

Creative 最終使用者軟體許可證協議

2001 年 7 月 第 2.5 版

在安裝本軟體之前，請仔細閱讀此文件。閉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連的執行程式、驅動程式、程式庫和資料檔案（統稱為“軟體”）的條款和細則。

1. 許可證授權

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

本軟體的任何部份和任何其他程式合併或結合，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他軟體合併或結合，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件中合併或結合同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，本協議實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”軟件。

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；為此，(2) 您不能保留軟體的任何部份或任何副本；同時，(3) 您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，否則不允許您使用、複製或修改本軟體。也不允許將本軟體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片。

10. 反編譯、反反編碼或反向操作

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、反反編碼或反向操作本軟體，或更改任何其他其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反編碼本軟體以獲得此類資訊。您同意將由下列地址向 Creative 要求此類資訊。Creative 在收到這類請求時，將決定您要求獲得此類資訊是否合法。如果合法，Creative 將在適當的時期內以合理的條件向您提供此類資訊。

無論發生何種情況，您均將 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 (“CDDB Client”) 允許應用程式向線上服務伺服器 (“CDDB Servers”) 進行線上光碟辨識讀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 的軟體性不承擔任何明示和暗示的責任或保證。CDDB 對為了 CDDB 認爲是足夠的理由刪除 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 不承擔向您提供將來 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、名目和非侵犯性的適銷性和適宜性的暗示擔保。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。

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其自身權益的權利。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

本軟體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蓄意碼而出現的中斷或停頓。“蓄意碼”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、電腦系統或電腦網路的其它形式，包括病毒、特洛伊馬、漏失程式、蠕蟲、邏輯炸彈，等等。

本軟體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蓄意碼而出現的中斷或停頓。“蓄意碼”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、電腦系統或電腦網路的其它形式，包括病毒、特洛伊馬、漏失程式、蠕蟲、邏輯炸彈，等等。

您的責任

如果您違反了本協議的情況下傳播此軟體，您必須保障 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聯的索償或訴訟的損害，包括律師費以及因此而引起的任何費用。

本協議以上所述之外，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宜性的暗示擔保。Creative 對本軟體不承擔任何更新、昇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意想不到的結果、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）不允許排斥暗示性保證，所以這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改，Creative 將不承認任何保修條款。

補償和損壞限制

不履行保險的唯一的補償辦法在軟體保修卡或印刷手冊中得到闡明。無論發生何種情況，CREATIVE 對任何間接、偶然、特別或必然的損失，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

如果不得不將軟體退回 Creative 或 Creative 授權經銷商或代理商，您必須預付運輸費，並且負責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

所有軟體與相關產品均隨限制權利提供。美國政府使用、複製或公開軟體應符合技術資料和電腦軟體條款和部份的 (b)(3)(ii) 的規定，即條款：252.227-7013。如果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規章。美國出口管制法和本協議的英語版本。

承包商 / 製造商：

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

概況

本協議對您、您的雇員、您的雇主、承包商和代理商、任何繼任者以及受托人均具約束力。沒有依據美國法律或其它相應的規定，任何軟體或任何相關資訊均不允許輸出。本協議從從加利福尼亞州法律（除聯邦法官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人的（人）無論是出於疏忽或疏忽，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。本協議承認任何其已瞭解或協議，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或修改有效、可執行的。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在疑問，請與距離最近的 Creative 技術支援中心聯絡。

MICROSOFT 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約定。如果您不同意下列條款約定，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。一般安裝、Microsoft 軟體檔案或 Microsoft 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。

本協議中其它內容內容可以看作是 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，若翻譯之文意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

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

- (a) the Software is not distributed for profit;
- (b) the Software is used only in conjunction with Creative's family of products;
- (c) the Software may NOT be modified;
- (d) all copyright notices are maintained on the Software; and
- (e) 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 licensees 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 package includes applications which may contain software from CDDB, Inc. of Berkeley California ("CDDB"). The software from CDDB (the "CDDB Client") enables the application to do online disc identification and obtain music-related information, including name, artist, track and title information ("CDDB Data") from online servers ("CDDB Servers") and to perform other functions.

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

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