developer.** Developer will defend Provider against third-party claims arising from the Application, Developer's use of the API in violation of this Agreement, or Developer's relationship with its end users, and will indemnify Provider for resulting damages, subject to Section 8.3.

8.2 **By Provider.** Provider will defend Developer against third-party claims that the API, as provided, infringes that third party's intellectual property rights, and will indemnify Developer for resulting damages, subject to Section 8.3.

8.3 **Limitation.** Except for the indemnity obligations above and breach of Section 2 or 3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and each Party's total aggregate liability will not exceed the fees paid or payable under this Agreement in the [NUMBER, e.g. 12] months before the event giving rise to the liability.

## 9. General Provisions

9.1 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.2 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, with its Exhibits and any incorporated documentation, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties or as Provider's documentation expressly permits.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

PROVIDER	DEVELOPER
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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