



GENERAL INSTRUCTIONS

WHAT IS AN END USER LICENSE AGREEMENT?

An End User License Agreement is a contract between two parties -- the licensor and the licensee -- for the right to use proprietary software. The licensor or vendor is often an individual or software company who created the software. The licensee is the user who pays a fee to use, download, or install a copy of the software.

An End User License Agreement is often known by its abbreviated form EULA. An EULA protects the licensor or copyright owner of the software by prohibiting the licensee from re-selling the software for their own personal gain at your expense. A license essentially gives the user "permission" or a limited right to use the software.

WHEN IS IT NEEDED?

An End User License Agreement is commonly used when an individual or company gives creates proprietary software and would like to make money by allowing others to use the program in limited ways. If the licensor is worried about their copyright, an EULA prevents others from copying the source code, selling the software as their own, or transferring the software to a non-paying user.

Without an End User License Agreement, a software publisher is in many ways agreeing to a free and open-source software license. In these "copyleft" situations, all future versions of the software must continue to be distributed for free. Instead, if the individual or company who created the software wants to earn money, an EULA protects their their source code and specially written program, mobile app, or website from being copied or used without permission.

MOST COMMON SITUATIONS

- websites mobile apps
- software applications
- computer programs

WHAT SHOULD BE INCLUDED?

To be valid, an End User License Agreement must include at least the following:

- **Disclaimer of Warranties:** the software is often provided "as is" and the licensor is not responsible for any problems that may arise from using the software
- **Governing Law:** which state's laws will apply if there is a dispute or problem
- **Infringement Acknowledgement:** the user is responsible for any legal issues related to copyright infringement
- **Licensor:** name and address of the individual or company who created the software
- **Licensee:** name and address of the user who wants to install or download the software
- **License Granting:** limitations on how the software can be used by the licensee
- **Limitations of Liability:** whether the licensor will be responsible for any damages or problems that arise from using the software
- **Maintenance and Support:** whether the user will be provided support on site or by phone, either 24 hours 7 days per week, quarterly, or annually
- **Software:** name or title of the computer software program created and now licensed
- **Termination:** whether the software developer has the right to end the license if the user violates the EULA or other issues arise
- **Use Restrictions:** the licensee is limited in how they can legally or illegally use the software

OTHER NAMES

As a reference, an End User License Agreement is known by other names, which include: Browse Wrap Agreement, Click-Wrap License, EULA, End-Use License Agreement, License Agreement, Licensed Application End-User Agreement, Shrink-Wrap License, Software License Agreement.