

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

This End User Licence Agreement is made between the Licensor and Licensee and <<insert name of 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 force.] 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 meanings:

["**Authorised User**"]

"**Documentation**"

"**Licence Fee**"

"**Software**"

"**Warranty Period**"

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

2. System Requirements

The Software requires the following hardware and software specification to install and operate correctly:

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

- <<insert display res
- [<<insert additional >>]

3. **Accepting or Rejecting the Software**

- 3.1 By clicking the "Accept" button, you indicate your acceptance of the terms and conditions set out herein, which will become binding upon you and any other person [on Authorised Users] upon your acceptance.
- 3.2 By clicking the "Reject" button, you indicate your rejection of this EULA and conditions set out herein. If you do not accept the terms and conditions of this EULA, you must not install or use the Software.

4. **Ownership of the Software**

- 4.1 The Software 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 with the terms and conditions of this EULA only.
- 4.2 The Licensor also owns all copies of the Software and all copies of the Documentation 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) [download, install and use the Software, in accordance with the terms and conditions of this EULA, for personal, non-commercial use on one (1) computer or device owned or controlled by you] OR [on a network or multiple individual computers for use by <<insert number>> Authorised Users];
 - b) use the Documentation with the terms and conditions of this EULA, for personal, non-commercial purposes only [and in the UK only];
 - c) [[where the Software is not used on more than one computer or device] for installation and use on one (1) computer or device and you may transfer the Software to another computer or device provided that the Software is not used simultaneously on more than one computer or device];
- OR**
- c) [where the Software is installed on a network or multiple computers or devices for use by <<insert number>> Authorised Users] you may transfer the Software to another computer or device provided that the Software is not used simultaneously on more than one computer or device];

- simultaneous use of the Software on computers or devices exceeding that number;]]
- d) subject to Clause 5.1(d), you may make <<insert number>> [copy] OR [copies] of the Software for your internal use only for the purposes; and
- e) make [[up to <<insert number>>] [copy] OR [copies]] OR [as many copies as are reasonably required] to support the use of the Software in accordance with the terms and conditions of this EULA.
- 5.2 The licence granted under this EULA extends to any and all free updates, patches, fixes and enhancements that we or our agents 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, decompile, disassemble, modify, or create derivative works of the Software (or any part thereof) except as expressly permitted in this EULA. Sections 50B and 296A of the Copyright Designs and Patents Act 1988 permit such actions only where they are necessary to create an independent software program or to create a software program which is substantially similar in its appearance or to do any other act restricted by copyright. The information obtained from such actions must not be used for any purpose.
- 6.3 The actions described in 6.2 shall not be permitted if you:
- a) already have the information necessary to achieve the permitted purpose;
 - b) do not control the information necessary to achieve the permitted purpose;
 - c) supply the information to any person to whom it is not necessary to achieve the permitted objective; or
 - d) use the information to create a software program which is substantially similar in its appearance or to do any other act restricted by copyright.
- 6.4 You may not modify, adapt, or otherwise change the Software or Documents or any part thereof, combine, incorporate in, or merge the Software with any other software.
- 6.5 You may not alter, obscure, or remove any notices of proprietary rights (including, but not limited to, the EULA) 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.
- 6.6 [You may not make copies of the Software over a network or by any other method of remote access.]
- 6.7 [Subject to Clause 5.1(d), you may not make the Software or

- Documentation available in any form or for any reason 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 on a permanent basis, all copies thereof are transferred, and the transferee agrees to be bound by the terms of this EULA [and such agreement within <<insert period>>]. Upon such transfer, you shall provide a copy of this EULA in any 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 applicable laws, rules, and regulations governing the use of the Software and the protection of personal data.
9. **Software Updates**
- The Licensor may, from time to time, make available updates, patches, fixes and similar for the Software. The Software updates shall be provided to you before purchase of the Software or, if already purchased, before the date of purchase. You shall be deemed to have accepted such updates, patches, fixes and similar for the Software if you use the Software after the date of purchase.
10. **Limited Warranty**
- 10.1 The Licensor warrants that the Software will, when used on a computer or other device which meets the minimum system requirements set out above in Clause 2, materially conform to the specifications set out in the Documentation and that the Documentation will accurately and completely describe the Software in all material respects for a period of <<insert start of warranty period, e.g. the date of purchase or installation>> (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 within the Warranty Period, the Licensor shall, at its sole option,:
- a) repair the Software; or
- b) replace the Software with new Software conforming to the specifications described in the Documentation.
- 10.3 [The remedies available under Clause 10.2, above, may be subject to the provision of information to the Licensor that the Software is defective.]

- Licensor may reasonably require you to [diagnose, reproduce, and remedy the defect or fault.]
- 10.4 The warranty granted by the Licensor shall not apply to the extent that any defect or fault in the Software is caused by your unauthorised alteration or modification of the Software or the use of the Software in breach of the terms and conditions of this EULA.
- 10.5 The Licensor does not accept any responsibility to ensure that the Software or the Documentation will meet your particular requirements (and the Documentation itself, where appropriate).
- 10.6 The warranty granted by the Licensor is 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's Office.
- 11. Limitation of Liability**
- 11.1 The Software and Documentation are provided for personal, non-commercial use by you, the Licensee.
- 11.2 If the Licensor fails to use reasonable endeavours to remedy any loss or damage suffered by you that is either obvious to you or it is foreseeable that it might occur at the time this EULA is entered into, the Licensor shall not be responsible for loss or damage suffered by you. Loss or damage is "foreseeable" if it is a type of loss or damage which the Licensor knew that it might occur.
- 11.3 The Licensor will be responsible for any computer, device, or digital content belonging to you or supplied to you by the Licensor which is defective digital content supplied to you by the Licensor. Updates, patches, fixes and similar as described above in Clause 11.3, shall be provided free of charge. In the event of such damage, the Licensor will endeavour to provide a replacement or repair the damage.
- 11.4 The Licensor shall not be responsible 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 you have not correctly followed the installation instructions for the Software or the system requirements set out above in Clause 2.
- 11.5 The Licensor shall not be responsible for any business losses including:
- a) loss of profit
 - b) loss of sales
 - c) loss of revenue
 - d) loss of agreed contracts
 - e) loss of anticipated business
 - 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 resulting from the Licensor's negligence or that of its employees, agents, or subcontractors; for fraud or fraudulent

misrepresentation;
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liability which cannot be limited or

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>>.

12.2 By continuing to use the Software and Documentation following receipt and review of the notice described 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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Documentation following receipt and review of the notice described above, you shall be deemed to have accepted the changes.

LA, 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 upon the date of installation. You may terminate it at any time by fully uninstalling, deleting the Software from any and all computers or devices in 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 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, but not limited to, using the Software and Documentation;
- c) You must immediately stop installing, deleting, or otherwise remove the Software and Documentation from all computers or devices in your possession or control;
- d) You must immediately return the Software and Documentation to the Licensor (at the Licensor's option) or destroy the Software and Documentation in your possession or control. If the Licensor requires the deletion or destruction of the Software and Documentation, you must certify to the Licensor that you have done so.

you may terminate it at any time by fully uninstalling, deleting the Software from any and all computers or devices in your possession or control and deleting or destroying all copies of the Software and Documentation in your possession or control.]

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b) You must immediately stop all actions permitted under this EULA, but not limited to, using the Software and Documentation;

c) You must immediately stop installing, deleting, or otherwise remove the Software and Documentation from all computers or devices in your possession or control;

d) You must immediately return the Software and Documentation to the Licensor (at the Licensor's option) or destroy the Software and Documentation in your possession or control. If the Licensor requires the deletion or destruction of the Software and Documentation, 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 regarding the collection, processing, storage, and retention of personal data, please refer to the Licensor's privacy policy, which is available at [insert URL]. The collection, processing, storage, and retention of personal data is limited to the purpose(s) for which the personal data is used, and the rights of the Licensor [and the rights of Authorised

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collection, processing, storage, and retention of personal data is limited to the purpose(s) for which the personal data is used, and the rights of the Licensor [and the rights of Authorised

Users] and how to e
name of document,
<<insert location>>]

ase refer to the Licensor's <<insert
Privacy Policy, etc.>> [available from

15. Notices

- 15.1 All notices under this EULA shall be sent by email or to the address provided by you which details are provided, e.g. "registered the Software".
- 15.2 All notices sent to you shall be sent by email or to the address provided by you which details are provided, e.g. "registered the Software".
- 15.3 If you wish to contact the Licensor by a provision in this EULA, you shall contact the Licensor by email at <<insert email address>> or by post at <<insert name of Licensor>>, <<insert address>>. The Licensor shall 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 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 this EULA. No such person or party will be entitled to enforce a 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.
- 17.3 No failure or delay in exercising any of its rights under this EULA means that the Licensor has waived that right, and no waiver by the Licensor of a breach of this EULA means that the Licensor will waive a subsequent breach of this EULA or any other provision.

18. [Alternative Dispute Resolution]

- 18.1 Alternative dispute resolution refers to methods of resolving disputes between parties without resorting to litigation.
- 18.2 The Licensor's ADR provider is <<insert name of ADR provider>>. If you are unhappy with how the Licensor has handled any complaint, you may wish to contact <<insert name of ADR provider>> via their website at <<insert website address>>.
- 18.3 Complaints can be made to the Licensor's ADR provider <<insert name of ADR provider>> via their website at <<insert website address>>.

18.4 [<<insert name of A
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charge you for making a complaint,
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19. **Law and Jurisdiction**

19.1 This EULA (includ
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within the jurisdiction of the courts
Ireland, as determined by your

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