



Hudson Fusion LLC,
3rd & 4th Floor West,
230 Park Avenue,
New York, NY 10169

Data License Agreement

This License Agreement ("Agreement") is made and entered into between Hudson Fusion LLC, a New York limited liability company with its principal place of business in New York ("Licensor") and the purchasing entity ("Licensee").

1. LICENSE GRANT

Upon receipt of full payment, Licensor grants Licensee a perpetual, non-exclusive, non-transferable license to use the contact data provided ("Licensed Data"). Licensed Data may include names, email addresses, contact details, demographic data, and firmographic data. The Licensed Data shall be delivered electronically.

2. PAYMENT TERMS

The Licensee must remit payment in full prior to delivery of the Licensed Data. The License granted herein shall not become effective until Licensor receives full payment.

3. PERMITTED USE AND RESTRICTIONS

Licensee may use the Licensed Data for internal purposes and integrate it into their own internal systems. Licensee shall not:

- Resell, sublicense, distribute, or transfer Licensed Data to any third party;
- Allow any third party to directly benefit from, use, or access the Licensed Data;
- Publish or disclose the Licensed Data publicly or in a manner allowing unauthorized third-party access.

4. CONFIDENTIALITY AND DATA SECURITY

Licensee agrees to take reasonable security measures to protect Licensed Data from unauthorized disclosure. Licensee shall not store Licensed Data on publicly-accessible servers or systems.

5. TERMINATION

Licensor may terminate this Agreement immediately upon written notice if Licensee breaches any term of this Agreement. Upon termination, Licensee shall immediately cease use and securely delete all Licensed Data in its possession.

6. DISCLAIMER OF WARRANTIES

Licensed Data is provided "as is." Licensor makes no representations or warranties regarding accuracy, completeness, suitability, or fitness for a particular purpose.

7. LIMITATION OF LIABILITY

Licensor's total liability under this Agreement shall be limited solely to the amount paid by Licensee for the Licensed Data. Licensor shall not be liable for indirect, consequential, or special damages of any kind arising from or relating to Licensee's use or inability to use the Licensed Data.

8. INDEMNIFICATION

Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, directors, employees, and agents from and against all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees, arising from Licensee's breach of this Agreement or misuse of Licensed Data.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any dispute arising from this Agreement shall be exclusively resolved through arbitration administered by the American Arbitration Association in the State of New York. The arbitration decision shall be binding and enforceable by any court of competent jurisdiction.

10. GENERAL PROVISIONS

- Entire Agreement: This Agreement constitutes the entire understanding between Licensor and Licensee regarding the Licensed Data and supersedes any prior agreements or understandings.
- Amendments: This Agreement may only be amended in writing, signed by both parties.
- Severability: If any provision of this Agreement is determined invalid, unlawful, or unenforceable, the remaining provisions shall remain valid, lawful, and enforceable.
- No Assignment: Licensee may not assign this Agreement without Licensor's prior written consent.

By purchasing and using Licensed Data, Licensee agrees to be bound by the terms and conditions set forth in this Agreement.