Para citar este artículo:
Orozco-Jutorán, M. (en prensa). "**The EULAs labyrinth: mapping the process**", en *Across languages and Cultures.*

The EULAs labyrinth: mapping the process

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Abstract:

After close observation of the general practices of translation of End-User License Agreements (EULAs) from English into Spanish, it was found that there were inconsistencies in the way in which translation companies dealt with the problem of the legal terms and principles found in this type of document. Some companies accounted for the difference between the legal requirements of the source text and the target text whilst others did not. This finding flagged up the need to analyse how EULAs were being translated, and to determine how research into the translation process could contribute to improving the way in which professional translators approached the translation of these documents. The aim of the LAW10n project was firstly to analyze all relevant aspects of the translation of software license agreements from English into Spanish and secondly to improve the quality of these translations by ensuring that the differences in the legal requirements of source and target texts are taken into account during the translation process, thereby best satisfying the communicative goal. The methodology used in the project was based on direct observation and interviews with translators and companies involved in translating EULAs using a validated questionnaire. Analysis of the data obtained provided a general description of the process of translation used and evidenced its shortcomings. As a result proposals have been made for the improvement of the process of translating EULAs, including the creation of a web-based tool with translation resources. Future research contemplates expanding the data-gathering process and proposals for improvements in the translation of these documents in other languages and cultures.

Key words: legal translation, localisation of legal texts, end user license agreements, cultural adaptation of legal texts, knowledge transfer to translation companies, translation process.

Introduction

End-user license agreements (**EULAs**) are "those Agreements as a result of which the Licensee, purchaser of the License or user, receives from the Licensor the right to use the programs under the terms agreed" (Aparicio, 2004:71, our translation). Everyone at some time or other has signed license agreements, a practice that is now increasingly common with the mass incorporation of electronic devices into our everyday lives. As consumers of software products, we all download applications for our computers, tablets, and mobile phones that require us to 'agree' to specific legal terms and conditions before having authorised access to the chosen application or program.

Most people do not read these license agreements carefully before signing them with a simple click on a box, despite the fact that, in the event of a problem arising, the terms they have agreed to are legally binding. When translating EULAs, therefore, the legal specificities of the target culture and legal system are of particular relevance and must be taken into account. On examination, however, the translations into Spanish of EULAs originally written in English and signed in Spain show that few companies adapt the legal content of the source text to the requirements of the Spanish –or even the European– legal system. Many of the EULAs translated into Spanish and signed by Spanish consumers would thus probably be declared null and void by a Spanish judge in case of a legal conflict between the consumer and the company (Bestué, 2009c).

One of the problems posed by the translation of EULAs is how legal concepts included in the source text, which do not conform to those of the target legal system, should be dealt with. Such is the case, for instance, of the warranty clause in EULAs. Within the European Union, consumer laws grant users a two-year warranty on any product acquired within its territory, irrespective of whether or not the product has been acquired over the Internet. The warranty clause of many translated licenses that keep the original US wording which states that the warranty of an acquired product lasts 60 or 90 days or may have no warranty at all in some cases clearly enters into conflict with European law, which protects the consumer. In this case, although the source document is issued in the United States, the target text must take into account the target legal system since the text to be signed by the user is a binding legal document and therefore must fulfil the target language country's legal requirements. This fact is the reason why even without changing language, when the target country has different requirements, as happens for instance between the USA and the UK –which is under European consumer laws- the EULAs text need to be modified sometimes. Thus, some terminology, such as "merchantability", widely used in EULAs written in the US, is changed

into “satisfactory quality” or “fit for the purposes” in documents written in English within countries of the European Union, such as England and Wales.

Another problem that arises is when the translated text reproduces or uses legal terms that do not exist or are unknown in the target legal system or culture, as is the case with terms such as *tort*, *statutory rights* or *direct and consequential damages* (Bestué 2009c: 119-120 and 289-311). Whilst the use of parallel texts and corpora for the purposes of documentation may prove useful when translating other types of texts, this is not the case with EULAs. This is because, although licensing agreements originally written in Spanish do exist, they conform to the requirements of civil law as opposed to the principles of common law - the legal system regulating English-language EULAs.

Bearing in mind the negative effects of the mistranslation of these documents and the fact that EULAs are so commonplace nowadays, it was clear that an in-depth study of the translation of EULAs was required.

Researchers thus decided to undertake an interdisciplinary, international research project, LAW10n[i], to assist the translation industry in improving the quality of the translation of EULA’s in what was considered to be a particularly suitable case for the knowledge transfer from scholars to practitioners. The aim of the said project was, first, to collect data to determine the way in which EULAs were translated before proposing improvements to the translation process. These improvements would be aimed at solving the legal issues arising during the process in order to obtain a target text that fulfilled the legal requirements of target country while remaining faithful to the spirit and legal effects of the source text.

1. Translating EULAs – a functionalist approach

Although there are many possible approaches to the translation of legal documents, the aim of this paper is not to discuss the different theories of translation that exist but rather to explain the approach advocated in our research project, and the implications it has for the translation of EULAs.

Given the fact that EULAs translated into Spanish by Licensors are made available directly to users of licensed software in Spain, these documents have now attained legal status within Spanish law. Translated end-user license agreements are thus documents that have legal implications in Spain. Given, also, the specificity of the cultural elements involved in both the source text (English) and the target text (Spanish) – that could lead to recurrent breakdowns in communication across linguistic and cultural boundaries – we believe that a communicative or functionalist approach to translation must be used in the translation of EULAs. This approach is one in which the translator takes into consideration all elements that directly

impinge upon the decision-making processes in translation such as the client, target audience, the legal or cultural context, and the legal requirements enforceable by law. We believe the translation of EULAs falls into the category of **instrumental translations** as defined by Nord (1997: 45-52 and 127). Nord's functionalist model has been applied to legal translation, adapted, developed and exemplified by several authors with whom we agree, such as Sarcevic (1997), Borja (2000, 2005), Mayoral (2003, 2006), Monzo and Borja (2005), Gèmar (2005), Dullion (2000, 2007), Santamaria (2006a, 2006b), Cao (2007), Bestué (2008, 2009a, 2009b), Prieto Ramos (2009), Bestué and Orozco (2011) and Zanotti (2012).

Ideally, using this approach, translators will produce a target text which reflects the microstructure and phraseology of standard legal language in Spanish – in particular the salient features of licensing agreements written originally in Spanish – while at the same time ensuring that the text has the same, or similar, legal effects in the Spanish civil law system as the source text in the English common law system.

How a functionalist approach to the translation of EULAs would improve the quality of the translated texts may be seen at two different levels.

Firstly, at the level of documentation, in-depth research and documentation is required to ascertain the legal principles underlying each clause of the source text and to determine whether or not these same principles also pertain to the target text legal system. If not, legal advisors should be consulted and clients informed so that they may make any necessary decisions. These decisions may involve, for instance, adding or omitting information in order to adapt the source text to the target legal system, as in the case of the warranty of an acquired product. They may also involve omitting whole clauses from the target text, as would be the case with the prohibition to export to third countries. In contrast to the process of research and documentation carried out in other types of translations and approaches to translation, the documentation process in the translation of EULAs involves obtaining legal advice and clients making decisions *before* a translator can begin his/her task.

Secondly, the approach proposed requires the use of certain **translation techniques** (that is, a specific procedure used to obtain the best possible solution for a given term of the source text) for the translation of legal terms. Given the characteristics of the communicative context described, **functional equivalents** should always be used wherever possible instead of loanwords, since these do not belong to the target legal system and therefore not only will end-users of license agreements not understand loanwords, but, because they are alien to a country's legal system, judges would consider them to be void or irrelevant.[ii]

Functional equivalents, for our purposes, are terms that have the same legal function, or consequences, in the target legal system as in the source text system. For instance, the translator may find the term *tort* in a typical limitation-of-liability clause such as: "The Seller shall not be liable, whether arising under contract, tort (including negligence), strict liability, or otherwise, for loss of anticipated profits […] or for any indirect, special, incidental or consequential loss or damage".[iii] In this case, and using the approach suggested, instead of incorporating the loanword *tort* into the target text, as often occurs in legal translations (*tort* is a branch of common law that does not have an exact equivalent in the civil law system), we would advise the use of an equivalent that has a similar function in the target legal system such as *responsabilidad civil extracontractual* in Spanish (literally 'extracontractual' civil liability). This term may be defined as "the responsibility derived from an act that causes damage unrelated to any contractual bond, by fault or intention that is exempt from criminal prosecution" (Ossorio, 1991 our translation) because in this specific context, the legal principle underlying the term and the clause is to limit, as far as possible, the liability of the seller for, for instance, possible damages arising out of non-contractual liability.

2. Translating EULAs – general practice

In order to determine the approach generally adopted by translators to the translation of end-user license agreements from English into Spanish, a parallel corpus was created of English to Spanish translations of EULAs (Bestué 2009c). This corpus was enlarged by LAW10n project researchers and analysed by labelling and comparing the legal terms used in both source and target texts in order to determine the degree of adaptation of source text legal terms to the requirements of the target text legal system. An analysis of the translation of specific key clauses was also carried out to determine the degree of adaptation of the legal principles underlying these clauses. The analysis is thoroughly explained in Bestué 2009c; Bestué and Torres, 2013 and other forthcoming papers).

Results showed that the translation and adaptation of legal terms and principles varied greatly. Most companies translated legal terms almost literally and transferred legal principles underpinning the source text into the target text without any form of adaptation to the target text legal system, i.e. without using any kind of connotative equivalence (as described by Koller, 1995). Some companies adapted some of the legal principles –i.e. eliminating some clauses which did not apply in the target culture; and a few companies fully adapted the legal principles to the target legal system.

Examples given below serve to illustrate these three different approaches that were found to characterise the general practice of translating EULAs.

The first approach, which is the most commonly used, is that of *not adapting* legal terms or legal principles to the target text culture, e.g. "*This limitation of liability might not be valid in some States*", translated into Spanish as "*Esta limitación de responsabilidad puede no ser válida en algunos estados*". Clearly the target legal system has not been taken into consideration when translating the original English into Spanish since different States with different jurisdictions and laws do not exist in Spain. Whilst the sentence may make sense within the context of the United States (source text) it makes no sense in the target culture and context. At a terminological level, similar disregard for the target legal system is shown in the translation, for instance, of the term *merchantability*, translated literally as *mercantibilidad* or *comerciabilidad* - both made-up terms in Spanish that have no legal meaning in the Spanish legal system (Aparicio 2004:373).

The second approach found involved adapting *some* legal terms and principles to the target legal system. In those cases in which adaptation takes place, the differences between source and target text legal terms and principles are so obvious that adaptation does not require the use of expert legal knowledge. Thus, the sentence, "*This limitation of liability might not be valid in some States*" is omitted in the target text translation since there are obvious differences between the United States where there are States with legal differences and Spain where there are not. However, other clauses or terms in which legal differences are not so apparent are not adapted at all e.g. *merchantability* which is translated literally as *mercantibilidad* or *comerciabilidad*. This second approach to the translation of legal terms and principles is clearly inconsistent, as no consistent decision-making criteria is found to be at work when dealing with legal differences between the source and target texts.

Finally, the third approach, found in very few texts and considered almost an exception, consists of adapting legal terms and principles to meet the requirements of the target legal system and making all changes necessary in this respect. Thus, the sentence, "*This limitation of liability might not be valid in some States*" is eliminated and the term *merchantability* is translated using its functional equivalent, in this case, *garantía de idoneidad* or *de conformidad de los bienes* (Bestué 2009c: 122-123).

The findings obtained from our corpus analysis led to the conclusion that there was no fixed protocol or specific method of translating EULAs. Most texts appeared to be translated without regard for any legal content or legal effect they would have in the target text culture, i.e. without taking into account that they were instrumental translations, as defined in section

1 of this article. The question then arose as to why translators were not taking into account the legal differences between the source and target text cultures when in fact target texts clearly had legal implications for the end-user. The possible explanations or hypotheses ventured were: (a) translators were not aware of the fact that EULAs were legal texts because they were included in a pack of mainly technical documents to be localised. Technical translation is normally done with the aid of translation memories which fragment texts to such an extent that any legal content may go undetected; (b) clients do not consider the translation of EULAs to be legal translation and thus do not hire legal translators but rather freelancers or localisers who do not have the knowledge and means to effect a legal adaptation of the source text; (c) clients do not see the need to adapt EULAs to meet the requirements of the target legal system and therefore do not seek legal advice, and (d) other reasons.

3. Research design and methodology.

In an attempt to find an answer to these questions and confirm these hypotheses, the decision was made to obtain a more precise description of the process involved in the translation or adaptation of EULAs. The methodology that best seemed to fit our purposes was to combine direct observation and face-to-face interviews with translators and translation companies who were involved in the translation of EULAs. The results of a survey conducted to locate those that were in fact responsible for translating EULAs from English into Spanish showed that these translations were being done by large localisation companies and small translation companies, located mainly in the United Kingdom and in Spain. Rather than attempt to interview or observe as many translators and/or companies as possible, it was decided that a representative sample of the companies and/or translators translating EULAs should be invited to participate in the study. The selection criteria used was to include representation of all people present or responsible for the different kinds of translation processes used to translate EULAs: freelance translators that worked on their own, translators and project managers working in-house in medium sized translation companies, translators and project managers working in-house in large translation companies and translators working at the translation department of large software-development companies. A questionnaire was designed for use in the face-to-face interviews and direct observation sessions. To validate the questionnaire several interviews were conducted with Spanish and British freelance translators and project managers that had experience translating EULAs from English into different European languages. This validation process led to the modification of some of the items in the original questionnaire (Appendix 1 shows the final version). The questionnaire

was completed by the chosen subjects and to this data the remarks of the researcher made during direct observation sessions and face-to-face interviews was added.

4. Data Collection and analysis

Face-to-face interviews and direct observation took place *in situ* in companies and at translators' workstations. Half the companies selected for inclusion in the study population were located in Spain, the other half in London, England.

Unexpected difficulties arose during the process of data collection[iv] in the form of the refusal of some of the selected translation companies to participate in our study. Researchers found this refusal surprising since at no time had resistance to participation in translation research designed by university scholars to help improve translation processes been previously encountered in any translation company.

Whilst most companies in Spain, large or small, were happy to participate in the project and there was little difficulty in interviewing those responsible for the translation of EULAs, it was much more difficult to obtain the cooperation of some London-based translation companies. It should be noted that in all cases the confidentiality of data was assured and the companies were never asked to divulge the names of the clients they worked for nor offer any other confidential information. Companies' refusal to participate in the study cannot therefore be attributed to concerns over the disclosure of information. Their refusal may instead point up a need to investigate issues arising out of their concept of knowledge transfer from the academia to the practitioners,

In large companies in particular it proved most difficult to obtain access to those in charge of translating EULAs. This was because a 'filter protocol' was in place whereby administrative staff responsible for incoming calls and e-mails (including staff working in the legal or translation departments of companies), who felt there was no advantage to be had by their company participating in our study, did not facilitate access to the decision-makers responsible. In another case, despite prolonged contact by telephone and e-mail and, finally, face-to-face contact with those responsible for the translation of EULAs, the company in question finally decided not to participate. In those cases in which project managers in large translation companies could not be accessed or were unwilling to participate in the study, researchers opted for contacting and interviewing freelance and in-house translators working for the companies in question. Medium-sized and small translation companies, in contrast, were much easier to access and most were happy to participate in the research.

Despite the difficulties encountered in the data-collecting process, the data required was collected. The answers to the questionnaires were analyzed[v] and the resulting information,

together with the data obtained from direct observation of translation practices in translation companies, provided researchers with an overall description of the process of translation of EULAs, as shown in Figure 1.

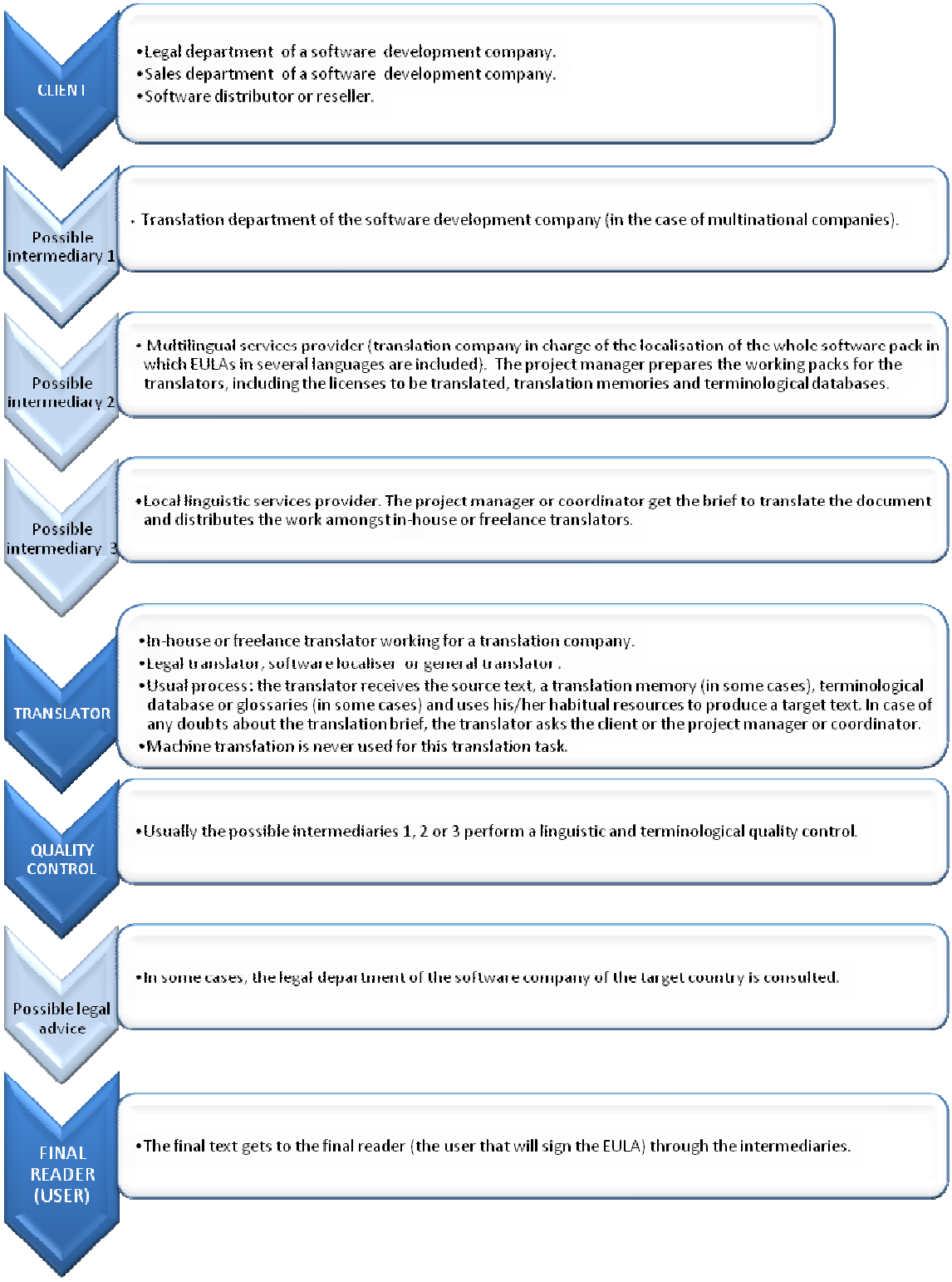

Figure 1. The process of translation of End User License Agreements (EULAs) from English into Spanish.

5. Findings

Figure 1 shows that in all cases the process of translating EULAs involves four main stages in which the following agents intervene: client, translator, quality controller, and end-user. Between the moment a client commissions a translation and the time when a translator begins to translate, however, three other possible agents may intervene. Translators, as well as having the possibility of dealing directly with a client, may deal with: i) software development companies; ii) multilingual services providers; or iii) local single language provider companies. All of these agents may provide translators with texts to translate, together with their translation brief.

Translators employed by the translation department of software development companies - multinational companies usually have their own translation department – or working as in-house translators in the translation department of the company are accustomed to translating technical texts related to the software developed and sold by the company. So too is the pool of freelance translators habitually contracted by the company. They also work in the same way as the company's in-house translators, i.e. using the same specific kind and version of translation memory, terminological database, etc.

Translators working for multilingual services providers - large or medium-sized translation companies responsible for the translation or localisation of a complete software pack in which EULAs in several languages are included - may be in-house or freelance translators, but again they are used to working in the way project managers require them to, using translation memories and terminological databases provided by the company. Local single language provider companies have both in-house and freelance translators working for them too.

Freelance translators contacted by any one of these companies may be legal translators, software localisers, technical translators or general translators who accept a wide range of briefs and types of texts. The main difference between these translators, with regard to the process of translating EULAs, is their use of translation memories and their documentation process, i.e. the kind of resources they consult when translating.

In-house and freelance translators, who are mainly localisers, technical or general translators 'plain translate' EULAs as if no legal information was present, and do not adapt their translations to the requirements of the target text legal system. Legal translators may detect the most obvious legal and cultural differences and adapt their target text accordingly, but then translate other legal items in the document literally. Only when the legal department of a multinational software development company contacts a translator as well as legal experts directly, or when, after a process of linguistic and terminological quality control, the client is

alerted to the fact that legal advice in the target country is required for the adaptation of some elements of the target text, are EULAs fully adapted to the requirements of the target text legal system.

In most cases licensing agreements are translated by large or medium-sized translation companies as part of the process of multilingual localisation. This explains why the legal parts of the text sometimes go unnoticed, as they are included, together with the rest of the texts, in a translation memory that includes a whole pack of technical documentation that accompanies all software: technical specifications, instructions, interface data and so on. When a translation memory is created for the first time, i.e. when the first source text is aligned and translated, the person responsible for aligning or translating the text may detect legal terms and principles that require adaptation, and accordingly seek the necessary legal advice. If detection does not occur at the outset, the problem of undetected legal issues may persist indefinitely. This is because EULAs accompanying subsequent versions of the same software are translated using the existing memory. Even texts of 'new' products will be translated using parts of this memory, i.e. all the sections of previously translated texts that are repeated. Many of these sections will include legal terms or principles since the legal clauses found in software products are usually almost identical.

The role of the person who creates and decides on the validity of the first translation memory is thus vital both for the detection of possible legal issues present in an end-user license agreement, and for establishing company policy on how to translate EULAs. Although it is usually a translator who creates the translation memory for a specific project in a company, it is then the project manager who determines whether or not the memory is valid and whether or not it can be used for that and other projects. Project managers may be senior translators themselves and may or may not detect legal problems depending on their previous experience and/or training in the legal field. Software engineers, who clean memories or integrate two or more memories into one, may intervene in the process, but they are less likely to detect possible legal problems.

It should be noted, however, that even when legal problems *are* detected, companies believe that it is their clients who are responsible for ensuring the legal requirements in the target legal system are met. This applies not only to large translation companies but also to small and medium-sized translation companies that do not follow a semi-automatic process of translation and do not use translation memories. It also applies to some translators.

The most striking example of this attitude is a London-based, medium-sized translation company employing 4 to 15 people and specialising in multilingual legal, patents and

engineering translations, mainly into French, German and Spanish. This company provides legal advice as well as translation services. Even with the expertise they possess - which would indicate that they were capable of detecting the possible need for adaptation of the EULA to the target legal system, and even though they outsource these kind of translations to legal translators and even legal professionals such as notaries – the company believes that it is the client's responsibility to adapt to the target legal system. They therefore never ask about, or comment, legal issues with their clients - they just 'plain translate'.

We must thus conclude that the few cases found in the corpus analysed prior to undertaking our study (those that fully adapted the legal contents of EULAs to the legal system of the target country) are those in which the client, instead of sending the text to be translated by a translation company, has asked its legal department to take care of the adaptation of the EULA to target country requirements. It may be presumed that the legal department of the company either seeks legal advice from lawyers in the target country who actually write the target text to include the legal effects the client desires, or it hires expert legal translators who have the knowledge and experience required to adapt legal contents accordingly.

The reason, therefore, why translations of EULAs do not meet their communicative goal is because translators, whether individuals, small, medium-sized or large translation companies: i) translate EULAs as part of the process of multilingual localisation using translation memories that contain a wealth of technical information but not always use functional equivalents in order to adapt legal terms and principles in the source text to the target text legal requirements; ii) take it for granted that the legal adaptation of target texts is the responsibility of the client and not theirs. It is assumed that, if legal adaptation is required, the client will take care of it. Thus, except in the few cases where the client detects the legal problem present and refers the target text to legal advisers, the result of the translation process described in Figure 1 is an end-user license agreement in the target language that: i) does not have the same legal effects as that of the source text; ii) often cannot be understood by the end-user because the language used is a literal translation of English legal language and makes no sense in the target language; and iii) does not meet the legal requirements of the target country.

6. Discussion

The implications of the data gathered are many, but two in particular are cause for concern. The first is the lack of interest of those involved in translating EULAs in devoting time and resources to improving the quality of their target texts by taking into account the legal requirements of the target country. This is because it is taken for granted that the legal

adaptation of target texts is the responsibility of the client and not theirs. This is not necessarily the translators' fault, since the market has its own rules and these are imposed on the translator or the translation companies concerned. But the pragmatic implication of this reality is that if we wish translation companies to succeed in their communicative goal, some means must be found to make it 'easier' in terms of time and money to handle this process of adaptation. It is with this aim in mind that LAW10n researchers are currently working on a tailor-made tool that can be embedded in the actual translation process to ensure that the most common legal clauses needing adaptation in EULAs fulfil the requirements of target country while also creating similar legal effects of the source text.

The second implication is that it is extremely difficult to convince translation companies of the need to introduce changes in the process of translating EULAs because, although one would assume that they themselves could bring about these changes, this in fact is not so. It is the *client* (software development companies) who must be alerted to the shortcomings of translated EULAs so that the translation brief given to translators will include adaptation of the target text to the legal requirements of the target country. However, it would be difficult, if not impossible, to contact and alert all software companies of this need since there are large numbers of companies world-wide with new ones appearing every day. It may thus prove a simpler task to make translation companies and project managers aware of the need for the legal adaptation of texts so that they can then alert their clients when they commission translations of EULAs.

The translation of EULAs into any language can also be improved, we believe, by firstly separating license agreements from the rest of the technical documentation given to translators. These agreements can then be translated using a different translation memory, or given to a different translator, i.e. a legal translator as opposed to a general or technical translator. Secondly, the legal department of multinational companies in the target country should be asked to review the target text, once translated, to detect possible inconsistencies with regard to the target legal system and solve the possible problems that could lead to a void agreement if gone unnoticed. This process could be included at the quality control stage, where legal aspects would be checked alongside linguistic and terminological aspects of the translations[vi]. Finally, we would suggest that before commissioning a translation, clients should have the *source* text analysed and prepared by legal experts so that the problems of adaptation to the target legal system may be detected and resolved before undertaking the translation process. This may be difficult for small software-developing companies given the increased costs of localisation involved when working on a tight budget, but it is certainly

advisable for large software-development companies that know ahead of time that their new products are going to be localised to many languages, and it would certainly solve the legal problems evident in EULAs today.

7. Conclusions

The study designed to provide a precise description of the process involved in the translation of EULAs confirmed our initial hypotheses that (a) translators were not aware of the fact that EULAs were legal texts because they were included in a pack of mainly technical documents to be localised; (b) clients did not consider the translation of EULAs to be legal translation and thus did not hire legal translators but rather freelancers or localisers who did not have the knowledge and means to carry out a legal adaptation of the source text; because (c) clients did not see the need to adapt EULAs to meet the requirements of the target legal system and therefore do not seek legal advice.

Analysis of the translation process of the EULAs showed that making suggestions, giving advice, or providing information on available resources was not enough to encourage the translation industry to change its approach to the translation of EULAs and adapt the legal content of these documents to the requirements of the target country legal system, since these suggestions or advice would involve investing time and effort, something the companies and translators are reluctant to do unless they find it is their obligation to do so.

The decision was thus taken to create a custom-designed tool that could be embedded in the actual translation process to make it easier in terms of time and effort, for translators to adapt the legal content of the source text to these requirements

This tool takes the form of a free accessible website that integrates all the necessary interdisciplinary information, namely legal and linguistic, in such a way that a single consultation provides the translator with all s/he needs to solve the problems faced in the translation of a EULA. The resources included in this tool, which will soon be available, are currently being put together by members of the multidisciplinary LAW10n research group which includes terminologists as well as experts in software engineering, information retrieval, and legal translation.

The LAW10n research project first aimed at proposing a model of translation for end-user license agreements which ensured, on the one hand, that target texts fulfilled the legal requirements of the target country whilst, on the other, remaining faithful to the spirit and legal effects of the source text. The aims of the project, in fact, reach far beyond this. Not only does it aim to improve the quality of translation of EULAs by taking into account the requirements of the target text legal system, but the tools currently being created for this

purpose are being designed with a view to future use in other languages and other legal systems. Moreover, by evidencing the problems involved in the translation of EULAs and providing a solution, improvements have been made in the instrumental translation of this type of texts. This same methodology may also be extrapolated for use with other types of legal texts that may require instrumental translation.

ANNEX 1: QUESTIONNAIRE

LAW10n study

Researchers: Universitat Autònoma de Barcelona - Universidad de Granada - Imperial College London – Universitat d'Alacant - University of Geneva

The aim of this study is to analyze all relevant aspects of the **translation of software licensing agreements** from English into Spanish and to propose models of translation which, on the one hand, fulfill the requirements of Spanish law, and, on the other, remain faithful to the spirit and legal effects of the source text.

This questionnaire is part of our research and all the information provided will be treated as **confidential**, that is, data will be processed and the overall statistics will be made public but no names or recognizable information from the companies will be mentioned.

If you are interested in obtaining an overview of the project, please visit: http://grupsderecerca.uab.cat/tradumatica/content/law10n-research

Instructions: please put an X next to the answer that you'd like to select or delete the answers that do not apply to you.

Company details:

1. Company size:

☐ Small (sole trader / up to 3 employees)

☐ Medium (4 to 15 employees)

☐ Large (more than 15 employees)

2. Name and e-mail of the employee who answers the questionnaire:

3. How many linguistic combinations do you offer?

4. Which are the top three combinations in greatest demand?

5. Which domains do you specialize in? (e.g. legal, medical)

End User License Agreements (otherwise called 'software license agreements'). These are contracts between the "licensor" and purchaser of the right to use software.

6. Are you asked to translate EULAs from English into:

Spanish for Spain?☐ Never ☐Sometimes ☐ Often

Spanish for LA?☐ Never ☐Sometimes ☐ Often

Spanish for all Spanish-speaking countries?☐ Never ☐Sometimes ☐ Often

7. Do you usually translate this kind of documents in other language combinations, and if so, which ones?

8. Who commissions these translations often?

☐ The legal department of the software development company

☐ A person from a non-legal department of the software development company. What is usually his/her post in the company?

☐ Other company (please specify)

9. Could you please describe the whole process of the localization of an EULA, from its creation to its final launch with the product? (or to the extent you know)

10. Do you usually outsource the translation of EULAs from English into Spanish or you do have in-house translators who translate them?

☐ Outsource to freelancers

☐ Outsource to a Single Language Provider companies

☐ In-house translators translate them

11. Which resources do you (or the translators) use to translate EULAs?

Translation Memory Systems. YES/NO. Which one (name & version)?

A machine translation system. YES/NO. Which one?

Translation Memory databases. YES/NO. Provided by whom?

Glossaries. YES/NO. Which? (*)

Specialized legal reference books. YES/NO. Which? (*)

Specialized dictionaries to translate EULAs. YES/NO. Which? (*)

(*) Could you please ask the translators who actually translate the EULAs?

12. For the translation of EULA, you would usually employ:

☐ Professional translators

☐ Professional translators specialized in legal translations

☐ Legal professionals (solicitors, notaries, lawyers)

☐ Others (please specify):

13. Do your clients ever give you specific instructions concerning the legal aspects of the translation?

☐ Never ☐ Sometimes ☐ Often

14. Do your clients ever give you more time than usual for this type of translation?

☐ Never ☐ Sometimes ☐ Often

15. Are you asked to plain translate or adapt the EULA to the target legal system?

☐ Translate ☐ Adapt to the legal system

16. In case you are ever asked to adapt the EULA to the target legal system, is there a different rate for this kind of service? ☐ Yes ☐ No

17. How does the process differ in the two different scenarios (plain translation vs. legal adaptation)? (Describe briefly)

18. Is there an editing process of the target text different from the usual, and if so, who does it?

19. Do you make sure the target text meets the legal requirements of the target legal system?

☐ No we don't, we let the client do it since it's the client's responsibility

☐ Yes we do

☐ Other (please specify)

20. Would you be interested in receiving more information about the legal requirements of EULAs in Spain?

☐ Yes ☐ No

21. Would you be interested in a free web-based tool that helps to translate EULAs from English into Spanish taking into account the Spanish legal requirements?

☐ Yes ☐ No

Thank you for your collaboration, this information will be treated as confidential.

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NOTES:

[1] LAW10n (Localisation of technology law: software licensing agreements) is an international, interdisciplinary research project funded by the Spanish Ministry of Science and Innovation (sub-programa FILO: FI2010-22019) 2010- 2013. Principal researcher: Dr. Olga Torres-Hostench, Universitat Autònoma de Barcelona (Spain). Researchers: Dr. Carmen Bestué, Dr. Pilar Cid, Dr. Mariana Orozco and Dr. Ramon Piqué, Universitat Autònoma de Barcelona (Spain); Dr. Roberto Mayoral, Universidad de Granada (Spain); Dr. Adelina Gómez González-Jover, Universitat d’Alacant (Spain); Dr. Elina Lagoudaki, Imperial College London (United Kingdom); Dr. Fernando Prieto, University of Geneva (Switzerland).

[2] See Bestué and Orozco (2011) for an in-depth discussion of the issue of the selection of given techniques in the translation of legal terminology

[3] This and other quotes from EULAs have been extracted from the corpus analyzed by the LAW10n research Project, there are many similar texts used by many different companies and therefore no author is quoted.

[4] Data collection was carried out with funds from the National Program of Mobility of Human Resources of the Ministry of Education of Spain (Programa Nacional de Movilidad de Recursos Humanos del Plan Nacional de I+D+I 2008-2011) and the support of the Translation Group of the Imperial College London. We would also like to acknowledge all the companies and translators who participated in study, whose names are not mentioned because the data collected is treated as confidential.

[5] The questionnaire used was designed to collect qualitative data. It was not designed to be analysed using statistical tools but rather to yield specific answers to the questions posed about the process of translation of EULAs.

[6] Although these recommendations have been adopted by the translation departments of some large software-developing companies they are still not common practice.