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| SCHOOL OF INFORMATION AND TECHNOLOGY | | |
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SYSADM1 – Evaluating End-User License Agreement

Instruction/s:

1. Evaluate the end-user license agreement below
2. Identify what is being asked for by answering items numbers 1- 14.
3. Refer to the grading rubric attached.

This End-User License Agreement ("Agreement") governs your use of Clarity Vision (“Software”), developed by Digital Dawn Solutions ("Provider"). By installing, copying, or using the Software, you agree to be bound by the terms of this Agreement. Provider grants you a non-exclusive, non-transferable license to use the Software for your personal or internal business purposes. You may not modify, distribute, sublicense, or create derivative works based on the Software. The Software and all related intellectual property rights, including but not limited to copyrights, trademarks, and patents, are owned by Provider. This Agreement does not grant you ownership of the Software. The software is provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Provider does not warrant that the software will be error-free or operate without interruption. In no event shall provider be liable for any indirect, incidental, special, consequential, or exemplary damages (including, but not limited to, damages for loss of profits, business interruption, loss of information, or any other pecuniary loss) arising out of or in connection with the use or inability to use the software, even if provider has been advised of the possibility of such damages. Provider may terminate this Agreement immediately if you breach any of its terms. Upon termination, you must cease all use of the Software and destroy all copies in your possession. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction]. Any disputes arising under or in connection with this Agreement shall be resolved exclusively in the courts of [Jurisdiction]. This Agreement constitutes the entire agreement between you and Provider and supersedes all prior or contemporaneous communications and proposals, whether oral or written. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. Provider may, from time to time, provide updates or upgrades to the Software. Your continued use of the Software after the availability of such updates or upgrades shall constitute your acceptance of the terms and conditions governing their use.The Software may include third-party software components. Your use of such components is subject to the terms

and conditions of their respective licenses. By installing, copying, or using the Software, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.

1. Parties involved

The parties involved are the end-user and the software provider, which is Digital Dawn Solutions

1. Scope

The agreement defines how the software and how it can be used by the user whether for personal use or business purposes

1. Rights granted

The user is granted a non-exclusive, non-transferable license to use the software. Many users can be granted the same type of license, but they are not allowed to transfer their license to other users

1. Restrictions

The users who use the software are not allowed to modify, distribute, sublicense, or create derivative works based on the software

1. Intellectual property

The software and all related property rights such as copyrights, trademarks, and patents are owned by Digital Dawn Solutions. The users are only given licenses to use the software, they do not own it.

1. Transfer of ownership

The users are not granted ownership of the software, they are only given licenses.

1. Warranty

The agreement states that the software is provided “as is” meaning that the software may not be free from defects or may not function as intended for any particular purpose

1. Limitation of liability

The agreement states that the provider will not be held accountable for indirect, incidental, special, consequential, or exemplary damages that may occur from the use or inability to use the software

1. Grounds of termination

The agreement states that if the user breaches any of the agreed-upon terms, such as modifying or distributing the software, the provider may terminate the agreement

1. Consequences of termination

The moment the agreement between the provider and the user is terminated, the user must stop using the software and destroy all copies that they possess

1. Applicable law

The agreement is governed by and construed under the laws of its specified jurisdiction. Terms and conditions may be interpreted and enforced differently based on the specified jurisdiction

1. Privacy policy

The agreement does not mention anything regarding a privacy policy

1. Updates and upgrades

If the users continue to use the software after the provider has made upgrades or updates, it indicates that the user accepts the new terms and conditions associated with the updates and upgrades

1. Third-party software

The agreement states that the software may include third-party software components, and the user must comply with the terms and conditions of their licenses

1. \*\*Parties involved\*\*

- The agreement is between the user of the software ("you") and the provider of the software, Digital Dawn Solutions ("Provider").

2. \*\*Scope\*\*

- The agreement governs the use of the software, Clarity Vision, for personal or internal business purposes.

3. \*\*Rights granted\*\*

- The provider grants a non-exclusive, non-transferable license to use the software. This means users can use the software but cannot sublicense or transfer the rights to someone else.

4. \*\*Restrictions\*\*

- The user cannot modify, distribute, sublicense, or create derivative works based on the software. These are standard restrictions to protect the provider's intellectual property.

5. \*\*Intellectual property\*\*

- The software and all related intellectual property rights (including copyrights, trademarks, and patents) are owned by the provider. This reinforces that users are only granted a license, not ownership of the software.

6. \*\*Transfer of ownership\*\*

- There is no transfer of ownership; the user does not gain any ownership of the software, only a license to use it under the conditions specified.

7. \*\*Warranty\*\*

- The software is provided "as is" without any warranties, express or implied. This means the provider does not guarantee that the software is free from defects or fit for a particular purpose.

8. \*\*Limitation of liability\*\*

- The provider is not liable for any indirect, incidental, special, consequential, or exemplary damages that may arise from the use or inability to use the software. This includes damages such as loss of profits, business interruption, or data loss.

9. \*\*Grounds of termination\*\*

- The provider may terminate the agreement if the user breaches any of its terms. No other grounds for termination are listed.

10. \*\*Consequences of termination\*\*

- Upon termination, the user must stop using the software and destroy all copies in their possession.

11. \*\*Applicable law\*\*

- The agreement is governed by the laws of a specified [Jurisdiction], and any disputes will be resolved exclusively in the courts of that jurisdiction.

12. \*\*Privacy policy\*\*

- The agreement does not include a specific privacy policy, nor does it mention how user data will be handled.

13. \*\*Updates and upgrades\*\*

- The provider may provide updates or upgrades from time to time, and continued use of the software after updates indicates acceptance of the new terms.

14. \*\*Third-party software\*\*

- The software may include third-party components, and users must adhere to the respective licenses of those components.

**Grading Rubric**

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| **Criteria** | **Excellent | 10 pts** | **Proficient | 7 pts** | **Basic | 4 pts** | **Needs Improvement | 2pts** |
| Accuracy of Identified Clauses | All 14 items are accurately identified with precise and correct references to the EULA text. | 12-13 items are accurately identified with mostly correct references to the EULA text. | 9-11 items are identified, but several references to the EULA text are vague or incorrect. | Fewer than 9 items are identified, with little or no accurate references to the EULA text. |
| Completeness | All 14 items are fully answered, addressing all aspects of each clause in the EULA. | Most items (12-13) are fully answered, with minor omissions. | Some items (9-11) are incomplete, with noticeable omissions. | Fewer than 9 items are complete, with major omissions or irrelevant answers. |
| Language and Clarity | Uses clear, precise legal terms and concise language for each item. | Uses appropriate legal terms and mostly clear language, with minor issues. | Some misuse of legal terms or unclear language affecting a few items. | Frequent misuse of legal terms or unclear language significantly affects understanding. |
| Presentation & Organization | Responses are  well-organized, with each item clearly numbered, logically structured, and easy to follow. | Responses are generally organized, with most items clearly numbered and easy to follow. | Responses lack consistent organization, with some items difficult to follow. | Responses are poorly organized, making it difficult to identify or understand answers. |

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