

PLEASE READ THIS LICENCE CAREFULLY BEFORE CONTINUING. IF YOU DO NOT ACCEPT THE TERMS, YOU MUST NOT INSTALL OR USE THE SOFTWARE.

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This End User Licence Agreement is a legal agreement between you, the Licensee and <<insert name of Licensor>> a company registered in England and Wales under number <<Company Number>> whose registered office is at <<insert address>> [of] <<insert Address>>

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This EULA covers the <<insert name of Software>> and the associated <<insert description of Software>> [electronic] Documentation. This EULA grants a licence to use the <<insert name of Software>> Documentation only. The Licensor does not sell or assign the <<insert name of Software>> Documentation to you.

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1. Definitions and Interpretation

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In this EULA, unless the context otherwise requires, the following meanings:

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["Authorised User"]

any person authorised by you to use the Software;

"Documentation"

<<insert brief description>> documentation of the Software;

"Installation Media"

<<insert media type e.g. CD-ROM, DVD-ROM, etc.>> on which the Software is stored;

"Licence Fee"

any fee paid by the Licensee to <<insert name of Licensor or Licensor's agent retailer">>;

"Software"

<<insert name of Software and brief description of Software>> software;

"Warranty Period"

the period of the limited warranty as defined in the Software;

"you", "your"

the Licensee;

2. System Requirements

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The Software requires the <<insert hardware and software specification>> to install and operate correctly.

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- <<insert operating system>>
- [<<insert additional software>>]
- <<insert type of computer>>
- <<insert processor speed>>
- <<insert memory requirements>>

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- [<<insert additional software>>]
- <<insert type of computer>>
- <<insert processor speed>>
- <<insert memory requirements>>



- <<insert graphics re
- <<insert storage rec
- <<insert display res
- [<<insert additional >>]

3. **Accepting or Rejecting th**

- 3.1 [By continuing to i [Software and Documentation] **OR** [By clicking the “Accept you during the installation process] **OR** [<<insert locati you indicate your acceptance of this EULA and the term herein, which will become binding on you [and on Auth acceptance.
- 3.2 [By clicking the “F ed to you during the installation process] **OR** [<<ins >>], you indicate your rejection of this EULA and the t out herein.] If you do not accept the terms and cor you must not install or use the Software or Docum

4. **Ownership of the Softwar**

- 4.1 The Software and and all intellectual property rights therein (including, b right) belong to the Licensor. This EULA does not gra you) any rights of ownership in the Software or the Do A grants you a licence to use the Software and the D nce with the terms and conditions of this EULA only.
- 4.2 The Licensor also r and all copies of the Software or the Documentation rty rights therein, regardless of the form in which the co

5. **Grant and Scope of Licer**

- 5.1 In consideration of nce Fee and your acceptance of this EULA, the Lic you a limited, non-exclusive, non-transferable licence
- a) install and accordance with the terms and conditions of al, non-commercial purposes only [and in the [and in the ater or device owned or otherwise controlled by or multiple individual computers or devices fo number>> **Authorised Users** simultaneous
- b) use the Doc e with the terms and conditions of this EULA, f rcial purposes only [and in the UK only];
- c) [[where the for installation and use on one computer o transfer the Software to another computer or he Software is not used on more than one co heously;]
- OR**

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c) [where the S individual c simultaneous different con simultaneous number;]]

d) subject to C [copies] of th [copy] OR purposes; and

e) make [[up t copies] of th use of the S EULA. [copy] OR [copies]] OR [as many reasonably required] to support the th the terms and conditions of this

5.2 The licence grante patches, fixes and Clause 9, below. nds to any and all free updates, or may provide, as described in

6. Licence Restrictions

6.1 You may not mak thereof except whe the Software in a purposes as set out re or Documentation or any part ssary to support the normal use of LA or is necessary for backup 1(d) and 5.1(e).

6.2 You may not transl create derivative wo expressly permitted Copyright Designs a are necessary to software program v software program (such actions must n decompile, disassemble, modify, or are (or any part thereof) except as Sections 50B and 296A of the permit such actions only where they ssary to create an independent with the Software or with another). The information obtained from purpose.

6.3 The actions descri not be permitted if you:

a) already hav achieve the ou the information necessary to

b) do not conf achieve the such acts as are necessary to

c) supply the i whom it is n objective; or the decompiling to any person to t in order to achieve the permitted

d) use the info similar in its by copyright are program which is substantially re or to do any other act restricted

6.4 You may not modify or Documents or a Software with any o or otherwise change the Software ine, incorporate in, or merge the

6.5 You may not alter, rights (including, bu restrictions on or i notices must be in Documentation, wh obscure any notices of proprietary nt) or any product identification or Documentation. Any and all such ies made of the Software or the

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6.6 [You may not make the Software available over a network or by any other method of remote access.]

6.7 [Subject to Clause 6.8, you may not make the Software or Documentation available in any form or for any reason other than the written consent of the Licensor.]

6.8 [Subject to Clause 7, you may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or the Documentation.]

7. Transfer

[The Software and Documentation are licensed to you, the Licensee. You may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or Documentation on a permanent basis, without the prior written consent of the Licensor.]

OR

[You may transfer the Software to another party, but only if the original Software and Documentation are transferred and all copies thereof are transferred permanently [and at no charge] to that party agrees to be bound by the terms of this EULA [and for a period of <<insert period>>]. Upon such transfer, you shall destroy all copies of the Software or Documentation.]

8. Licensee's Undertakings

You hereby undertake and agree that:

8.1 you will use [and permit others to use] the Software only in accordance with the terms and conditions of this EULA; and

8.2 you will comply with all applicable laws, rules, and regulations governing the use of the Software.

9. Software Updates

The Licensor may, from time to time, issue updates, patches, fixes and similar for the Software. The Software provided to you before purchase shall be replaced by the Software which matches the description of it that was provided to you before purchase.

10. Limited Warranty

10.1 The Licensor warrants that the Software will, when used on a computer or other device which meets the requirements set out above in Clause 2, materially conform to the specifications and that the Documentation will correctly describe the Software. This warranty shall apply for a period of <<insert start of warranty period, e.g. the date of purchase>> (the "Warranty Period").

10.2 If you become aware of a defect in the Software which results in the Software failing to conform to the specifications described in the Documentation during the Warranty Period, the Licensor shall, at its sole option:

a) repair the Software

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- b) replace the S
- 10.3 [The remedies available under this Clause 10.2, above, may be dependent upon you providing information to the Licensor that the Licensor may reasonably diagnose, reproduce, and remedy the defect or fault.]
- 10.4 The Licensor warrants that the Media will be free from defects under normal use and conditions.
- 10.5 If the Installation Media develops a defect or fault and you inform the Licensor during the Warranty Period, the Licensor shall, at its sole option:
 - a) repair the Installation Media;
 - b) replace the Installation Media; or
 - c) [provide you with a replacement or up-to-date version of the Software.]
- 10.6 The warranty granted under this Clause 10.5 shall not apply to the extent that:
 - a) any defect or damage results from your unauthorised alteration or modification of the Software in breach of the conditions of this EULA; or
 - b) any defect or damage to the Media results from your incorrect use of it or from any other cause, including accidental damage caused by you.
- 10.7 The Licensor does not warrant that the Software or the Documentation will meet your particular requirements or your responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) is suitable for your use.
- 10.8 The warranty granted under this Clause 10.5, in addition to your legal rights as a consumer where the Software is sold or not as described. For further information about your rights as a consumer, please contact your local Citizens Advice Bureau or Consumer Office.

11. Limitation of Liability

- 11.1 The Software and Documentation are provided for personal, non-commercial use by you, the Licensor does not warrant that the Software and Documentation are suitable for use in any other context.
- 11.2 If the Licensor fails to use reasonable care and conditions of this EULA or fails to use reasonable care to comply with the terms and conditions of this EULA or fails to use reasonable care to ensure that the Software and Documentation are suitable for use in any other context, the Licensor shall not be responsible for loss or damage suffered by you that is not reasonably foreseeable. Loss or damage is "foreseeable" if it is either obvious to a reasonable person and the Licensor knew that it might occur at the time the Software and Documentation were supplied to you.
- 11.3 The Licensor will be responsible for any computer, device, or digital content belonging to you or any other person that is ineffective digital content supplied to you by the Licensor. The Licensor will provide updates, patches, fixes and similar as described above in Clause 10.5. In the event of such damage, the Licensor will be responsible for the cost of repair or replacement.
- 11.4 The Licensor shall not be responsible for any damage described in sub-Clause 11.3, above, if the damage has not been avoided by you following the Licensor's advice or instructions, or where you do not correctly follow the installation instructions for the Software or the system requirements set out above in Clause 2.

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- 11.5 The Licensor shall not be liable for any business losses including:
 - a) loss of profit
 - b) loss of sales
 - c) loss of revenue
 - d) loss of agreed royalties
 - e) loss of anticipated profits
 - f) [loss of use of data or data;]
 - g) business interruption
 - h) loss of business reputation, or goodwill.

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11.6 Nothing in this Clause shall limit the Licensor's liability for death or personal injury resulting from the Licensor's negligence or that of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for any liability which cannot be limited or excluded under English law.

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12. [Changes to this EULA]

- 12.1 The Licensor reserves the right to change the terms and conditions of this EULA at any time without notice to you. You will be notified of such changes by <<insert text here>>.
- 12.2 By continuing to use the Software and Documentation following receipt and service of notice of the changes set out above, you shall be deemed to have accepted the changes.
- 12.3 If you do not accept the changes to this EULA, you must immediately stop all actions permitted under this EULA, but not limited to, using the Software and Documentation.

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13. Term and Termination of this EULA

- 13.1 [This EULA is effective only if you have fully uninstalled, deleted and removed all computers or devices from your possession or control and destroying all copies of the Software and Documentation in your possession or control.]
- 13.2 The Licensor reserves the right to terminate this EULA immediately on written notice to you in the event of a material or persistent breach of this EULA and (if the breach is remediable) fail to remedy the breach within 14 calendar days of receipt of a written notice from the Licensor requiring you to do so.
- 13.3 In the event that this EULA is terminated for any reason:
 - a) All rights granted to you under this EULA shall discontinue;
 - b) You must immediately discontinue all actions permitted under this EULA, including, but not limited to, using the Software and Documentation;
 - c) You must immediately uninstall, delete, or otherwise remove the Software and Documentation from all computers or devices in your possession;

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- d) You must immediately destroy, or return to the Licensor (at the Licensor's option) all copies of the [Installation Media,] Software and Documentation in your control [and, where the Licensor requires the destruction of such copies, you must certify to the Licensor that you have done so].

14. **Privacy and Data Protection**

- 14.1 All personal data that you provide to the Licensor will be collected, processed, and held in accordance with applicable UK data protection legislation and your rights [and the rights of the Licensor] thereunder.
- 14.2 For complete details of the Licensor's collection, processing, storage, and retention of personal data, limited to, the purpose(s) for which personal data is used, the bases for using it, personal data sharing (where applicable), your rights [and the rights of Authorised Users] and how to exercise them, please refer to the Licensor's <<insert name of document, e.g. Privacy Policy, etc.>> [available from <<insert location>>].

15. **Notices**

- 15.1 All notices under this EULA will be sent by email or to the address provided by you when you registered the Software, or such other address as you may specify in writing. If you are required to contact the Licensor by a provision in this EULA, you must contact the Licensor by email at <<insert email address>> or by post to the address <<insert name of Licensor>>, <<insert address>>. The Licensor will provide a receipt in writing.
- 15.2 All notices sent to you by the Licensor will be sent by email or to the address provided by you when you registered the Software, or such other address as you may specify in writing. If you are required to contact the Licensor by a provision in this EULA, you must contact the Licensor by email at <<insert email address>> or by post to the address <<insert name of Licensor>>, <<insert address>>. The Licensor will provide a receipt in writing.
- 15.3 If you wish to contact the Licensor, you are required to contact the Licensor by a provision in this EULA, you must contact the Licensor by email at <<insert email address>> or by post to the address <<insert name of Licensor>>, <<insert address>>. The Licensor will provide a receipt in writing.

16. **Assignment**

- 16.1 The Licensor may assign its obligations under this EULA to another party at any time. The Licensor will inform you of the transfer in writing. Your obligations under this EULA will not be affected by such a transfer.
- 16.2 This EULA and the obligations and duties under it are personal to you. Except where expressly permitted, you may not transfer your rights and obligations under this EULA to any other party without the Licensor's prior written consent.

17. **Other Important Terms**

- 17.1 This EULA is between you and the Licensor. It is not intended to benefit any other person or third party, and no such person or party will be entitled to enforce any provision of this EULA.
- 17.2 In the event that one or more provisions of this EULA is or are found to be unlawful, invalid, or unenforceable, that or those provision(s) shall be deemed severed from the remainder of this EULA. The remainder of this EULA shall be valid and enforceable.

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17.3 No failure or delay in exercising any of its rights under this EULA means that the Licensor of a breach of this EULA means that the Licensor will waive a subsequent

exercising any of its rights under this EULA means that the Licensor will waive a subsequent or any other provision.

18. **[Alternative Dispute Resolution]**

18.1 Alternative dispute resolution refers to methods of resolving disputes between parties with

refers to methods of resolving disputes

18.2 The Licensor's ADR provider is <<insert name of ADR provider>>. If you are unhappy with how the ADR provider handles any complaint, you may wish to contact <<insert name of ADR provider>>

If you are unhappy with how the ADR provider handles any complaint, you may wish to

18.3 Complaints can be made to the <<insert name of ADR provider>> via their website at <<insert name of ADR provider>>

<<insert name of ADR provider>> via their

18.4 <<insert name of ADR provider>> will not charge you for making a complaint, and you may still be able to make a complaint if you are not satisfied with the outcome of the ADR process.

<<insert name of ADR provider>> will not charge you for making a complaint, and you may still be able to make a complaint if you are not satisfied with the outcome of the ADR process.

19. **Law and Jurisdiction**

19.1 This EULA (including any notices sent therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England

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19.2 Any dispute, controversy or claim between the Parties relating to this EULA (including any notices sent therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England, Wales and Northern Ireland, as determined by your residency.

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