END USER SOFTWARE LICENCE AGREEMENT

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**"Computer"** means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

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* 1. **Server Use**

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* 1. **Limitations**

To the extent that the Software includes [YOUR COMPANY NAME] [SOFTWARE] software, (i) you may customise the installer for such software in accordance with the restrictions found at [WEBSITE] (e.g., installation of additional plug-in and help files); however, you may not otherwise alter or modify the installer programme or create a new installer for any of such software, (ii) such software is licenced and distributed by [YOUR COMPANY NAME], and (iii) you are not authorised to use any plug-in or enhancement that permits you to save modifications to a [FORMAT] file with such software; however, such use is authorised with [YOUR COMPANY NAME], [YOUR COMPANY NAME] [SOFTWARE], and other current and future [YOUR COMPANY NAME] products. For information on how to distribute [SOFTWARE], please refer to the sections entitled "How to Distribute [SOFTWARE]" at [WEBSITE].

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1. **LIMITATION OF LIABILITY**

IN NO EVENT WILL [YOUR COMPANY NAME] OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF AN [YOUR COMPANY NAME] REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. [YOUR COMPANY NAME]'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. Nothing contained in this Agreement limits [YOUR COMPANY NAME]'s liability to you in the event of death or personal injury resulting from [YOUR COMPANY NAME]'s negligence or for the tort of deceit (fraud). [YOUR COMPANY NAME] is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this Agreement, but in no other respects and for no other purpose. For further information, please see the jurisdiction specific information at the end of this Agreement, if any, or contact [YOUR COMPANY NAME]'s Customer Support Department.

1. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the [Province] of [PROVINCE].

1. **GENERAL PROVISIONS**

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall not prejudice the statutory rights of any party dealing as a consumer. This Agreement may only be modified by a writing signed by an authorised officer of [YOUR COMPANY NAME]. Updates may be licenced to you by [YOUR COMPANY NAME] with additional or different terms. This is the entire agreement between [YOUR COMPANY NAME] and you relating to the Software, and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

1. **COMPLIANCE WITH LICENSES**

If you are a business or organisation, you agree that upon request from [YOUR COMPANY NAME] or [YOUR COMPANY NAME] 's authorised, representative, you will within thirty (30) days fully document and certify that use of any and all [YOUR COMPANY NAME] Software at the time of the request is in conformity with your valid licences from [YOUR COMPANY NAME].

If you have any questions regarding this Agreement or if you wish to request any information from [YOUR COMPANY NAME], please use the address and contact information included with this product to contact the [YOUR COMPANY NAME] office serving your jurisdiction.

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