

End User Licence Agreement

DESKTOP & WEB SOFTWARE TEMPLATE

Last updated: [EFFECTIVE DATE]

This End User Licence Agreement explains the terms on which [COMPANY NAME] licenses its software to you. It applies to the desktop and web software made available at [WEBSITE URL], including installers, documentation, and any updates supplied with it. It takes effect on [EFFECTIVE DATE].

The software is licensed, not sold. You receive a right to use it under the conditions set out below. You do not acquire ownership of the software or of any copy of it.

By installing, activating, or using the software, you accept these terms. If you do not accept them, do not install or use the software, and remove any copies in your control.

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How to use this template

1. Replace every [PLACEHOLDER] with your own details. Use Find and Replace in Word to catch them all.
2. Delete any section that does not apply to your business, and renumber the headings that follow.
3. Have the finished document reviewed by a qualified lawyer in [COUNTRY/STATE] before you publish it.

1. Licence Grant And Scope

[COMPANY NAME] grants you a non-exclusive, non-transferable, revocable licence to install and use the software for your internal business or personal purposes. The licence runs for as long as your subscription or perpetual licence remains valid and you follow this agreement.

The scope of your licence depends on the plan you purchased. Unless your order confirmation states otherwise, the following limits apply.

- You may install the software on up to [NUMBER] devices for each licensed user.
- Each licensed seat is for one named individual and may not be shared between people.
- You may keep one copy of the software for backup or archival purposes.
- You may run the software in a test or staging environment that does not serve live users.
- Access to the web version is limited to the number of user accounts stated in your plan.

2. Licence Restrictions

The restrictions below apply to every licence, whether trial, subscription, or perpetual. They apply to you and to anyone using the software under your account.

- Do not reverse engineer, decompile, or disassemble the software, except where that right cannot be excluded by law.
- Do not resell, rent, lease, sublicense, or supply the software to third parties as a service.
- Do not circumvent, disable, or tamper with licence keys, activation checks, or usage limits.
- Do not remove or alter copyright notices, product identification, or proprietary markings.
- Do not use the software to build a competing product or to run benchmarks for publication.
- Do not use the software in breach of applicable law or in a way that disrupts our systems.

3. Ownership And Intellectual Property

[COMPANY NAME] and its licensors own the software, its source code, its interfaces, and all related intellectual property rights. Nothing in this agreement transfers those rights to you.

You keep ownership of the data, files, and documents you create with the software. Any feedback, bug report, or suggestion you send to us may be used without restriction and without payment to you.

Trade marks, logos, and product names used in or with the software remain the property of their owners. This licence does not grant you a right to use them.

4. Third Party Components

The software includes third party and open source components. Those components are licensed under their own terms, which are listed in the product documentation or in a notices file supplied with the software.

Where an open source licence gives you rights broader than this agreement, that licence governs your use of the component in question. [COMPANY NAME] does not control third party components and accepts responsibility for them only to the extent the relevant licence requires.

5. Updates And Maintenance

[COMPANY NAME] may release updates, patches, and new versions of the software. Updates may install automatically unless you turn that setting off. This agreement applies to updates unless an update is supplied with its own separate terms.

Maintenance and support are provided at the level stated in your plan. Support requests are handled through [SUPPORT URL]. We may end support for older versions after giving [NUMBER] days notice.

We may change, add, or withdraw features. Where a change materially reduces core functionality during a paid term, we will tell you before it takes effect.

6. Licence Keys And Activation

Some editions of the software require a licence key or online activation. Activation confirms that your copy is licensed and records how many installations are in use against your plan.

An activation check may collect limited technical information such as the licence key, product version, operating system, and a device identifier. We use that information to enforce licence limits and to provide support.

Keep your licence key confidential. You are responsible for use of the software under your key. Contact [CONTACT EMAIL] if you believe your key has been shared or misused, and we will issue a replacement.

7. Term And Termination

This agreement starts when you first install or activate the software and continues until it is terminated. A subscription licence ends when the subscription lapses or is cancelled.

[COMPANY NAME] may terminate this agreement if you breach it and do not fix the breach within [NUMBER] days of written notice. We may terminate immediately for a breach of the licence restrictions.

On termination you must stop using the software, uninstall all copies, and destroy any backups. The sections covering ownership, warranties, liability, and governing law continue to apply after termination.

8. Warranties And Liability

The software is provided on an as is and as available basis. To the extent permitted by law, [COMPANY NAME] excludes all implied warranties, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

We do not warrant that the software will be uninterrupted, free of errors, or compatible with every system configuration. You are responsible for keeping backups of your data and for testing the software in your own environment.

To the extent permitted by law, [COMPANY NAME] is not liable for lost profits, lost data, business interruption, or indirect or consequential loss. Our total liability under this agreement is limited to the amount you paid for the licence in the [NUMBER] months before the claim arose, in [CURRENCY].

Some jurisdictions do not allow certain exclusions or limits. Where that is the case, the terms above apply only so far as local law permits.

9. Export And Governing Law

You must comply with applicable export control and sanctions laws when you use, download, or transfer the software. You confirm that you are not located in an embargoed territory and that you are not named on a restricted party list.

This agreement is governed by the laws of [COUNTRY/STATE]. The courts of [COUNTRY/STATE] have jurisdiction over any dispute, unless local law gives you the right to bring proceedings elsewhere.

If a clause is found to be unenforceable, the rest of the agreement continues to apply. A failure to enforce a term is not a waiver of it.

10. Contact

Send licensing questions, key requests, and formal notices under this agreement to [CONTACT EMAIL].

Written notices may also be sent to [COMPANY NAME] at [POSTAL ADDRESS]. Technical support requests should be raised through [SUPPORT URL] so they can be tracked and answered in order.

Before you publish

This template is a starting point only. Have it reviewed by a qualified lawyer in your jurisdiction before you rely on it, and replace every placeholder in square brackets with your own details.



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