

NZ-TCits04

## **End User Licence Agreement (EULA): downloaded software**

## Licence Agreement

These are the terms and conditions subject to which we license any of our products to you. By using a Licensed Product, you agree to be bound by them .

18 .

We are [name], a company registered in [ ], [ ].

Our address is [address]

GST Registration Number: [number]

You are: Anyone who buys a Licence .

**It is now agreed as follows:**

### 1. Definitions

In this agreement, the following words shall have the following meanings,  
:

“Computer” includes any work station, electronic

“Copy or Publish” with reference to a Licensed Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up,

"Intellectual Property" means intellectual property owned by us, of every sort, whether or not registered or registrable in any country, including all Licensed Products, intellectual property of all kinds coming into existence after today; and including, among others, patents, trade marks, unregistered

“Licence” means a licence granted by us to you in the terms of this

“Licensed Product”	means any product, material or thing offered for license by us on Our Website, including the Software, and whether or not bought by you. A reference to “Product” shall be a
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us [or any member of the [ ]].
“Restrictions on Use”	means first, the restrictions set out in this agreement and second, all restrictions or limitations arising from choices you made at the time of purchase. These may relate to limitations on use, territory, duration, or any other choice which defines
“Software”	means the software which constitutes the Licensed Product or which provides any electronic function
“Third Party Owner”	means an owner of a Licensed Product which

## 2. Grant of Licence

### *Option One*

- 2.1. Subject to payment of the licence fee [from time to time,] and to the other terms of this agreement, we grant to you a Licence for eighty years [ ]].
- 2.2. We do not offer the Licence in all countries. We may refuse or revoke a Licence and return your



3.2. separate the component parts of the Software

;

3.3. sub-license,

;

3.4. Copy or Publish

;

3.5. represent or give the

;

3.6. remove any identification or reference number

.

## 4. Further requirements of the Licence

4.1. You must not allow any other person

.

4.2. [\[Every publication or appearance](#)

[ ].

4.3. Every publication or appearance of a Licensed Product on a website must be protected as

“

4.4. You must not use a Licensed Product:

4.4.1 except for

;

4.4.2 in part or as

;

4.5. If any information you give us is

.

## 5. Copying the Licensed Product

[For server software]

- 5.1. You may install only
- 5.2. You must not use
- 5.3. You may install one additional copy of the Software on a

[For developer software]

- 5.4. You may install and use one copy of the Software on a single Computer. You may
- 5.5. The primary user of the Computer on which
- 5.6. You may modify the Software,

[For end user software]

- 5.7. You may install and use one copy of the Software on a single Computer. You may
- 5.8. The primary user of the Computer on which
- 5.9. You must not install the Software on more than two Computers and you

5.10. If you have bought multiple licences of the Software, you may make the number of additional copies of

OR

Despite the above

5.11. once for the purpose of system maintenance

5.12. to a contractor of yours whose contract is to work on the project or purpose for which you have bought the Licensed Product.

## 6. Freedom to transfer

6.1. You may permanently transfer

6.1.1 you retain no copies;

6.1.2 you transfer all of the Licensed Product (

6.1.3 within [15] days of any transfer,

OR

6.2. You may not assign, delegate, sub-contract,

- 6.2.1 you may assign and transfer all your rights and obligations under this agreement

## 7. Renewal payments

*[Keep this paragraph*

1

4

- 7.1. At least **[four]** weeks before expiry of the period for which you have paid,

- 7.2. **At any time before expiry of your Licence, you may**

- 7.3. At expiry of your Licence we shall automatically take payment from your

## 8. Security of your **[credit card]**

We take care

- 8.1. **Card payments are not processed through pages controlled by us.**



- 8.2. [If you have asked us to remember your credit card details in readiness for your next purchase](#)

## 9. Third Party Owners and additional restrictions

[\[Use this paragraph](#)

[.\]](#)

Some Products offered for Licence on Our Website are

- 9.1. the price of the

;

- 9.2. you have no

;

- 9.3. we are the agent of the Third

;

- 9.4. you remain liable to the

;

- 9.5. in any event when you may be liable to the Third Party Owner for breach of this

## 10. Disclaimers and limitation of liability

- 10.1. The law differs from one

- 10.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction

10.3.

:

10.3.1 useful to you;

10.3.2 of satisfactory quality;

10.3.3 fit for a particular purpose;

10.3.4 data-secure;

10.3.5

10.4.

10.5.

12

*OR*

10.6.

,\$[ 1 , 000 ].

10.7.

:

10.7.1 indirect or consequential loss; or

10.7.2

10.8.

( )

10.9.

[ ].

10.10.

## 11. [U.S. Government end users

[ ] " " 48 . 2 . 101 .  
48 . 12 . 212 48 .  
. 227 . 7202 - 1 227 . 7202 - 4 ,  
[ ]  
].

## 12. You indemnify us

12.1.

;

12.2. your breach of this agreement;

12.3.

,

;

12.4.

## 13. Copyright and other Intellectual Property

13.1. You agree that at all times you will:

13.1.1

;

13.1.2

13.2.

13.3.

13.3.1 immediately stop using the Licensed Product;

13.3.2

13.3.3

13.4. [

[ 14 ]

13.5. [

## 14. Miscellaneous matters

14.1.

14.2.

14.3.

14.4.

14.5.

1993

14.6.

14.7.

14.8.

14.9.

[ - . ]

It shall be deemed to have been delivered:

;

72

;

- : 24

14.10.

,

14.11.

14.12.

14.13.

,

# Explanatory Notes:

## End User Licence Agreement (EULA): downloaded software

### Paragraph specific notes:

Drafting notes referable to specific paragraphs

#### 1. Definitions

We know nothing about your business, so we cannot provide you with defined terms which precisely describe what you sell. Most people do not read your terms (even if they have to “tick the box”). The people who do take the trouble to read them are likely to be the sort of people who expect the same attention to detail from you as they themselves give to their purchase of your goods or services. It therefore helps you to obtain

##### We use

“Licensed Product”

“Our Website”

##### You decide to change to

“Sarah’s drawings” or “Soccer software”

“The Jones Site” / “ ”

But if you do change the defined word, **make sure it applies to every use**

Remember too, that when a word or phrase is defined, the defined meaning, capitalised, takes precedence over the

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really

#### 2. Grant of Licence

##### Option One

This is the first of several paragraphs which

It is not safe to allow copyright works to

Be careful not to delete the reference

### **Option Two Grant of Licence ( , )**

Alternative grant when licence is not renewable

### **3. Restrictions on Use of Licensed Product**

These points are matters for your choice. You can delete what

The basis of this paragraph is that you sell multiple variations of the licensed product and/or multiple variants on the licence offered. Your licensees will have selected

We consider all the points

### **4. Further requirements of the Licence**

We have no comment.

### **5. Copying the Licensed Product**

For some licensed products, for use in certain circumstances, permission to copy may be required. We want to be sure that copying you allow is strictly limited to

;

You should select one of the three and delete the other two.

We have defined "Computer" very broadly to include all electronic devices, but you could edit the definition or

- ,

### **6. Freedom to transfer**



Your customers may be unhappy if they are unable to transfer the licensed product, for example to

## **7. Renewal payments**

We have provided for auto renewal of the licence provision. In law that provision is void unless the buyer has agreed to it in advance you cannot unilaterally renew a contract. However, if

The best way to deal with this issue is to provide a warning to /

## **8. Security of your credit card**

This short paragraph is intended primarily to re-

For payment you

## **9. Third Party Owners and additional restrictions**

If you license only

1 .

Otherwise, edit to fit the arrangements you have made with your owners.

## **10. Disclaimers and limitation of liability**

The law is complicated and much depends on the facts of

You will see that we have also included in the provision for

**11. U.S. Government end users**

Specifically prevents offending against US law.

(

)

**12. You indemnify us**

We suggest no edits.

**13. Copyright and other Intellectual Property**

We have placed the definition right here so

Although you cannot prevent some person from acting maliciously or unlawfully, this paragraph is drawn to give you the

“

”

**14. Miscellaneous matters**

A number of special points, we have identified each of these as