

Novell Filr 1.0 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本「軟體」即表示您同意本合約的條款。如果您不同意這些條款，請勿下載、安裝或使用本軟體。適當情況下，請將完整未使用過的包裝連同收據一併退回經銷商，以便取回退款。非經 NOVELL 之授權，不得銷售、轉讓或散佈此軟體。

本 Novell 軟體授權合約（以下簡稱「合約」）是您（個體或個人）與 Novell, Inc.（以下簡稱 Novell）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。凡是本「軟體」可下載或接收的更新版或支援版若未隨附授權合約，則完全由此「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。

「軟體」可包含或附隨於以不同條款授權的其他軟體程式，及/或由非 Novell 的授權人所授權之其他軟體程式。使用隨附其他授權合約的任何軟體程式需受該授權合約之約束。此「軟體」所提供之任何協力廠商軟體可供您自由選擇使用。

已授權之使用

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/NEWS 客戶維護與訂閱授權。如果您已購買 Novell Open Enterprise Server 產品或 Novell Open Workgroup Suite 產品（以下稱「OES」）的維護或訂閱，則您適用於以下有限的授權。依據本合約的條款與條件，Novell 單獨授予您在維護或訂閱期間將 Filr「軟體」用於您授權 OES 使用者的有限授權。在您的 OES 維護或訂閱期間，您有限的 Filr 授權將獲得與您 OES 授權或訂閱適用之優惠等同的優惠。如果您是根據裝置來購買 OES 授權，則您可使用的 Filr 有限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)。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。當發生下列情況時 (以較早發生者為準)，您的 Filr「軟體」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 授權的維護或訂閱合約終止或過期，(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。其他適用於您「軟體」使用行為的條款，請參閱本合約的附錄。

試用版軟體。如果此「軟體」為試用版本，或是提供給您作為評估之用，則依照收到此「軟體」時所附之試用條款，授權您使用之「軟體」僅限於內部評估之用，並於安裝後 90 天 (或「軟體」中另外指定之期限) 到期。試用期滿後，您必須停止使用此「軟體」，還原到此「軟體」所執行之任何操作的原始狀態，並從您的系統中完全刪除此「軟體」。此「軟體」可能包含自動失效機制，以防止逾期使用。因此請將系統備份，以及採取其他措施以防止檔案或資料遺失。

限制

授權限制。Novell 保留未明文授予您的所有權利。本「軟體」僅授權您於內部使用。您不得 (1) 對此「軟體」進行還原工程、反編譯或反組譯，但準據法特准之範圍不在此限；(2) 修改、變更、出租、分時共用或租用此「軟體」，亦不得將此「合約」中之任何權利轉授給他人；(3) 未經 Novell 書面同意，轉讓本「軟體」或此「合約」中之全部或部分權利。

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，則不允許多部設備使用套裝中之個別產品。

升級保護。若您在 Novell 方案中購買此「軟體」的升級保護或維護，且「軟體」以產品套裝形式授權，則該升級保護或維護僅賦予您升級「軟體」整體的權利，不得升級「軟體」隨附的任何元件程式或產品、或套裝所包含的任何單獨產品。若適用的 Novell 政策及方案許可的話，您可為本「軟體」的個別元件單獨購買升級保護。

升級軟體。如果您以升級價格購買「軟體」，則適用本節。「原始產品」是指您要進行升級的產品。若要取得使用此「軟體」之授權，您必須是「原始產品」之授權使用者，並且符合以下條件：(1) 您取得使用此「軟體」的權利僅限於取代合法取得之「原始產品」，以及根據取得此「軟體」時之 Novell 既有政策，具有資格以此「軟體」升級之「原始產品」；(2) 安裝及使用「原始產品」時均遵守適用授權合約中之條款及條件；以及 (3) 您不得銷售或另行轉讓「原始產品」之所有權。

支援。除非您購買之產品明確包含支援服務，否則 Novell 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 Novell 目前提供之支援的詳細資訊，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。Novell 及/或其授權者保留「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。您僅取得使用「軟體」之有條件授權。

有限擔保

自購買日起九十 (90) 天內，Novell 提供以下擔保：(1) 用於傳送此「軟體」之任何媒體上不會有硬體瑕疵；(2) 此「軟體」大致上與此軟體隨附文件相符。如果在購買日起九十 (90) 天內將有瑕疵的產品退回 Novell 或提出內容不符之報告，Novell 將自行處理內容不符之問題，或退還您支付「軟體」之授權費用。若未經授權而使用或修改此「軟體」，此項保證將無效。上述擔保是您的唯一專用補償方法，而且可以取代所有明示或暗示的其他擔保。(上述擔保不適用於本「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。Novell 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」交付後九十 (90) 天內有效。若有違反本擔保之情形，Novell 應承擔之義務僅為修正「服務」以使「服務」符合本擔保之規定，或自行選擇退還您已為違反本擔保之「服務」支付給 Novell 之金額。由於檔案可能會在 Novell 提供技術服務之過程中變更或損壞，您同意採取適當方式隔離並備份您的系統。

「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。

「軟體」只與特定電腦和作業系統相容。對於非相容系統，此「軟體」不提供擔保。如需有關相容性的資訊，請與 Novell 或當地經銷商聯絡。

非 Novell 產品。此「軟體」可能包含 Novell 以外機構所授權或銷售之硬體、其他軟體程式或服務，或是與其合併成套件。NOVELL 對於非 NOVELL 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 NOVELL 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。

除非法律另有限制，否則 NOVELL 不承擔並排除任何及所有暗示擔保，包括對適售性、適於特定用途、所有權或非侵權之擔保。凡未明述於本「有限保證」之保證、代表與承諾，NOVELL 概不承擔。NOVELL 不保證此軟體或服務將滿足您的需求，亦不保證此軟體或服務之操作不會中斷。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。任何情況下，對於因使用或無法使用此軟體或服務所造成之任何特殊、意外、衍生性、間接、侵權、懲罰性傷害，即使是在已知可能造成損失之情況下，NOVELL 或其任何授權者、子公司或員工均不負任何賠償責任，包括但不限於利益、商業或資料損失。

直接損害。任何情況下，NOVELL 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（或如果您是免費取得此軟體，則不得超過美金 50 元）。對於因此造成死亡或人員受傷者，上述排除及限定條款將不適用。在不允許損害排除或限定條款之管轄區域內，Novell 之賠償責任以該管轄區域內所允許限制之最大範圍為限。

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本「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。此「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 Novell 並刪除系統中的「軟體」。

確認。Novell 會於您正常營業時間內針對您的軟體與文件使用狀況進行自費年度稽核，以確保未違反本「合約」，並於稽核前十五(15)天通知您。您同意實施內部防護措施以防止任何未經授權複製、散佈、安裝、使用或存取本「軟體」。您進一步同意保留充分的記錄證明您遵循本「合約」，並在 Novell 要求時根據這類記錄提供量值和/或報告且予以證明，並說明產品和版本份數及網路架構，因為這些資料與您對於本「軟體」的授權與部署有合理的關係。您應提供給 Novell 或授權代表為執行稽核而需存取相關記錄與硬體以及訪問員工的權限。當 Novell 或其授權代表出示關於其保護您機密資訊的合理書面承諾時，您應全力配合此類稽核，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」，您應立即取得足夠的授權以涵蓋任何授權不足之處。如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 Novell 在稽核中的相關支出，並且在 30 天內取得所需的額外授權，且不享有任何折扣優惠。

基準測試。若您為軟體開發者或授權者，或若您代表或依據軟體開發者或授權者之指示，進行本「軟體」的測試工作，則適用本基準測試的限制。未經 Novell 之事先書面同意（無正當理由不得拒絕），您不得將本「軟體」之任何基準測試結果公佈或洩漏給任何協力廠商。如果您是功能上與本「軟體」類似或與本「軟體」有競爭的產品（以下簡稱「類似產品」）的授權者，或者代表此類授權者經營，而您違反此限制公佈或洩漏了有關本「軟體」的基準資訊，則不論此「類似產品」的使用者授權合約中是否有相反的限制，Novell 除了可以獲取任何其他救濟外，還應有權對此「類似產品」執行基準測試以及洩露和公佈該基準資訊，而且您在此聲明您有權授予 Novell 這種權利。

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。

轉讓。未經 Novell 之書面許可，不得轉讓或讓渡本合約。

法律和管轄權。本合約係受美國猶他州法律之管轄。與本合約相關之任何法律訴訟只能向猶他州具有法定管轄權之法院提出。但是，如果您主要的居住國為歐盟或歐洲自由貿易聯盟之成員國，則本合約受該國法律管轄，任何法律訴訟只能向該國具有法定管轄權之法院提請。

完整合約。本合約確定您與 Novell 完全瞭解與同意所有條款規定，除非經過您與 Novell 授權代表的書面同意，否則不得擅自增修。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。如果本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，至於本合約中之其他條款則不受影響。

出口規定。根據本合約所提供的任何產品或技術資訊，均受美國出口控制或其他國家/地區的貿易法律管轄。雙方同意遵守所有出口管制法規，並取得所需授權或出口、再出口、進口貨物的分級。雙方同意不出口或再出口目前美國出口排除清單中的項目，或不出口或再出口至美國出口法律中所指定的任何禁運或恐怖份子國家。雙方不會將交付項目用於核子、飛彈或生化武器的用途。將 Novell 產品從美國出口前，請洽詢美國商務部工業安全局 (Bureau of Industry and Security) 網頁 www.bis.doc.gov。請參閱 <http://www.novell.com/company/legal/> 以取得出口 Novell 軟體的更多資訊。根據要求，Novell 會提供您與適用限制相關的特定資訊。但是，若您未取得任何必要的出口許可，Novell 不承擔任何責任。

美國政府限制權利。美國政府之使用、複製或揭露應依 FAR 52.227-14 (1987 年 6 月) Alternate III (1987 年 6 月)、FAR 52.227-19 (1987 年 6 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。立約人/製造商為 Novell, Inc., 1800 South NovellPlace, Provo, Utah 84606。

其他。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。

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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 在本合約中包含某些最低條款。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) 程式的使用僅限於「軟體」的範圍，並且僅供您內部業務運作之用。基於內部業務運作之目的，您可允許您的代理商、承包商、外包商和非員工的使用者代表您使用程式，但其使用行為需符合使用者授權合約的規範，並且承擔他們使用「軟體」的行為及遵循使用者授權合約的責任。執行使用者授權合約的法律實體必須保留程式的實體控制與管理控制權。

2) 您不得 (a) 移轉程式 (但如果「軟體」將程式嵌入實體裝置，則電腦發生故障時的暫時移轉不在此限)；(b) 指派、給予或移轉程式或其中權益給其他個人或實體 (如果您授予程式中的擔保權益，則被擔保方無權使用或移轉程式)。

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) 您必須嚴格遵循所有相關的美國出口法律與法規，以及其他適用的出口與進口法律，以確保所出口的任何程式，或因此衍生的任何直接產品，不會直接或間接地違反適用法律。Uniform Computer Information Transactions Act (美國統一電腦資訊交易法案) 的軟體除外。

6) 您瞭解程式受到此限制授權的約束，並且只能搭配「軟體」使用。您不得修改程式。當使用者授權合約終止時，您必須停止使用並銷毀程式及文件的全部副本。

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。您同意指定 Oracle 做為程式相關合約之第三方受益人。除 Novell 和 Oracle 之間先前所同意的內容外，您不得要求 Oracle 履行任何義務或承擔任何責任。

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) 部分程式可能含有 Oracle 提供做為這類程式標準出貨之其中一部分的原始碼，這些原始碼受到使用者授權合約條款的規範。「軟體」文件中會載明部分 Oracle 程式所適用或必須的第三方技術，或者會另行通知。僅能與程式搭配使用的這類第三方技術，其授權是根據「軟體」文件中所載明之第三方授權合約或另行通知的條款，而非根據使用者授權合約的條款。

(2013 年 2 月)

AGFA MONOTYPE CORPORATION

END USER LICENSE AGREEMENT

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You hereby agree to the following:

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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.
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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.
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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.

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