



## 版权信息

### Creative Sound Blaster Audigy 2

本文件中的信息如有变化，恕不另行通知；本文件中的信息也不代表 Creative Technology Ltd. 的承诺。未经 Creative Technology Ltd. 的事先书面许可，任何机构或个人不得以任何形式随意复制或传播此手册内容。本文件中提到的软件已经过软件协议的许可，只有在依从许可协议的前提下才可以使用或复制。除非经过许可协议的特许，在其他任何媒体复制软件都属违法行为。许可证领受人可以将软件复制一次用作备份。

版权 © 1998-2002 by Creative Technology Ltd. 版权所有。

第 1.2 版  
2003 年 3 月

Sound Blaster 及其中文名称声霸卡和 Blaster 是注册商标，Sound Blaster Audigy 标识、Sound Blaster PCI 标识、EAX ADVANCED HD、Multi-Environment、Environment Panning、Environment Reflection、Environment Filtering、Environment Morphing、Creative Multi Speaker Surround、Inspire 和 Oozic 是 Creative Technology Ltd. 在美国和 / 或其他国家的商标。E-Mu 和 SoundFont 是 E-mu Systems, Inc. 的注册商标。Cambridge SoundWorks、MicroWorks、PCWorks 是注册商标，PCWorks FourPointSurround 是 Cambridge SoundWorks, Inc. 的商标。Microsoft、MS-DOS 和 Windows 是 Microsoft Corporation 的注册商标。在 Dolby Laboratories 授权下生产。Dolby、Pro Logic、MLP Lossless 和双 D 符号是 Dolby Laboratories 的商标。1992-1998 Dolby Laboratories. 版权所有。FireWire 标识是 Apple Computer, Inc. 的商标。THX 是 THX Ltd. 的注册商标。所有其它产品均是其各自拥有者的商标或注册商标。

本产品包括一个或多个的以下美国专利：

4,506,579; 4,699,038; 4,987,600; 5,013,105; 5,072,645; 5,111,727; 5,144,676; 5,170,369; 5,248,845; 5,298,671; 5,303,309; 5,317,104;  
5,342,990; 5,430,244; 5,524,074; 5,698,803; 5,698,807; 5,748,747; 5,763,800; 5,790,837.



## Creative 最终用户软件许可证协议

2002 年 10 月 第 2.5.3 版

**在安装本软件之前，请仔细阅读此文档。安装和使用本软件即表示您同意本协议条款的约定。如果您不同意本协议中的条款，请不要打开密封的软盘套件或安装本软件，并务必在 15 日之内，将软件、所有文档连同所附带的物品一起退回经销商，您可以获得退款。**

这是您与 Creative Technology Ltd. 及其子公司 (“Creative”) 之间达成的合法协议。此协议阐明了 Creative 提供的密封软盘套件及相关文档资料和附属项目，包括但不限于与这些程序相连的执行程序、驱动程序、程序库和数据文件 (统称为“软件”) 的条款和细则。

### 许可证

#### 1. 许可证授权

本软件在该协议条款下均属授权使用而非出售。您拥有磁盘或其它媒体，上面录有原版和修改的软件；但是，在您与 Creative (以及相关的许可证颁发者) 之间，Creative 保留对本软件的所有权，并且保留所有未明文授予您的所有权。在第一节下的许可授权带有这样的条件，即，您必须遵循并履行本协议下的所有义务。Creative 在以下的情况下授权给您使用本软件的全部或部分

- 没有出於赢利目的传播本软件；
- 本软件仅能与 Creative 家族产品一同使用；
- 不可修改本软件；
- 所有的版权声明都应包含在本软件内；并且
- e) 许可证受让人 / 最终用户同意受本协议条款的约束。

#### 2. 单一的一台计算机上的使用

您只能在一台具备单个中央处理器的计算机上使用本软件。您可以将机器可读的部分软件从一台计算机传输至另一台计算机，但是必须符合下列条件：(1) 第一台计算机删除了本软件 (包括软件的任何部分或复制软件)，(2) 本软件没有任何可能于同一时间在超过一台计算机上使用。

#### 3. 独立使用准则

您必须遵循独立使用准则使用本软件，提供的软件及功能只供亲自在装有本软件的计算机上工作的人士存取。本软件及功能不允许通过网络或通讯线路进行远程存取、也不允许传输本软件的全部或任何部分。

#### 4. 版权

本软件由 Creative 和 / 或其许可证颁发者拥有，并受美国版权法和国际协议条款保护。您不得移除任何本软件副本或随附的任何书面材料 (若有) 的版权通告。

#### 5. 制作一个备份

您可以制作一个 (1) 本软件的机器可读的备份，仅支持您在单个计算机上使用本软件，软件的备份必须包括原版软件中所有的版权和其它专权通告。

#### 6. 不允许任何合并或结合

不允许将软件的任何部分和任何其它程序合并或结合，除非得到您所处辖区的法律明文许可。如果将本软件的任何部分和任何其它软件合并或结合，都将继续受到本协议的条款和细则的约束。而且您必须复制包括在原件中合并或结合部分的所有版权和其它专权通告。

#### 7. 网络版本

如果您购买了此软件的“network”版本，本协议适用于将软件安装在一个单一的“文件服务器”上。软件不可复制到多系统中。连接于“文件服务器”上的每个“网点”也必须在其特定“网点”已获许可的情况下使用专属于它自己的“网点副本”。

#### 8. 许可证转让

在符合下列条件的情况下，您可以转让本软件的许可证：(1) 您可以转让本软件的所有部分或副本；为此，(2) 您不能保留软件的任何部分或任何副本；同时，(3) 受让人阅读并且同意接受此协议的条款和细则的约束。

#### 9. 使用、复制和修改本软件的限制

除非获得本协议的明文许可，或在您获得本软件的法律明文许可范围之内，否则不允许使用、复制或修改本软件。也不允许将本协议授予您的任何权利转授予他人。本软件仅供您个人使用，不可用于公众表演，也不可于制作面向公众的录象带。

#### 10. 反编译、反汇编或反相工程

您承认本软件包含商业机密和其它有关 Creative 和其许可证颁发者的专权信息。除非获得本协议的明文许可或在您所处辖区的法律范围之内，否则不允许对软件进行反编译、反汇编或反相工程，或从事任何其它活动以获得正常使用本软件的用户看不见的潜在信息。

尤其是，您同意不能以任何形式复制或传送本软件，或将本软件的目标码显示于任何计

算机屏幕，或制作本软件目标码书面形式的存储器信息转储。如果您需要本软件与其他程序可操作性的有关信息，您也不得反编译或反汇编本软件以获得此类信息。您同意经由下列地址向 Creative 要求此类信息。Creative 在收到这类请求后，将决定您要求获得此类信息是否合法。如果合法，Creative 将在合理的时间以合理的条件向您提供此类信息。

无论发生何种情况，您将向 Creative 通报反相工程或其它此类活动中获得的任何信息，由此产生的结果视为仅与本软件相关的 Creative 的机密信息。

#### 11. 带有 CDDB 功能的软件

本应用软件可能包含 CDDB Inc. of Berkeley California d/b/a Gracenote (“Gracenote”) 的软件。Gracenote 软件 (the “Gracenote CDDB Client”) 允许应用程序向上服务伺服器 (“Gracenote CDDB Servers”) 进行线上光谱辨别和获取与音乐有关的信息，包括名称、艺术家、曲目和标题信息 (“Gracenote Data”) 并执行其他功能。您可以通过该应用软件提供的最终用户功能来使用 Gracenote Data。

您同意只是出于自己个人非商业性的用途而使用 Gracenote Data, Gracenote CDDB Client, Gracenote CDDB Servers。您同意不向第三方分配、复制、转发或传输 Gracenote CDDB Client 或任何 Gracenote Data。除了此处明文规定许可之外，您同意不使用或利用 Gracenote Data, Gracenote CDDB Client, Gracenote CDDB Servers。

您同意如果您违反这些限制，您的 Gracenote Data, Gracenote CDDB Client, Gracenote CDDB Servers 的非排他性使用权即中止。您的使用权一旦终止，您同意停止使用任何 Gracenote Data, Gracenote CDDB Client, Gracenote CDDB Servers。Gracenote 保留 Gracenote Data, Gracenote CDDB Client, Gracenote CDDB Servers 的一切权利，包括所有权利。您同意 CDDB Inc. 在本协议下以其自身名义直接向您施行其权利。

Gracenote CDDB Client 和 Gracenote Data 的每一个项目以其原有面目授权给您。Gracenote 对来自 Gracenote CDDB Servers 的 Gracenote Data 的精确性不承担任何明示和暗示的责任或保证。Gracenote 对为了 Gracenote 认为足够的理由删除 Gracenote CDDB Servers 的资料或变更资料类别保留权利。Gracenote 不担保 Gracenote CDDB Client 或 Gracenote CDDB Servers 不出任何差错，也不担保 Gracenote CDDB Client 或 Gracenote CDDB Servers 不会中断。Gracenote 不承担向您提供将来 Gracenote 可能提供的任何新的增强功能或额外资料类型或类别的义务。

Gracenote 声明不提供任何明示和暗示的保证，包括但不限于特别的、名目和非侵犯性的适销性和适当的暗示担保。Gracenote 对您由于使用 Gracenote CDDB Client 或 Gracenote CDDB Servers 而引起的后果概不负责。在任何情况下，Gracenote 对由此而引起的任何直接或间接损失或由此而引起的利润或收入损失概不负责。

#### 许可终止

本许可证协议在终止前有效。您可以随时将软件 (包括任何部分或副本) 退回至 Creative 以终止本协议。如果您违背了本协议的任何条款和细则，本协议将自动终止。您应在出现上述情况终止协议时，立即将本软件 (包括任何部分或所有副本) 退回至 Creative。在本协议终止时，Creative 保留通过法律途径维护自身权益的权利。本协议规定的保护 Creative 的专权条款在协议终止之后继续有效。

#### 无保修

Creative 不担保本软件将满足您的需要，也不担保本软件在操作中由于蓄意码而出现的中断或差错。“蓄意码”在本段意指任何程序码，设计用来拼凑其他计算机程序或计算机数据、消费计算机资源、修改、毁坏记录、或传输数据，或以侵害计算机、计算机系统或计算机网路的其他形式，包括病毒、特洛伊马、漏失程序、蠕虫、逻辑炸弹，等等。

#### 您的责任

如果您在违反本协议的情况下传播此软件，您必须保障 Creative，捍卫它不受任何由于违反本协议或使用或传播此软件而引起或有关的索偿或诉讼的损害，包括律师费以及由此而引起的任何费用。

**Creative 不对此软件提供任何明示和默许的担保，包括但不限于特别目的，名目或不侵犯的销售合适性和适当的默许担保。Creative 对本软件不承担任何更新、升**

#### 级或技术支持的义务。

再者，Creative 对任何由 Creative 或第三方技术支持人员提供的信息精确性概不负责，对由此而引起的任何直接或间接损失、或您根据此类技术支持而采取的任何行动或遗漏概不负责。

您必须对本软件的选择以获得您想要的结果、本软件的安装、使用和从软件获得的结果负完全责任。由您承担本软件的质量和性能的全部风险。如果软件证明有缺点，也由您 (而不是 Creative，或其经销商或代理商) 承担所需的全部修复服务费用。一些国家或州 (省) 不允许排斥默许担保，所以上述限制可能对您不适用。如果本软件由第三方而不是由 Creative 定制、重新包装或作出任何形式的改变，Creative 将不承认任何保修条款。

#### 损坏和补偿限制

**无论发生何种情况，Creative 对任何间接、偶然、特别或必然的损失，或任何由于 Creative 的疏忽造成的人身伤害 (包括死亡)，或者由于本软件或本协议的使用所引起的任何商业利益损失、储蓄损失、收入损失或数据损失概不负责，即使 Creative 或其许可证颁发者收到过损失可能发生的通知。不管是否收到用户或其它任何人的索赔请求，Creative 对任何超出本软件的价格以外的损失概不负责。**

一些国家或州 (省) 不允许对间接或必然损失负责实行限制或排斥，所以上述限制或排斥可能不适用您。

#### 产品退回

如果不得将软件退回 Creative 或者 Creative 授权经销商或代理商，您必须预付运输费，并且为软件投保或承担运输中丢失或损坏的风险。

#### 美国政府限制权利

所有软件与相关文件均随限制权利提供。美国政府使用、复制或公开软件应符合技术数据和计算机软件条款权利部分的 (b) (3) (ii) 的规定，即条款：252. 227-7013。如果您在美国以外的国家或地区转让使用或使用本软件，您必须遵从自己国家的地方法规、美国出口管制法和本协议的英语版本。

#### 承包商 / 制造商

软件承包商 / 制造商：

**Creative Technology Ltd**  
31, International Business Park  
Creative Resource  
Singapore 609921

#### 通告

本协议对您、您的雇员、您的雇主、承包商和代理商、任何继任者以及受托人均具约束力。没有依据美国法律或其它相应的规定，任何软件或任何相关信息均不允许输出。本协议遵从加利福尼亚州法律 (除联邦法管辖的版权和联邦注册商标之外) 本协议完全是我们之间的协议，并且您同意 Creative 对于任何不实陈述或代表，作这些陈述或代表的代理商或任何别的人 (无论是出于无心或疏忽)，导致您签署本协议不负任何责任，除非这些不实陈述或代表的目的是为了欺诈。本协议取代任何其它谅解或协议，包括但不限于本软件广告。如果任何国家或政府机构认为本协议中的某个条款无效或不能执行，相应的条款将作出必要的修改使之有效、可以执行。本协议的其它条款则不受任何影响。

有关本协议的任何疑问，请按上述地址与 Creative 联络。如果您对有关产品或技术应用存有疑问，请与距离最近的 Creative 技术支持中心联络。

本产品可能附带能够播放受版权保护的 DVD-Audio 光盘的软件。但是如果内容保护系统已经损坏的话，软件的此项功能将失效。在此种情况下，唯一的补救措施是从 Creative 的网站上下载软件更新，如果您无法连接到 Internet，Creative 也将有偿为您更换软件。

#### MICROSOFT 软件许可证补充协议

**重要事项：**使用本补充协议中提供的 Microsoft 软件文件 (“Microsoft 软件”) 即表示您同意下列条款的约定。如果您不同意下列条款的约定，您不能使用 Microsoft 软件。

提供的 Microsoft 软件仅用于替代以上阐明并根据许可证协议原先提供的 Microsoft 软件产品 (“原产品”) 副本中的相应文件。一经安装，Microsoft 软件文件便成为原产品的一部分，受到原产品许可证协议中的条款和条件的相同约定和保修。如果您没有有效的原产品使用许可证，您就不得使用 Microsoft 软件。禁止将 Microsoft 软件用作其他用途。



从 Creative 立场看,本协议中没有任何内容可解释为提倡或准许侵犯适用于您的辖区的本地和 / 或国际法。

#### **致 Creative 用户的版权信息**

特定的 Creative 产品是用于帮助您对那些为版权所有人允许或适用法律所豁免的材料进行复制。除非您拥有版权或类似的授权,否则,您可能由于违反版权法而受到罚款或被要求其他赔偿。如果您对您的权力还不清楚,请与您的法律顾问联系。

使用 Creative 产品时您有责任确保不违反适用的版权法,因此复制某些材料可能需要事先经过版权持有者的许可。对于任何非法使用 Creative 产品的情况,Creative 不承担任何责任,并且 Creative 在任何情况下对储存于压缩过的音频文件中的数据源不负有任何责任。

您认可并且同意在实时广播(陆地、卫星、有线或其他媒体)或通过 Internet 及其他网络,如 Intranet (但是不限于其中),在付费音乐或有偿应用程序中,使用或输出 MP3 Codecs 是未经许可和 / 或未经授权的(也可参见 <http://www.iis.fhg.de/am/>)。

**\* 本协议的汉语简体版仅作翻译目的,若与下一页的英文版有任何出入之处,则以英文版为准。**



## Creative End-User Software License Agreement Version 2.5.3, October 2002

**PLEASE READ THIS DOCUMENT CAREFULLY BEFORE INSTALLING THE SOFTWARE. BY INSTALLING AND USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE. PROMPTLY RETURN, WITHIN 15 DAYS, THE SOFTWARE, ALL RELATED DOCUMENTATION AND ACCOMPANYING ITEMS TO THE PLACE OF ACQUISITION FOR A REFUND.**

This is a legal agreement between you and **Creative Technology Ltd.** and its subsidiaries ("Creative"). This Agreement states the terms and conditions upon which Creative offers to license the software sealed in the disk package together with all related documentation and accompanying items including, but not limited to, the executable programs, drivers, libraries and data files associated with such programs (collectively, the "Software").

### LICENSE

#### 1. Grant of License

The Software is licensed, not sold, to you for use only under the terms of this Agreement. You own the disk or other media on which the Software is originally or subsequently recorded or fixed; but, as between you and Creative (and, to the extent applicable, its licensors), Creative retains all title to and ownership of the Software and reserves all rights not expressly granted to you.

The license under this Section 1 is conditioned upon your compliance with all of your obligations under this Agreement. Creative grants to you the right to use all or a portion of this Software provided that

- the Software is not distributed for profit;
- the Software is used only in conjunction with Creative's family of products;
- the Software may NOT be modified;
- all copyright notices are maintained on the Software; and
- the licensee/end-user agrees to be bound by the terms of this Agreement.

#### 2. For Use on a Single Computer

The Software may be used only on a single computer by a single user at any time. You may transfer the machine-readable portion of the Software from one computer to another computer, provided that (a) the Software (including any portion or copy thereof) is erased from the first computer and (b) there is no possibility that the Software will be used on more than one computer at a time.

#### 3. Stand-Alone Basis

You may use the Software only on a stand-alone basis, such that the Software and the functions it provides are accessible only to persons who are physically present at the location of the computer on which the Software is loaded. You may not allow the Software or its functions to be accessed remotely, or transmit all or any portion of the Software through any network or communication line.

#### 4. Copyright

The Software is owned by Creative and/or its licensors and is protected by United States copyright laws and international treaty provisions. You may not remove the copyright notice from any copy of the Software or any copy of the written materials, if any, accompanying the Software.

#### 5. One Archival Copy

You may make one (1) archival copy of the machine-readable portion of the Software for backup purposes only in support of your use of the

Software on a single computer, provided that you reproduce on the copy all copyright and other proprietary rights notices included on the originals of the Software.

#### 6. No Merger or Integration

You may not merge any portion of the Software into, or integrate any portion of the Software with, any other program, except to the extent expressly permitted by the laws of the jurisdiction where you are located. Any portion of the Software merged into or integrated with another program, if any, will continue to be subject to the terms and conditions of this Agreement, and you must reproduce on the merged or integrated portion all copyright and other proprietary rights notices included in the originals of the Software.

#### 7. Network Version

If you have purchased a "network" version of the Software, this Agreement applies to the installation of the Software on a single "file server". It may not be copied onto multiple systems. Each "node" connected to the "file server" must also have its own license of a "node copy" of the Software, which becomes a license only for that specific "node".

#### 8. Transfer of License

You may transfer your license of the Software, provided that (a) you transfer all portions of the Software or copies thereof, (b) you do not retain any portion of the Software or any copy thereof, and (c) the transferee reads and agrees to be bound by the terms and conditions of this Agreement.

#### 9. Limitations on Using, Copying, and Modifying the Software

Except to the extent expressly permitted by this Agreement or by the laws of the jurisdiction where you acquired the Software, you may not use, copy or modify the Software. Nor may you sub-license any of your rights under this Agreement. You may use the Software for your personal use only, and not for public performance or for the creation of publicly displayed videotapes.

#### 10. Decompiling, Disassembling, or Reverse Engineering

You acknowledge that the Software contains trade secrets and other proprietary information of Creative and its licensors. Except to the extent expressly permitted by this Agreement or by the laws of the jurisdiction where you are located, you may not decompile, disassemble or otherwise reverse engineer the Software, or engage in any other activities to obtain underlying information that is not visible to the user in connection with normal use of the Software.

In particular, you agree not for any purpose to transmit the Software or display the Software's object code on any computer screen or to make any hardcopy memory dumps of the Software's object code. If you believe you require information related to the interoperability of the Software with other programs, you shall not decompile or disassemble the Software to obtain such information, and you agree to request such information from

Creative at the address listed below. Upon receiving such a request, Creative shall determine whether you require such information for a legitimate purpose and, if so, Creative will provide such information to you within a reasonable time and on reasonable conditions.

In any event, you will notify Creative of any information derived from reverse engineering or such other activities, and the results thereof will constitute the confidential information of Creative that may be used only in connection with the Software.

#### 11. For Software with CDDB features

This application may contain software from CDDB, Inc. of Berkeley, California d/b/a Gracenote ("Gracenote"). The software from Gracenote (the "Gracenote CDDB Client") enables the application to do online disc identification and obtain music-related information, including name, artist, track, and title information ("Gracenote Data") from online servers ("Gracenote CDDB Servers") and to perform other functions. You may use Gracenote Data only by means of the intended End User functions of the application software.

You agree that you will use Gracenote Data, the Gracenote CDDB Client, and Gracenote CDDB Servers for your own personal non-commercial use only. You agree not to assign, copy, transfer or transmit the Gracenote CDDB Client or any Gracenote Data to any third party. YOU AGREE NOT TO USE OR EXPLOIT GRACENOTE DATA, THE GRACENOTE CDDB CLIENT, OR GRACENOTE CDDB SERVERS, EXCEPT AS EXPRESSLY PERMITTED HEREIN.

You agree that your non-exclusive license to use the Gracenote Data, the Gracenote CDDB Client, and Gracenote CDDB Servers will terminate if you violate these restrictions. If your license terminates, you agree to cease any and all use of the Gracenote Data, the Gracenote CDDB Client, and Gracenote CDDB Servers. Gracenote reserves all rights in Gracenote Data, the Gracenote CDDB Client, and the Gracenote CDDB Servers, including all ownership rights. You agree that CDDB, Inc. may enforce its rights under this Agreement against you directly in its own name.

The Gracenote CDDB Client and each item of Gracenote Data are licensed to you "AS IS." Gracenote makes no representations or warranties, express or implied, regarding the accuracy of any Gracenote Data from in the Gracenote CDDB Servers. Gracenote reserves the right to delete data from the Gracenote CDDB Servers or to change data categories for any cause that Gracenote deems sufficient. No warranty is made that the Gracenote CDDB Client or Gracenote CDDB Servers are error-free or that functioning of Gracenote CDDB Client or Gracenote CDDB Servers will be uninterrupted. Gracenote is not obligated to provide you with any new enhanced or additional data types or categories that Gracenote may choose to provide in the future and is free to discontinue its online services at any time.

GRACENOTE DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED



WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Gracenote does not warrant the results that will be obtained by your use of the Gracenote CDDB Client or any Gracenote CDDB Server. IN NO CASE WILL GRACENOTE BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR LOST REVENUES.

#### TERMINATION

The license granted to you is effective until terminated. You may terminate it at any time by returning the Software (including any portions or copies thereof) to Creative. The license will also terminate automatically without any notice from Creative if you fail to comply with any term or condition of this Agreement. You agree upon such termination to return the Software (including any portions or copies thereof) to Creative. Upon termination, Creative may also enforce any rights provided by law. The provisions of this Agreement that protect the proprietary rights of Creative will continue in force after termination.

#### NO WARRANTY

Creative does not warrant that the functions contained in the Software will meet your requirements or that the operation of the Software will be uninterrupted, error-free or free from malicious code. For purposes of this paragraph, "malicious code" means any program code designed to contaminate other computer programs or computer data, consume computer resources, modify, destroy, record, or transmit data, or in some other fashion usurp the normal operation of the computer, computer system, or computer network, including viruses, Trojan horses, droppers, worms, logic bombs, and the like.

#### INDEMNIFICATION BY YOU

If you distribute the Software in violation of this Agreement, you hereby indemnify, hold harmless and defend Creative from and against any and all claims or lawsuits, including attorney's fees and costs that arise, result from or are connected with the use or distribution of the Software in violation of this Agreement.

THE SOFTWARE IS PROVIDED AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. CREATIVE IS NOT OBLIGATED TO PROVIDE ANY UPDATES, UPGRADES OR TECHNICAL SUPPORT FOR THE SOFTWARE.

Further, Creative shall not be liable for the accuracy of any information provided by Creative or third party technical support personnel, or any damages caused, either directly or indirectly, by acts taken or omissions made by you as a result of such technical support.

You assume full responsibility for the selection of the Software to achieve your intended results, and for the installation, use and results obtained from the Software. You also assume the entire risk as it applies to the quality and performance of the Software. Should the Software prove defective, you (and not Creative, or its distributors or dealers) assume the entire cost of any and

all necessary servicing, repair or correction.

Some countries/states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. Creative disclaims all warranties of any kind if the Software was customized, repackaged or altered in any way by any third party other than Creative.

#### LIMITATION OF REMEDIES AND DAMAGES

IN NO EVENT WILL CREATIVE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY PERSONAL INJURY OR BODILY INJURY (INCLUDING DEATH) TO ANY PERSONS CAUSED BY CREATIVE'S NEGLIGENCE, OR FOR ANY LOST PROFITS, LOST SAVINGS, LOSS OF USE, LOST REVENUES OR LOST DATA ARISING FROM OR RELATING TO THE SOFTWARE OR THIS AGREEMENT, EVEN IF CREATIVE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CREATIVE'S LIABILITY OR DAMAGES TO YOU OR ANY OTHER PERSON EVER EXCEED THE AMOUNT PAID BY YOU TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF THE CLAIM.

Some countries/states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### PRODUCT RETURNS

If you must ship the software to Creative or an authorized Creative distributor or dealer, you must prepay shipping and either insure the Software or assume all risk of loss or damage in transit.

#### U.S. GOVERNMENT RESTRICTED RIGHTS

All Software and related documentation are provided with restricted rights. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subdivision (b)(3)(ii) of the Rights in Technical Data and Computer Software Clause at 252.227-7013. If you are sub-licensing or using the Software outside of the United States, you will comply with the applicable local laws of your country, U.S. export control law, and the English version of this Agreement.

#### CONTRACTOR/MANUFACTURER

The Contractor/Manufacturer for the Software is:

**Creative Technology Ltd**  
31, International Business Park  
Creative Resource  
Singapore 609921

#### GENERAL

This Agreement is binding on you as well as your employees, employers, contractors and agents, and on any successors and assignees. Neither the Software nor any information derived therefrom may be exported except in accordance with the laws of the U.S. or other applicable provisions. This Agreement is governed by the laws of the State of California (except to the extent federal law governs copyrights and federally registered trademarks). This Agreement is the entire agreement between us and you agree that

Creative will not have any liability for any untrue statement or representation made by it, its agents or anyone else (whether innocently or negligently) upon which you relied upon entering this Agreement, unless such untrue statement or representation was made fraudulently. This Agreement supersedes any other understandings or agreements, including, but not limited to, advertising, with respect to the Software. If any provision of this Agreement is deemed invalid or unenforceable by any country or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions will remain in full force and effect.

For questions concerning this Agreement, please contact Creative at the address stated above. For questions on product or technical matters, contact the Creative technical support center nearest you.

This package may include software with DVD-Audio functionality for you to play content-protected DVD-Audio discs. The functionality of this Software may be lost if the content protection system is compromised. In this event, your sole remedy to restore such functionality is to download a product update from Creative's website, or if you do not have internet access, Creative will use commercially reasonable means to provide replacement software.

#### ADDENDUM TO THE MICROSOFT SOFTWARE LICENSE AGREEMENT

IMPORTANT: By using the Microsoft software files (the "Microsoft Software") provided with this Addendum, you are agreeing to be bound by the following terms. If you do not agree to be bound by these terms, you may not use the Microsoft Software.

The Microsoft Software is provided for the sole purpose of replacing the corresponding files provided with a previously licensed copy of the Microsoft software product ("ORIGINAL PRODUCT"). Upon installation, the Microsoft Software files become part of the ORIGINAL PRODUCT and are subject to the same warranty and license terms and conditions as the ORIGINAL PRODUCT. If you do not have a valid license to use the ORIGINAL PRODUCT, you may not use the Microsoft Software. Any other use of the Microsoft Software is prohibited.

Nothing in this Agreement shall be construed on the part of Creative as advocating or authorizing the infringement of local and/or international laws applicable to your jurisdiction.

#### Copyright Information for users of Creative products

Certain Creative products are designed to assist you in reproducing material for which you own the copyright or are authorized to copy by the copyright owner or by exemption in applicable law. Unless you own the copyright or have such authorization, you may be violating copyright law and may be subject to payment of damages and other remedies. If you are uncertain about your rights, you should contact your legal advisor.

It is your responsibility when using a Creative product to ensure there is no infringement of applicable laws on copyright whereby the copying of certain materials may require the prior consent of the copyright owners. Creative



disclaims any liability with regard to any illegal use of the Creative product and Creative shall in no event be liable with regard to the origin of any data stored in a compressed audio file.

You acknowledge and agree that the exportation or use of MP3 Codecs in real-time broadcasting (terrestrial, satellite, cable or other media) or broadcasting via Internet or other networks, such as but not limited to intranets etc., in pay-audio or pay-on-demand applications, is not authorised and/or licensed (see also <http://www.iis.fhg.de/amm/>).