

DATA LICENSE AGREEMENT

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

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

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

Licensor and Licensee are each a "**Party**" and together the "**Parties**."

Recitals. Licensor owns or controls a dataset and wishes to grant Licensee a license to access and use that dataset on the terms below. Licensee wishes to license the dataset for the permitted purposes described in this Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and License Grant

1.1 Licensed Data. "**Licensed Data**" means the dataset described in **Exhibit A** (including its fields, records, and any documentation, schema, or metadata Licensor provides), together with any updates Licensor elects to deliver during the Term.

1.2 Permitted Purpose. "**Permitted Purpose**" means the use described in **Exhibit A** (for example, [INTERNAL ANALYTICS / MODEL TRAINING / PRODUCT FEATURE]) and no other purpose. Any use outside the Permitted Purpose requires Licensor's prior written consent.

1.3 Grant. Subject to this Agreement, Licensor grants Licensee a [NON-EXCLUSIVE / EXCLUSIVE], non-transferable, non-sublicensable (except as allowed in Section 1.5), [WORLDWIDE / TERRITORY-LIMITED] license to access, store, and use the Licensed Data solely for the Permitted Purpose during the Term.

1.4 Reservation of rights. Licensor reserves all rights not expressly granted. The Licensed Data is licensed, not sold, and no title to the Licensed Data passes to Licensee.

1.5 Affiliates and contractors. Licensee may permit its affiliates and contractors to use the Licensed Data solely for the Permitted Purpose and solely on Licensee's behalf, provided each is bound by terms at least as protective as this Agreement and Licensee remains responsible for their compliance.

2. Delivery, Access, and Updates

2.1 Delivery. Licensor will deliver or provide access to the Licensed Data by the method and on the schedule stated in **Exhibit A** (for example, [SECURE DOWNLOAD / API / SFTP]).

2.2 Updates and refreshes. If **Exhibit A** provides for updates, Licensor will deliver them at the stated frequency. Each update becomes Licensed Data when delivered and is subject to this Agreement.

2.3 **Access credentials.** Licensee will keep any access credentials confidential, limit them to authorized personnel, and promptly notify Licensor of any suspected compromise.

3. Restrictions on Use

3.1 **Prohibited acts.** Except as expressly permitted, Licensee will not: (a) resell, redistribute, sublicense, or publicly post the Licensed Data; (b) use the Licensed Data to build a competing dataset or data product; (c) merge the Licensed Data with other data in a way that violates this Agreement or applicable law; or (d) remove or obscure any proprietary notices.

3.2 **Re-identification.** If the Licensed Data is de-identified, aggregated, or anonymized, Licensee will not attempt to re-identify any individual or link records to a specific person, household, or device, except as expressly permitted in **Exhibit A**.

3.3 **Retention limits.** Licensee will not retain the Licensed Data longer than necessary for the Permitted Purpose, and in no event beyond the period stated in **Exhibit A** or required by applicable law.

3.4 **Output and derived data.** Models, insights, and aggregate results that Licensee derives from the Licensed Data ("**Derived Results**") may be used by Licensee for the Permitted Purpose, provided they do not disclose or allow reconstruction of the raw Licensed Data. Ownership of Derived Results is allocated in **Exhibit A**.

4. Fees and Payment

4.1 **License fees.** Licensee will pay the fees stated in **Exhibit A**. Unless **Exhibit A** says otherwise, fees are stated in **[CURRENCY, e.g. US dollars]** and are exclusive of taxes.

4.2 **Invoicing and payment.** Licensor will invoice Licensee **[UP FRONT / ANNUALLY / AS STATED IN EXHIBIT A]**, and Licensee 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, from the due date until paid.

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

5. Data Protection and Compliance

5.1 **Lawful basis.** Licensor represents that it has the right to license the Licensed Data and, where the Licensed Data includes personal information, that it collected and may license that information consistent with applicable law.

5.2 **Compliance by Licensee.** Licensee will use the Licensed Data in compliance with all applicable data-protection, privacy, and consumer-protection laws, which vary by jurisdiction. Each Party is responsible for its own legal obligations as a controller, processor, or equivalent role under applicable law.

5.3 **Security.** Licensee will maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the Licensed Data and will notify Licensor without undue delay after discovering a security incident affecting the Licensed Data.

5.4 **Deletion on request.** If required by law or by an individual's valid request relayed by Licensor, Licensee will delete affected records from the Licensed Data within a commercially reasonable time, subject to legal retention requirements.

6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues for [TERM, e.g. one (1) year], renewing for successive [RENEWAL PERIOD] terms unless either Party gives written notice of non-renewal at least [NUMBER] days before the end of the then-current term.

6.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

6.3 **Effect of termination.** On termination or expiration, Licensee's license ends and Licensee will, at Licensor's election, return or securely destroy the Licensed Data and certify destruction in writing, except for copies retained in routine backups or as required by law, which remain subject to Sections 3 and 5 until deleted.

6.4 **Survival.** Sections 3, 4 (for amounts accrued), 5, 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 **Licensor warranty.** Licensor represents that, to its knowledge, it has the right to grant the license in Section 1.

7.3 **Disclaimer.** Except as expressly stated, the Licensed Data is provided "as is," and Licensor disclaims all implied warranties, including merchantability, fitness for a particular purpose, accuracy, completeness, and non-infringement. Licensee is responsible for validating the Licensed Data for its intended use.

8. Indemnification and Limitation of Liability

8.1 **By Licensor.** Licensor will defend Licensee against third-party claims that the Licensed Data, as delivered, infringes that third party's intellectual property rights, and will indemnify Licensee for resulting damages finally awarded or agreed in settlement, subject to Section 8.4.

8.2 **By Licensee.** Licensee will defend Licensor against third-party claims arising from Licensee's use of the Licensed Data outside the Permitted Purpose or in violation of law, and will indemnify Licensor for resulting damages, subject to Section 8.4.

8.3 **Procedure.** The indemnified Party will give prompt written notice, allow the indemnifying Party to control the defense, and provide reasonable cooperation.

8.4 **Limitation.** Except for the indemnity obligations above and breach of Section 3 or 5, 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 **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.

9.3 **Audit.** On reasonable prior notice and no more than **[NUMBER]** times per year, Licensor may audit Licensee's compliance with this Agreement, limited to the records and systems relevant to the Licensed Data.

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, is the entire agreement on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

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.

LICENSOR	LICENSEE
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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