

**DATED** \_\_\_\_\_

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## **DATABASE LICENCE AGREEMENT**

**THIS AGREEMENT** is made the <<Insert Day>> day of <<Insert Month>> in the year <<Insert Year>>

**BETWEEN:**

- (1) <<Name of Licensor>> a company registered in <<Country of Registration>> under number <<Company Registration number>> whose registered office is at <<Registered office>> ("the Licensor") and
- (2) <<Name of Licensee>> an Individual of <<Address>> ("the Licensee")

**WHEREAS:**

- (1) The Licensor has developed or has otherwise acquired title to the Database.
- (2) The Licensee wishes to use the information contained within the Database.
- (3) The Licensor hereby grants to the Licensee a non-exclusive, non-transferable Licence to access the Database via the internet by means of a username and password under the terms and conditions herein;

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Account"</b>	means collectively the personal information, payment information, usage information and credentials used by the Licensee to access the Database and use the Service;
<b>"Database"</b>	means <<Insert a description of the database or set of data to which the Licensee is to have access>>;
<b>"Service"</b>	means access to the Database and any other related facilities that the Licensor makes available;
<b>["Stated Purposes"]</b>	[means those purposes to which the Licensee is to apply the Database as defined in the Licensee's Account;]
<b>"Subscription Fee"</b>	means the sum of money paid by the Licensee to access the Database and use the Service for the Term; and
<b>"Term"</b>	means the term of this Licence, as defined in Clause 4, during which the Licensee is permitted to use the Database.

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2. **Access to the Service**

The Licensee is required to access the Service. The Licensee shall remain active for the

order to access the Database and a username and password which

3. **Grant of Licence**

3.1 In consideration of the Licensee's payment of the License Fee to the Licensors and subject to the terms and conditions of this Agreement, the Licensors grant to the Licensee the following non-exclusive, non-transferable license to access the Database and use it subject to the terms and conditions of this Agreement.

3.1 In consideration of the Licensee's payment of the License Fee by the Licensee to the Licensors and subject to the terms and conditions of this Agreement, the Licensors grant to the Licensee the following non-exclusive, non-transferable license to access the Database and use it subject to the terms and conditions of this Agreement.

3.2 [The Licensee shall not be permitted to use the information contained therein for the Stated Purpose(s) unless it has been specifically notified to the Licensors for such modified purposes and such approval not to be required.]

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3.3 The Database is restricted to use on one computer at any given time and as such, the Licensee shall not be permitted to use the Services with their Account on multiple computers simultaneously.]

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4. **Term**

This Agreement shall be deemed to have been made on the <<Insert Day>> day of <<Insert Month>> in the year <<Insert Year>> and shall endure for a period of <<Insert Period e.g. 12 Months>> or until terminated under the provisions of Clause 9.

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5. **Limitations on Use of the Database**

5.1 The Licensors at all times reserve the right to restrict or prohibit the Licensee from using the Database and the Licensee may not at any time copy, reproduce, distribute, or otherwise use the Database or any information contained therein.

5.1 The Licensors at all times reserve the right to restrict or prohibit the Licensee from using the Database and the Licensee may not at any time copy, reproduce, distribute, or otherwise use the Database or any information contained therein.

5.2 The Licensee may not use the Database for any purpose other than the Stated Purpose(s) and is limited to, acts such as copying, reproducing, distributing, or otherwise using the Database or its contents which may be permitted by the Licensors in writing.

5.2 The Licensee may not use the Database for any purpose other than the Stated Purpose(s) and is limited to, acts such as copying, reproducing, distributing, or otherwise using the Database or its contents which may be permitted by the Licensors in writing.

5.3 If the Licensee believes that any information has been obtained by a third party in breach of this Agreement, they should inform the Licensors immediately whereupon the Licensee's username and password will be revoked and the Licensee shall be required to provide a new username and password.

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6. **Intellectual Property Rights**

6.1 All copyright and other intellectual property rights in the Database are and shall remain

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ces from any material downloaded

6.3 The Licensee shall  
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s to protect the Licensor's rights in  
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6.4 The Licensor shall  
Licensee alleging  
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shall pay all costs  
Intellectual Property

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atabase infringes the Intellectual  
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or agreed to in settlement of an  
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6.5 If, in the Licensor's  
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Database which form the basis of  
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6.6 If the remedies se  
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depreciated, where

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d the Licensor shall refund to the  
the Licence Fee, as normally  
ll immediately terminate.

## 7. Force Majeure

Neither Party to this Agree  
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any failure or delay in performing  
from any cause that is beyond the  
ude, but are not limited to: power  
al action, civil unrest, fire, flood,  
governmental action or any other  
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## 8. Liability and Warranties

8.1 The Licensor has r  
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given as to the accu

effort to ensure the accuracy and  
o warranty, express or implied is  
of the Database.

8.2 With the exception

y caused by the negligence of the

Licensor, the Licensor shall be liable for any loss, damage or injury suffered by the Licensee as a result of its use of the Database.

for any loss, damage or injury suffered by the Licensee as a result of its use of the Database.

## 9. Term and Termination

9.1 This Licence shall last for a period of [insert Term] and will renew automatically unless the Licensee will be notified in writing by the Licensor.

[determine automatically] OR [and the Term shall be equal to the Term] OR [and the Licensee shall have the right to renew with an option to renew].

9.2 If this Agreement is terminated, the Licensee shall determine automatically.

shall determine automatically.

9.3 The Licensor retains the right to terminate this Licence and may do so at any time on <<Insert Data>> in writing notice to the Licensor.

this Licence and may do so at any time on <<Insert Data>> in writing notice to the Licensor.

9.4 The Licensor may terminate this Licence with or without on giving notice in writing to the Licensee if:

with or without on giving notice in writing to the Licensee if:

9.4.1 the Licensee is in breach of any term of this Agreement (each capable of being remedied) and the Licensee fails to remedy the breach within e.g. 30 days after the receipt of a request from the Licensor to do so, to remedy the breach (such request shall be in writing and shall state the Licensor's intention to terminate); or

is in breach of any term of this Agreement (each capable of being remedied) and the Licensee fails to remedy the breach within e.g. 30 days after the receipt of a request from the Licensor to do so, to remedy the breach (such request shall be in writing and shall state the Licensor's intention to terminate); or

9.4.2 the Licensee has used the Database for purposes other than those permitted by the License.

has used the Database for purposes other than those permitted by the License.

9.5 Save as expressly provided in this Licence may not be assigned or otherwise transferred.

or elsewhere in this Agreement the Licensee shall not assign or otherwise transfer.

9.6 Upon the termination or expiry of this Licence, the Licensee's Account will be suspended or terminated and the Licensee will no longer be able to access the Database.

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9.7 Any termination of this Licence shall not affect any accrued rights or liabilities of the Licensee.

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## 10. Law and Jurisdiction

10.1 This Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.

all matters and obligations arising from this Agreement shall be governed by, and construed in accordance with, the law of England and Wales.

10.2 Any dispute, controversy or claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be referred to and determined by the courts of England and Wales.

claim between the Parties relating to this Agreement (including any dispute, controversy or claim arising therefrom or associated with it) shall be referred to and determined by the courts within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement  
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Licensor's Name

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Licensee's Name

In the presence of  
<<Name & Address of Witness>>

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