

## Novell Filr 1.2 Novell 軟體授權合約

請仔細閱讀此合約。安裝、下載或以其他方式使用「軟體」即表示您同意此合約的條款。如果您不同意本合約條款，則不允許您下載、安裝或使用本「軟體」，您應向購買本「軟體」處取回退款。非經授權人授權，不得銷售、轉讓或進一步散佈本「軟體」。

本使用者授權合約（以下簡稱「合約」）為您（個體或個人）與 Novell, Inc.（以下簡稱「授權人」）之間的法律合約。此「合約」所有權指出由您取得授權的軟體產品、任何媒體及隨附文件（統稱為「軟體」），係受美國及其他國家著作權法和相關條約之保護，並且需遵守本合約中之條款。如果您的原籍國強制要求合約需採用當地語言，您可以向授權人書面申請當地語言版本的合約，該版合約具備管制本「軟體」購買授權之效力。凡是本「軟體」可下載或接收的更新、行動應用程式、模組或配接器，或支援版若未隨附授權合約，則完全由本「合約」取代並受其約束。如果此「軟體」係更新版或支援版本，則您必須擁有進行更新或受支援之「軟體」有效授權的版本與數量，以便對更新版或支援版本進行安裝或加以使用。

### 授權使用

#### 商用軟體。

下列授權是否適用於您使用「軟體」的行為取決於：(1) 您已購買軟體的獨立授權，或 (2) 因購買 Novell Open Enterprise Server（簡稱 OES）產品而獲得使用有限授權的權利。Filr 僅供業務運作用途。根據本「合約」，禁止第三方為其自己的需求而裝載 Filr。

獨立 Filr 授權。您必須取得 Filr Identity Store 資料庫中每個物件的授權。這些物件可透過從目錄匯入身分，或手動加入 Filr Identity Store 的方式來提供。您可透過您所擁有的任何一個 Filr 佈署來複製獨特物件，不需要取得該獨特物件的多個授權。若 Filr Identity Store 中的物件為自行註冊使用者 (Self Registered User)，則不需要取得物件的授權。「自行註冊使用者」是指由受到 Filr 授權使用者邀請以存取 Filr 內容的使用者所建立的物件，此 Filr 使用者需具有管理員權限。

OES/NOWS 客戶維護與訂用權限。如果您已購買 Novell Open Enterprise Server 產品或 Novell Open Workgroup Suite 產品（以下稱“OES”）的維護或訂用，則您適用於以下有限的授權。依據本合約的條款與細則，Novell 授與您在維護或訂用期間將 Filr「軟體」用於您授權 OES 使用者的有限授權權限。在您的 OES 維護或訂用期間，您的 Filr 授權將獲得與您 OES 授權或訂用適用之優惠等同的優惠。每位授權的 OES 使用者，有權存取您每個 Filr 佈署之 Filr Identity Store 中的一個物件。如果您是根據裝置來購買 OES 授權，則您可使用的 Filr 授權數量等於裝置授權數量。如果您遵循 Novell 學術授權合約或 School License Agreement（校園授權合約）（以下稱“ALA 或 SLA”）購買 OES 授權，則您有權利將 Filr「軟體」用於您所有的授權使用者（依照您 ALA 或 SLA 的定義）。當發生下列情況時（以較早發生者為準），您的 Filr 使用授權隨即終止，並且您必須將系統中的 Filr「軟體」完全刪除：(1) OES 授權的維護或訂用合約終止或過期，(2) 購買的維護合約數量少於 OES 授權總數。

SLES 裝置授權。Filr 軟體裝置內含 SUSE Linux Enterprise Server (SLES) 產品。您了解並接受使用 SLES 所需受到的下列限制。儘管 SLES 授權合約中所授予的授權可能會附帶和本軟體一併提供的 SLES 副本，但您仍同意只基於執行軟體的目的，而不基於執行作業系統的目的來使用 SLES。如果您沒收到 SLES 授權合約的副本，請造訪 <http://www.novell.com/licensing/eula/>。

第三方元件。使用「軟體」適用的其他條款請見本文附錄。

試用版軟體。如果本「軟體」為試用版本，或是提供給您作為評估之用，除非「授權人」之授權代表另有書面規定，依照收到本「軟體」時所附之試用條款，授權您使用之「軟體」僅限於在非實際執行環境中評估之用，並於安裝後 60 天（或本「軟體」中另外指定之期限）到期。試用期到期時，您必須停止使用本「軟體」、回復至本「軟體」執行任何動作之前的原始狀態，並從系統完整刪除本「軟體」，您必須取得「授權人」授權代表之書面核准，方能再次下載本「軟體」。本「軟體」包含停用機制，會在某段時間後禁止使用本「軟體」。

### 限制

授權限制。「授權人」保留非明示授予之所有權限。您僅獲授權於內部使用「軟體」。除非本「合約」明確許可，否則您不得 (1) 對本「軟體」進行複製（備份用途除外）、修改、改造、製作衍生作品、還原工程、解編或反組譯，除非亦僅有在適用法律明文許可之範圍內方能進行；(2) 轉讓、讓渡、抵押、出租、分時段共用、代管或租用本「軟體」，或將本「合約」授予您的任何授權或權利轉授權；(3) 移除本「軟體」或其文件上的任何專利、商標、版權、商業機密或其他財產權聲明；(4) 無「授權人」任何事先書面授權向任何協力廠商透露本「軟體」任何效能、功能或其他試用或測試結果。

代管限制。若您想要讓協力廠商代表您管理、代管（遠端或虛擬）或使用本「軟體」，(1) 您應先與該協力廠商簽訂有效且具約束力之合約，其中保護本「軟體」中「授權人」權利之條款及細則其禁止與/或限制力應等同於本「合約」，包括但不限於下方「驗證」條款；(2) 您必須為唯一受益者，否則禁止協力廠商使用；(3) 前述協力廠商對上述條款及細則任何及所有的違規，您需對「授權人」全權負責。

**套裝程式授權。**如果您取得之「軟體」使用授權係針對一組產品，則每份授權只允許一位使用者使用套件中的產品。如果以每位使用者為授權基礎，則套裝程式授權不允許有多位使用者使用套裝中之個別產品；如果以每部設備或伺服器為授權基礎，則不允許有多部設備使用套裝中之個別產品。

**升級軟體。**若您購買本「軟體」升級版，或收到本「軟體」升級或更新程式，則您適用於下列條款。「原始產品」是指您要進行升級的產品。唯您為原始產品之授權使用者，且您使用本「軟體」以一對一方式取代您原始產品的授權單位數，且不過原始產品的授權單位數，方授權您使用本「軟體」。本「合約」應取代與管制原始產品剩餘單位之任何授權合約。本「合約」為所隨附「軟體」（依產品與版本）專有，除非「授權人」書面明文許可，您不得將「軟體」的授權單位重新分配給其他產品或版本。

**維護與支援。**除非您購買之產品明確包含支援服務，否則「授權人」沒有提供支援之義務。若您購買之產品未包含適用於支援服務之個別合約，則此「合約」條款將適用於此等支援服務（以下稱「服務」）之提供。如需有關「授權人」目前提供支援的詳細資訊，請參閱 <http://www.novell.com/support>。

## 擁有權

此「軟體」之任何所有權或擁有權均未轉讓予您。「授權人」及/或其協力廠商授權人保留「軟體」及「服務」中所有智慧財產權的所有權利、擁有權和利益，包括任何改寫及副本在內。您未買斷本「軟體」，而是取得本「軟體」的條件式授權。經由本「軟體」取得的標題、擁有權，及智慧財產權，屬該內容擁有者所有且受相關之著作權或其他法律保護。本「合約」並未授予您此項權利。

## 有限擔保

「授權人」保證自您購買日起九十（90）天內，本「軟體」將完全符合隨附文件。如果您在購買日起九十（90）天內向「授權人」提出內容不符之報告，「授權人」將自行處理內容不符之問題，或退還您支付此「軟體」之授權費用。若未經授權而使用或修改「軟體」，此項保證將無效。上述擔保是您唯一的專用補償方法，而且可以取代所有明示或暗示的其他擔保（上述擔保不適用於「軟體」的免費提供版本，本軟體「依現狀」提供，而不提供任何形式的擔保。）

**服務。**「授權人」擔保，您所購買之任何「服務」將按照一般業界標準，以專業方式提供予您。本擔保於「服務」交付後三十（30）天內有效。若有違反此擔保之情形，「授權人」應承擔之義務僅為修正「服務」以使「服務」符合此擔保之規定，或自行選擇退還您已為違反此擔保之「服務」支付「授權人」之金額。您同意採取適當之措施隔離及備份您的系統。

「軟體」之設計、製造或預期之使用或配售，並不適用於高危險環境之零故障連線控制設備，例如核子設備、空中飛航或傳播通訊之作業；以及如控制系統、緊急維生儀器、武器系統，或其他在軟體故障時可能直接導致人員傷亡或嚴重財產損失之用途。

**非授權人產品。**本「軟體」可能包含「授權人」以外機構所授權或銷售之硬體、其他軟體程式或服務。「授權人」對於非「授權人」產品或服務不提供擔保。任何此類產品或服務均係依產品既有規格提供。非「授權人」產品之擔保服務（若有的話）均由產品授權者根據適當的授權者擔保而提供。

除非法律另有明文規定，「授權人」一律否認並排除任何及所有默示擔保，包括但不限於任何適售性、特定目的之適用性、所有權或未侵權，且交易過程、實行過程或貿易慣例上亦未有任何擔保。凡未明述於本「有限保證」之保證、代表與承諾，「授權人」概不承擔。「授權人」不擔保本「軟體」或服務符合您的需求、與所有作業系統相容，或「軟體」或服務之運作不中斷或不發生錯誤。上述之免責聲明乃本合約之要件，且成為產品收費之依據。有些管轄區域不允許特定免責聲明和擔保限制，因此上述限制中可能有部分內容不適用於您。此有限擔保賦予您特定權利。除此之外，因各州或管轄區而異，您還可能具有其他權利。

## 賠償限制

**衍生性損失。**對於任何特殊性、隨附件、衍生性、間接性、侵權性、經濟性或懲罰性損傷，無論是基於合約、疏失、嚴格責任，或其他侵權、違反任何法律上義務、賠償或捐款等損傷，包括但不限於利潤、業務或資料上的損失，即使已得知此類損失之可能性，「授權人」或其任何協力廠商授權人、子公司或員工概不負責。

**直接損害。**任何情況下，「授權人」對於財產或人身（不論是單次或連續多次）構成直接損害之總賠償金額以不超過您購買上述所指軟體或服務金額的 1.25 倍為限（如果您是以免費取得此軟體，則不得超過美金 50 元）。上述排除與限制事項將不適用於因「授權人」或其員工、代理人或承包商因疏失所造成人員傷亡之索賠。在不允許排除或限制損傷條款的管轄區中，包括但不限於違反任何默示條款及權利，或平和享用依照本「合約」取得的任何「軟體」，或詐欺的不實陳述，「授權人」的責任應在前述管轄區內允許的最大範圍內允許限制或排除。

## 一般條款

**條款。**本合約自您合法獲得「軟體」當日起開始生效，如果您違反任何條款，本合約將自動終止。如果您係透過訂閱方式取得「軟體」，則您對「軟體」的擁有權或使用權利將於適用的訂閱期限到期後終止。本「合約」或任何適用的訂閱期限終止效力後，您必須銷毀「軟體」的原始版本及所有副本，或將其歸還給「授權人」並刪除系統中的「軟體」。

確認。授權人有權驗證您是否遵守此「合約」。您同意：(1) 實作內部保護，以防止在任何未經授權的情況下複製、發佈、安裝、使用或存取本「軟體」；(2) 保留充分的記錄以證明您遵循本「合約」(包括其產品使用權附錄，若有)，並在「授權人」的要求下根據這類記錄提供量值且予以證明，並說明產品和版本的份數及網路架構，因為這些資料與您對於本「軟體」的授權與佈署有合理的關係；以及(3) 允許「授權人」代表或獨立稽核員(以下統稱「稽核員」)在您的正常營業時間內檢查並稽核您或您承包商的電腦和記錄，以確保未違反「授權人」軟體產品之授權條款之規定。當「授權人」及稽核員出示其為保護您機密資訊而簽署的書面機密性聲明表單時，您應全力配合進行稽核，並提供任何必要的協助及使用記錄和電腦的權限。如果稽核發現您目前或過去曾未授權安裝、使用或存取「軟體」，您應該在 30 天內購買足夠的授權以及相關的維護以涵蓋任何數量和時間段的授權不足，並且費用不享受任何其他適用折扣的優惠。若發現實際缺少的授權數為所需總數的 5% 或更多，您必須支付「授權人」在稽核中的相關支出。協力廠商軟體/開放原始碼。此「合約」中任何規範均不得約束、限制或影響您具備的任何權利與義務，或在「軟體」所包含任何開放原始碼之適當開放原始碼授權中所應遵守的條件。「軟體」可包含或隨附於以不同條款授權的其他軟體程式，及/或由非「授權人」的授權人所授權之其他軟體程式。使用其他授權合約隨附的任何軟體程式需受該授權合約之約束。隨本「軟體」一同提供之任何協力廠商軟體可供您自由選擇使用。

轉讓。未經「授權人」之書面許可，不得轉讓或讓渡本「合約」及為使用本「軟體」所購買的相關授權。任何嘗試轉讓或讓渡皆是徒勞無功。請與 [CRC@novell.com](mailto:CRC@novell.com) 聯絡以申請轉讓授權及讓渡本「合約」。

法律。無論選擇的法律規定為何，凡本「合約」所產生或相關之事項均由美國與猶他州之實體法管制。任何與本「合約」相關訴訟、判決或處分只於猶他州適當管轄區的聯邦或州法庭審理。若一方發起與本「合約」相關的法律訴訟，勝訴方有權追回合理的律師費。但若您的主要居住國為歐盟或為歐洲自由貿易協會成員，則(1) 愛爾蘭法庭對於與本「合約」相關之任何法律訴訟擁有專屬管轄權；(2) 主要居住國的法律必須適用於該國將實施之法律的任何此類法律訴訟。謹此明確排除「聯合國國際貨物銷售合同公約」(United Nations Convention of Contracts for the International Sale of Goods)之適用。

完整合約。本「合約」，連同任何其他購買文件或您與「授權人」之間的其他合約，構成您與「授權人」之間的全部協議及合約，唯在與「授權人」授權代表的書面合約同意下，方能予以修正或修改。所有授權者、批發商、代理商、零售商、經銷商、銷售人員或員工均未經授權，不得修改本合約，所做之任何保證或承諾亦不得異於或超出本合約中之條款。

棄權。放棄本合約中之任何權利均應以書面提交，並由受約束一方之正式授權代表負責簽署。既往或目前因任何侵害或無法執行所產生之任何棄權聲明，均不應視為放棄根據本合約而產生之任何未來權利。

分割。如果此「合約」中之任何條款無效或無法實行，應在必要的範圍內重訂、限制、修改，甚至視情況終止該項條款，使其不再無效或無法實行，至於此「合約」中之其他條款則不受影響。

出口規定。您承認「授權人」的產品和/或技術受美國《出口管理條例》(以下簡稱「EAR」)之約束，且您同意遵守 EAR。您不得將「授權人」的產品直接或間接出口或轉出口至：(1) 任何美國禁止出口的國家；(2) 任何您知道或應該知道將運用「授權人」產品從事核子、化學或生物武器或火箭系統、太空發射載具、探空火箭或無人飛機之設計、開發或生產的使用者；或(3) 任何美國聯邦機構禁止參與美國出口交易的任何使用者。您若下載或使用本「軟體」，即表示您同意前述規定，且您聲明並保證您並未在上述任何國家居住或受其任何居民控制，或您未名列在上述任何清單中。此外，您應負責遵循您管轄區中任何會影響進口、出口或使用「授權人」產品之當地法律。出口受 EAR 管制的項目前，請洽詢美國商務部工業安全局(Bureau of Industry and Security)網頁

[www.bis.doc.gov](http://www.bis.doc.gov)。如需出口本「軟體」的詳細資訊，包括適用的「出口管制分類號碼」(ECCN)與相關的授權例外(若適用)，請參閱 [www.Novell.com/info/exports/](http://www.Novell.com/info/exports/)。申請時，「授權人」的「國際貿易服務部」將提供「授權人」產品適用的出口限制資訊。若您未取得任何必要的出口許可，「授權人」不承擔任何責任。

美國政府限制權利。美國政府之使用、複製或揭露任何「交付項目」應依 FAR 52.227-14 (2007 年 12 月) Alternate III (2007 年 12 月)、FAR 52.227-19 (2007 年 12 月) 或 DFARS 252.227-7013 第 (b)(3) 款 (1995 年 11 月) 或其適當繼承條款所規定之限制。

[021815]

\*\*\*\*\*

附錄

協力廠商元件

APPLE:

如果您使用的是 Novell Filr for iOS 軟體，本「軟體」可能包含 Apple 授權之智慧財產權。Apple 要求 Novell 在本合約中涵括某些最低條款。您瞭解並同意使用此類軟體需遵循下列條款(根據本增補條款的目的，「授權應用程式」一詞是指適用於 iOS 的 Novell Filr 應用程式)。

1. 確認：您確認本合約僅是您與 Novell 之間達成的協議，而不是與 Apple 之間的協議，並且 Novell (而非 Apple) 僅對授權應用程式及其內容承擔責任。如果本合約提供之授權應用程式使用規則的限制性比 App Store 服務條款所規定之授權應用程式使用規則的低，或與其使用規則相衝突，則 App Store 服務條款中限制性更高的條款同樣適用。
2. 授權範圍：授權應用程式的使用授權屬於不可轉讓之授權，您可以在 App Store 服務條款規定之使用規則所允許的範圍內，於您所擁有或控制的 iOS 產品中使用授權應用程式。
3. 維護與支援：您確認 Apple 沒有任何義務針對授權應用程式提供任何維護與支援服務。

4. 擔保：如果授權應用程式未遵循任何適用的擔保條款，則依據本合約中的退款條款，您可以通知 Apple，Apple 將會退還您購買授權應用程式所付的費用。在適用法律容許的最大範圍內，Apple 無需承擔任何其他有關授權應用程式的擔保義務。

5. 產品索賠：您確認 Apple 不負責處理與授權應用程式相關或與您擁有和/或使用該授權應用程式相關的任何索賠，包括但不限於：(i) 產品責任索賠；(ii) 授權應用程式未遵循任何適用法律或法規要求的任何索賠，以及 (iii) 依據消費者保護法或類似法律提出的索賠。

6. 智慧財產權：您確認，如果任何第三方聲稱授權應用程式或您對該授權應用程式的擁有和使用侵犯第三方的智慧財產權，Apple 概不負責對此類智慧財產權索賠進行任何調查、辯護、理賠及清償債務。

7. 法律遵循：您聲明並保證：(i) 您不在美國政府禁運的國家/地區或被美國政府指定為「支援恐怖份子」的國家/地區，以及 (ii) 您未列於美國政府禁運或受限方的任何清單中。

8. 合約的第三方條款：當您使用您的應用程式時，必須遵循合約的適用第三方條款，例如，如果使用 VoIP，則您在使用授權應用程式時，不得違反您的無線資料服務合約。

9. 第三受益人：Apple 及 Apple 子公司是本合約的第三受益人。一旦您接受本合約的條款和條件，Apple 做為第三受益人即有權（且即視為接受該權利）對您行使本合約。

#### ORACLE:

本「軟體」內含由 Oracle America, Inc. (簡稱 Oracl) 旗下的 Novel 公司所授權的檢視器軟體，並且可能包含 Oracle JDBC 驅動程式。根據本附加條款之目的，「程式」一詞所指為 Oracle 檢視器軟體，以及相關的 Oracle 元件與 Oracle JDBC 驅動程式。Oracle 要求您同意程式的下列使用條款。

#### 使用條款

1) 須在本「軟體」允許的範圍內使用該程式，且用途僅限於貴公司自身內部業務運作。您可以允許代理、承包商、外包商及非受雇者在遵循最終使用者授權合約之條款的情況下代表您以貴公司內部業務運作為目的使用該程式，對於他們對本「軟體」的使用及對最終使用者授權合約的法規遵循情況，您應承擔責任。對程式的物理控制和管理控制僅限履行最終使用者授權合約的合法實體。

2) 禁止以下行為：(a) 轉讓程式的所有權（若「軟體」在實體設備中內嵌該程式，則在排解電腦故障時的暫時轉讓除外）；(b) 將程式或與其相關的利益指派、賦予或轉讓給其他個人或實體（並且，如果您授予的是程式相關的安全性利益，則被擔保方將無權使用或轉讓該程式）。

3) Oracle 或其授權者保留程式的一切擁有權和智慧財產權。

4) 您不得從事以下行為：(a) 將程式用於租賃、分時共用、訂閱服務、代管或外包用途；(b) 移除或修改任何程式標記或者 Oracle 或其授權者的任何專屬權通知；(c) 以任何方式將程式提供給任何第三方以用於第三方的業務運作（除非特定程式授權明確允許進行此類存取）；(d) 對程式進行反向工程（除非法律為實現互用性而做此要求）、反組譯或反編譯（上述禁止行為包括但不限於檢閱資料結構或程式產生的相似材料）；及 (e) 公佈對程式執行之基準測試的任何結果。

5) 您必須完全遵循美國的所有相關出口法律和法規以及其他適用的進出口法律，並確保直接或間接出口程式或其任何直接衍生的產品時不得違反適用法律。Uniform Computer Information Transactions Act (美國統一電腦資訊交易法案) 的軟體除外。

6) 特此通知，本程式須遵循此有限授權且僅供與本「軟體」搭配使用。不得修改程式。最終使用者授權合約終止時，您要停止使用並銷毀程式和文件的所有副本。

7) 您同意允許 Novell 稽核您對程式的使用並向 Oracle 報告稽核結果，或允許 Oracle 在您支付費用的情況下進行稽核。您同意將 Oracle 指定為程式合約的第三方受益方，但不得要求 Oracle 承擔任何責任或讓其承擔任何 Novell 和 Oracle 之間先前未同意的責任。

8) 在適用法律允許的範圍內，對於因使用程式而引起的 (a) 任何直接、間接、意外、特殊、懲罰性或衍生性損害，及 (b) 任何利益、收入、資料或資料使用的損失，Oracle 概不承擔責任。

9) 有些程式可能包含 Oracle 作為這些程式標準交付的一部分提供的原始程式碼，這類原始程式碼將受到最終使用者授權合約中條款的約束。「軟體」文件中會指定（或另行通知）適合或需要與某些 Oracle 程式搭配使用的協力廠商技術。授權給您的此類協力廠商技術僅供與本程式搭配使用，且必須遵循「軟體」文件中指定（或另行通知）的協力廠商授權合約，無須遵循本最終使用者授權合約。

(2013 年 2 月)

## AGFA MONOTYPE CORPORATION

### END USER LICENSE AGREEMENT

This Agfa Monotype Corporation End User Agreement (the "Agreement") becomes a binding contract between you and Agfa Monotype Corporation (a) when you click on the area marked "ACCEPT LICENSE AGREEMENT," or, (b) if you are acquiring Font Software on a floppy disk, when you open the package in which the font is contained. If you do not wish to be bound by the Agreement, you cannot access, use or download the Font Software. Please read all of the Agreement before you agree to be bound by its terms and conditions.

You hereby agree to the following:

1. You are bound by the Agreement and you acknowledge that all Use (as defined herein) of the Font Software (as defined herein) supplied to you by AMT is governed by the Agreement.
2. "AMT" as used herein shall mean collectively Agfa Monotype Corporation, its successors and assigns, its parent and affiliated corporations, its authorized distributors, and any third party that has licensed to AMT any or all of the components of the Font Software supplied to you pursuant to the Agreement.
3. "Font Software" as used herein shall mean software which, when used on an appropriate device or devices, generates typeface and typographic designs and ornaments. Font Software shall include all bitmap representations of typeface and typographic designs and ornaments created by or derived from the Font Software. Font Software includes upgrades, updates, related files, permitted modifications, permitted copies, and related documentation.
4. "Basic Licensed Unit" as used herein shall mean up to five (5) Workstations (as defined herein) connected to no more than one (1) printer with a non-volatile memory (for example, a hard drive), all located at a single geographic location. If you intend to use the Font Software on more equipment than permitted by a Basic Licensed Unit, you must create an "Expanded Licensed Unit" by obtaining from AMT, for an additional fee, a site license for all such equipment. "Licensed Unit" as used herein shall mean a Basic Licensed Unit or an Expanded Licensed Unit as is appropriate to the context in which the term is used. If you have acquired an entire Font Software Library (that is, a single license for Font Software for 500 or more different typeface designs) and you use such Font Software Library only at a single geographic location, then "Licensed Unit" shall mean up to twenty (20) Workstations connected to no more than two (2) printers with non-volatile memories at such geographic location.
5. "Use" of the Font Software shall occur when an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.
6. "Derivative Work" shall mean binary data based upon or derived from Font Software (or any portion of Font Software) in any form in which such binary data may be recast, transformed, or adapted including, but not limited to, binary data in any format into which Font Software may be converted.
7. "Personal or Internal Business Use" shall mean Use of the Font Software for your customary personal or internal business purposes and shall not mean any distribution whatsoever of the Font Software or any component or Derivative Work thereof. "Personal or Internal Business Use" shall not include any Use of the Font Software by persons that are not members of your immediate household, your authorized employees, or your authorized agents. All such household members, employees, and agents shall be notified by you as to the terms and conditions of the Agreement and shall agree to be bound by it before they can have Use of the Font Software.
8. "Workstation" as used herein shall mean a component in which an individual is able to give commands (whether by keyboard or otherwise) that are followed by the Font Software, regardless of the location in which the Font Software resides.
9. "Commercial Product" as used herein shall mean an electronic document or data file created by Use of the Font Software that is offered for distribution to the general public (or to some subset of the general public) as a commercial product in exchange for a separate fee or other consideration. By way of illustration and not by way of limitation, an electronic book or magazine distributed for a fee shall be considered a Commercial Product; a document distributed in connection with a commercial transaction in which the consideration is unrelated to such document (for example, a business letter, a ticket for an event, or a receipt for purchase of tangible goods such as clothing) shall not be considered a Commercial Product.
10. You are hereby granted a non-exclusive, non-assignable, non-transferable (except as expressly permitted herein) license to access the Font Software (i) only in a Licensed Unit, (ii) only for your Personal or Internal Business Use, and (iii) only subject to all of the terms and conditions of the Agreement. You have no rights to the Font Software other than as expressly set forth in the Agreement. You agree that AMT owns all right, title and interest in and to the Font Software, its structure, organization, code, and related files, including all property rights therein such as copyright, design and trademarks rights. You agree that the Font Software, its structure, organization, code, and related files are valuable property of AMT and that any intentional Use of the Font Software not expressly permitted by the Agreement constitutes a theft of valuable property. All rights not expressly granted in the Agreement are expressly reserved to AMT. You may not use the Font Software to electronically distribute a Commercial Document without a separate license from AMT authorizing you to do so.
11. You may install and Use the Font Software on a single file server for Use on a single local area network ("LAN") only when the Use of such Font Software is limited to the Workstations and printers that are part of the Licensed Unit of which the server is a part. For the purpose of determining the proper number of Workstations for which a license is needed, the following example is supplied for illustration purposes only: If there are 100 Workstations connected to the server, with no more than 15 Workstations ever using the Font Software concurrently, but the Font Software will be used on 25 different Workstations at various points in time, a site license must be obtained creating a Licensed Unit for 25 Workstations. The Font Software may not be installed or Used on a server that can be accessed via the Internet or other external network system (a system other than a LAN) by Workstations that are not part of a Licensed Unit.

12. You may electronically distribute Font Software embedded in a "Personal or Internal Business Use" document (that is, a document other than a "Commercial Product" as defined herein) only when the Font Software embedded in such document (i) is in a static graphic image (for example, a "gif") or an embedded electronic document, and (ii) is distributed in a secure format that permits only the viewing and printing (and not the editing, altering, enhancing, or modifying) of such static graphic image or embedded document. You may not embed Font Software in a Commercial Product without a separate written license from AMT, and you may not embed Font Software in an electronic document or data file for any reason other than your own Personal or Internal Business Use.

13. You may not alter Font Software for the purpose of adding any functionality which such Font Software did not have when delivered to you by AMT. If the Font Software contains embedding bits that limit the capabilities of the Font Software, you may not change or alter the embedding bits. Font Software may not be used to create or distribute any electronic document in which the Font Software, or any part thereof, is embedded in a format that permits editing, alterations, enhancements, or modifications by the recipient of such document. If you have reason to believe that a recipient of an electronic document possesses the capability to edit, alter, enhance, or modify such electronic document even though you have distributed it in a format which does not permit such editing, alteration, enhancement, or modification, you shall not transmit such document to such person.

14. You may take a digitized copy of the Font Software used for a particular document, or Font Software embedded in an electronic document, to a commercial printer or service bureau for use by the printer or service in printing such document but only if the printer or service bureau represents to you that it has purchased or been granted a license to use that particular Font Software.

15. You acknowledge that the Font Software is protected by the copyright and other intellectual property law of the United States and its various States, by the copyright and design laws of other nations, and by international treaties. You agree to treat the Font Software as you would any other copyrighted material, such as a book. You may not copy the Font Software, except as expressly provided herein. Any copies that you are expressly permitted to make pursuant to the Agreement must contain the same copyright, trademark, and other proprietary notices that appear on or in the Font Software. You agree not to adapt, modify, alter, translate, convert, or otherwise change the Font Software, or to create Derivative Works from Font Software or any portion thereof. You further agree not to use Font Software in connection with software and/or hardware that create Derivative Works of such Font Software. You agree not to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Font Software, provided, however, that if you are located in a European Community member country or any other country which provides rights materially similar to the rights set forth in this proviso, you may reverse engineer or decompile the Font Software only to the extent that sufficient information is not available for the purpose of creating an interoperable software program (but only for such purpose and only to the extent that sufficient information is not provided by AMT upon written request). You agree to use trademarks associated with the Font Software according to accepted trademark practice, including identification of the trademark owner's name. Trademarks can only be used to identify printed output produced by the Font Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark and all use of any trademark shall inure to the sole benefit of AMT. You may not change any trademark or trade name designation for the Font Software.

16. You may not rent, lease, sublicense, give, lend, or further distribute the Font Software, or any copy thereof, except as expressly provided herein. You may transfer all your rights to use the Font Software to another person or legal entity provided that (i) the transferee accepts and agrees to be bound by all the terms and conditions of the Agreement, and (ii) you destroy all copies of the Font Software, including all copies stored in the memory of a hardware device. If you are a business or organization, you agree that upon request from AMT or AMT's authorized representative, you will within thirty (30) days fully document and certify that use of all AMT Font Software at the time of the request is in conformity with your valid licenses from AMT.

17. You may make one back-up copy of Font Software for archival purposes only, and you shall retain exclusive custody and control over such copy. Upon termination of the Agreement, you must destroy the original and all copies of the Font Software.

18. AMT warrants to you that the Font Software will perform substantially in accordance with its documentation for the ninety (90) day period following delivery of the Font Software. To make a warranty claim, you must, within the ninety (90) day warranty period, return the Font Software to the location from which you obtained it along with a copy of your receipt or, if such Font Software is acquired on-line, contact the on-line provider with sufficient information regarding your acquisition of the Font Software so as to enable AMT to verify the existence and date of the transaction. If the Font Software does not perform substantially in accordance with its documentation, the entire, exclusive, and cumulative liability and remedy shall be limited to the refund of the license fee you paid to AMT to obtain delivery of the Font Software. AMT DOES NOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE FONT SOFTWARE. THE FOREGOING STATES THE SOLE AND EXCLUSIVE REMEDIES FOR AMT'S BREACH OF WARRANTY. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, AMT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT WILL AMT BE LIABLE TO YOU OR ANYONE ELSE (I) FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS, LOST DATA, LOST BUSINESS OPPORTUNITIES, OR LOST SAVINGS, EVEN IF AMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY CLAIM AGAINST YOU BY ANY THIRD PARTY SEEKING SUCH DAMAGES EVEN IF AMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states or jurisdictions do not allow the exclusions of limitations of incidental, consequential or special damages, so the above exclusion may not apply to you. Also, some states or jurisdictions do not allow the exclusions of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the greatest extent permitted by law, any implied warranties not effectively excluded by the Agreement are limited to ninety (90) days. Some jurisdictions do not permit a limitation of implied warranties where the product results in physical injury or death so that such limitations may not apply to you. In those jurisdictions, you agree that AMT's liability for such physical injury or death shall not exceed One Hundred Thousand Dollars (U.S. \$100,000), provided that such jurisdictions permit a limitation of such liability. This warranty gives you specific legal rights. You may have other rights that vary from state to state or jurisdiction to jurisdiction. The Font Software is non-returnable and nonrefundable.

19. The Agreement will be governed by the laws of Illinois applicable to contracts wholly entered and performable within such state. All disputes related to the Agreement shall be heard in the Circuit Court of Cook County, Illinois, U.S.A. or the United States District Court for the Northern District of Illinois, Chicago, Illinois U.S.A. Both you and AMT agree to the personal jurisdiction and venue of these courts in any action related to the Agreement. The Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

20. The Agreement shall automatically terminate upon failure by you (or any authorized person or member of your immediate household to whom you have given permission to Use the Font Software) to comply with its terms. The termination of the Agreement shall not preclude AMT from suing you for damages of any breach of the Agreement. The Agreement may only be modified in writing signed by an authorized officer of AMT. You agree that the Font Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration or any applicable export laws, restrictions or regulations.

21. You have the rights expressly set forth in the Agreement and no other. All rights in and to the Font Software, including unpublished rights, are reserved under the copyright laws of the United States and other jurisdictions. All rights reserved. Notwithstanding the foregoing, to the extent that any law, statute, treaty, or governmental regulation shall be deemed by a court of competent jurisdiction to provide you with any additional or different rights from those provided herein and such rights shall be deemed non-waivable as a matter of law and to supersede the rights specifically provided herein, then such law, statute, treaty, or governmental regulation shall be deemed to be made a part of the Agreement. To the extent that any such rights created by any law, statute, treaty or governmental regulation are waivable, you agree that your acceptance of the Agreement shall constitute an effective and irrevocable waiver of such rights. The Agreement may be enforced by AMT or by an authorized dealer acting on behalf of AMT.

22. If this product is acquired under the terms of a (i) GSA contract - use, reproduction or disclosure is subject to the restrictions set forth in the applicable ADP Schedule contract, (ii) DOD contract - use, duplication or disclosure by the Government is subject to the applicable restrictions set forth in DFARS 252.277-7013; (iii) Civilian agency contract - use, reproduction, or disclosure is subject to FAR 52.277-19(a) through (d) and restrictions set forth in the Agreement.

"Monotype" is a trademark of Agfa Monotype Limited registered in the U.S. Patent and Trademark Office and elsewhere. All other trademarks are the property of their respective owners.