



FREQUENTLY ASKED QUESTIONS

These are just some of the many we have discovered over the last 15 years. There are many variations and many different names. You need to be aware that software vendors keep coming up with NEW methods to license their software. Surprise, the methods used are "to derive for them" maximum revenue for the sale! Some vendors have made this an art form and should be nominated for an annual award for the changes they make!

What types of licenses are there?

1. **Original equipment manufacturer (OEM)** These licenses cover software for stand-alone PC's and notebooks and MUST stay bundled with the computer system and NOT distributed as a separate (or stand-alone) product. This software will be identified or labeled "For Distribution Only With New Computer Hardware."
2. **Not for Resale (NFR) Software License.** These very specific and restricted licenses are made available by Software Vendors directly to the distribution channel software and are typically marked NFR with explicit conditions that it is NOT FOR RESALE. The NFR software is distributed as a promotional or sample product not licensed for normal commercial distribution.
3. **Volume or Site licensing.** Volume or site licensing enables organizations to acquire a license with specific rights to copy and use some software with agreements tailored to the number of products needed at the particular organization. In some instances these agreements are known as concurrent licenses for software and are based on an agreed number of connected users at one time. Often these agreements have a requirement placed on the organization to audit and verify that at all times it is operating within the terms of the license count paid for under the agreement.
4. **Educational or Academic Software** This form of license is issued when software is sold and licensed, with specific marking showing the software is for distribution to educational institutions and students at reduced prices. This software is usually labeled that it is an academic product and for use only by academic or educational institutions.
5. **Upgrade License.** This form of license is issued when organizations upgrade their software. A condition of the software upgrade is that the ORIGINAL versions MUST be retained in order to receive the benefit of protection under the original and upgraded end-user license agreement.
6. **Peer To Peer File Sharing & Application Sharing.** The SOFTWARE PRODUCT may contain Microsoft NetMeeting, a product that enables applications to be shared between two or more COMPUTERS, even if an application is installed on only one of the COMPUTERS. You may use this technology with all Microsoft application products for multi-party conferences. For non-Microsoft applications, you should consult the accompanying license agreement or contact the licensor to determine whether application sharing is permitted by the licensor.
7. **The Application Service Provider (ASP) license.** This market model is based on "renting specified software and services" across the web. The Microsoft NET model is based on the same approach and the HailStorm technology they announced recently confirms this view. It is now possible to obtain licenses for File Sharing software via web located services that allow Peer to Peer (p2p) file sharing of executable application files.

There are 7 FAQs answered above

There are 38 more that are worth reading about, for a nominal fee.

1. **WHAT IS LICENCE MISUSE OR ABUSE?**
2. **What if I've upgraded from a prior version?**
3. **There are, AT THE MINIMUM (as far as we have found), 7 possible places to locate a EULA or license agreement:**
4. **Can I make a second copy of Microsoft operating system software?**
5. **Can I make a second copy of other vendor software?**
6. **Are Backup Copies Allowed?**
7. **Does the 80/20 rule still apply for software? (80% use at work, 20% use at home)**
8. **Can I take an "image" of my PC using Norton Ghost or similar?**
9. **Can I use the same CD or media key?**
10. **Can I use BETA version software?**
11. **What is the meaning of "copying of software"?**
12. **My co-workers are copying software, but I don't want to be a tattletale and I'm worried about losing my job. What should I do?**
13. **Our software budget wasn't big enough this year. Can we make copies for now and buy enough for**



everyone next year?

14. I just started this job, and I'm using the former employee's computer. How do I know if my software is legal?
15. Can a software vendor alter the license conditions "after issue". How can they do this?
16. I'm the new internally appointed technology support provider for 100 personnel and 125 PCs, servers and notebooks distributed over several offices, and the record-keeping here has been pretty bad. How should I go about verifying all this software?
17. When my computer was delivered, it had software installed on it. Is this software already legally licensed?
18. My Microsoft product came with a Certificate of Authenticity. Is that my End User License Agreement (EULA)?
19. Is it legal for me to sell software that I have bought and used?
20. What can I do with older versions for prior upgrades?
21. Are all EULAS the same?
22. I've sold or destroyed my older software what do I do now?
23. What if my original product was acquired from a different software publisher and I cross graded or upgraded to a Microsoft product?
24. If I was instructed by my employer to install illegal software onto the organizations computers, who is liable?
25. Can I take a piece of software that is licensed by my organization and install it on my personal computer at home, if instructed by my manager?
26. Is it legal to install an original equipment manufacturer (OEM) version of software on a computer other than the one in which the software came with?
27. Can I purchase a single licensed copy of a piece of software and load it onto several machines?
28. Can I give or sell a "backup copy" of a licensed program to other people?
29. I've heard that Abandonware means I can use the software how I like!
30. Can I Rent or Lease the software?
31. What is a License Pak?
32. What is concurrent use of software?
33. Is concurrent use of software still available?
34. In what ways can I use the software over a network?
35. I've heard that a 24 hour rule applies
36. What if you suspect you have unknowingly purchased illegal software products?
37. What procedures can be used to record and track software licenses?
38. How can I PROVE that I am legally compliant?

If you would like to read the remaining 38 FAQ's make a donation to the upkeep of this web site and the contributions we make to making it easier to understand and manage the issues "in-house" in your own time, without being trampled over by consultants and auditors.

You can buy the remainder of FAQs at <http://www.pcprofile.com/prices.htm> for \$US 10 using PAYPAL

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PC Audit advice, Software Audit, & License Audit Solutions to overcome - Piracy, Illegal Software, in your organization to reduce risk!

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