

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>> [at] OR [of] <<insert Address>>

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This EULA covers the <<insert name of Software>> and the associated <<insert brief description, if required>> [electronic] Documentation. This EULA grants a licence to use the Software and the associated Documentation only. The Licensor does not sell or assign the Software or the 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 expressions have the following meanings:

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["Authorised User"]

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"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"

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

"Software"

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

"Warranty Period"

the period of the limited warranty as defined in clause 4;

"you", "your"

the Licensee;

2. System Requirements

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The Software requires the hardware and software specification set out in clause 3 to install and operate correctly.

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

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

3. **Accepting or Rejecting the Software and Documentation**

- 3.1 [By continuing to install the Software and Documentation] **OR** [By clicking the "Accept" button during the installation process] **OR** [By clicking the "I Agree" button during the installation process] you indicate your acceptance of this EULA and the terms and conditions set out herein, which will become binding on you [and your Authorized Users] upon your acceptance.
- 3.2 [By clicking the "I Do Not Accept" button during the installation process] **OR** [By clicking the "I Do Not Accept" button during the installation process] you indicate your rejection of this EULA and the terms and conditions set out herein.] If you do not accept the terms and conditions set out herein, you must not install or use the Software or Documentation.

4. **Ownership of the Software and Documentation**

- 4.1 The Software and Documentation (including, but not limited to, the Software and the Documentation) and all intellectual property rights therein (including, but not limited to, copyright) belong to the Licensor. This EULA does not grant you (or any Authorized Users) any rights of ownership in the Software or the Documentation. The Licensor grants you a licence to use the Software and the Documentation in accordance with the terms and conditions set out in this EULA only.
- 4.2 The Licensor also reserves all other intellectual property rights in and all copies of the Software or Documentation, regardless of the form in which the copies are made.

5. **Grant and Scope of Licence**

- 5.1 In consideration of the Licence Fee and your acceptance of this EULA, the Licensor grants you a limited, non-exclusive, non-transferable licence to:
- a) install and use the Software and Documentation in accordance with the terms and conditions set out in this EULA for business purposes only [and in the UK only] [on a single computer or server or multiple controlled by a single user or multiple individual computers or servers for a maximum number of <<number>> Authorized Users simultaneously];
  - b) use the Documentation in accordance with the terms and conditions of this EULA, for business purposes only [and in the UK only];
  - c) [[where the Software is not used on more than one computer or server] for installation and use on one computer or server] and to transfer the Software to another computer or server provided the Software is not used on more than one computer or server simultaneously;]

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

d) subject to C [ ] <<insert number>> [copy] OR [copies] of backup, archival, or other security purposes; an

e) make [[up t copies] of th use of the S EULA.

5.2 [The licence grante patches, fixes and s nds to any and all free updates, may provide.]

6. Licence Restrictions

6.1 You may not make thereof except whe the Software in a archival, or other s and 5.1(e).

6.2 You may not transl create derivative wo expressly permitted Copyright Designs are necessary to software program v software program ( such actions must r

6.3 The actions describ not be permitted if you:

a) already hav achieve the

b) do not conf achieve the

c) supply the i whom it is n objective; or

d) use the info similar in its by copyright

6.4 You may not modify or Documents or a Software with any o

6.5 You may not alter, rights (including, bu restrictions on or i notices must be in

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- Documentation, which
- 6.6 [You may not make the Software or Documentation available over a network or by any other method of remote access.]
- 6.7 [Subject to Clause 6.6, you may not make the Software or Documentation available to any person other than [your employees] OR [your authorised users] without the prior written consent of the Licensor.]
- 6.8 [Subject to Clause 6.6, you may not rent, lease, sub-licence, sell, assign, pledge, or otherwise dispose of the Software or the Documentation.]

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you may not make the Software or Documentation available to any person other than [your employees] OR [your authorised users] without the prior written consent of the Licensor.]

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.]

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**OR**

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

to another party, but only if the original Software and Documentation are transferred permanently [and at no charge] and the other party agrees to be bound by the terms of this EULA [and for a period of <<insert start of warranty period, e.g. the date of purchase>>]. Upon such transfer, you shall provide 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 set out in the EULA;
- 8.2 you will supervise and control the use of the Software by [your employees] OR [your authorised users] if they are notified of the terms and conditions of this EULA and comply with them; [and]
- 8.3 [you will keep all copies of the Software and Documentation secure and will maintain accurate and up-to-date records of the number and location of such copies; and]
- 8.4 you will comply with all applicable laws, rules, and regulations governing the use of the Software and Documentation.

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and Documentation secure and will maintain accurate and up-to-date records of the number and location of such copies; and]

rules, and regulations governing the use of the Software and Documentation.

**9. Limited Warranty**

- 9.1 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 accurately and correctly describe the Software in all material respects for a period of <<insert start of warranty period, e.g. the date of purchase>> ("Warranty Period").
- 9.2 If you become aware of any 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

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 accurately and correctly describe the Software in all material respects for a period of <<insert start of warranty period, e.g. the date of purchase>> ("Warranty Period").

the Software which results in the Software failing to conform to the specifications described in the Documentation during the Warranty Period, the Licensor

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shall, at its sole option:

- a) repair the Software;
- b) replace the Software;

9.3 [The remedies available under this sub-Clause 9.2, above, may be dependent upon your providing information to the Licensor that the Licensor may reasonably diagnose, reproduce, and remedy the defect or fault.]

9.4 The Licensor warrants that the Software Media will be free from defects under normal use and handling.

9.5 If the Installation Media develops a defect or fault and you inform the Licensor within 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 downloadable version of the Software.]

9.6 The warranty granted under this sub-Clause 9.2, above, shall not apply to the extent that:

- a) any defect or damage results from your unauthorised alteration or modification of the Software in violation of the conditions of this EULA; or
- b) any defect or damage to the Software Media results from your incorrect use of it or from accidental damage caused by you.

**10. Limitation of Liability**

10.1 The Software and any associated Media are provided for internal business use by you, the Licensee.

10.2 The Licensor shall not be liable, whether in contract, tort (including negligence), breach of contract, or otherwise, arising out of or in connection with this EULA, for:

- a) loss of profit;
- b) loss of sales;
- c) loss of revenue;
- d) loss of agreed or expected business;
- e) loss of anticipated business;
- f) [loss of use of the Software or data;]
- g) business interruption;
- h) loss of business reputation, or goodwill; or
- i) special, indirect, or consequential damages, damage, charges, or expenses.

10.3 Subject to sub-Clause 10.2, above, (and sub-Clause 10.1), the Licensor's maximum liability shall be (whether in contract, tort (including negligence), breach of contract, or otherwise, arising out of or in connection with this EULA) equal to <<insert percentage>> of the License Fee.

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10.4 Nothing in this Clause shall limit the Licensor's liability for death or personal injury or for fraud or fraudulent misrepresentation or for any other form of liability which cannot be limited or excluded.

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**11. No Other Warranties or Limitations**

11.1 This EULA sets out the Licensor's liabilities and obligations with respect to the Software and Documentation. Except as expressly set out in this EULA, there shall be no other conditions, warranties, representations, guarantees, or other obligations, whether express or implied.

Except as expressly set out in this EULA, there shall be no other conditions, warranties, representations, guarantees, or other obligations, whether express or implied.

11.2 To the fullest extent permitted by law, any warranties, representations, guarantees, or other obligations implied or otherwise incorporated into this EULA which are not excluded by law, or otherwise, are hereby excluded.

any warranties, representations, guarantees, or other obligations implied or otherwise incorporated into this EULA which are not excluded by law, or otherwise, are hereby excluded.

11.3 In particular, the Licensor warrants that the Software or the Documentation will meet the requirements or that the operation of the Software will be in accordance with the requirements set out in Clause 9). It is your responsibility to ensure that the Software as described in the Documentation meets your requirements.

The Licensor warrants that the Software or the Documentation will meet the requirements or that the operation of the Software will be in accordance with the requirements set out in Clause 9). It is your responsibility to ensure that the Software as described in the Documentation meets your requirements.

**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>>.

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.

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12.3 If you do not accept the changes, you must immediately stop all actions permitted under this EULA, Software and Documentation, 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 from the date of your acceptance of this EULA. You may terminate it at any time by fully uninstalling, deleting, and removing the Software from any and all computers or servers under your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.]

You may terminate it at any time by fully uninstalling, deleting, and removing the Software from any and all computers or servers under your possession or control and deleting or 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 not remedied) fail to remedy the breach within 14 calendar days of the date of the written notice from the Licensor requiring you to do so.

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13.3 In the event that this EULA is terminated for any reason:

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- a) All rights granted under this EULA shall discontinue;
- b) You must immediately stop all actions permitted under this EULA, Software and Documentation;

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- c) You must install, delete, or otherwise remove the Software from all computers or devices in your possession;
- d) You must destroy, or return to the Licensor (at the Licensor's option, by return of [Installation Media,] Software and Documentation) all copies of such copies, you must certify to the Licensor that you have done so.

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**14. Privacy and Data Protection**

- 14.1 All personal data that you provide to us will be collected, processed, and stored in accordance with applicable UK data protection legislation and the rights [and the rights of] thereunder.
- 14.2 For complete details regarding our collection, processing, storage, and retention of personal data, please refer to the limited to, the purpose(s) for which we use your personal data, the legal bases for using it, personal data sharing (where applicable), your rights [and the rights of Authorized 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>>]

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**15. Notices**

- 15.1 All notices under this EULA shall be deemed duly given if signed by, or on behalf of, an authorized officer of the party giving the notice.
- 15.2 All notices sent to you shall be sent by email or to the address provided by you which you used to register the Software, or to the address at which details are provided, e.g. "registered the Software".
- 15.3 Notices shall be deemed duly given:
  - a) when delivered to the recipient by email or other messenger (including text messaging) during business hours of the recipient; or
  - b) when sent, in hard copy form, by first class mail with a successful transmission report; or
  - c) on the fifth business day after mailing, if mailed by national ordinary mail; or
  - d) on the tenth business day after mailing, if mailed by airmail, with a successful transmission report.

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**16. Assignment**

- 16.1 The Licensor may assign its obligations under this EULA to another party at any time, and your obligations as Licensee under this EULA will not be affected by such an assignment.
- 16.2 This EULA and the obligations and obligations 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.

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17. **No Waiver**

No failure or delay by either party in exercising any of its rights under this EULA shall be deemed a waiver of any subsequent breach of this EULA of a breach of this EULA shall be deemed to be a waiver of any subsequent breach of any other provision.

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18. **Entire Agreement**

18.1 This EULA [and any other documents specifically referred to herein] contains the entire agreement between Licensor and Licensee with respect to its subject matter.

specifically referred to herein] contains the entire agreement between Licensor and Licensee with respect to its subject matter.

18.2 This EULA supersedes all previous agreements, representations, warranties, assurances, and understandings between the Licensor and Licensee relating to its subject matter.

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19. **Severance**

In the event that one or more provisions of this EULA is or are found to be unlawful, invalid, or otherwise unenforceable, such provision(s) shall be deemed severed from the EULA and shall not affect the remainder of this EULA shall be valid and enforceable.

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20. **Law and Jurisdiction**

20.1 This EULA (including all matters and obligations arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.

matters and obligations arising therefrom or associated with it) shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 Any dispute, controversy or claim between the Parties relating to this EULA (including all matters and obligations arising therefrom or associated with it) shall be referred to and determined by the courts of England and Wales.

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