

Data Sharing Agreement

This Data Sharing Agreement (the “Agreement”) is made and entered into as of [Date] by and between:

- **Party A:** TechNova Solutions Inc., a Delaware Corporation with its principal place of business at 123 Main Street, San Francisco, California, 94105 (hereinafter referred to as “Company A” or “Company”); and
- **Party B:** RetailPro Systems LLC, a New York Limited Liability Company with its principal place of business at 456 Park Avenue, New York, New York, 10022 (hereinafter referred to as “Customer”).

1. Purpose of Data Sharing

Company A and Customer agree to share certain data (the “Data”) for the purpose of conducting a joint market analysis to identify potential business opportunities.

2. Description of Data

The Data includes [fake data types, e.g., customer demographics, sales data, product usage metrics]. A detailed description of the Data is attached as Appendix A.

3. License Grant

Company A grants Customer a limited, non-exclusive, non-transferable license to access and use the Data solely for the purpose of conducting the joint market analysis.

4. Customer’s Use of Data

4.1 Customer shall use the Data solely for the purpose of conducting the joint market analysis and shall not disclose the Data to any third party without the prior written consent of Company A. 4.2 Customer shall implement reasonable security measures to protect the confidentiality and integrity of the Data. 4.3 Customer shall return or destroy all copies of the Data upon termination of this Agreement.

5. Ownership of Data

Company A retains ownership of the Data.

6. Confidentiality

Both parties agree to maintain the confidentiality of the Data and any other confidential information disclosed by the other party in connection with this Agreement.

7. Term and Termination

This Agreement shall commence on the Effective Date and continue for a term of [Number] years, unless terminated earlier by either party upon [Number] days' written notice.

8. Limitation of Liability

Neither party shall be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Signature of Company A] [Name] [Title]

[Signature of Company B] [Name] [Title]