

## Novell Filr 1.2 Novell 软件许可协议

**请仔细阅读本协议。安装、下载或以其他方式使用本软件即表示您同意本协议的条款。如果您不同意这些条款，则不得下载、安装或使用本软件，您应该通知本软件的卖方以获得退款。未经许可证颁发者授权，不得出售、转移或进一步分发本软件。**

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### 许可使用

#### 商用软件。

以下许可证适用于您对本软件的使用，具体取决于您是否：(1) 已购买本软件的独立许可证，或 (2) 已获得允许您在购买 Novell Open Enterprise Server（以下简称“OES”）产品维护后使用本软件的有限许可权利。Filr 只能用于业务运营目的。本协议禁止托管 Filr 供第三方单独使用。

**独立 Filr 许可证。**您必须为 Filr Identity Store 数据库中的每个对象获取一个许可证。对象可通过从目录导入身份或将身份手动添加到 Filr Identity Store 的方式来供应。唯一对象可以在您的任意 Filr 部署中进行复制，而不必为该唯一对象获取多个许可证。您无需为 Filr Identity Store 中作为自注册用户的对象获取许可证。“自注册用户”是指由获得许可且管理员供应的 Filr 用户邀请访问 Filr 内容的用户创建的对象。

**OES/NOWS 维护客户和订阅权利。**如果您已购买 Novell Open Enterprise Server 产品或 Novell Open Workgroup Suite 产品（以下简称“OES”）的维护或订阅服务，则以下有限许可证权利适用于您。根据本协议的条款和条件，Novell 将授予您有限许可证权利，允许您在维护或订阅期间仅将 Filr 软件用于获得许可的 OES 用户。在 OES 维护或订阅期间，您的 Filr 许可证获得的维护权益与适用于 OES 许可证或订阅的维护权益相当。对于您的每项 Filr 部署，每位获得许可的 OES 用户都有权在 Filr Identity Store 中拥有一个对象。如果您已基于设备购买了 OES 许可证，则您有权获得数量与设备许可证数量相等的 Filr 许可证。如果您已按照 Novell 学院许可协议或学校许可协议（以下简称“ALA 或 SLA”）购买了 OES 许可证，则您有权将 Filr 软件用于所有获得授权的用户（详见您的 ALA 或 SLA）。出现以下情况之一时（以最先发生的为准），您的 Filr 使用权利将终止，您必须从系统中彻底删除 Filr 软件：(1) 您的 OES 许可证维护或订阅服务终止或失效；(2) 购买的维护服务数少于 OES 许可证总数。

**SLES 设备许可证。**Filr 软件设备包括 SUSE Linux Enterprise Server (SLES) 产品。您确认并同意以下与 SLES 的使用有关的限制。尽管与本软件一起发送的 SLES 副本随附的 SLES 许可协议中向您授予了许可，您同意仅将 SLES 用于运行软件的目的，而不将其作为一种通用的操作系统使用。如果您尚未收到 SLES 许可协议的副本，可在<http://www.novell.com/licensing/eula/> 上找到它。

**第三方组件。**您使用本软件时适用的其他条款，请见文后附录。

**评估软件。**如果本软件为评估版或提供给您进行评估，则除非另有许可证颁发者的授权代表的书面许可，否则，您对本软件的使用许可证仅限非生产性使用中的内部评估之用，且应遵循您收到本软件所依据的评估产品条款，此许可证将在自安装之日起的 60 天（或由本软件指定的其他期限）后失效。评估期届满后，您必须停止使用本软件，将使用本软件执行的任何操作恢复至原始状态，并从系统中彻底删除本软件。除非获得许可证颁发者的授权代表的书面许可，否则，您不得重新下载本软件。本软件可能包含禁止在特定时段后继续使用该软件的自动禁用机制。

### 限制

**许可证限制。**许可证颁发者保留所有未明确授予您的权利。本软件仅许可您内部使用。除非本协议明确许可，否则，您不得：(1) 对本软件进行复制（用于备份除外）、修改、改变、创建衍生作品、反向工程、反编译或反汇编，但如果适用法律明确允许上述活动，并仅在适用法律明确允许的范围内从事上述活动则不在此限；(2) 转移、转让、承诺、租借、分时共享、托管或租用本软件的全部或部分内容，或依据本协议分许可任何许可证权利的全部或部分内容，除非事先获得许可证颁发者的书面许可；(3) 删除本软件或其文档中的任何专利、商标、版权、商业机密或其他专用声明或标签；或者 (4) 向任何第三方披露本软件的任何性能、功能或其他评估或基准测试的结果，除非事先获得许可证颁发者的书面许可。

**托管限制。**如果您希望由第三方代表您管理、托管（无论是远程还是虚拟方式）或使用本软件，则您应：(1) 首先与此类第三方达成有效且有约束力的协议，其中包含用于保护本软件中许可证颁发者的权利的条款和条件（禁止性和/或限制性不少于本协议中包含的条款和条件），包括但不限于下面的“校验”一节内容；(2) 禁止此类第三方使用本软件，除非仅为了您的利益；以及 (3) 出于此类第三方的任何或所有违反上述条款和条件的行为仅对许可证颁发者负责。

**套件许可证。**如果您对本软件的使用许可证是针对产品套件，则每个许可证只允许一个用户使用套件中的产品。如果套件许可证是以用户为单位颁发的，则不允许多个用户使用套件中的单件产品；如果是以设备或服务器为单位颁发的，则不允许多个设备使用套件中的单件产品。

**升级软件。**本节适用于按升级价格购买本软件或以其他方式升级或更新到本软件的用户。“原始产品”指对其进行升级的产品。您只有成为原始产品的授权用户时，才有权使用本软件。您可以使用本软件逐一替代许可套数的原始产品，但数量不得超过原始软件的授权许可套数。本协议应替代并制约任何有关现有套数的原始产品的许可协议。本软件随附的本协议特定于该软件（按产品和版本），您不得向其他产品或版本重新分配本软件的许可套数，除非获得许可证颁发者的明确说明许可。

**维护和支持。**除非您购买的产品中明确包含支持服务，否则许可证颁发者没有义务提供支持。如果您购买的产品符合上述要求，并且没有专门适用于支持服务的单独协议，则本协议的条款将约束此类支持服务（以下简称“服务”）的提供。有关许可证颁发者当前提供的支持服务的详细信息，请访问 <http://www.novell.com/support>。

## 所有权

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**服务。**许可证颁发者担保，用户购买的任何服务都将根据通用的行业标准以专业的品质提供。本担保将在服务交付后三十（30）日内有效。如有违反本担保的行为，许可证颁发者的唯一义务是以下两项之一：改善服务以符合本担保的要求；自主决定退还您为不满足本担保要求的部分服务而支付给许可证颁发者的金额。您同意采取适当措施分离并备份您的系统。

本软件在设计、制造或使用目的上，不是为了用于或分发于在危险环境中使用的、需要故障自动防护性能的在线控制设备，如核设备、飞机导航或通讯系统、空中交通控制、直接生命保障系统或武器系统。不适用的环境还包括由于本软件故障就会导致人员伤亡或严重的人身或环境损害的情况。

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附录

第三方组件

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(2013 年 2 月)

## AGFA MONOTYPE CORPORATION

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