

## SHRINK-WRAP SOFTWARE LICENCE AGREEMENT (B2C)

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

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] OR [of] <<insert Address>>

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 Documentation only. The Licensor does not sell or assign the Software or Documentation to you.

[After installation, this EULA shall remain in <<insert location(s)>>.] It is recommended that you print out a copy of this EULA for future reference.

### 1. Definitions and Interpretation

In this EULA, unless the context otherwise indicates, the following expressions have the following meanings:

["**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, etc.>> on which the Software is stored;

"**Licence Fee**"

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

"**Software**"

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

"**Warranty Period**"

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

"**you**", "**your**"

### 2. System Requirements

The Software requires the hardware and software specification set out in the <<insert name of Software>> to install and operate correctly.

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

- <<insert graphics re
- <<insert storage re
- <<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] you indicate your acceptance of this EULA and the terms and conditions herein, which will become binding on you [and on Authorized Users] upon your acceptance.
- 3.2 [By clicking the "Reject" button during the installation process] **OR** [<<insert location of reject button>>], you indicate your rejection of this EULA and the terms and conditions set out herein.] If you do not accept the terms and conditions, 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 other person) 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 of this EULA only.
- 4.2 The Licensor also reserves all other rights and all copies of the Software or Documentation, in any form or by any means, and all intellectual property rights therein, 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 of this EULA, for internal, non-commercial purposes only [and in the UK only];
  - b) use the Software and Documentation on one or more computer or device owned or otherwise controlled by you or your company or multiple individual computers or devices for internal, non-commercial purposes only [and in the UK only];
  - c) [where the Software and Documentation is not used on more than one computer or device] transfer the Software to another computer or device for installation and use on one or more computer or device owned or otherwise controlled by you or your company or multiple individual computers or devices for internal, non-commercial purposes only [and in the UK only];

**OR**

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- c) [where the Software is installed on a network or multiple computers for use by <<insert number>> individual computers, you may transfer the Software to <<insert number>> different computers, provided that the Software is not used on more than <<insert number>> computers or devices exceeding that number;]]

- d) subject to <<insert number>> [copy] OR [copies] of the Software for backup purposes; and

- e) make [[up to <<insert number>> copy] OR [copies]] OR [as many as <<insert number>> reasonably required] to support the Software, in accordance with the terms and conditions of this EULA.

5.2 The licence granted under this EULA includes, but is not limited to, any and all free updates, patches, fixes and enhancements that the Vendor or may provide, as described in Clause 9, below.

## 6. Licence Restrictions

6.1 You may not make copies of the Software or Documentation or any part thereof except where necessary to support the normal use of the Software in accordance with the EULA or is necessary for backup purposes as set out in Clause 5.1(d) and 5.1(e).

6.2 You may not translate, recompile, disassemble, modify, or create derivative works of the Software (or any part thereof) except as expressly permitted in Sections 50B and 296A of the Copyright Designs and Patents Act 1988. Such actions are necessary to create an independent software program which does not contain any code from the Software or with another software program (or any part thereof). The information obtained from such actions must not be used for any other purpose.

6.3 The actions described in Clause 6.2 shall not be permitted if you:

- a) already have the information necessary to achieve the purpose;
- b) do not control the information necessary to achieve the purpose;
- c) supply the information to any person to whom it is not intended to be supplied in order to achieve the permitted purpose;
- d) use the information to create a program which is substantially similar in its function to the Software or to do any other act restricted by copyright law.

6.4 You may not modify, alter, or otherwise change the Software or Documentation or any part thereof, or incorporate in, or merge the Software with any other program or data.

6.5 You may not alter, remove, or obscure any notices of proprietary rights (including, but not limited to, the Vendor's name) or any product identification or Documentation. Any and all such notices must be included in any copies made of the Software or the Documentation, whether in printed or electronic form.

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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 to any other than Authorised Users] in any form or for any reason without the prior 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 and Documentation 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 the period of the warranty, if any, shall be the same as such agreement within <<insert start of warranty period, if any>>]]. Upon such transfer, you shall provide a copy of the Software and Documentation to the transferee.]
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 and the protection of personal data and technology control and export restrictions.
9. **Software Updates**
- The Licensor may, from time to time, make updates, patches, fixes and similar for the Software. The Software updates shall be provided to you before purchase of the Software.
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 accurately and correctly describe the Software. This warranty shall be in effect for a period of <<insert start of warranty period, if any>> (e.g. the date of purchase of the Software or the period of the warranty, if any, shall be the same as such agreement within <<insert start of warranty period, if any>>)).
- 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 within the Warranty Period, the Licensor shall, at its sole option,:
- a) repair the Software

- b) replace the Software with a replacement copy of the Software.
- 10.3 [The remedies available under this Clause are dependent upon your location. If you are located in a country where the Law of the Licensor may reasonably require the Licensor to provide a remedy for the defect or fault.]
- 10.4 The Licensor warrants that the Software and the Media will be free from defects under normal use during the Warranty Period.
- 10.5 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 replacement copy of the Software.]
- 10.6 The warranty granted under this Clause 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 accidental damage caused by you.
- 10.7 The Licensor does not accept any responsibility to ensure that the Software as described in the Documentation (and the Documentation itself, where appropriate) will meet your particular requirements.
- 10.8 The warranty granted under this Clause is in addition to your legal rights as a consumer where the Software is sold for 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 the Media are provided for personal, non-commercial use by you, the Licensee.
- 11.2 If the Licensor fails to comply with the terms and conditions of this EULA or fails to use reasonable endeavours to remedy any loss or damage suffered by you that is either obvious to the Licensor or it is either obvious to the Licensor or it is foreseeable that it might occur at the time this EULA is entered into, the Licensor shall be liable to you for any such loss or damage.
- 11.3 The Licensor will be liable to you for any computer, device, or digital content belonging to you or for any ineffective digital content supplied to you by the Licensor or its agents, patches, fixes and similar as described above in the event of such damage, the Licensor will be liable to you for any such loss or damage.
- 11.4 The Licensor shall not be liable to you for any damage described in sub-Clause 11.3, above, if the damage has been avoided by you following the Licensor's advice, or if the damage is caused by you not correctly following the installation instructions for the Software or by the system requirements set out above in Clause 2.

- 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 the Software or data;]
  - g) business interruption
  - h) loss of business reputation, or goodwill.
- 11.6 Nothing in this Clause shall limit the Licensor's liability for death or personal injury caused by the Licensor's negligence or that of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for liability which cannot be limited or excluded under English law.
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>>.
- 12.2 By continuing to use the Software after the date of the 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.
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 destroying all copies of the Software from all computers or devices under your 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 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 under this EULA shall discontinue;
  - b) You must immediately stop all actions permitted under this EULA, including, but not limited to, using the Software and Documentation;
  - c) You must immediately stop, delete, or otherwise remove the Software from all computers or devices in your possession;

- 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 return 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 [the rights of data subjects] thereunder.
- 14.2 For complete details of the 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), [the rights of data subjects] [and the rights of Authorised Users] and how to exercise those rights, 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 shall be given in writing.
- 15.2 All notices sent to you shall be sent by email or to the address provided by you when you registered the Software, or to such other address at which details are provided, e.g. "registered the Software".
- 15.3 If you wish to contact the Licensor, you are required to contact the Licensor by a written notice to the Licensor by email at <<insert email address>> or by post to the Licensor at <<insert name of Licensor>>, <<insert address>>. The Licensor shall acknowledge 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 assignment. Your obligations under this EULA will not be affected by such a transfer.
- 16.2 This EULA and the obligations and rights 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 it.
- 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 EULA. The remainder of this EULA shall be valid and enforceable.

- 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 breach of any other provision.
18. **[Alternative Dispute Resolution]**
- 18.1 Alternative dispute resolution refers to methods of resolving disputes between parties with the assistance of a third party.
- 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>>.
- 18.3 Complaints can be made to the <<insert name of ADR provider>> via their website at <<insert website address>>.
- 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.
19. **Law and Jurisdiction**
- 19.1 This EULA (including any dispute resolution provisions) shall be governed by, and construed in accordance with, English law.
- 19.2 Any dispute, controversy or claim between the Parties relating to this EULA (including any dispute resolution provisions) shall be governed by, and construed in accordance with, the law of England, Wales or Northern Ireland, as determined by your residency.