



## 版權資訊

### Creative Sound Blaster Audigy Creative 音效軟體

本檔案中的資訊如有變化，恕不另行通知；本檔案中的資訊也不代表 Creative Technology Ltd. 的承諾。未經 Creative Technology Ltd. 的事先書面許可，任何機構或個人不得以任何形式隨意複製或傳播此手冊內容。本檔案中提到的軟體已經過軟體協議的許可，只有在依從許可協議的前提下才可以使用或複製。除非經過許可協議的特許，在其它任何媒體複製軟體都屬違法行為。許可證領受人可以將軟體複製一次用作備份。

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Sound Blaster 及其中文名稱聲霸卡和 Blaster 是註冊商標，Sound Blaster Audigy 標識、Sound Blaster PCI 標識、EAX ADVANCED HD、Multi-Environment、Environment Panning、Environment Reflections、Environment Filtering、Environment Morphing、Creative Multi Speaker Surround 和 Inspire 是 Creative Technology Ltd. 在美國和 / 或其它國家的商標。E-Mu 和 SoundFont 是 E-mu Systems, Inc. 的註冊商標。SoundWorks 是註冊商標，MicroWorks、PCWorks 和 FourPointSurround 是 Cambridge SoundWorks, Inc. 的商標。Microsoft、MS-DOS 和 Windows 是 Microsoft Corporation 的註冊商標。在 Dolby Laboratories 授權下生產。Dolby、AC-3、Pro Logic 和雙 D 符號是 Dolby Laboratories 的商標。© 1992-1997 Dolby Laboratories. 版權所有。所有其它產品均是其擁有者的商標或註冊商標。

本產品包括一個或多個的以下美國專利：

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 最終使用者軟體許可證協議

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在安裝本軟體之前，請仔細閱讀此文件。開啓和安裝本軟體即表示您同意本協議條款的約定。如果您不同意本協議中的條款，請不要打開密封的磁片套件或安裝本軟體，並務必在 15 日之內，將軟體、所有文件連同所附帶的物品一起退回經銷商，您可以獲得退款。

這是您與 Creative Technology Ltd. 及其子公司（“Creative”）之間達成的合法協議。此協議闡明 Creative 提供的密封磁片套件及相關文件資料和附屬項目，包括但不限於與這些程式相關的執行程式、驅動程式、程式庫和資料檔案（統稱為“軟體”）的條款和細則。

### 授權

#### 1. 許可證授權

本軟體在該協議條款下均屬授權使用而非出售。您擁有磁片或其它媒體，上面錄有原版和修改的軟體；但是，在您與 Creative（以及相關的許可證頒發者）之間，Creative 保留對本軟體的所有權，並且保留所有未明文授予您的所有權。在第一節下的許可授權帶有這樣的條件，即，您必須遵循並履行本協議下的所有義務。Creative 在以下的情況下授權給您使用本軟體的全部或部份

- (a) 沒有出於贏利目的傳播本軟體；
  - (b) 本軟體僅能與 Creative 家族產品一同使用；
  - (c) 不可修改本軟體；
  - (d) 所有的版權聲明都應包含在本軟體內；並且
- 許可證受人 / 最終使用者同意受本協議條款的約束。

#### 2. 一台電腦上的使用

本軟體只能在任何時間供單個使用者在單個電腦上使用。您可以將機器可讀取的部份軟體從一台電腦傳輸至另一台電腦，但是必須符合下列條件：（1）第一台電腦刪除了本軟體（包括軟體的任何部份或複製軟體），並且（2）本軟體沒有任何功能可於同一時間在超過一台電腦上使用。

#### 3. 獨立使用準則

您必須遵循獨立使用準則使用本軟體，提供的軟體及功能只供視自在裝有本軟體的電腦上工作的人士存取。本軟體及功能不允許通過網路或通訊線路進行遠端存取，也不允許傳輸本軟體的全部或任何部份。

#### 4. 版權

本軟體由 Creative 和 / 或許可證受人擁有，並受美國版權法和國際協議條款保護。您不得移除任何本軟體副本或隨附的任何書面材料（若有）的版權通告。

#### 5. 製作一個備份

您可以製作一個（1）本軟體的機器可讀取的備份，僅支援您在單個電腦上使用本軟體，軟體的備份必須包括原軟體中所有的版權和其它專權通告。

#### 6. 不允許任何合併或結合

不允許將軟體的任何部份和任何其它程式合併或結合，除非得到您所處轄區的法律明文許可。如果將本軟體的任何部份和任何其它軟體合併或結合，都將繼續受到本協議的條款和細則的約束。而且您必須複製包括在原作中合併或結合部份的所有版權和其它專權通告。

#### 7. 網路版本

如果您購買了此軟體的“網路”版本，本協議適用於將軟體安裝在一個單一的“檔案伺服器”上。軟體不可複製到多個系統中。連接於“檔案伺服器”上的每個“節點”也必須在其特定“節點”已獲許可的情況下使用專屬於它自己的“節點附件”。

#### 8. 許可證轉讓

在符合下列條件的情況下，您可以轉讓本軟體的許可證：（1）您可以轉讓本軟體的所有部份或副本；並且，（2）您不能保留軟體的任何部份或任何副本；同時，（3）受讓人閱讀並且同意接受此協議的條款和細則的約束。

#### 9. 使用、複製和修改本軟體的限制

除非獲得本協議的明文許可，或在您獲得本軟體的法律明文許可範圍之內，否則不允許使用、複製或修改本軟體。也不允許將本協議授予您的任何權利轉授予他人。本軟體僅供您個人使用，不允許用於公眾表演，也不允許用於製作面向公眾的錄影帶。

#### 10. 反編譯、反彙編或反向操作

您承認本軟體包含商業機密和其它有關 Creative 和其許可證頒發者的專權資訊。除非獲得本協議的明文許可或在您所處轄區的法律範圍之內，否則不允許反編譯、反彙編或反向操作本軟體，或從事任何其它活動以獲得正常使用本軟體的使用者看不見的潛在資訊。

尤其是，您同意不能以任何目的傳送本軟體，或將本軟體的目標碼顯示於任何電腦螢幕，或製作本軟體目標碼書面形式的記憶體資訊轉儲。如果您需要本軟體與

其它程序可操作性的有關資訊，您也不得反編譯或反彙編本軟體以獲得此類資訊。您同意經由下列地址向 Creative 要求此類資訊。Creative 在收到這類請求後，將決定您是否獲得此類資訊是否合法。如果合法，Creative 將在適當的時間內以合理的條件向您提供此類資訊。無論發生何種情況，您將向 Creative 通報從反向操作或其它此類活動中獲得的任何資訊，由此產生的結果視為僅與本軟體相關的 Creative 的機密資訊。

#### 11. 帶有 CDDB 功能的軟體

本套件包含 CDDB Inc. of Berkeley California (“CDDB”) 的軟體-CDDB 軟體 (the “CDDB Client”) 允許應用程式向線上服務伺服器 (“CDDB Servers”) 進行線上光碟辨識和獲取與音樂有關的資訊，包括名稱、藝術家、曲目和標題資訊 (“CDDB Data”) 並執行其它功能。

您同意只是出於自己個人非商業性的用途而使用 CDDB Data, CDDB Client, CDDB Servers。您同意不向第三方分配、複製、轉發或傳輸 CDDB Client 或任何 CDDB Data。除了此處明文規定許可之外，您同意不使用或利用 CDDB Data、CDDB Client、CDDB Servers。

您同意如果您違反這些限制，您的 CDDB Data、CDDB Client、CDDB Servers 的非排他性使用權即中止。您的使用權一旦終止，您同意停止使用任何 CDDB Data、CDDB Client、CDDB Servers。CDDB 保留 CDDB Data、CDDB Client、CDDB Servers 的一切權利，包括所有權利。您同意 CDDB Inc. 在本協議下以其自身名義直接向您施行其權利。

CDDB Client 和 CDDB Data 的每一個項目以其原有面目授權給您；CDDB 對來自 CDDB Servers 的 CDDB Data 的準確性不承擔任何明示和暗示的責任或保證。CDDB 對為了 CDDB 認為足夠的理由刪除 CDDB Servers 的資料或變更資料類別保留權利。CDDB 不擔保 CDDB Client 或 CDDB Servers 不出任何差錯，也不擔保 CDDB Client 或 CDDB Servers 不會中斷。CDDB 不承擔向您提供將 CDDB 可能提供的任何新的增強功能或額外資料類型或類別的義務。

CDDB 聲明不提供任何明示和暗示的保證，包括但不限於特別目的、名目和非侵權性的適銷性和適當性的暗示擔保。CDDB 對您由於使用 CDDB Client 或 CDDB Servers 而引起的後果概不負責。在任何情況下，CDDB 對由此而引起的任何直接或間接損失或由此而引起的利潤或收入損失概不負責。

#### 許可終止

本許可證協議在終止前有效。您可以隨時將軟體（包括任何部份或副本）退回至 Creative 以終止此協議。如果您違背了本協議的任何條款和細則，本協議將自動終止。您應在出現上述情況終止協議時，立即將本軟體（包括任何部份或所有副本）退回至 Creative。在本協議終止時，Creative 保留通過法律途徑維護自身權益的權利。本協議規定的保護 Creative 的專權條款在協議終止之後繼續有效。

#### 有限保修

正如在保修卡或包括在軟體內的印刷手冊闡明的那樣，Creative 只就裝配軟體的磁片實行保修。任何經銷商、代理商或其它實體或個人均無權修改此保修條款或本協議的任何其它規定。Creative 只遵從本協議中闡明的保修條款，而不受任何代表的約束。

Creative 不擔保本軟體將滿足您的需要，也不擔保本軟體在操作中由於著意碼而出現的中斷或差錯。“著意碼”在本段意指任何程式碼，設計用來拼湊其它電腦程式或電腦資料、消費電腦資源、修改、毀壞記錄，或傳輸資料，或以侵害電腦、電腦系統或電腦網絡的任何形式，包括病毒、特洛伊馬、漏失程式、蠕蟲、邏輯炸彈，等等。

#### 您的責任

如果您在違反了本協議的情況下傳播此軟體，您必須賠償 Creative，捍衛它不受任何由於違反協議而使用或傳播此軟體而引起或有關的索償或訴訟的損害，包括律師費以及由此而引起的任何費用。

**除非協議以上所述之外，Creative 不對此軟體提供任何明示和暗示的保證，包括但不限於特別目的的適銷性或適當性的暗示擔保。Creative 對本軟體不承擔任何更新、升級或技術支援的義務。**

再者，Creative 對任何由 Creative 或第三方技術支援人員提供的資訊精確性概不負責，對由此而引起的任何直接或間接損失、或您根據此類技術支援而採取的任何行動或遺漏概不負責。

您必須對本軟體的選擇以獲得您想要的結果、本軟體的安裝、使用和從軟體獲得的結果負完全責任。您必須承擔軟體品質和性能的全部風險。若軟體證明有缺點，由您（而不是 Creative，或其經銷商或代理商）承擔所需的全部修改和更正服務費用。

本保修聲明賦予您特定的法律權利。您也擁有其它權利，這些權利可能因國家或州（省）而異。一些國家或州（省）不允許排斥暗示擔保，所以上述限制可能對您不適用。如果本軟體由第三方而不是由 Creative 自定、重新包裝或作出任何形式的更動，Creative 將不承認任何保修條款。

#### 補償和損壞限制

未履行保修的唯一補償辦法在軟體保修卡或印刷手冊中得以闡明。無論發生何種情況，CREATIVE 對任何間接、偶然、特別或偶然的損失、或者由於本軟體或本協議的使用所引起的任何商業利益損失、儲蓄損失、使用損失、收入損失或資料損失概不負責，即使 CREATIVE 或其許可證頒發者收到過損失可能發生的通知。不管是否收到使用者或其它任何人的索賠請求，CREATIVE 對任何超出本軟體的價格以外的損失概不負責。

一些國家或州（省）不允許對間接或必然損失負責責任限制或排斥，所以上述限制或排斥可能不適用於您。

#### 產品退回

如果不得將軟體退回 Creative 或者 Creative 授權經銷商或代理商，您必須預付運輸費，並且為軟體投保或承擔運輸中丟失或損壞的風險。

#### 美國政府的限制權利

所有軟體與相關檔案均隨限制權利提供。美國政府使用、複製或公開軟體符合技術資料和電腦軟體條款權利部份的 (b)(3)(i) 的規定，即條款：252.227-7013。如果您在美國以外的國家或地區轉讓使用或使本軟體，您必須遵從自己國家的地方法規、美國出口管制法和本協議的英語版本。

#### 承包商 / 製造商

軟體承包商 / 製造商為：

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

#### 概況

本協議對您、您的僱員、您的僱主、承包商和代理商、任何繼任者以及受託人均具約束力。沒有依據美國法律或其它法律的規定，任何軟體或任何相關資訊均不允許輸出。本協議遵從加利福尼亞州法律（除聯邦法管轄的版權和聯邦註冊商標之外）本協議完全是我們之間的協議，並且您同意 Creative 對於任何不確實陳述或代表，作這些陳述或代表的代理商或任何別的人（無論是出於無心或疏忽），導致您簽署本協議不承擔任何責任，除非這些不確實陳述或代表的目的是為了欺詐。本協議取代任何其它諒解或協議，包括但不僅限於本軟體廣告。如果任何國家或政府機構認為本協議中的某個條款無效或不能執行，相應的條款將作出必要的修改使之有效、可以執行。本協議的其它條款則不受任何影響。

有關本協議的任何疑問，請按上述地址與 Creative 聯絡。如果您對有關產品或技術應用存有疑問，請與距離最近的 Creative 技術支援中心聯絡。

#### MICROSOFT 軟體許可證補充協議

重要事項：使用本補充協議中提供的 Microsoft 軟體檔案（“Microsoft 軟體”）即表示您同意下列條款和條件。如果您不同意下列條款和條件，您就不能使用 Microsoft 軟體。

提供的 Microsoft 軟體僅用於替代以上闡明並根據許可證協議原先提供的 Microsoft 軟體產品（“原產品”）副本中的相應檔案。一經安裝，Microsoft 軟體檔案便成為原產品的一部份，受到原產品許可證協議中的條款和條件的相同約定和保修。如果您沒有有效的原產品使用許可證，您就不能使用 Microsoft 軟體。禁止將 Microsoft 軟體用作其它用途。

本協議中沒有任何內容可以看作是 Creative 在倡導或授權侵犯適用於您在區域的當地和 / 或國際法律。

\* 本許可證協議為中文翻譯版本，若翻譯之意義與下一頁的英文原意有所抵觸時，以英文版為準。



## Creative End-User Software License Agreement Version 2.5, July 2001

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- 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.

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#### 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

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#### 6. No Merger or Integration

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