

# Software copyright licensing essay sample



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## INTRODUCTION

Software Copyright Licensing is also termed as the software Licensing. A license is a document or a copyright that gives permission to the owner to handle and perform some of the things that are prohibited by the copyright. These may include running, distributing or sharing the program, copying or making any changes to the program. On the purchase of a computer program, one is issued with a `license agreement` that guides him on what he should not do as he uses the program.

For instant, one may be allowed to install and run the program on a single machine only, or run it on up to a certain set number of machines at a time, or even run it on many machines as one wishes for the benefit of the users of the software. A license agreement can also contain a statement that limits the actions that you should take incase the software is defective.

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However, the law limits some terms in the license agreement that are permitted. For instant, certain attempts aimed at limiting the exceptions to copyright mentioned maybe invalid depending on the law applied. Attempts preventing the user from taking legal actions incase the software is defective may sometimes be valid or not as the circumstances determine and depending on the law of the relevant state.

The venders use the system of shrink-wrap and click-wrap licensing. The shrink-wrap incensing system is used when a CD-ROM that has the software

is sold in a box wrapped in a transparent plastic shrink-wrap. This box contains the terms of the license agreement. If one removes the shrink-wrap from the box, then he agrees to the terms of the license agreement.

Otherwise, he returns the box to the shop (Federal, 1949).

The click-wrap system is applicable whereby one is shown the license agreement and asked whether he accepts them or not before downloading the software or using it for the first time. Therefore, one should always be suspicious of the software that comes without an express license agreement and approach second-hand software with very great caution (Wright, 2001).

In accessing the software of the machine, one should be keen to see whether the software is copylefted, shareware or the like. The buyer and seller should also investigate the licensing of the software and be both satisfied that there is no infringing software available. In case the license is transferable, the vender and the buyer should be ready to fulfill any procedure that this license requires.

## REFERENCES

Copyright License ([http://contracts.consusgroup.com/categories/kicat\\_969\\_1\\_google.asp?ref=\\_google.asp&aw=2156](http://contracts.consusgroup.com/categories/kicat_969_1_google.asp?ref=_google.asp&aw=2156))

Retrieved on 2<sup>nd</sup> October 2007

Jane, K. Winn, Benjamin (Wright), (2001). The law of Electronics Commerce. ISBN0735516480, Aspen.

United States Office of The Federal Register, (1949). Code of Federal Regulations. United States, Federal Register.  
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