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5 Reasons Your Software Needs an EULA.

If you develop software applications, an EULA (End-User License Agreement) will be a very important and advantageous legal agreement for you to include with the distribution of your software app .

An EULA is essentially a contract between the software developer or publisher (the company creating the application), and the end-user (the user using the application).

This kind of legal agreement grants a user a license to use the app and presents important terms, restrictions on use, limits on liability of the software developer to the end-user, and other useful clauses.

Our EULA Generator makes it easy to create an EULA . Just follow these steps:

Click on the " EULA Generator " button. At Step 1, select the Desktop app option and click " Next step ":

Enter your email address where you'd like your EULA sent and click " Generate . "

You'll be able to instantly access and download your new EULA .

The user must agree to the terms of the EULA before being able to install or access the software. This example from the Adobe Flash Player application shows how desktop apps commonly force users to accept the EULA before installing or updating the software application.

The user must check the box that marks that a user has read and agrees to the terms of the agreement before the " Install " button becomes active and installation can occur. This ensures that users are held to be in agreement with the terms of the presented EULA before they are allowed to continue installing the Adobe Flash Player software:

Mobile apps also use EULAs . Below is an example from the BullGuard Mobile Backup app. Before installing and using the backup software, a user must tap " Accept " on her mobile device to accept the terms of the legal agreement.

There are a number of main advantages to software developers when it comes to having this legal agreement with your software app.

Here are 5 main advantages that will demonstrate why you really do need an EULA with your software app, regardless if it's a desktop app or a mobile app.

The EULA licenses your app to the user but doesn't sell the app to the user.

Providing a license to your users that allows them to use your app according to your limits and restrictions rather than providing them with full ownership of the app allows you to maintain far more control over the distribution and use of your app .

This is very important for enforcing other terms and conditions you may wish to include with the use of your app, as you are setting the stage for how a user will be able to interact with your app by granting them a license that comes with terms of use.

In the example below from Apple, the very first sentence states that " the Products transacted through the Service are licensed, not sold, to You for use only under the terms of this license. "

This lets a user know that a license to use is all that is being granted and that the license must be used according to the terms of the rest of the agreement.

Here's another example of a " License Grant " clause in a standard EULA. The clause states clearly that a revocable and limited right to install and use the app is granted:

An EULA restricts certain abusive uses of your app.

One of the main advantages to any sort of legal agreement, such as a Terms and Conditions or EULA, is that you can use these agreements to restrict undesirable uses of your app.

For example, you can explicitly say that your app cannot be used for activities that are illegal, or that involve spamming other users, hacking servers, screen scraping, reverse engineering, or other undesirable activities.

You are also able to maintain the right to revoke the granted license if a user is found to be violating your legal agreements by engaging in any of your restricted uses.

Below is an example of a " Restrictions on Use " clause in another standard EULA. This clause is where you can include all of the restrictions for using your app.

An EULA allows you to limit your liability.

As a software developer, limiting your liability is very important . If you don't do so, you're potentially opening yourself and your business up to lawsuits, many of which may be frivolous but still time-consuming and financially burdening.

For example, if someone installs your mobile app and her mobile device crashes because of the installation, she potentially may try to sue you to replace or repair the device.

By explicitly limiting your liability in your legal agreements (or any in other legal agreements) where applicable, the woman in the above example wouldn't be able to sue you for the damage caused to her mobile device because when she agreed to your EULA before installation of your app, she essentially assumed the risk that came with installation.

Below is an example of a general "Limitation of Liability" clause.

Note how it's very broad and limits the liability of the company, affiliates, partners, suppliers, licensors, etc., and covers "indirect, incidental, consequential, special or exemplary damages arising out of or connection with" use of the app.

An EULA allows you to disclaim warranties.

When someone installs your app, that user may have expectations that you will not actually be able to meet, such as 100% up-time, or zero bugs in the coding of the app.

A "Disclaimer of Warranties" clause in your EULA allows you to provide your app license and app on an "As Is" and "As Available" basis, and places the general risk and discretion of use on your users.

For example, if you have a business intelligence software app that tracks sales for a company and your servers are down for a period of time and sales cannot be tracked, a disclaimer of warranties will prohibit a company from holding you responsible for lost data or lost sales.

Below is an example of a general "Disclaimer of Warranties" clause. Note how the "As Is" language is included, and how it is made clear that there is no warranty that "the application or third-party content and services will meet your requirements."

Including this kind of clause in your legal agreement for your software application will help to protect you in the likely and realistic event that your software app isn't 100% perfect, 100% of the time.

An EULA can protect your right to terminate licenses or stop operating without repercussion.

While an EULA is put in place for granting licenses, these agreements are also great for maintaining your right to revoke licenses.

A clause in this kind of legal agreements that states that you may, at any time and for any reason, suspend or terminate licenses and associated rights works to maintain your full control over your app and let users know that they're not guaranteed to have unlimited and endless access to your licenses and will be a clause you can simply point to in the event a dispute arises about a revoked license.

Below is an example of a short but complete "Termination" clause in another standard EULA. It maintains your rights to revoke a license at any time and for any reason and provides that a user will cease use of the app and remove the app from his device.

Having an EULA provides many advantages for a software developer who wishes to distribute licenses to use an app and yet still maintain control over the app and be legally safeguarded against most lawsuits.

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Completing the CAPTCHA proves you are a human and gives you temporary access to the web property.

What can I do to prevent this in the future?

If you are on a personal connection, like at home, you can run an anti-virus scan on your device to make sure it is not infected with malware.

If you are at an office or shared network, you can ask the network administrator to run a scan across the network looking for misconfigured or infected devices.

Another way to prevent getting this page in the future is to use Privacy Pass. You may need to download version 2.0 now from the Chrome Web Store.

Cloudflare Ray ID: 67d4f4625de515e8 • Your IP : 188.246.226.140 • Performance & security by Cloudflare.

EULA Generator.

The EULA Generator helps you create a custom and professional End-User License Agreement (also called EULA) for your desktop or mobile application.

Save time and legal fees with our all-in-one EULA Generator.

TermsFeed has been of great help and I plan to continue to use your services in the future for my business needs.

Mar 4, 2021 - Kris generated legal policies.

Our app is published and the review was successful. You have a great service and your support was awesome.

Mar 3, 2021 - Tracey R. generated legal policies.

Articles about EULAs from our blog

How to Write the EULA Agreement.

By following these guidelines you will be able to write your own EULA for a software application.

EULA Agreements for Mobile Apps.

The EULA for your mobile app can prohibit a user from trying to reverse-engineer the app plus many other clauses.

Where to Add the EULA Agreement.

Learn where to show the EULA agreement in your software application (mobile and desktop app).

EULA Generator FAQ.

If you develop, sell or distribute software or mobile apps, an EULA is necessary to help you maintain control over your platform and the licenses you grant.

What is the purpose of an EULA?

An EULA's main purpose is to establish ownership rights to software or a mobile app, as well as the limited rights being granted to the user via a license.

An EULA also sets forth the terms of the license, such as limits on commercial use and transferring or selling the license.

Why is an EULA important?

An EULA is important because it helps to legally protect your rights as the distributor/owner of software or a mobile app. This is because an EULA is an enforceable legal agreement when your users agree to it, so the terms in your EULA become binding.

Another important aspect of an EULA is that it lets your users know what rights they have, what limits they have and exactly what they cannot do with their license to your software.

Do I need to have an EULA?

It is not a legal requirement that you have an EULA. However, you should have one in place to protect your rights and maintain control over your software or mobile app.

Are there disadvantages to having an EULA?

The only disadvantage to having an EULA with your software or mobile app would be if you wrote it poorly or left out important clauses and sections. Make sure your EULA is complete and thorough to get the most advantages out of it.

What should my EULA include?

Your EULA should include clauses that address the following topics:

License Granting Restrictions on Use Related Agreements Copyright Infringement Termination of Licensing Warranty Disclaimer Limitation of Liability.

Each EULA will differ slightly due to differences in the nature of your business, but these are the main topics that an EULA should cover.

What's the difference between an EULA and a Terms and Conditions agreement?

A Terms and Conditions agreement is an optional agreement that sets out your rules and other important terms. You'll see them far more often than EULAs, including on general websites that don't involve software or mobile app distribution.

Standard clauses you'll find in a T&C address things like governing law, restricted uses, warranty disclaimers, payment terms, contact information, the right to terminate accounts, third party rights, user-generated content and user guidelines.

An EULA is an optional agreement that lets your users know what level of license they are granted to your software or mobile app, and what they cannot do with the license.

EULAs are important for protecting your own rights and control when it comes to your software or mobile app. While a T&C also protects your rights and maintains your control, a T&C is far more broad in scope and addresses more areas of a business than EULAs do.

What's the difference between an EULA and a Software License Agreement?

There really isn't one. These agreements are the same thing, just with different names. They both grant a limited license to users and contain clauses addressing restricted uses, warranties, maintenance and updates, payments, support and terminating accounts.

Are EULAs legally binding?

EULAs are legally binding if you get appropriate agreement from your users.

The most common way to do this is to present your users with your EULA at installation or download, and ask them to agree to the terms within.

You can request agreement by having your users check a box or click a button that's clearly labeled to show that by doing either action, the user is agreeing to be bound by the EULA.

If you don't get clear consent, your EULA may not hold up in court since a formal contract may not be found to be formed.

Where do I place my EULA?

You should make your EULA available at any time to people who want to review it.

Add a link to your EULA to your business website's footer, and in your app store listing. This allows potential users to check it out before buying or downloading your product.

Include a link to it somewhere within your app, such as in a "Legal" or "About" menu.

Also include your EULA at the beginning of the installation process and ask for users to consent or agree to it.

EULA vs Free Software License.

Most software available today is licensed, not purchased. Consumers have no shortage of products to consider, and those with good programming skills often choose software with open code so they can add their own features and functionality.

Generally, items with closed code are licensed through End Use License Agreements (EULA) while open code products use one of the many Free Software License forms. These agreement types have vast differences between them because they grant different rights and duties.

Here are the primary differences between EULAs and Free Software Licenses.

Parties to the agreement.

The EULA is a contract between a purchaser and a seller that allows the purchaser to use the software. It defines how the software may be used and any relevant limitations.

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Enter your email address where you'd like your EULA sent and click "Generate."

You'll be able to instantly access and download your new EULA.

It is a direct communication that arises in each transaction. Users purchasing or subscribing to the software product must first agree to the EULA terms. This involves clicking an "I agree" button. Often times, it is impossible to access the software unless the user takes the step to agree.

The Free Software License acts as a notice to users and is not a contract. It does not present itself when users access the software and accepting the terms is not required for access. The license is merely a declaration of "I grant you the permission to copy and modify this software" as it grants rights to the user to access, use, modify, and even distribute the product.

Ownership.

Almost all software licenses are proprietary, meaning they are distributed for use only, not modification. Users are limited on how many devices can run the software and who can use it. The distributor retains full ownership of the software.

That makes ownership and intellectual property important topics in a EULA. This topic requires its own section and violating these rights can be cause for termination of the licensing agreement.

Parallels Software places this section in its EULA about its copyrights and ownership rights in its products:

Software controlled by a free license may have an owner, but that individual or entity does not retain exclusive rights. Instead they develop a base

product that can be changed and redistributed by other people.

However, the agreement will claim copyright ownership. Rather than claim a proprietary interest, it will only insist that the user who makes modifications still refer to the original creator of the source code.

This is often done in the rights granted section rather than in its own section.

Rights granted.

Rights under a EULA-licensed software are limited to the user who makes the purchase. They are not allowed to transfer their interests or modify the software.

Depending on the product, the rights may include installation and use limits. For example, some EULAs are considered workstation licenses since they only authorize installation on one device.

If a user is allowed to install the software on multiple devices, that is a concurrent use license. However, there can be other limitations including number of devices and site location.

These limits are often addressed in the EULA as a list.

This example from Piriform CC Cleaner shows a list of what a user is not allowed to do. Since this is a personal product, that includes not installing it for commercial use and never modifying the software:

On Free Software Licenses, there are few restrictions. Forms contain a section on basic permissions that indicate wide latitude for users who access the software.

The GNU General Public License is a common licensing form for distributors of open source software. It offers a section that describes the rights of the user and how they retain them:

Another form, the MIT License, places simple expectations on users. Basically, all they need to do is include a copyright statement:

An easy way to distinguish these agreements is that EULAs often define rights by what users cannot do while the Free Software License focuses on what is possible for users to do .

As long as users are willing to share their products and satisfy other requests, they enjoy wide discretion under the Free Software License. However, this type of discretion is never present in an EULA.

Obligations and duties.

Users desiring a license in a proprietary product must give something in exchange. This is normally a licensing fee either paid upfront or through a monthly, annual or quarterly subscription.

Adobe makes it clear that licensing fees are vital for maintaining a license to its software products:

EULAs also allow distributors to terminate licenses. This allows them to enforce the EULA and maintain their rights.

In its standard EULA, Apple explains that failure to comply with the license (which would include nonpayment of fees) results in termination and no further use of the software:

Free software products may impose some duties, but they are not nearly as limiting. In the MIT example above, there is merely the requirement that the user place the required notice on their product. That is normally just a quick copy and paste job that does not limit a user's rights to modify or distribute any new products they produce from the open code.

Acceptance of terms.

Because it's a contract, an EULA and its terms must be accepted by users. This is often accomplished through an online dialog where a user must indicate affirmative assent to agree to follow the EULA.

This is often confirmed at installation, like with the Adobe Flash Player here. Unless a user clicks the box saying they read the license agreement, they cannot press the "Install" button:

Acceptance can also be required when a user accesses the software or app for the first time.

This example is provided by Chase Mobile Banking:

Free Software Licenses do not require acceptance . As mentioned above, they are a notice to the user - not an agreement - and that does not require affirmative assent. Users only need to review the license to be sure they follow the requirements and modify the software appropriately.

Liability.

Liability is an element both agreements hold in common. Whether a distributor provides proprietary or free software, they still wish to avoid facing liability.

This is due the risks often associated with all software products. Users are often reliant on them and have high expectations. However, developments like server crashes, unexpected bugs or even hacker attacks can render software useless through no fault of its creators.

That makes limiting liability and disclaiming warranties important for all types of software products. These are often very visible provisions with drafters using bold text or all-caps.

Parallels Software uses a combination of bold headers and all-caps to draw attention to its liability limitations:

It does the same thing with its warranty disclaimer:

The General Public License contains similar provisions and takes the same approach to make them noticeable:

To extend protection users who access and modify open code software, the General Public License allows them to expand on disclaimers and liability limits:

The only difference between these provisions is that the Free Software License offers broader language. That is likely due to the fact that it addresses many products.

While EULAs are designed for a specific product or line of products, the Free Software License intends to include all software offered with open code .

Enforcement.

There is a question about whether EULAs are enforceable. There is dispute in the legal field and among consumers regarding whether their terms are fair.

One of these issues arises from unequal dealing power. Courts often consider EULAs adhesion contracts, meaning consumers must accept the terms or find a different software to use. There is no room for negotiation and consumers often have no choice but to accept the agreement.

Since common products like Adobe Acrobat and Microsoft Office do not have many competitors, this was perceived as giving consumers no real choices. Some courts even described this as coercion where software developers took advantage of a consumer's dependence on their products.

However, other courts confirmed EULAs were enforceable as long as they do not contain abusive terms. Clauses limiting forums for disputes and requiring payment are upheld. However, any provisions limiting damages or providing unlimited discretion for termination could face reversal.

With so few challenges against them, there is a potential for EULAs to advance questionable practices. For example, when Sony issued a new EULA concerning its Playstation games, the gaming community was disturbed by terms allowing monitoring and slowing down video content downloads. There were long discussions about being aware of these limitations and perhaps considering a new gaming system if this situation was too uncomfortable.

That controversy arose in 2008 and while there warnings aplenty about these circumstances, the matter never went to court.

Now, in 2018, when people are more accustomed to cookies, social media, and other online processes monitoring their activity, this may not be as controversial as it was 10 years ago.

EULA law is still evolving along with available technology. It is likely that more legal questions will arise about enforcing these agreements.

Free Software Licenses have not faced much legal scrutiny. While there have been minor disputes between developers and users, none of these questioned the enforcement of the license. Usually these ended by finding better ways to define terms.

There have also been other license forms introduced to replace or expand on the General Public License. These include the Apple Public Source License and various terms introduced by Debian. Once again, all that arose was discussion of the terms and how to define them consistently--not ever questioning enforcement of the agreement. Now these agreements coexist and users are allowed to choose whichever one suits their modifying of the product the best.

Licensing agreements are essential to protect any rights you hold in your software product and inform consumers. Even if you offer an open source product that allows user modification, you still need to refer to an open source license so users receive proper notice.

Basically, understand that these licensing agreements are not interchangeable because proprietary and open source software face different issues and legal needs. Use the correct license for your software so you can distribute your product on stronger legal ground.

Former civil litigation attorney. Content legal strategist.

This article is not a substitute for professional legal advice. This article does not create an attorney-client relationship, nor is it a solicitation to offer legal advice.

Outbyte Driver Updater Review: Features, Pricing, and How to Use.

Download and try Outbyte Driver Updater right now to see what it can do for your Windows.

Developed for Windows 10 (8, 7, Vista, XP)

Outdated drivers cause a wide array of problems for your computers. Your apps may not load properly, you won't be able to open your files, or worse: your entire system might crash. Hence, it is important that you keep your device drivers updated at all times. It is one of the secrets to keeping your hardware working smoothly.

Unfortunately, updating all your device drivers to the latest version requires a lot of work. And more often than not, you won't be able to notice that a particular device driver is already outdated unless you encounter an error or issue with the app associated with that driver. This can be frustrating because it seems like the only way to know there's something wrong with your software is when something actually goes wrong.

Well, you can prevent these frustrations by keeping your device drivers updated with Outbyte Driver Updater. This nifty little tool scans your system for drivers that need to be updated, then downloads their latest versions and installs them on your computer. This Outbyte Driver Updater review gives you an overview of what this driver updater tool and what it can do for your device.

What is Outbyte Driver Updater?

Outbyte Driver Updater updates the drivers on your computer in a single click to minimize device issues and ensure smooth performance. It is a safe, quick, and intuitive tool that should be a staple of every PC.

Pro Tip: Run a dedicated PC optimization tool to get rid of incorrect settings, junk files, harmful apps, and security threats that can cause system issues or slow performance.

This tool was released by Outbyte Computing Pty Ltd., a software company that specializes in providing optimization tools for macOS, Windows, iOS, and Android devices. Driver Updater was designed for Windows 10 computers, but it also works with PCs running Windows 8 and 7.

When you download Device Updater, you'll be prompted to scan your computer first to determine which drivers need to be updated and which aspects need some tweaking to maximize performance. The scan is free, but you'll need to upgrade to the premium version to address all the issues. This tool costs \$29.95, but it comes with a 30-day money-back guarantee in case you are not satisfied with the product's performance.

Outbyte Driver Updater Features.

Driver Updater does more than just update your drivers. Here's a list of this tool's features that every user should maximize:

Excellent Diagnostic Tools.

Driver Updater scours your entire system to look for outdated, corrupted, or missing drivers that you might not be even aware of. This tool then downloads the latest stable version of these drivers so you can update them in one go. No need to download the updates one by one because Driver Updater automatically does everything for you. This can help prevent or fix driver-related problems you might be experiencing on your computer.

Automatic Updates.

You don't have to waste your time and energy on manually looking for the latest version of the driver. This tool finds the correct version compatible with your device type and model to prevent downloading the wrong version of the driver. Device Updater only downloads official and signed drivers designed exactly for the device being updated. The tool automatically runs a scan every time a program is opened to make sure it has the latest driver. It also runs a daily scan to check all apps.

Back Up and Restore.

Outbyte Driver Updates lets you choose the drivers you want to back up in case you want to save a copy of your current driver. This is very useful when you encounter a problem with the latest driver. With a backup copy of your driver, you can easily roll back to the previous working version of the driver. You can either select specific or all of your drivers to back up.

Ignore List.

If you want to exclude some drivers or apps during the scan, you can add them to the Ignore List. Driver Updater will automatically skip the items in the list and they won't be updated to the latest version.

PC Optimization (Coming Soon)

The developers behind this tool are working on additional optimization features to be included in Driver Updater. By then, Driver Updater will also be able to check for potential tweaks that the user could use to optimize the computer's performance. The tool will provide the user with a list of recommendations which the user can review and apply.

Simple User Interface.

When you install the app, you'll be greeted by a simple dashboard where you can see all the features and actions you can take. The most notable feature is the Scan button which is in the middle of the dashboard and is bigger than the other buttons. There is also the Settings tab which you can

access from the top menu where you can configure how you want the tool to operate.

How to Use Outbyte Driver Updater?

Driver Updater can be downloaded from Outbyte's website. Just click the Download button and install the executable file on your computer. Once installed, it will take you to the dashboard where you will be prompted to run a scan of your device. When you run the first scan, you'll notice some sluggishness because the app is checking every aspect of your computer. Make sure you have a stable internet connection while the scan is running to prevent the scan from being interrupted.

Once the scan has been completed, it will present you with a list of all the action items you need to take, and you only need a single click to resolve all these issues. However, the trial version only lets you perform the scan for free. To download all the updates and apply all the fixes on your computer, you need to upgrade to the premium version of the app. You will be redirected to the sign up page to complete the process.

Final Verdict.

Outbyte Driver Updater is a great utility for keeping your device drivers and preventing issues that stem from outdated software. Unfortunately, the tool might seem costly. But, if you consider the hassle and damage an outdated driver might cause in the future, you'll realize that this tool actually helps you save money for potential repairs or replacement. Plus, it saves you from a lot of troubleshooting headaches.