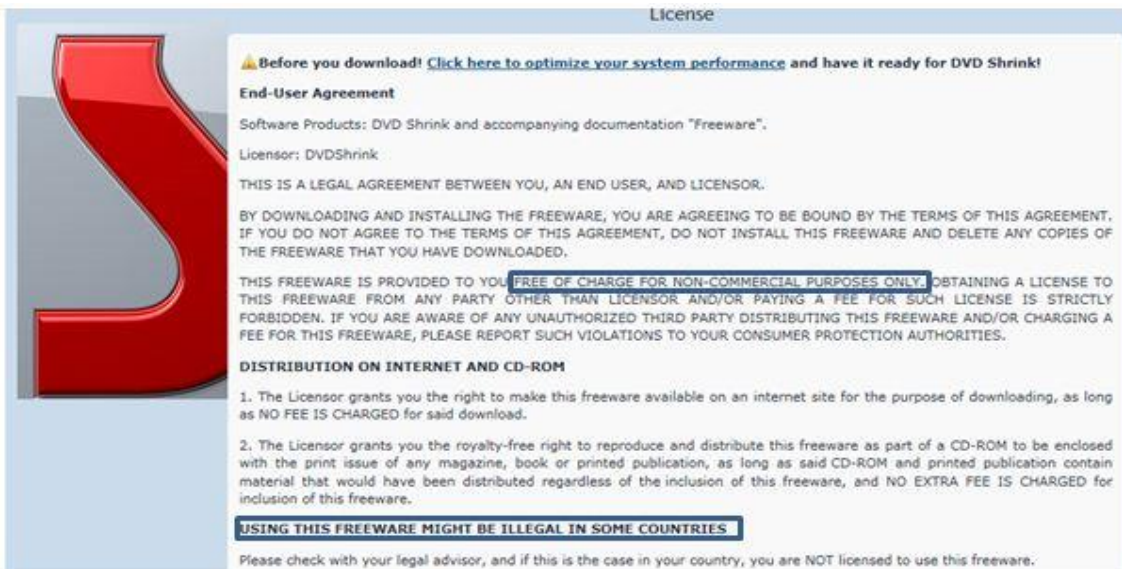


## When is free software not free?

When you download a piece of software and install it on your work's PC, you need to read the license information and check that it is licensed for commercial use. You are not allowed to use your PC at work for non-commercial purposes so ANY software must reflect this in the license.

### Freeware

Below is an example of 'Freeware', on their website 'DVD Shrink' is advertised as completely free with the option of a donation. If you read the license information it states that is for 'Non-commercial purposes only' hence it is NOT allowed to be installed on University PCs. Some software may be free to install on commercial PCs but, as it states below, it may not be legal in our country so more checks may be needed. If in doubt DO NOT INSTALL and ask the IT services for more advice.



The screenshot shows a license agreement window titled "License" for DVD Shrink. On the left is a large red "S" logo. The text includes:

- Warning: "Before you download! Click here to optimize your system performance and have it ready for DVD Shrink!"
- Section: "End-User Agreement"
- Software Products: DVD Shrink and accompanying documentation "Freeware".
- Licensor: DVDSHrink
- Statement: "THIS IS A LEGAL AGREEMENT BETWEEN YOU, AN END USER, AND LICENSOR."
- Terms: "BY DOWNLOADING AND INSTALLING THE FREWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL THIS FREWARE AND DELETE ANY COPIES OF THE FREWARE THAT YOU HAVE DOWNLOADED."
- Usage: "THIS FREWARE IS PROVIDED TO YOU **FREE OF CHARGE FOR NON-COMMERCIAL PURPOSES ONLY.** OBTAINING A LICENSE TO THIS FREWARE FROM ANY PARTY OTHER THAN LICENSOR AND/OR PAYING A FEE FOR SUCH LICENSE IS STRICTLY FORBIDDEN. IF YOU ARE AWARE OF ANY UNAUTHORIZED THIRD PARTY DISTRIBUTING THIS FREWARE AND/OR CHARGING A FEE FOR THIS FREWARE, PLEASE REPORT SUCH VIOLATIONS TO YOUR CONSUMER PROTECTION AUTHORITIES."
- Section: "DISTRIBUTION ON INTERNET AND CD-ROM"
- Point 1: "The Licensor grants you the right to make this freeware available on an internet site for the purpose of downloading, as long as NO FEE IS CHARGED for said download."
- Point 2: "The Licensor grants you the royalty-free right to reproduce and distribute this freeware as part of a CD-ROM to be enclosed with the print issue of any magazine, book or printed publication, as long as said CD-ROM and printed publication contain material that would have been distributed regardless of the inclusion of this freeware, and NO EXTRA FEE IS CHARGED for inclusion of this freeware."
- Section: "USING THIS FREWARE MIGHT BE ILLEGAL IN SOME COUNTRIES"
- Footnote: "Please check with your legal advisor, and if this is the case in your country, you are NOT licensed to use this freeware."

### Trialware/Shareware

Software that can be run for a limited period of time before it expires. In order to keep running the application, a registration key (password) must be purchased and entered into the trial version, or a new, full version must be installed. Trialware/Shareware may be set up by date or days. For example, a 40-day Trialware/Shareware program may expire in 40 days or after it has been used for 40 non-contiguous days. You need, again, to check the license and make sure it is licensed for COMMERCIAL PURPOSES and once the trial has expired, the software must be REMOVED if a permanent license has not been purchased.

The license below from WinRAR states that the 'try before you buy' runs out after 40 days. Although the software still runs after that period, a registration reminder pops up every time you use it, it would be illegal to run it in this state so a license would need to be purchased.

