**NATIONAL AUDUBON SOCIETY LICENSE AGREEMENT**

THIS AGREEMENT, dated [DATE], is by and between National Audubon Society, Inc., a New York not-for-profit corporation ("Audubon") with principal offices at 225 Varick Street, New York, New York, 10014, and Linus Blomqvist, affiliated with UC Santa Barbara, located at [ADDRESS] ("Licensee").

WHEREAS, Audubon is a national conservation organization whose mission is to conserve and restore natural ecosystems, focusing on birds, other wildlife, and their habitats; and  
  
WHEREAS, Audubon owns the Christmas Bird Count database ("Licensed Data"); and  
  
WHEREAS, Licensee wishes to use the Data in connection with developing a web application for exploring historical CBC data for the Santa Barbara circle (the "Project");  
  
NOW THEREFORE, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, Audubon grants to Licensee a non-exclusive, royalty-free License to use Christmas Bird Count (CBC) Licensed Data solely for the purpose of developing and maintaining a web application for exploring historical CBC data for the Santa Barbara circle. This License is valid for three years from the date of execution.

2. Scope and Limitations:

1. Initial use is restricted to the Santa Barbara CBC circle data only.
2. The data provided in this release will not be used by the Licensee for any other projects or analyses than those identified above. Requests to use the data in any other way should be made in writing to Audubon.
3. Any expansion beyond the Santa Barbara circle requires prior written approval from Audubon.
4. The web application must be non-commercial in nature.
5. The application must clearly indicate that the data is provided by the National Audubon Society.
6. As between Audubon and Licensee, any rights in the Project created by Licensee will be owned by Licensee, subject to the limitations in this agreement.
7. Any rights not specifically granted by this License remain the property of Audubon.

3. Licensee may not:

1. Grant sub-licenses. Requests by others will be referred directly to Audubon.
2. Transfer this license by operation of law or otherwise.
3. Sell, assign, or otherwise transfer any rights without prior written approval from Audubon.
4. Use the data for commercial purposes.
5. Imply Audubon endorsement of the web application without express written approval.

4. Data Attribution and Marks:

1. Licensee must properly attribute the CBC data to National Audubon Society.
2. Use of Audubon trademarks, including "National Audubon Society," "Audubon," and "Christmas Bird Count" must comply with Audubon's branding guidelines.
3. Any modification to data presentation or format requires prior written approval.

5. Licensee hereby agrees to indemnify Audubon from and against any and all losses, expenses, damages, liabilities and claims relating to the use, display, or distribution of the Licensed Data through the web application.

6. This agreement may be terminated by Audubon if:

1. The terms of this agreement are violated.
2. The web application is used in a manner inconsistent with Audubon's mission.
3. The application is expanded beyond the agreed-upon scope without prior approval.

7. This License constitutes the entire agreement and understanding between Audubon and Licensee relating to the subject matter herein, and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. No amendments, changes or modifications may be made absent a writing signed by both parties. This License shall be governed by and construed in accordance with the laws of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement.

National Audubon Society, Inc. Licensee

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_