

Many piece of software are currently accompanied by EULAs (End-User License Agreements) that, if accepted, supposedly establish you as a contracted licensee of the software. Many EULAs now explicitly prohibit users from publishing benchmarking results or criticism of the software. First Amendment rights to free speech should overrule such contracts - or anti-circumvention laws should be waived to allow reviewers to bypass the EULA for the purpose of public comment on the protected digital work. Note that while it is primarily software that is protected in this way, recent DRM efforts (for example on music CDs) point the way to music that, if listened to, legally prohibits you from criticizing the publisher or artists involved.