

# End-User License Agreement (EULA)

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**Termination.**

Transcend may, in addition to any other remedies available to Transcend, terminate this Agreement immediately if Customer breaches any of its obligations under this Agreement.

**Miscellaneous.**

(a) This Agreement constitutes the entire agreement between Transcend and Customer concerning the subject matter hereof, and it may only be modified by a written amendment signed by an authorized executive of Transcend. (b) Except to the extent applicable law, if any, provides otherwise, this Agreement will be governed by the law of the Republic of China, excluding its conflict of law provisions. (c) If any part of this Agreement is held invalid or unenforceable, and the remaining portions will remain in full force and effect. (d) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. (e) Transcend may assign its rights under this Agreement without condition. (f) This Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

# 使用者授權合約(EULA)

## 軟體授權條款

### 一般規定

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### 有限軟體授權

創見授予用戶非專屬、不可移轉、不可散布、不可讓與以及不可再授權之個人權利,用戶得依本合約安裝及使用授權軟體。

### 智慧財產權

於創見與用戶之間,授權軟體之版權及所有其他智慧財產權,均為創見或其授權人之財產。創見保留本合約未明示授予之一切權利。

### 授權限制

用戶不得或授權或允許任何第三方:(a)將授權軟體用於與產品無關之用途;(b)授權、散佈、出租、租用、移轉、讓與或出售授權軟體,或在任何商業或服務環境中使用授權軟體;(c)進行還原工程、解譯,或嘗試擷取原始碼或與授權軟體相關的任何營業祕密,除非(且只限於)此類活動為相關法律所明確允許而不受此限制;(d)改寫、修改、變更、翻譯或製作授權軟體之任何衍生產品;(e)移除、變更或遮蔽本產品上的任何版權聲明或其他所有權聲明;或(f)規避或試圖規避創見為控制存取產品或授權軟體之元件、特色或功能所採取的任何方法或措施。

### 複製

用戶不得複製授權軟體,但為自行備份之需,得複製授權軟體之任何獨立軟體元件,惟複製以一件為限。

### 開放原始碼軟體

授權軟體可能包含依以下授權條款授權予創見之開放原始碼元件(以下稱「開放原始碼元件」):

- GNU General Public License (GPL);
- GNU Lesser General Public License (LGPL);
- Apache License;
- MIT License;
- Berkeley Standard Distribution (BSD); 及/或
- Code Project Open License (CPOL)。

授權軟體使用前述開放原始碼元件的具體狀況,以及各該開放原始碼元件的授權條款(以下稱「開放原始碼授權條款」),請參見 <http://tw.transcend-info.com/Legal/?no=10>。若用戶因使用以上開放原始碼所需而使本合約與一或多個開放原始碼授權條款產生衝突時,該開放原始碼授權條款

將優先適用，且於此情形下，用戶同意就該開放原始碼元件及/或授權軟體之使用受該開放原始碼授權條款所規範。

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#### **終止**

用戶如違反本合約賦予之任何義務，創見除採取其他救濟措施外，得立即終止本合約。

#### **其他規定**

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