

MOBILE SDK LICENSE AGREEMENT

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This Mobile SDK 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 software development kit that enables applications to integrate Licensor's functionality on mobile platforms. Licensee wishes to license that software development kit to incorporate it into one or more mobile applications, and Licensor is willing to grant that license, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions

1.1 SDK. The "**SDK**" means the software development kit identified in [EXHIBIT A / DESCRIPTION], including libraries, binaries, header files, sample code, configuration files, and accompanying Documentation, together with any updates Licensor makes available under this Agreement.

1.2 Application. An "**Application**" means a mobile software application developed by or for Licensee that incorporates the SDK and is distributed under Licensee's name through [APP STORES / DISTRIBUTION CHANNELS].

1.3 Documentation. "**Documentation**" means the technical materials Licensor provides describing how to integrate and use the SDK.

1.4 Platform. "**Platform**" means the mobile operating systems on which the SDK is supported, including [e.g. IOS AND ANDROID].

1.5 End User. An "**End User**" means a person who installs or uses an Application.

2. License Grant

2.1 Grant. Subject to this Agreement, Licensor grants Licensee a non-exclusive, non-transferable, non-sublicensable (except as stated in Section 2.3), worldwide license, during the Term, to (a) install and use the SDK internally to develop Applications, and (b) reproduce and distribute the SDK in object-code form only as incorporated into and as part of Applications.

2.2 Internal copies. Licensee may make a reasonable number of copies of the SDK for development, testing, and backup, provided each copy retains all proprietary notices.

2.3 Distribution to End Users. Licensee may distribute the SDK to End Users only as embedded in an Application and only under an end-user license that is at least as protective of Licensor's rights as this Agreement and that disclaims Licensor's liability to End Users.

2.4 Reservation. All rights not expressly granted are reserved by Licensor. This Agreement grants a license only and does not transfer ownership of the SDK.

3. Restrictions

3.1 Prohibited acts. Except as expressly permitted, Licensee will not, and will not permit any third party to: (a) modify, translate, or create derivative works of the SDK except through documented configuration and APIs; (b) reverse engineer, decompile, or disassemble the SDK except to the limited extent applicable law permits notwithstanding this restriction; (c) distribute, sell, lease, or sublicense the SDK other than as embedded in an Application; or (d) remove or obscure any proprietary notice.

3.2 No standalone use. Licensee will not expose the SDK so that its functions can be accessed by End Users or third parties as a standalone product, library, or service apart from the Application.

3.3 Compliance with platform rules. Licensee will comply with the applicable Platform terms, app-store policies, and developer agreements when distributing Applications.

3.4 Lawful use. Licensee will not use the SDK to develop any Application that violates applicable law or any third party's rights, or that competes with the SDK by replicating its core functionality.

4. Fees and Payment

4.1 License fees. Licensee will pay the fees set out in [EXHIBIT B / FEE SCHEDULE]. Unless stated otherwise, fees are in [CURRENCY] and exclusive of taxes.

4.2 Usage reporting. If fees depend on installs, active users, or calls, Licensee will report usage [MONTHLY / QUARTERLY] using the method Licensor designates, and Licensor may audit those reports on reasonable notice not more than [NUMBER, e.g. once] per year.

4.3 Payment terms. Licensee will pay each undisputed invoice within [NUMBER, e.g. 30] days of the invoice date. 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.

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. Support, Updates, and Maintenance

5.1 Support. Licensor will provide support at the level described in [SUPPORT TERMS / EXHIBIT], if any. Absent a support exhibit, support is provided on a commercially reasonable, best-efforts basis.

5.2 Updates. Licensor may make updates, bug fixes, and new versions of the SDK available. Licensee will use commercially reasonable efforts to keep Applications current with supported versions, as deprecation of older versions may be required for security or Platform compatibility.

5.3 Deprecation. Licensor will use reasonable efforts to give [NUMBER, e.g. 90] days' notice before discontinuing support for a version on which Licensee relies, except where a shorter period is required for security or by a Platform provider.

6. Intellectual Property

6.1 Ownership of SDK. Licensor retains all right, title, and interest in the SDK and all related intellectual property. Licensee acquires only the license expressly granted.

6.2 Ownership of Applications. As between the Parties, Licensee owns its Applications, excluding the SDK and any Licensor intellectual property embedded in them, which remain Licensor's property.

6.3 Feedback. If Licensee provides suggestions or feedback about the SDK, Licensor may use that feedback without restriction or obligation, provided Licensor does not identify Licensee as the source without consent.

6.4 Trademarks. Neither Party may use the other's trademarks without prior written consent, except that Licensee may use Licensor's name and marks as required by the Documentation to attribute the SDK.

7. Confidentiality

7.1 Definition. "**Confidential Information**" means non-public information disclosed by one Party to the other, including the SDK source materials, API keys, pricing, and roadmaps, that is marked confidential or that a reasonable person would understand to be confidential.

7.2 Obligations. The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by comparable obligations.

7.3 Exclusions. Obligations do not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed without use of the Confidential Information.

8. Warranties, Disclaimer, and Indemnity

8.1 Mutual authority. Each Party represents it has the authority to enter into this Agreement.

8.2 Disclaimer. Except as expressly stated, the SDK is provided "as is." Licensor disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement, to the extent permitted by applicable law.

8.3 Licensor indemnity. Licensor will defend Licensee against third-party claims that the unmodified SDK, as provided by Licensor, infringes that third party's intellectual property rights, and will indemnify Licensee for resulting damages finally awarded or agreed in settlement, subject to Section 9.

8.4 Licensee indemnity. Licensee will defend Licensor against third-party claims arising from an Application (other than the SDK as provided) or Licensee's breach of this Agreement, and will indemnify Licensor for resulting damages, subject to Section 9.

9. Limitation of Liability

9.1 Exclusion of indirect damages. Neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

9.2 Liability cap. Except for indemnity obligations and breaches of confidentiality, each Party's total aggregate liability will not exceed the fees paid or payable by Licensee in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

10. Term and Termination; General

10.1 **Term.** This Agreement begins on the Effective Date and continues for [INITIAL TERM], renewing for successive [RENEWAL PERIOD] terms unless either Party gives [NUMBER] days' notice of non-renewal.

10.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 30] days after written notice.

10.3 **Effect of termination.** On termination, the license ends, Licensee will stop distributing new copies of the SDK, and each Party will return or destroy the other's Confidential Information. End Users' existing copies embedded in already distributed Applications may continue under their end-user licenses unless Licensor terminates for cause based on infringement or security risk. Sections 6, 7, 9, and this Section survive.

10.4 **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].

10.5 **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.

10.6 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect; failure to enforce is not a waiver; and this Agreement may be signed in counterparts and by electronic signature.

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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