

**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 Install and use the Database under the terms and conditions of this Agreement.

**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>"Computer"</b>	means a single personal computer including, but not limited to, desktop workstations, laptops and handheld devices provided such devices do not leave the Site;
<b>"Database"</b>	means the Database which is described in Schedule 1;
<b>"Delivery Media"</b>	means the media on which the Database is recorded as provided to the Licensee by the Licensor specified in Schedule 2;
<b>"Install"</b>	means the process of copying the Database onto a Computer from the Delivery Media by means of <<Describe installation process, e.g. Software Installation Dialogue or Manual File Copying>>;
<b>"Network"</b>	means any local area network or other infrastructure consisting of interconnected computers and other devices including, but not limited to, printers and hubs. This definition does not include a single computer which is connected only to the internet;
<b>"Site"</b>	means <<Insert Licensee's Address OR Address at which the Database will be used>>;

**“Stated Purposes”**

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the Licensee is to apply  
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**“Term”**

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**2. Grant of Licence**

2.1 In consideration of the payment by the Licensee to the Licensors and subject to the terms and conditions of this Agreement, the Licensors grant to the Licensee an exclusive, non-transferable licence to use the Database on a single Computer subject to the following conditions:

2.4 by the Licensee to the Licensors. The Licensee shall be responsible for all obligations arising out of the use of the Database. The Licensee shall ensure the following non-exclusive use of the Database and use it on a single Computer in accordance with the terms of this Agreement.

2.2 The Licensee shall use the Database for the Stated Purposes only. Any changes to the Stated Purposes must be notified to the Licensors in writing. For such modified purposes and for any other use of the Database, the Licensors' approval must be obtained in writing.

2.3 The Licensee shall ensure that the Database is not contained therein, and that any changes to the Stated Purposes must be notified to the Licensors in writing. For such modified purposes and for any other use of the Database, the Licensors' approval must be obtained in writing.

2.3 The Database is restricted to use on a single Computer. If such, the Licensee may Install the Database on a second Computer only after removing the Database from the first Computer. If removal is not possible due to hardware constraints, the Licensee must notify the Licensors in writing.

2.4 The Licensee may Install the Database on a second Computer at any given time and as an alternative or replacement for the first Computer. If removal is not possible due to hardware constraints, the Licensee must notify the Licensors in writing.

2.4 Notwithstanding the restrictions in Clause 2.3, the Licensee may Install the Database on a second Computer if the primary Computer becomes inoperable. The Licensee shall promptly notify the Licensors of such temporary use and shall remove the Database from the second Computer upon cessation thereof.

2.5 The Licensee may Install the Database on a second Computer at any given time and as an alternative or replacement for the first Computer. If removal is not possible due to hardware constraints, the Licensee must notify the Licensors in writing.

2.5 The Licensee shall not, without the prior written consent of the Licensors, use the Database in any location other than the location specified in the Agreement.

2.6 The Licensee shall not, without the prior written consent of the Licensors, use the Database in any location other than the location specified in the Agreement.

**3. Term**

This Agreement shall be deemed to commence 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 8.

3.1 This Agreement shall be deemed to commence 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 8.

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

4.1 The Licensors warrant that the Database is original and that the Licensors own all rights in the Database. The Licensors shall not at any time claim any rights in the Database or any information contained therein.

4.2 The Licensee and the Licensors may use the Database for backup and data recovery purposes. Any such use must be dealt with in accordance with the terms of Clause 8.

4.2 The Licensee is permitted to use the Database for backup and data recovery purposes. Any such use must be dealt with in accordance with the terms of Clause 8.

4.3 The Licensee may not at any time publish, sell, or otherwise disclose the Database or any information contained therein. This may include, but is not limited to, acts such as lending, leasing, or publishing the Database.

4.3 The Licensee may not at any time publish, sell, or otherwise disclose the Database or any information contained therein. This may include, but is not limited to, acts such as lending, leasing, or publishing the Database.

4.4 The Licensee may not at any time publish, sell, or otherwise disclose the Database or any information contained therein. This may include, but is not limited to, acts such as lending, leasing, or publishing the Database.

extends beyond that which may be necessary for the Stated Purposes.

- 4.4 [The Licensor may from time to time request the Licensee to provide information to the Licensor regarding the Licensee's use of the Software, including but not limited to, the Licensee's computers, accounts and compliance with obligations under the License. The Licensor shall give <<insert time period>> notice to the Licensee. Such notice shall specify a time and date by which the Licensee shall respond. If, for any reasonable cause, such request is not practicable, the Licensee may request changed with reasonable cause, such request shall be granted.]

## 5. Intellectual Property Rights

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|-------|---|---|
| 5.1   | All copyright and other rights in the property of the Licensor does not bestow any ownership deemed to have taken place   | base are and shall remain as a licence and No assignment shall be   |
| 5.2   | [The Database and Deliver property notices. The licensee these notices.]  | right and other intellectual or otherwise tamper with   |
| 5.3   | The Licensee shall take all the Database and shall notify infringement.   | the Licensor's rights in the Licensee is aware of any potential   |
| 5.4   | The Licensor shall defend a Licensee alleging that the Property Rights of a third Licensor shall pay all costs of an Intellectual Property Claim  | claim brought against the Licensee infringes the Intellectual Property Claim") and the Licensee or agreed to in settlement of the Licensee: |
| 5.4.1 | furnishes the Licensee notice of the Intellectual Property Claim;   |   |
| 5.4.2 | provides the Licensee assistance in respect of the Intellectual Property Claim;   |   |
| 5.4.3 | gives to the Licensee to defend or settle the Intellectual Property Claim;  |   |
| 5.5   | If, in the Licensor's reasonable opinion, the Database is or may become the subject of an Intellectual Property Claim then the Licensor shall either:   |   |
| 5.5.1 | Obtain for the Licensee using the parts of the Database which form the basis of the Intellectual Property Claim; or   |   |
| 5.5.2 | replace or modify the Database which form the basis of the Intellectual Property Claim; or  |   |
| 5.6   | If the remedies set out in the Licensee shall return the Database to the Licensor shall refund to the Licensee the amount of the Licence Fee, as normally depreciated, where the Licensee has used the Database | reasonably available, the Licensee shall immediately terminate.   |

## 6. Force Majeure

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay is caused by any cause that is beyond the

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### Use of the Database.

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9. **Law and Jurisdiction**

- 9.1 This Agreement (including all schedules and annexes) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 9.2 Any dispute, controversy, or claim arising out of or relating to this Agreement (including all schedules and annexes) shall be referred to the exclusive jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been made the day and year first before written

SIGNED by

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

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

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## Database

<<Insert a detailed description of the Database and formatting.>>

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### **Delivery Media**

<<Insert a detailed description of the hard base will be delivered to the Licensee e.g. CD-Rom, DVD-Rom etc>

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## Stated Purposes

<<Insert a detailed description of the purpose for which the information contained in the Database>

ee requires and will use

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**Payment**

<<Insert Details of the Payment to be provided>>

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