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## License Agreement

Lizenzvertrag

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**Specific country licenses • Landesspezifische Lizenz • Licenses spécifiques au pays**  
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NP-0301-GE-02

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**11. Verschiedenes.** Diese Vereinbarung unterliegt deutschem Recht. Diese Vereinbarung unterliegt deutschem Recht. Die Anwendung des einheitlichen UN-Kaufrechts wird ausdrücklich ausgeschlossen. Diese Vereinbarung regelt alle Rechte für den Benutzer der Software und stellt die gesamte Vereinbarung zwischen den Vertragspartnern dar. Während Ihrer normalen Geschäftszeiten und nach schriftlicher Vorankündigung hat Network Associates das Recht, Ihnen einen Besuch abzustatten. Bei dieser Gelegenheit werden sie Network Associates oder ihren Vertretern etwaige Unterlagen im Hinblick auf die Software vorlegen. Die Kosten einer solchen erbetenen Überprüfung werden allein von Network Associates getragen, es sei denn eine solche Prüfung ergibt eine fehlende Zahlung oder einen ausstehenden Betrag zugunsten von Network Associates von mehr als fünf Prozentpunkten (5%) der anfänglichen Lizenzgebühr für die Software. Falls sich durch die Prüfung herausstellt, dass Sie die Software in unerlaubter Weise nutzen, sind Sie verpflichtet, die Kosten der Prüfung zu erstatten. Diese Vereinbarung setzt alle weiteren Vereinbarungen hinsichtlich der Software und der Dokumentation außer Kraft. Die Vereinbarung kann nur in Form eines schriftlichen Nachtrags durch einen entsprechend bevollmächtigten Vertreter von Network Associates geändert werden. Die Parteien bestätigen, daß diese Vereinbarung auf gemeinsamen Wunsch in deutscher Sprache aufgesetzt wurde.

**12. NETWORK ASSOCIATES-KUNDENDIENST:** Wenn Sie Fragen zu diesen Bestimmungen und Bedingungen haben oder aus einem anderen Grunde Kontakt mit Network Associates aufnehmen möchten, rufen Sie bitte unter der Nummer 00800- 122- 55- 624 oder +31 20 586 61 00, oder schreiben Sie an: Network Associates Deutschland GmbH, Ohmstraße 1, D- 85716 Unterschleißheim, Deutschland. Sie können uns auch auf unserer Website unter "<http://www.nai.com>" besuchen. Dieser Lizenzvertrag gilt außerhalb der USA und ihrer Gebiete.

N2-0301-GE-02

A L'ATTENTION DE TOUTS LES UTILISATEURS : VEUILLEZ LIRE ATTENTIVEMENT LES DISPOSITIONS CONTRACTUELLES SUIVANTES (« L'ACCORD »), CONCERNANT LA LICENCE CONCEDEE PAR NETWORK ASSOCIATES S. A. (« NETWORK ASSOCIATES S. A. ») POUR LE LOGICIEL SPECIFIE (« LOGICIEL ») DEVELOPPE PAR NETWORK ASSOCIATES, INC. (« NETWORK ASSOCIATES »). EN CLIQUANT SUR LE BOUTON D'ACCEPTATION OU EN INSTALLANT LE LOGICIEL, VOUS (EN TANT QU'INDIVIDU OU ENTITE) CONSENTEZ A ETRE LIE PAR CET ACCORD ET EN DEVENEZ PARTIE PRENANTE. SI VOUS N'ACCEPTEZ PAS TOUS LES TERMES DE CET ACCORD, CLIQUEZ SUR LE BOUTON INDICANT QUE VOUS N'ACCEPTEZ PAS LES TERMES DE L'ACCORD ET N'INSTALLEZ PAS LE LOGICIEL. (LE CAS ECHEANT, VOUS POUVEZ RETOURNER LE PRODUIT A NETWORK ASSOCIATES S. A. AFIN D'EN OBTENIR LE REMBOURSEMENT.)

**1. Octroi de licence.** Sous réserve du paiement des droits de licence applicables, et sous réserve des conditions définies dans cet Accord, Network Associates S. A. vous accorde par le présent contrat un droit incessible et non exclusif d'utiliser une copie de la version spécifiée du Logiciel et la documentation qui l'accompagne (la « Documentation »). Vous pouvez installer une copie du Logiciel sur un ordinateur, une station de travail, un assistant numérique personnel, un système d'appel, un « téléphone intelligent » ou tout autre dispositif électronique pour lequel le Logiciel a été conçu (« Dispositif Client »). Si le Logiciel est fourni sous licence dans le cadre d'une suite ou d'un groupe de programmes comprenant plusieurs produits Logiciels, cette licence s'applique à tous les produits Logiciels spécifiés, sous réserve de toutes restrictions ou conditions d'utilisation spécifiées dans le barème de prix applicable ou sur l'emballage du produit s'appliquant à ces produits Logiciels individuellement.

**a. Utilisation.** Le Logiciel est cédé sous licence en tant que produit unique ; il ne peut pas être utilisé sur plusieurs Dispositifs Client ni par plusieurs utilisateurs à la fois, sauf comme stipulé dans cette section 1. Le Logiciel est considéré comme étant « utilisé » sur un Dispositif Client lorsqu'il est chargé en mémoire temporaire (mémoire RAM ou vive) ou installé sur la mémoire permanente (par exemple, disque dur, CD-ROM ou tout autre périphérique de stockage) de ce Dispositif Client. Cette licence vous autorise à effectuer une copie du Logiciel exclusivement à des fins de sauvegarde ou d'archivage, à condition que la copie réalisée contienne toutes les revendications de propriété du Logiciel.

**b. Mode Serveur.** Vous ne pouvez utiliser le Logiciel sur un Dispositif Client comme serveur (« Serveur ») dans un environnement multi-utilisateurs ou de réseau (« Mode Serveur ») que si une telle utilisation est autorisée en vertu du barème de prix applicable ou de l'emballage du Logiciel. Une licence distincte est requise pour chaque Dispositif Client ou « poste » pouvant se connecter au Serveur à tout moment, que ces Dispositifs Client ou postes sous licence soient ou non connectés simultanément, qu'ils accèdent au Logiciel et qu'ils l'utilisent ou pas. L'utilisation de logiciels ou de matériel réduisant le nombre de Dispositifs Client ou postes accédant directement au Logiciel ou l'utilisant (par exemple, logiciel ou matériel de « multiplexage » ou de « regroupement ») ne réduit pas le nombre de licences requis (le nombre de licences requis est égal au nombre d'entrées initiales distinctes dans le logiciel ou le matériel de multiplexage ou de regroupement). Si le nombre de Dispositifs Client ou de postes pouvant se connecter au Logiciel est susceptible de dépasser le nombre de licences obtenues, vous devez disposer d'un mécanisme adapté garantissant que votre utilisation du Logiciel ne dépasse pas les limites spécifiées pour la licence obtenue. Cette licence vous autorise à effectuer ou à télécharger une copie de la Documentation pour chaque Dispositif Client ou poste sous licence, à condition que ces copies contiennent toutes les revendications de propriété figurant dans la Documentation.

**c. Licences de volume.** Si le Logiciel fait l'objet d'une licence de volume, ainsi que cela est indiqué dans la facture concernée ou sur l'emballage du Logiciel, vous pouvez réaliser, utiliser et installer autant de copies supplémentaires du Logiciel sur des Dispositifs Client qu'il est permis conformément aux dispositions applicables. Vous devez disposer d'un mécanisme adapté garantissant que le nombre de Dispositifs Client sur lequel le Logiciel a été installé ne dépasse pas le nombre de licences obtenues. Cette licence vous autorise à effectuer ou à télécharger une copie de la Documentation pour chaque copie supplémentaire autorisée par la licence de volume, à condition que ces copies contiennent toutes les revendications de propriété figurant dans la Documentation.

**2. Durée.** Cet Accord restera en vigueur jusqu'à ce qu'il y soit mis fin conformément aux dispositions des présentes. Cet Accord cesse automatiquement si vous ne vous conformez pas aux limitations ou autres exigences qui y sont décrites. A la rupture ou à l'expiration de cet Accord, vous devez détruire toutes les copies du Logiciel et de la Documentation. Vous pouvez par ailleurs mettre fin à cet Accord à tout moment en détruisant toutes les copies du Logiciel et de la Documentation.

**3. Mises à jour.** La présente licence concerne exclusivement la version du Logiciel fournie par Network Associates et ne vous confère aucun droit sur les versions suivantes du Logiciel, ses mises à jours, modifications ou révisions, à moins qu'un contrat distinct de maintenance n'ait été conclu. Dans ce cas, pendant la durée spécifiée dans le barème de prix applicable au Logiciel, vous pouvez télécharger les révisions ou les mises à jour du Logiciel publiées par Network Associates via son serveur télématique, son site Web ou d'autres services en ligne. Après la durée spécifiée, vous n'avez plus le droit de recevoir des révisions ou mises à jour sans acheter une nouvelle licence du Logiciel.

**4. Droits de propriété.** Le Logiciel est protégé par les lois sur le droit d'auteur et le copyright, et par certains articles de traités internationaux. Network Associates et ses fournisseurs détiennent et conservent tout droit, titre et intérêt lié au Logiciel, y compris tous les droits d'auteur, brevets, droits de secret commercial, marques et autres droits de propriété intellectuelle s'y rattachant. La possession, l'installation ou l'utilisation du Logiciel ne vous transfère aucun titre de propriété intellectuelle sur le Logiciel et vous n'acquerez aucun droit sur le Logiciel, sauf stipulations expresses dans cet Accord. Toutes les copies du Logiciel et de la Documentation réalisées dans le cadre de ce contrat doivent contenir les mêmes revendications de propriété que ceux apparaissant dans le Logiciel et la Documentation.

**5. Restrictions.** Vous ne pouvez pas vendre, donner en crédit-bail, concéder de licence, louer, prêter, ni transférer d'une manière quelconque, à titre gratuit ou onéreux, le Logiciel. Vous ne pouvez pas divulguer à un tiers les résultats de tests comparatifs que vous avez effectués sur le Logiciel, sans l'accord préalable écrit de Network Associates. Le Client s'engage à interdire à tout tiers (à l'exception de tiers soumis, en vertu d'un contrat, à une obligation de confidentialité qui soit au moins aussi restrictive que la présente obligation de confidentialité) d'utiliser le Logiciel sous quelque forme que ce soit, et le Client s'engage à mettre en œuvre les moyens raisonnables pour prévenir tout utilisation non-autorisée du Logiciel. Vous ne pouvez pas autoriser des tiers à bénéficier de l'utilisation ou des fonctions du Logiciel via un bureau en temps partagé, un bureau de service ou tout autre arrangement, excepté dans la limite où cette utilisation est prévue dans le barème de prix applicable ou sur l'emballage du Logiciel. Vous ne pouvez transférer aucun des droits qui vous sont accordés dans le cadre de cet Accord. Vous ne pouvez pas effectuer de l'ingénierie inverse, décompiler, ni désassembler le Logiciel, sauf si la restriction qui précède est expressément interdite par la loi en vigueur. Vous ne pouvez pas modifier le Logiciel en totalité ou

partiellement, ni créer d'œuvres dérivées. Vous ne pouvez pas copier le Logiciel ni la Documentation sauf dans les conditions expresses visées à la section 1. Vous ne pouvez pas supprimer les revendications ou libellés relatifs à la propriété du Logiciel. Tous les droits non expressément stipulés dans ce contrat sont réservés par Network Associates. Sous réserve de respecter un préavis écrit, Network Associates S. A. se réserve le droit de mener périodiquement des audits afin de vérifier la bonne application des termes de cet Accord.

## **6. Garantie et exclusion.**

**a. Garantie limitée.** Network Associates S. A. garantit que pendant soixante (60) jours à compter de la date d'achat d'origine, les supports (tels que les disquettes) sur lesquels le Logiciel est enregistré seront exempts de défauts matériels et de fabrication.

**b. Recours du client.** La seule responsabilité de Network Associates S. A. et de ses distributeurs, et votre recours exclusif, en cas de manquement à la garantie précitée seront, à la discrétion de Network Associates S. A., (i) le remboursement du prix réglé pour la licence, le cas échéant, ou (ii) le remplacement des supports défectueux sur lesquels le Logiciel est enregistré. Vous devez renvoyer les supports défectueux à Network Associates S. A. à vos frais avec une copie de votre reçu. Cette garantie limitée n'est pas applicable si le défaut résulte d'un accident, d'un abus ou d'une mauvaise application. Tout support de remplacement sera garanti pour le restant de la période de garantie d'origine.

**c. Exclusion de garantie.** Excepté pour la garantie limitée stipulée dans ce document, LE LOGICIEL EST FOURNI « EN LETAT ». DANS TOUTE LA MESURE AUTORISEE PAR LA LOI APPLICABLE, NETWORK ASSOCIATES S. A. EXCLUT TOUTES GARANTIES, EXPRESSES OU IMPLICITES, Y COMPRIS, NOTAMMENT, LES GARANTIES IMPLICITES DE QUALITE MARCHANDE, DE CONVENANCE A UN USAGE PARTICULIER ET D'EVICITION, CONCERNANT LE LOGICIEL ET LA DOCUMENTATION QUI L'ACCOMPAGNE. VOUS ASSUMEZ LA RESPONSABILITE DU CHOIX DU LOGICIEL POUR ATTEINDRE LES RESULTATS ESCOMPTES, AINSI QUE DE L'INSTALLATION, DE L'UTILISATION ET DES RESULTATS OBTENUS A PARTIR DU LOGICIEL. SANS LIMITER LES DISPOSITIONS PRECEDENTES, NETWORK ASSOCIATES S. A. N'OFFRE AUCUNE GARANTIE QUE LE LOGICIEL SERA EXEMPT D'ERREUR NI D'INTERRUPTIONS OU AUTRES DEFAILLANCES, OU QU'IL REPONDR A VOS EXIGENCES. CERTAINS ETATS ET JURIDICTIONS N'AUTORISENT PAS LES LIMITATIONS DE GARANTIES IMPLICITES, DE SORTE QUE LA LIMITATION CI-DESSUS PEUT NE PAS S'APPLIQUER A VOUS. Les clauses qui précèdent seront exécutoires dans la limite maximale autorisée par la loi en vigueur.

**7. Limitation de responsabilité.** EN AUCUNE CIRCONSTANCE ET SOUS AUCUNE THEORIE JURIDIQUE, QU'IL S'AGISSE DE RESPONSABILITE CIVILE, CONTRACTUELLE OU AUTRE, NETWORK ASSOCIATES S. A. OU SES DISTRIBUTEURS N'ENCOURRONT UNE QUELCONQUE RESPONSABILITE ENVERS VOUS OU TOUTE AUTRE PERSONNE, A RAISON DES DOMMAGES INDIRECTES, SPECIAUX, ACCESSOIRES OU CONSECUTIFS DE TOUTE NATURE, Y COMPRIS NOTAMMENT, LES DOMMAGES LIES A TOUTE PERTE DE CLIENTELE, A DES ARRETS DE TRAVAIL, A UNE DEFAILLANCE OU A UN MAUVAIS FONCTIONNEMENT INFORMATIQUE, OU TOUT AUTRE DOMMAGE OU PERTE COMPARABLE OU DE MEME NATURE. EN AUCUN CAS LA RESPONSABILITE DE NETWORK ASSOCIATES S. A. A RAISON D'UN PREJUDICE REPARABLE QUELCONQUE NE POURRA EXCÉDER LE MONTANT FIGURANT AU BAREME DE PRIX POUR LA LICENCE DU LOGICIEL. CETTE LIMITATION DE RESPONSABILITE NE S'APPLIQUE PAS EN CAS DE DECES OU DE DOMMAGES CORPORELS DANS LA MESURE OU LA LOI APPLICABLE INTERDIT UNE TELLE LIMITATION. DE PLUS, CERTAINS ETATS ET JURIDICTIONS N'AUTORISENT PAS L'EXCLUSION OU LA LIMITATION DES DOMMAGES ACCESSOIRES OU CONSECUTIFS, DE SORTE QUE CES LIMITATIONS ET EXCLUSIONS PEUVENT NE PAS S'APPLIQUER A VOUS. Les clauses qui précèdent seront exécutoires dans la limite maximale autorisée par la loi applicable.

**8. Gouvernement des Etats- Unis.** Le Logiciel et la Documentation qui l'accompagne sont considérés respectivement comme « logiciel commercial » et « documentation du logiciel commercial », conformément aux sections DFAR 227.7202 et FAR 12.212 applicables. Toute utilisation, modification, reproduction, mise en circulation, exécution, présentation ou divulgation du Logiciel et de la Documentation qui l'accompagne par le Gouvernement des Etats- Unis est régie exclusivement par les termes de cet Accord et est interdite en dehors de la limite expressément autorisée par les termes du présent Accord.

**9. Contrôles des exportations.** Vous avez été informé du fait que le Logiciel est soumis aux réglementations américaines en matière d'exportation (« U.S. Export Administration Regulations »). Vous vous engagez à ne pas exporter, importer ou transférer, directement ou indirectement, le Logiciel, et Vous vous engagez à ne pas induire, autoriser ni faciliter un tel comportement d'un tiers, notamment d'un agent d'une administration, contrairement aux lois applicables (américaines ou autres). Vous déclarez que ni le Bureaux Américains des exportations (« United States Bureau of Export Administration ») ni aucune autre administration fédérale n'a suspendu ou révoqué Vos droits relatifs à l'exportation. Vous vous engagez à ne pas utiliser ou transférer le Logiciel afin qu'il soit utilisé dans le cadre d'armes nucléaires, chimiques ou biologiques, ou de technologies relatives à des missiles, à moins d'une autorisation émanant du gouvernement U.S. ou en vertu d'une licence spécifique. En outre, Vous reconnaissez que le Logiciel est soumis aux réglementations de l'Union Européenne en matière d'exportation et Vous vous engagez à ce que le Logiciel soit exclusivement utilisé à des fins civiles, et non militaires. Les parties s'engagent à coopérer dans le cadre de toute procédure d'obtention de licence ou autorisation, cependant, Vous reconnaissez que la responsabilité de respecter toutes lois relatives à l'exportation ou à l'importation vous incombe, et que Network Associates n'encoure plus aucune responsabilité à ce sujet, à compter de la concession initiale de la licence à votre profit dans le pays où cette licence est intervenue.

**10. Activités à hauts risques.** Le Logiciel n'est pas exempt de défaillances et n'est pas conçu ni prévu pour être utilisé dans des environnements à risques nécessitant des performances à sécurité intégrée, y compris et sans s'y limiter dans l'exploitation d'installations nucléaires, la navigation ou les systèmes de communication aériens, le contrôle du trafic aérien, les systèmes d'armement, les machines d'assistance respiratoire directe, ou toute autre application pour laquelle la défaillance du Logiciel pourrait entraîner directement la mort, des dommages corporels, ou des dommages physiques ou matériels graves (désignés collectivement comme « Activités à hauts risques »). Network Associates S. A. exclut toute garantie expresse ou implicite d'adaptation à des Activités à hauts risques.

**11. Divers.** Cet Accord est régi par la loi française, à l'exclusion des principes de conflit de lois. L'application de la Convention des Nations Unies sur les contrats pour la vente internationale de biens est expressément exclue. Cet Accord stipule tous les droits de l'utilisateur du Logiciel et constitue l'intégralité de l'accord entre les parties. Network Associates se réserve le droit de procéder périodiquement à un audit afin de vérifier que Vous utilisez le Logiciel conformément au présent contrat. Pendant Vos horaires d'ouverture, Network Associates pourra inspecter Vos locaux, et Vous vous engagez à mettre à la disposition de Network Associates ou de ses

représentants, tout registre relatif au Logiciel. Les frais d'audit seront supportés par Network Associates, à moins qu'un tel audit ne révèle un décalage entre ce que Vous avez payé et ce que Vous auriez dû payer à Network Associates, si cet écart est supérieur ou égal à cinq pour cent (5%) de la redevance de licence initiale du Logiciel, ou qu'un tel audit révèle que vous utilisez le Logiciel d'une manière non-autorisée, auxquels cas, Vous serez responsable du paiement des frais de cet audit. Il remplace toute autre communication concernant le Logiciel et la Documentation. Le présent contrat ne peut être modifié que par un avenant écrit, émanant d'un représentant dûment autorisé de Network Associates S. A. . Aucune de ses clauses ne pourra être considérée comme abandonnée à moins que cette renonciation ne soit écrite et signée par Network Associates S. A. ou un représentant dûment autorisé de Network Associates S. A. . Si une ou plusieurs dispositions du présent Accord sont déclarées nulles, les autres dispositions conserveront leur plein effet. Les parties confirment qu'il est de leur souhait que cet Accord soit rédigé uniquement en langue française.

**12. SERVICE CLIENTELE DU DISTRIBUTEUR.** Si vous avez des questions concernant ces termes et conditions, ou si vous souhaitez contacter Network Associates S. A. pour toute autre raison, appelez le 00800- 122- 55- 624 ou +31 20 586 61 00, ou écrivez à: Network Associates S. A., 50 rue de Londres, 75008 Paris, France. Site web à l'adresse électronique [http:// www.nai.com](http://www.nai.com).

NP-0301-FR-02

A L'ATTENTION DE TOUS LES UTILISATEURS : VEUILLEZ LIRE ATTENTIVEMENT LES DISPOSITIONS CONTRACTUELLES SUIVANTES (« L'ACCORD »), CONCERNANT LA LICENCE DU LOGICIEL SPECIFIQUE (LE « LOGICIEL ») CONCEDEE PAR NETWORK ASSOCIATES, S.A. («NETWORK ASSOCIATES») ET DEVELOPPE PAR NETWORK ASSOCIATES, Inc. EN CLIQUANT SUR LE BOUTON D'ACCEPTATION OU EN INSTALLANT LE LOGICIEL, VOUS (EN TANT QU'INDIVIDU OU ENTITE) ACCEPTEZ D'ETRE LIE PAR CET ACCORD. SI VOUS N'ACCEPTEZ PAS TOUS LES TERMES DE CET ACCORD, CLIQUEZ SUR LE BOUTON INDIQUANT QUE VOUS N'ACCEPTEZ PAS LES TERMES DE L'ACCORD ET N'INSTALLEZ PAS LE LOGICIEL. (LE CAS ECHEANT, VOUS POUVEZ RETOURNER LE PRODUIT AUPRES DE VOTRE DISTRIBUTEUR AFIN D'EN OBTENIR LE REMBOURSEMENT.)

**1. Octroi de licence.** Sous réserve du paiement des redevances de licence applicables, et sous réserve des conditions définies dans cet Accord, Network Associates vous accorde par le présent contrat un droit non exclusif et non transférables d'utiliser une copie de la version spécifiée du Logiciel et la documentation qui l'accompagne (la « Documentation »). Vous pouvez installer une copie du Logiciel sur un ordinateur, une station de travail, un assistant numérique personnel, un système d'appel (pager), un « téléphone intelligent » (« smart phone ») ou tout autre dispositif électronique pour lequel le Logiciel a été conçu (« Dispositif Client »). Si le Logiciel est fourni sous licence dans le cadre d'une suite ou d'un groupe de programmes comprenant plusieurs produits Logiciels, cette licence s'applique à tous les produits Logiciels spécifiés, sous réserve de toutes restrictions ou conditions d'utilisation spécifiées dans le barème de prix applicable ou sur l'emballage du produit, s'appliquant à ces produits Logiciels individuellement.

**a. Utilisation.** Le Logiciel est concédé sous licence en tant que produit unique ; il ne peut pas être utilisé sur plusieurs Dispositifs Client ni par plusieurs utilisateurs à la fois, sauf comme stipulé dans le présent Article 1. Le Logiciel est considéré comme étant « utilisé » sur un Dispositif Client lorsqu'il est chargé en mémoire temporaire (mémoire RAM ou vive) ou installé sur la mémoire permanente (par exemple, disque dur, CD- ROM ou tout autre périphérique de stockage) de ce Dispositif Client. Cette licence vous autorise à effectuer une copie du Logiciel exclusivement à des fins de sauvegarde ou d'archivage, à condition que la copie réalisée contienne toutes les mentions relatives à la propriété du Logiciel.

**b. Utilisation en mode serveur.** Vous ne pouvez utiliser le Logiciel sur un Dispositif Client comme serveur (« Serveur ») dans un environnement multi- utilisateurs ou de réseau (« Mode Serveur ») que si une telle utilisation est autorisée en vertu du barème de prix applicable ou de l'emballage du Logiciel. Une licence distincte est requise pour chaque Dispositif Client ou « poste » pouvant se connecter au Serveur à tout moment, que ces Dispositifs Client ou postes sous licence soient ou non connectés simultanément et qu'ils accèdent au Logiciel ou l'utilisent effectivement ou non. L'utilisation de logiciels ou de matériel réduisant le nombre de Dispositifs Client ou postes accédant directement au Logiciel ou l'utilisant (par exemple, logiciel ou matériel de « multiplexage » ou de « regroupement ») ne réduit pas le nombre de licences requis (le nombre de licences requis est égal au nombre d'entrées initiales distinctes dans le logiciel ou le matériel de multiplexage ou de regroupement). Si le nombre de Dispositifs Client ou de postes pouvant se connecter au Logiciel est susceptible de dépasser le nombre de licences obtenues, vous devez disposer d'un mécanisme adapté garantissant que votre utilisation du Logiciel ne dépasse pas les limites spécifiées pour la licence obtenue. Cette licence vous autorise à effectuer ou à télécharger une copie de la Documentation pour chaque Dispositif Client ou poste sous licence, à condition que ces copies contiennent toutes les mentions relatives à la propriété figurant dans la Documentation.

**c. Utilisation selon le volume.** Si le Logiciel fait l'objet d'une licence de volume, ainsi que cela est indiqué dans la facture concernée ou sur l'emballage du Logiciel, vous pouvez réaliser, utiliser et installer autant de copies supplémentaires du Logiciel sur des Dispositifs Client qu'il est permis conformément aux dispositions applicables. Vous devez disposer d'un mécanisme adapté garantissant que le nombre de Dispositifs Client sur lequel le Logiciel a été installé ne dépasse pas le nombre de licences obtenues. Cette licence vous autorise à effectuer ou à télécharger une copie de la Documentation pour chaque copie supplémentaire autorisée par la licence de volume, à condition que ces copies contiennent toutes les mentions relatives à la propriété figurant dans la Documentation.

**2. Durée.** La licence est concédée pour une durée de un (1) an à moins qu'il n'y soit mis fin avant, conformément aux dispositions des présentes. Cet Accord sera automatiquement résilié de plein droit si vous ne vous conformez pas aux limitations ou autres exigences qui y sont décrites. A la rupture ou à l'expiration de cet Accord, vous devez détruire toutes les copies du Logiciel et de la Documentation.

**3. Mises à jour.** Pendant la durée du présent Accord, la présente licence concerne exclusivement la version du Logiciel fournie par Network Associates et ne vous confère aucun droit sur les versions suivantes du Logiciel, ses mises à jours, modifications ou révisions, à moins qu'un contrat distinct de maintenance n'ait été conclu. Dans ce cas, pendant la durée spécifiée dans le barème de prix applicable au Logiciel, vous pouvez télécharger les révisions ou les mises à jour du Logiciel publiées par Network Associates via son serveur télématique, son site Web ou d'autres services en ligne. Après la durée spécifiée, vous n'avez plus le droit de recevoir des révisions ou mises à jour sans acheter une nouvelle licence du Logiciel.

**4. Droits de propriété.** Le Logiciel est protégé par les lois sur le droit d'auteur et le copyright, et par les traités internationaux. Network Associates et ses fournisseurs détiennent et conservent tout droit, titre et intérêt lié au Logiciel, y compris tous les droits d'auteur, brevets, droits de secret commercial, marques et autres droits de propriété intellectuelle s'y rattachant. La possession, l'installation ou l'utilisation du Logiciel ne vous transfère aucun titre de propriété intellectuelle sur le Logiciel et vous n'acquies aucun droit sur le Logiciel, sauf stipulations expressées dans cet Accord. Toutes les copies du Logiciel et de la Documentation réalisées dans le cadre de ce contrat doivent contenir les mêmes revendications de propriété que ceux apparaissant dans le Logiciel et la Documentation.

**5. Restrictions.** Vous ne pouvez pas vendre, donner en crédit-bail, concéder de licence, louer, , prêter, ni transférer d'une manière quelconque, à titre gratuit ou onéreux, le Logiciel. Vous ne pouvez pas divulguer à un tiers les résultats de tests comparatifs que vous avez effectués sur le Logiciel, sans l'accord préalable écrit de Network Associates. Le Client s'engage à interdire à tout tiers (à l'exception de tiers soumis, en vertu d'un contrat, à une obligation de confidentialité qui soit au moins aussi restrictive que la présente obligation de confidentialité) d'utiliser le Logiciel sous quelque forme que ce soit, et le Client s'engage à mettre en œuvre les moyens raisonnables pour prévenir tout utilisation non-autorisée du Logiciel. Vous ne pouvez pas autoriser des tiers à bénéficier de l'utilisation ou des fonctions du Logiciel via un bureau en temps partagé, un bureau de service ou tout autre arrangement, excepté dans la limite où cette utilisation est prévue dans le barème de prix applicable, le bon de commande ou sur l'emballage du Logiciel. Vous ne pouvez transférer aucun des droits qui vous sont accordés dans le cadre de cet Accord. Vous ne pouvez pas effectuer de l'ingénierie inverse, décompiler, ni désassembler le Logiciel, sauf dans les limites autorisées par la loi en vigueur. Vous ne pouvez pas modifier le Logiciel en totalité ou partiellement, ni créer d'œuvres dérivées. Vous ne pouvez pas copier le Logiciel ni la Documentation, sauf dans les conditions expressées visées à l'Article

1. Vous ne pouvez pas supprimer les mentions ou libellés relatifs à la propriété du Logiciel. Tous les droits non expressément stipulés dans ce contrat sont réservés par Network Associates. Sous réserve de respecter un préavis écrit, Network Associates se réserve le droit de mener périodiquement des audits afin de vérifier la bonne application des dispositions du présent Accord.

**6. Garantie et exclusion.**

- a. Garantie limitée.** Network Associates garantit que pendant soixante (60) jours à compter de la date initiale d'acquisition, les supports (tels que les disquettes) sur lesquels le Logiciel est enregistré seront exempts de défauts matériels et de fabrication.
- b. Recours du client.** La seule responsabilité de Network Associates et de ses fournisseurs, et votre recours exclusif, en cas de manquement à la garantie précitée seront, selon le choix de Network Associates, (i) le remboursement du prix d'acquisition réglé pour la licence, le cas échéant, ou (ii) le remplacement des supports défectueux sur lesquels le Logiciel est enregistré. Vous devez renvoyer les supports défectueux à Network Associates à vos frais avec une copie de votre reçu. Cette garantie limitée n'est pas applicable si le défaut résulte d'un accident, d'un abus ou d'une mauvaise application. Tout support de remplacement sera garanti pour le restant de la période de garantie d'origine.
- c. Exclusion de garantie.** Excepté pour la garantie limitée stipulée dans ce document, LE LOGICIEL EST FOURNI « EN L'ETAT ». DANS TOUTE LA MESURE AUTORISEE PAR LA LOI APPLICABLE, NETWORKS ASSOCIATES A EXCLUT TOUTES GARANTIES, EXPRESSES OU IMPLICITES, Y COMPRIS, NOTAMMENT, LES GARANTIES IMPLICITES DE QUALITE MARCHANDE, DE CONVENANCE A UN USAGE PARTICULIER ET DE NON-CONTREFAÇON, CONCERNANT LE LOGICIEL ET LA DOCUMENTATION QUI L'ACCOMPAGNE. VOUS ASSUMEZ LA RESPONSABILITE DU CHOIX DU LOGICIEL POUR ATTEINDRE LES RESULTATS ESCOMPTES, AINSI QUE DE L'INSTALLATION, DE L'UTILISATION ET DES RESULTATS OBTENUS A PARTIR DU LOGICIEL. SANS LIMITER LES DISPOSITIONS PRECEDENTES, NETWORK ASSOCIATES N'OFFRE AUCUNE GARANTIE QUE LE LOGICIEL SERA EXEMPT D'ERREUR NI D'INTERRUPTIONS OU AUTRES DEFAILLANCES, OU QU'IL REpondRA A VOS EXIGENCES. CERTAINS ETATS ET JURIDICTIONS N'AUTORISENT PAS LES LIMITATIONS DE GARANTIES IMPLICITES, LA LIMITATION CIDESSUS POURRAIT DES LORS NE PAS VOUS ETRE OPPOSABLE. Les clauses qui précèdent seront exécutoires dans la limite maximale autorisée par la loi en vigueur.

**7. Limitation de responsabilité.** EN AUCUNE CIRCONSTANCE ET SOUS AUCUNE THEORIE JURIDIQUE, QU'IL S'AGISSE DE RESPONSABILITE CIVILE, CONTRACTUELLE OU AUTRE, NETWORK ASSOCIATES ET SES FOURNISSEURS N'ENCOURRONT UNE QUELCONQUE RESPONSABILITE ENVERS VOUS OU TOUTE AUTRE PERSONNE, A RAISON DES DOMMAGES INDIRECTS, SPECIAUX, ACCESSOIRES OU CONSECUTIFS DE TOUTE NATURE, Y COMPRIS NOTAMMENT, LES DOMMAGES LIES A TOUTE PERTE DE CLIENTELE, A DES ARRETS DE TRAVAIL, A UNE DEFAILLANCE OU A UN MAUVAIS FONCTIONNEMENT INFORMATIQUE, OU TOUT AUTRE DOMMAGE OU PERTE COMPARABLE OU DE MEME NATURE. EN AUCUN CAS LA RESPONSABILITE DE NETWORK ASSOCIATES S. A. A RAISON D'UN PREJUDICE REPARABLE QUELCONQUE NE POURRA EXCEDER LE MONTANT FIGURANT AU BAREME DE PRIX POUR LA LICENCE DU LOGICIEL. CETTE LIMITATION DE RESPONSABILITE NE S'APPLIQUE PAS EN CAS DE DECES OU DE DOMMAGES CORPORELS DANS LA MESURE OU LA LOI APPLICABLE INTERDIT UNE TELLE LIMITATION. DE PLUS, CERTAINS ETATS ET JURIDICTIONS N'AUTORISENT PAS L'EXCLUSION OU LA LIMITATION DES DOMMAGES ACCESSOIRES OU CONSECUTIFS, DE SORTE QUE CES LIMITATIONS ET EXCLUSIONS PEUVENT NE PAS S'APPLIQUER A VOUS. Les clauses qui précèdent seront exécutoires dans la limite maximale autorisée par la loi applicable.

**8. Gouvernement des Etats- Unis.** Le Logiciel et la Documentation qui l'accompagne sont considérés respectivement comme « logiciel commercial » et « documentation du logiciel commercial », conformément aux sections DFAR 227.7202 et FAR 12.212 applicables. Toute utilisation, modification, reproduction, mise en circulation, exécution, présentation ou divulgation du Logiciel et de la Documentation qui l'accompagne par le Gouvernement des Etats- Unis est régie exclusivement par les termes de cet Accord et est interdite en dehors de la limite expressément autorisée par les termes du présent Accord.

**9. Contrôle des exportations.** Vous avez été informé du fait que le Logiciel est soumis aux réglementations américaines en matière d'exportation (« U.S. Export Administration Regulations »). Vous vous engagez à ne pas exporter, importer ou transférer, directement ou indirectement, le Logiciel, et Vous vous engagez à ne pas induire, autoriser ni faciliter un tel comportement d'un tiers, notamment d'un agent d'une administration, contrairement aux lois applicables (américaines ou autres). Vous déclarez que ni le Bureaux Américains des exportations (« United States Bureau of Export Administration ») ni aucune autre administration fédérale n'a suspendu ou révoqué Vos droits relatifs à l'exportation. Vous vous engagez à ne pas utiliser ou transférer le Logiciel afin qu'il soit utilisé dans le cadre d'armes nucléaires, chimiques ou biologiques, ou de technologies relatives à des missiles, à moins d'une autorisation émanant du gouvernement U.S. ou en vertu d'une licence spécifique. En outre, Vous reconnaissez que le Logiciel est soumis aux réglementations de l'Union Européenne en matière d'exportation et Vous vous engagez à ce que le Logiciel soit exclusivement utilisé à des fins civiles, et non militaires. Les parties s'engagent à coopérer dans le cadre de toute procédure d'obtention de licence ou autorisation, cependant, Vous reconnaissez que la responsabilité de respecter toutes lois relatives à l'exportation ou à l'importation vous incombe, et que Network Associates n'encoure plus aucune responsabilité à ce sujet, à compter de la concession initiale de la licence à votre profit dans le pays où cette licence est intervenue.

**10. Activités à hauts risques.** Le Logiciel n'est pas exempt de défaillances et n'est pas conçu ni prévu pour être utilisé dans des environnements à risques nécessitant des performances à sécurité intégrée, y compris et sans s'y limiter dans l'exploitation d'installations nucléaires, la navigation ou les systèmes de communication aériens, le contrôle du trafic aérien, les systèmes d'armement, les machines d'assistance respiratoire directe, ou toute autre application pour laquelle la défaillance du Logiciel pourrait entraîner directement la mort, des dommages corporels, ou des dommages physiques ou matériels graves (désignés collectivement comme « Activités à hauts risques »). Network Associates S. A. exclut toute garantie expresse ou implicite d'adaptation à des Activités à hauts risques.

**11. Divers.** Cet Accord est régi par la loi française, à l'exclusion des principes de conflit de lois. L'application de la Convention des Nations Unies sur les contrats pour la vente internationale de biens est expressément exclue. Le présent Accord stipule tous les droits de l'utilisateur du Logiciel et constitue l'intégralité de l'accord entre les parties. Network Associates se réserve le droit de procéder périodiquement à un audit afin de vérifier que Vous utilisez le Logiciel conformément au présent contrat. Pendant Vos horaires d'ouverture, Network Associates pourra inspecter Vos locaux, et Vous vous engagez à mettre à la disposition de Network Associates ou de ses représentants, tout registre relatif au Logiciel. Les frais d'audit seront supportés par Network Associates, à moins qu'un tel audit ne

révèle un décalage entre ce que Vous avez payé et ce que Vous auriez dû payer à Network Associates, si cet écart est supérieur ou égal à cinq pour cent (5%) de la redevance de licence initiale du Logiciel, ou qu'un tel audit révèle que vous utilisez le Logiciel d'une manière non-autorisée, auxquels cas, Vous serez responsable du paiement des frais de cet audit. Le présent Accord remplace toute autre communication concernant le Logiciel et la Documentation. Le présent contrat ne peut être modifié que par un avenant écrit, émanant d'un représentant dûment autorisé de Network Associates. . Aucune de ses clauses ne pourra être considérée comme abandonnée à moins que cette renonciation ne soit écrite et signée par Network Associates. ou un représentant dûment autorisé de Network Associates. . Si une ou plusieurs dispositions du présent Accord sont déclarées nulles, les autres dispositions conserveront leur plein effet. Les parties confirment qu'il est de leur souhait que cet Accord soit rédigé uniquement en langue française.

**12. SERVICE CLIENTELE DE NETWORK ASSOCIATES.** Si vous avez des questions concernant ces termes et conditions, ou si vous souhaitez contacter Network Associates S. A. pour toute autre raison, vous pouvez la joindre par téléphone au \_\_\_\_\_, par fax au \_\_\_\_\_, ou lui écrire à : Network Associates France S. A., 50 rue de Londres, 75008 Paris, France, ou la contacter sur son Site web à l'adresse électronique [http:// www. nai. com](http://www.nai.com).

N1-0301-FR-02

A L'ATTENTION DE TOUS LES UTILISATEURS : VEUILLEZ LIRE ATTENTIVEMENT LES DISPOSITIONS CONTRACTUELLES SUIVANTES (« L'ACCORD »), CONCERNANT LA LICENCE DU LOGICIEL SPECIFIQUE (LE « LOGICIEL ») CONCEDEE PAR NETWORK ASSOCIATES, S.A. («NETWORK ASSOCIATES») ET DEVELOPPE PAR NETWORK ASSOCIATES, Inc. EN CLIQUANT SUR LE BOUTON D'ACCEPTATION OU EN INSTALLANT LE LOGICIEL. VOUS (EN TANT QU'INDIVIDU OU ENTITE) ACCEPTEZ D'ETRE LIE PAR CET ACCORD. SI VOUS N'ACCEPTEZ PAS TOUS LES TERMES DE CET ACCORD, CLIQUEZ SUR LE BOUTON INDIQUANT QUE VOUS N'ACCEPTEZ PAS LES TERMES DE L'ACCORD ET N'INSTALLEZ PAS LE LOGICIEL. (LE CAS ECHEANT, VOUS POUVEZ RETOURNER LE PRODUIT AUPRES DE VOTRE DISTRIBUTEUR AFIN D'EN OBTENIR LE REMBOURSEMENT.)

**1. Octroi de licence.** Sous réserve du paiement des redevances de licence applicables, et sous réserve des conditions définies dans cet Accord, Network Associates vous accorde par le présent contrat un droit non exclusif et non transférables d'utiliser une copie de la version spécifiée du Logiciel et la documentation qui l'accompagne (la « Documentation »). Vous pouvez installer une copie du Logiciel sur un ordinateur, une station de travail, un assistant numérique personnel, un système d'appel (pager), un « téléphone intelligent » (« smart phone ») ou tout autre dispositif électronique pour lequel le Logiciel a été conçu (« Dispositif Client »). Si le Logiciel est fourni sous licence dans le cadre d'une suite ou d'un groupe de programmes comprenant plusieurs produits Logiciels, cette licence s'applique à tous les produits Logiciels spécifiés, sous réserve de toutes restrictions ou conditions d'utilisation spécifiées dans le barème de prix applicable ou sur l'emballage du produit, s'appliquant à ces produits Logiciels individuellement.

**a. Utilisation.** Le Logiciel est concédé sous licence en tant que produit unique ; il ne peut pas être utilisé sur plusieurs Dispositifs Client ni par plusieurs utilisateurs à la fois, sauf comme stipulé dans le présent Article 1. Le Logiciel est considéré comme étant « utilisé » sur un Dispositif Client lorsqu'il est chargé en mémoire temporaire (mémoire RAM ou vive) ou installé sur la mémoire permanente (par exemple, disque dur, CD- ROM ou tout autre périphérique de stockage) de ce Dispositif Client. Cette licence vous autorise à effectuer une copie du Logiciel exclusivement à des fins de sauvegarde ou d'archivage, à condition que la copie réalisée contienne toutes les mentions relatives à la propriété du Logiciel.

**b. Utilisation en mode serveur.** Vous ne pouvez utiliser le Logiciel sur un Dispositif Client comme serveur (« Serveur ») dans un environnement multi-utilisateurs ou de réseau (« Mode Serveur ») que si une telle utilisation est autorisée en vertu du barème de prix applicable ou de l'emballage du Logiciel. Une licence distincte est requise pour chaque Dispositif Client ou « poste » pouvant se connecter au Serveur à tout moment, que ces Dispositifs Client ou postes sous licence soient ou non connectés simultanément et qu'ils accèdent au Logiciel ou l'utilisent effectivement ou non. L'utilisation de logiciels ou de matériel réduisant le nombre de Dispositifs Client ou postes accédant directement au Logiciel ou l'utilisant (par exemple, logiciel ou matériel de « multiplexage » ou de « regroupement ») ne réduit pas le nombre de licences requis (le nombre de licences requis est égal au nombre d'entrées initiales distinctes dans le logiciel ou le matériel de multiplexage ou de regroupement). Si le nombre de Dispositifs Client ou de postes pouvant se connecter au Logiciel est susceptible de dépasser le nombre de licences obtenues, vous devez disposer d'un mécanisme adapté garantissant que votre utilisation du Logiciel ne dépasse pas les limites spécifiées pour la licence obtenue. Cette licence vous autorise à effectuer ou à télécharger une copie de la Documentation pour chaque Dispositif Client ou poste sous licence, à condition que ces copies contiennent toutes les mentions relatives à la propriété figurant dans la Documentation.

**c. Utilisation selon le volume.** Si le Logiciel fait l'objet d'une licence de volume, ainsi que cela est indiqué dans la facture concernée ou sur l'emballage du Logiciel, vous pouvez réaliser, utiliser et installer autant de copies supplémentaires du Logiciel sur des Dispositifs Client qu'il est permis conformément aux dispositions applicables. Vous devez disposer d'un mécanisme adapté garantissant que le nombre de Dispositifs Client sur lequel le Logiciel a été installé ne dépasse pas le nombre de licences obtenues. Cette licence vous autorise à effectuer ou à télécharger une copie de la Documentation pour chaque copie supplémentaire autorisée par la licence de volume, à condition que ces copies contiennent toutes les mentions relatives à la propriété figurant dans la Documentation.

**2. Durée.** La licence est concédée pour une durée de deux (2) ans à moins qu'il n'y soit mis fin avant, conformément aux dispositions des présentes. Cet Accord sera automatiquement réévalué de plein droit si vous ne vous conformez pas aux limitations ou autres exigences qui y sont décrites. A la rupture ou à l'expiration de cet Accord, vous devez détruire toutes les copies du Logiciel et de la Documentation.

**3. Mises à jour.** Pendant la durée du présent Accord, la présente licence concerne exclusivement la version du Logiciel fournie par Network Associates et ne vous confère aucun droit sur les versions suivantes du Logiciel, ses mises à jours, modifications ou révisions, à moins qu'un contrat distinct de maintenance n'ait été conclu. Dans ce cas, pendant la durée spécifiée dans le barème de prix applicable au Logiciel, vous pouvez télécharger les révisions ou les mises à jour du Logiciel publiées par Network Associates via son serveur télématique, son site Web ou d'autres services en ligne. Après la durée spécifiée, vous n'avez plus le droit de recevoir des révisions ou mises à jour sans acheter une nouvelle licence du Logiciel.

**4. Droits de propriété.** Le Logiciel est protégé par les lois sur le droit d'auteur et le copyright, et par les traités internationaux. Network Associates et ses fournisseurs détiennent et conservent tout droit, titre et intérêt lié au Logiciel, y compris tous les droits d'auteur, brevets, droits de secret commercial, marques et autres droits de propriété intellectuelle s'y rattachant. La possession, l'installation ou l'utilisation du Logiciel ne vous transfère aucun titre de propriété intellectuelle sur le Logiciel et vous n'acquierez aucun droit sur le Logiciel, sauf stipulations expresses dans cet Accord. Toutes les copies du Logiciel et de la Documentation réalisées dans le cadre de ce contrat doivent contenir les mêmes revendications de propriété que ceux apparaissant dans le Logiciel et la Documentation.

**5. Restrictions.** Vous ne pouvez pas vendre, donner en crédit-bail, concéder de licence, louer, prêter, ni transférer d'une manière quelconque, à titre gratuit ou onéreux, le Logiciel. Vous ne pouvez pas divulguer à un tiers les résultats de tests comparatifs que vous avez effectués sur le Logiciel, sans l'accord préalable écrit de Network Associates. Le Client s'engage à interdire à tout tiers (à l'exception de tiers soumis, en vertu d'un contrat, à une obligation de confidentialité qui soit au moins aussi restrictive que la présente obligation de confidentialité) d'utiliser le Logiciel sous quelque forme que ce soit, et le Client s'engage à mettre en œuvre les moyens raisonnables pour prévenir tout utilisation non-autorisée du Logiciel. Vous ne pouvez pas autoriser des tiers à bénéficier de l'utilisation ou des fonctions du Logiciel via un bureau en temps partagé, un bureau de service ou tout autre arrangement, excepté dans la limite où cette utilisation est prévue dans le barème de prix applicable, le bon de commande ou sur l'emballage du Logiciel. Vous ne pouvez transférer aucun des droits qui vous sont accordés dans le cadre de cet Accord. Vous ne pouvez pas effectuer de l'ingénierie inverse, décompiler, ni désassembler le Logiciel, sauf dans les limites autorisées par la loi en vigueur. Vous ne pouvez pas modifier le Logiciel en totalité ou partiellement, ni créer d'œuvres dérivées. Vous ne pouvez pas copier le Logiciel ni la Documentation, sauf dans les conditions expresses visées à l'Article

1. Vous ne pouvez pas supprimer les mentions ou libellés relatifs à la propriété du Logiciel. Tous les droits non expressément stipulés dans ce contrat sont réservés par Network Associates. Sous réserve de respecter un préavis écrit, Network Associates. se réserve le droit de mener périodiquement des audits afin de vérifier la bonne application des dispositions du présent Accord.

#### 6. Garantie et exclusion.

a. **Garantie limitée.** Network Associates garantit que pendant soixante (60) jours à compter de la date initiale d'acquisition, les supports (tels que les disquettes) sur lesquels le Logiciel est enregistré seront exempts de défauts matériels et de fabrication.

b. **Recours du client.** La seule responsabilité de Network Associates et de ses fournisseurs, et votre recours exclusif, en cas de manquement à la garantie précitée seront, selon le choix de Network Associates, (i) le remboursement du prix d'acquisition réglé pour la licence, le cas échéant, ou (ii) le remplacement des supports défectueux sur lesquels le Logiciel est enregistré. Vous devez renvoyer les supports défectueux à Network Associates à vos frais avec une copie de votre reçu. Cette garantie limitée n'est pas applicable si le défaut résulte d'un accident, d'un abus ou d'une mauvaise application. Tout support de remplacement sera garanti pour le restant de la période de garantie d'origine.

c. **Exclusion de garantie.** Excepté pour la garantie limitée stipulée dans ce document, LE LOGICIEL EST FOURNI « EN L'ETAT ». DANS TOUTE LA MESURE AUTORISÉE PAR LA LOI APPLICABLE, NETWORKS ASSOCIATES A EXCLUT TOUTES GARANTIES, EXPRESSES OU IMPLICITES, Y COMPRIS, NOTAMMENT, LES GARANTIES IMPLICITES DE QUALITE MARCHANDE, DE CONVENANCE A UN USAGE PARTICULIER ET DE NON-CONTREFAÇON, CONCERNANT LE LOGICIEL ET LA DOCUMENTATION QUI L'ACCOMPAGNE. VOUS ASSUMEZ LA RESPONSABILITE DU CHOIX DU LOGICIEL POUR ATTEINDRE LES RESULTATS ESCOMPTES, AINSI QUE DE L'INSTALLATION, DE L'UTILISATION ET DES RESULTATS OBTENUS A PARTIR DU LOGICIEL. SANS LIMITER LES DISPOSITIONS PRECEDENTES, NETWORK ASSOCIATES N'OFFRE AUCUNE GARANTIE QUE LE LOGICIEL SERA EXEMPT D'ERREUR NI D'INTERRUPTIONS OU AUTRES DEFAILLANCES, OU QU'IL REPENDRA A VOS EXIGENCES. CERTAINS ETATS ET JURIDICTIONS N'AUTORISENT PAS LES LIMITATIONS DE GARANTIES IMPLICITES, LA LIMITATION CIDESSUS POURRAIT DES LORS NE PAS VOUS ETRE OPPOSABLE. Les clauses qui précèdent seront exécutoires dans la limite maximale autorisée par la loi en vigueur.

7. **Limitation de responsabilité.** EN AUCUNE CIRCONSTANCE ET SOUS AUCUNE THEORIE JURIDIQUE, QU'IL S'AGISSE DE RESPONSABILITE CIVILE, CONTRACTUELLE OU AUTRE, NETWORK ASSOCIATES ET SES FOURNISSEURS N'ENCOURRONT UNE QUELCONQUE RESPONSABILITE ENVERS VOUS OU TOUTE AUTRE PERSONNE, A RAISON DES DOMMAGES INDIRECTS, SPECIAUX, ACCESSOIRES OU CONSECUTIFS DE TOUTE NATURE, Y COMPRIS NOTAMMENT, LES DOMMAGES LIES A TOUTE PERTE DE CLIENTELE, A DES ARRETS DE TRAVAIL, A UNE DEFAILLANCE OU A UN MAUVAIS FONCTIONNEMENT INFORMATIQUE, OU TOUT AUTRE DOMMAGE OU PERTE COMPARABLE OU DE MEME NATURE. EN AUCUN CAS LA RESPONSABILITE DE NETWORK ASSOCIATES S. A. A RAISON D'UN PREJUDICE REPARABLE QUELCONQUE NE POURRA EXCÉDER LE MONTANT FIGURANT AU BAREME DE PRIX POUR LA LICENCE DU LOGICIEL. CETTE LIMITATION DE RESPONSABILITE NE S'APPLIQUE PAS EN CAS DE DECES OU DE DOMMAGES CORPORELS DANS LA MESURE OU LA LOI APPLICABLE INTERDIT UNE TELLE LIMITATION. DE PLUS, CERTAINS ETATS ET JURIDICTIONS N'AUTORISENT PAS L'EXCLUSION OU LA LIMITATION DES DOMMAGES ACCESSOIRES OU CONSECUTIFS, DE SORTE QUE CES LIMITATIONS ET EXCLUSIONS PEUVENT NE PAS S'APPLIQUER A VOUS. Les clauses qui précèdent seront exécutoires dans la limite maximale autorisée par la loi applicable.

8. **Gouvernement des Etats- Unis.** Le Logiciel et la Documentation qui l'accompagne sont considérés respectivement comme « logiciel commercial » et « documentation du logiciel commercial », conformément aux sections DFAR 227.7202 et FAR 12.212 applicables. Toute utilisation, modification, reproduction, mise en circulation, exécution, présentation ou divulgation du Logiciel et de la Documentation qui l'accompagne par le Gouvernement des Etats- Unis est régie exclusivement par les termes de cet Accord et est interdite en dehors de la limite expressément autorisée par les termes du présent Accord.

9. **Contrôle des exportations.** Vous avez été informé du fait que le Logiciel est soumis aux réglementations américaines en matière d'exportation (« U.S. Export Administration Regulations »). Vous vous engagez à ne pas exporter, importer ou transférer, directement ou indirectement, le Logiciel, et Vous vous engagez à ne pas induire, autoriser ni faciliter un tel comportement d'un tiers, notamment d'un agent d'une administration, contrairement aux lois applicables (américaines ou autres). Vous déclarez que ni le Bureaux Américains des exportations (« United States Bureau of Export Administration ») ni aucune autre administration fédérale n'a suspendu ou révoqué Vos droits relatifs à l'exportation. Vous vous engagez à ne pas utiliser ou transférer le Logiciel afin qu'il soit utilisé dans le cadre d'armes nucléaires, chimiques ou biologiques, ou de technologies relatives à des missiles, à moins d'une autorisation émanant du gouvernement U.S. ou en vertu d'une licence spécifique. En outre, Vous reconnaissez que le Logiciel est soumis aux réglementations de l'Union Européenne en matière d'exportation et Vous vous engagez à ce que le Logiciel soit exclusivement utilisé à des fins civiles, et non militaires. Les parties s'engagent à coopérer dans le cadre de toute procédure d'obtention de licence ou autorisation, cependant, Vous reconnaissez que la responsabilité de respecter toutes lois relatives à l'exportation ou à l'importation vous incombe, et que Network Associates n'encoure plus aucune responsabilité à ce sujet, à compter de la concession initiale de la licence à votre profit dans le pays où cette licence est intervenue.

10. **Activités à hauts risques.** Le Logiciel n'est pas exempt de défaillances et n'est pas conçu ni prévu pour être utilisé dans des environnements à risques nécessitant des performances à sécurité intégrée, y compris et sans s'y limiter dans l'exploitation d'installations nucléaires, la navigation ou les systèmes de communication aériens, le contrôle du trafic aérien, les systèmes d'armement, les machines d'assistance respiratoire directe, ou toute autre application pour laquelle la défaillance du Logiciel pourrait entraîner directement la mort, des dommages corporels, ou des dommages physiques ou matériels graves (désignés collectivement comme « Activités à hauts risques »). Network Associates S. A. exclut toute garantie expresse ou implicite d'adaptation à des Activités à hauts risques.

11. **Divers.** Cet Accord est régi par la loi française, à l'exclusion des principes de conflit de lois. L'application de la Convention des Nations Unies sur les contrats pour la vente internationale de biens est expressément exclue. Le présent Accord stipule tous les droits de l'utilisateur du Logiciel et constitue l'intégralité de l'accord entre les parties. Network Associates se réserve le droit de procéder périodiquement à un audit afin de vérifier que Vous utilisez le Logiciel conformément au présent contrat. Pendant Vos horaires d'ouverture, Network Associates pourra inspecter Vos locaux, et Vous vous engagez à mettre à la disposition de Network Associates ou de ses représentants, tout registre relatif au Logiciel. Les frais d'audit seront supportés par Network Associates, à moins qu'un tel audit ne

révèle un décalage entre ce que Vous avez payé et ce que Vous auriez dû payer à Network Associates, si cet écart est supérieur ou égal à cinq pour cent (5%) de la redevance de licence initiale du Logiciel, ou qu'un tel audit révèle que vous utilisez le Logiciel d'une manière non-autorisée, auxquels cas, Vous serez responsable du paiement des frais de cet audit. Le présent Accord remplace toute autre communication concernant le Logiciel et la Documentation. Le présent contrat ne peut être modifié que par un avenant écrit, émanant d'un représentant dûment autorisé de Network Associates. . Aucune de ses clauses ne pourra être considérée comme abandonnée à moins que cette renonciation ne soit écrite et signée par Network Associates. ou un représentant dûment autorisé de Network Associates. . Si une ou plusieurs dispositions du présent Accord sont déclarées nulles, les autres dispositions conserveront leur plein effet. Les parties confirment qu'il est de leur souhait que cet Accord soit rédigé uniquement en langue française.

**12. SERVICE CLIENTELE DE NETWORK ASSOCIATES.** Si vous avez des questions concernant ces termes et conditions, ou si vous souhaitez contacter Network Associates S. A. pour toute autre raison, vous pouvez la joindre par téléphone au \_\_\_\_\_, par fax au \_\_\_\_\_, ou lui écrire à : Network Associates France S. A., 50 rue de Londres, 75008 Paris, France, ou la contacter sur son Site web à l'adresse électronique [http:// www. nai. com](http://www.nai.com).

N2-0301-FR-02

AVISO A TODOS LOS USUARIOS: LEA DETENIDAMENTE EL SIGUIENTE CONTRATO DE LICENCIA (EN ADELANTE, EL "CONTRATO") DEL SOFTWARE ESPECIFICADO (EN ADELANTE, EL "SOFTWARE") POR NETWORK ASSOCIATES INTERNATIONAL B.V. (EN ADELANTE, "NETWORK ASSOCIATES"). AL PULSAR EL BOTÓN ACEPTAR O AL INSTALAR EL SOFTWARE, EL USUARIO (PERSONA FÍSICA O ENTIDAD) ACEPTA SU VINCULACIÓN A ESTE CONTRATO Y SE CONVIERTE EN PARTE DEL MISMO. SI EL USUARIO NO ESTÁ DE ACUERDO CON TODAS LAS CONDICIONES DE ESTE CONTRATO, DEBERÁ PULSAR EL BOTÓN QUE INDICA QUE NO SE ACEPTAN LAS CONDICIONES Y SE ABSTENDRÁ DE INSTALAR EL SOFTWARE. (SI PROCEDE, PUEDE DEVOLVER EL PRODUCTO AL LUGAR DONDE LO ADQUIRIÓ Y OBTENER EL REEMBOLSO DEL IMPORTE PAGADO POR EL MISMO.)

**1. Concesión de licencia.** Sujeto al pago de la tarifa correspondiente a la licencia y a las condiciones y términos especificados en este Contrato, Network Associates otorga mediante el presente Contrato al Usuario el derecho no exclusivo e intransferible a utilizar una copia de la versión especificada del Software y la documentación adjunta ("Documentación"). El Usuario podrá instalar una copia del Software en un ordenador, una estación de trabajo, un asistente digital personal, un avisador o busca, un "teléfono inteligente" o en otro dispositivo electrónico para el que el Software esté diseñado (individualmente considerados en adelante, "Dispositivo del Usuario"). En caso de otorgar la licencia del Software dentro de un conjunto o paquete de productos de Software especificados, esta licencia se aplicará a todos los productos de Software especificados, sujetos a las restricciones o condiciones de uso determinadas en la lista de tarifas de Software correspondiente o en el embalaje del producto que se apliquen a cualquiera de dichos productos de Software por separado.

**a. Uso.** La licencia del Software se otorga exclusivamente para un único producto y, por lo tanto, no se podrá utilizar en más de un Dispositivo del Usuario o por más de un Usuario a la vez, salvo lo dispuesto en esta Cláusula 1. Se entiende que el Software está "en uso" en un Dispositivo del Usuario cuando se carga en la memoria temporal (es decir, la memoria de acceso aleatorio o RAM) o cuando se instala en la memoria permanente (es decir, disco duro, CD-ROM u otro dispositivo de almacenamiento) del Dispositivo del Usuario. Esta licencia autoriza a realizar una copia del Software, con la única finalidad de archivar o efectuar copias de seguridad, siempre que dicha copia contenga todos los avisos de propiedad del Software.

**b. Modo Servidor.** El Usuario puede utilizar el Software en un Dispositivo del Usuario o como servidor ("Servidor") en un entorno de varios usuarios o de red ("Modo servidor") solamente en el supuesto de que se autorice este uso del Software en la lista de tarifas correspondiente o en el embalaje del Software. Se necesitará otra licencia para cada Dispositivo del Usuario o "equipo" que se conecte al Servidor en cualquier momento, independientemente de si tales Dispositivos del Usuario o equipos con licencia están conectados de forma simultánea al Software, o bien, acceden o utilizan el mismo. El uso de software o hardware que reduzca el número de Dispositivos del Usuario o equipos que directamente accedan al Software o utilicen el mismo (por ejemplo, software o hardware "multiplexor" o "de agrupamiento"), no reducirá el número de licencias necesarias (es decir, el número de licencias necesarias debe ser igual al número de diferentes entradas al software multiplexor o de agrupamiento o al "programa final" del hardware). Si el número de Dispositivos del Usuario o equipos que se pueden conectar al Software supera el número de licencias concedidas, se deberá disponer de un mecanismo razonable para asegurar que el uso del Software no incumple los límites de uso especificados en la licencia otorgada. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación de cada Dispositivo del Usuario o equipo con licencia, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**c. Licencias por Volumen.** Si la licencia del Software se otorga en base a condiciones de volumen, especificadas en la lista de tarifas correspondiente o en el embalaje del Software, el Usuario podrá realizar, utilizar e instalar la cantidad de copias del Software en el número de Dispositivos del Usuario autorizados en la licencia por volumen. El Usuario deberá disponer de un mecanismo razonable para asegurar que el número de Dispositivos del Usuario en que se ha instalado el Software no supera la cantidad de licencias otorgadas. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación por cada copia adicional autorizada en la licencia de volumen, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**2. Período de vigencia.** Este Contrato tendrá una duración indefinida, a menos que el mismo sea resuelto previamente de conformidad con alguna de sus Cláusulas. El presente Contrato se resolverá de forma automática en el supuesto de que el Usuario incumpla alguna limitación o requisito descrito en el mismo. En el momento de la resolución o expiración del Contrato, el Usuario deberá destruir todas las copias del Software y de la Documentación

**3. Actualizaciones.** La presente licencia está limitada a la versión del Software suministrada por Network Associates y no incluye versiones, actualizaciones, modificaciones o revisiones posteriores, salvo que se firme un contrato de mantenimiento por separado. En el supuesto de que se firme dicho contrato, durante el período especificado en la lista de tarifas de Software correspondiente, el Usuario estará autorizado a descargar revisiones o actualizaciones del Software en el momento y en la forma en que Network Associates las publique a través de su sistema de publicación electrónica, sitio web u otros servicios en línea. Después del período antes especificado, el Usuario no gozará de derecho alguno a recibir ninguna revisión o actualización sin la compra adquisición de una nueva licencia del Software.

**4. Derechos de propiedad.** Este Software se halla protegido por las leyes de derechos de autor de los Estados Unidos y por tratados internacionales. Network Associates y sus proveedores son propietarios y mantienen todos los derechos y la titularidad sobre el Software, así como el interés hacia el mismo, incluyéndose todos los derechos de autor, patentes, derechos comerciales secretos, marcas comerciales y demás derechos de propiedad intelectual e industrial aplicables. La posesión, instalación o utilización del Software por parte del Usuario no transfiere a éste titularidad alguna acerca de la propiedad intelectual del mismo, ni otorga derechos sobre el Software, excepto por lo establecido en los términos establecidos expresamente en este Contrato. Todas las copias del Software y la Documentación realizadas por el presente documento Contrato deberán contener los mismos avisos de propiedad que aparecen en el Software y la Documentación.

**5. Restricciones.** El Usuario no podrá vender, alquilar, licenciar, arrendar o transferir de cualquier forma, gratuita o no, el Software. El Usuario no revelará a terceros los resultados de cualquier test de referencia (*benchmark test*) realizado sobre el Software sin el previo consentimiento de Network Associates por escrito. El Usuario no deberá permitir que terceros (salvo aquellos que hayan suscrito un contrato con el Usuario que contenga obligaciones de confidencialidad no menos restrictivas que las establecidas en el presente Contrato) usen el Programa Licenciado de forma alguna y llevará a cabo todo lo que esté en su mano para impedir que se lleve a cabo un uso impropio o desautorizado del Programa Licenciado. El Usuario no deberá permitir que terceros se aprovechen del uso o funcionamiento del Software en un contrato de oficina de tiempo mediante su uso compartido, contrato de servicios o de otro tipo, excepto en los casos

en que dicho uso se especifique en la lista de tarifas correspondiente o en el embalaje del Software. Asimismo, el Usuario no puede transferir los derechos otorgados en este Contrato, ni puede realizar ingeniería inversa, descompilar o desmontar el Software, excepto en la medida en que la ley aplicable prohíba esta restricción de forma expresa. El Usuario no puede: modificar ni crear ningún trabajo derivado de todo el Software o de parte de éste; copiar el Software o la Documentación, excepto de la forma permitida expresamente en la Cláusula 1 anterior; ni eliminar ningún aviso de propiedad o etiquetas del Software. Todos los derechos que no hayan sido mencionados aquí de forma expresa, quedan reservados a Network Associates. Network Associates se reserva el derecho a realizar inspecciones periódicas, mediando previo aviso por escrito, para comprobar el cumplimiento de las condiciones de este Contrato.

**6. Garantía y renuncia.**

- a. Garantía limitada.** Network Associates garantiza que, durante los sesenta (60) días posteriores al otorgamiento de la licencia, los medios o soportes (por ejemplo, disquetes) que contienen el Software no presentarán defectos de material ni de fabricación.
- b. Acciones del Usuario.** La única responsabilidad de Network Associates y de sus proveedores y la compensación exclusiva que corresponderá al Usuario por cualquier incumplimiento de la garantía anterior será, según criterio de Network Associates, (i) la devolución de la cantidad abonada por la licencia, de haber sido ésta abonada, o (ii) la sustitución del medio o soporte defectuoso que contiene el Software. El Usuario deberá devolver el medio o soporte defectuoso a Network Associates con una copia de la factura y pagar los gastos de envío. Esta garantía limitada no será válida si el defecto es consecuencia de un accidente o uso incorrecto o abusivo. Cualquier medio o soporte de sustitución reemplazado estará garantizado durante el resto del período de garantía original. Fuera de los Estados Unidos, esta compensación puede no resultar aplicable en la medida en que Network Associates esté sujeto a las restricciones establecidas por las leyes y normativas de los Estados Unidos sobre control a la exportación.
- c. Limitaciones a la Garantía.** Salvo por la garantía anteriormente expuesta, EL SOFTWARE SE ENTREGA "TAL Y COMO ESTÁ". EN LA MEDIDA EN QUE LAS LEYES APLICABLES LO PERMITAN, NETWORK ASSOCIATES RENUNCIA A OTORGAR CUALESQUIERA GARANTÍAS, TANTO EXPRESAS COMO IMPLÍCITAS, INCLUIDAS, SIN CARÁCTER EXHAUSTIVO. LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, ADECUACIÓN A UN DETERMINADO FIN Y NO INFRACCIÓN, RESPECTO AL SOFTWARE Y LA DOCUMENTACIÓN ADJUNTA. EL USUARIO ASUME TODA LA RESPONSABILIDAD EN LA SELECCIÓN DEL SOFTWARE PARA OBTENER LOS RESULTADOS ESPERADOS Y EN LA INSTALACIÓN, USO Y RESULTADOS OBTENIDOS CON EL SOFTWARE. SIN PERJUICIO DE LO ANTERIOR, NETWORK ASSOCIATES NO GARANTIZA QUE EL SOFTWARE ESTÉ EXENTO DE ERRORES, INTERRUPCIONES U OTRO TIPO DE FALLOS, NI QUE SE AJUSTE A LAS NECESIDADES DEL USUARIO. ALGUNOS ESTADOS Y JURISDICIONES NO PERMITEN LAS LIMITACIONES EN LAS GARANTÍAS IMPLÍCITAS, POR LO QUE PUEDE QUE LA LIMITACIÓN ANTERIOR NO SE APLIQUE AL USUARIO ACTUAL. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**7. Limitación de responsabilidades.** EN NINGÚN CASO NI DE CONFORMIDAD CON NINGUNA DOCTRINA LEGAL, YA SEA EN MATERIA EXTRA CONTRACTUAL, CONTRACTUAL O DE OTRO TIPO, NETWORK ASSOCIATES NI SUS PROVEEDORES SERÁN RESPONSABLES ANTE EL USUARIO, O ANTE OTRAS PERSONAS, DE DAÑOS EMERGENTES, ESPECIALES, INCIDENTALES O DERIVADOS NI DE CUALQUIER OTRO TIPO, INCLUIDOS, AUNQUE SIN LIMITARSE A ELLOS, LOS PERJUICIOS DERIVADOS DE LA PÉRDIDA DEL FONDO DE COMERCIO, INTERRUPCIÓN DEL TRABAJO, AVERÍA, FALLO O FUNCIONAMIENTO INCORRECTO DEL ORDENADOR, O TODOS Y CUALESQUIERA TIPOS DE DAÑOS O PÉRDIDAS. EN NINGÚN CASO NETWORK ASSOCIATES SERÁ RESPONSABLE DE DAÑOS SUPERIORES A LA TARIFA ESTIPULADA PARA LA LICENCIA DEL SOFTWARE, AUN CUANDO SE HAYA INFORMADO A NETWORK ASSOCIATES DE LA POSIBILIDAD DE TALES DAÑOS. ESTA LIMITACIÓN DE RESPONSABILIDAD NO AFECTA A LA RESPONSABILIDAD POR MUERTE O LESIONES PERSONALES EN LA MEDIDA EN QUE LAS LEYES APLICABLES PROHIBAN TAL LIMITACIÓN. POR OTRO LADO, ALGUNOS ESTADOS Y JURISDICIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS INCIDENTALES O DERIVADOS, DE MANERA QUE ES POSIBLE QUE ESTA LIMITACIÓN Y EXCLUSIÓN NO SE APLIQUEN. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**8. Gobierno de los Estados Unidos.** El Software y la Documentación adjunta se consideran "software comercial para ordenadores" y "documentación de software comercial para ordenadores", respectivamente, conforme a DFAR Apartado 227.7202 y FAR Apartado 12.212, según proceda. Cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta por parte del gobierno de los Estados Unidos se regirá exclusivamente según las condiciones del presente Contrato, y estará estando prohibido cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta, excepto en la medida en que los términos de dicho Contrato lo permitan.

**9. Restricciones a la exportación.** El Usuario declara haber sido advertido de que los Productos están sometidos a las normas administrativas de control a la exportación de los Estados Unidos. El Usuario no deberá exportar, importar o transferir Productos, de forma directa o indirecta, si ello resultare contrario a las leyes de los Estados Unidos u otras legislaciones aplicables, ni aprobará, facilitará o mediará en forma alguna para que otras personas (como agentes o terceros) lo hagan. El Usuario manifiesta y acuerda que ni el Departamento de Administración de las Exportaciones de los Estados Unidos (*United States Bureau of Export Administration*) ni cualquier otra autoridad administrativa federal norteamericana ha suspendido, revocado o denegado sus derechos de exportación. El Usuario acuerda no emplear ni transferir los Productos para usos finales relacionados con armas nucleares, químicas o biológicas, con tecnología relativa a misiles salvo autorización legal o específica del Gobierno de los Estados Unidos o licencia otorgada al efecto. Adicionalmente, el Usuario reconoce que los Productos están sometidos a las normas de control a la exportación de la Unión Europea y declara y se compromete a que los Productos no sean empleados más que para fines civiles (es decir, no militares). Aunque ambas partes acuerdan colaborar conjuntamente para la obtención de cualquier licencia o autorización necesaria, el Usuario asume la exclusiva responsabilidad a la hora de cumplir con todas y cada una de las leyes de exportación e importación, no existiendo responsabilidad alguna de Network Associates tras la venta al Usuario en el país donde aquella fue perfeccionada.

**10. Actividades de alto riesgo.** El Software no está exento de errores y no se ha diseñado ni pensado para ser utilizado en entornos peligrosos que requieran un funcionamiento con protección ante errores, incluyendo, pero no limitándose a, operaciones en instalaciones nucleares, sistemas de comunicación o navegación aérea, control del tráfico aéreo, sistemas de armamento o equipos de protección

vital, en los cuales el fallo del cualquier Software podría ser causa directa de muerte, lesiones o daños físicos o daños a la propiedad graves (En adelante conjuntamente denominadas, "Actividades de alto riesgo"). Network Associates rechaza expresamente cualquier garantía explícita o implícita de adecuación para Actividades de alto riesgo.

**11. Varios.** Este Contrato se rige por las leyes de España. Se excluye expresamente la aplicación de la Convención de contratos de las Naciones Unidas para la Venta internacional de mercancías. Este Contrato establece todos los derechos del Usuario del Software y representa el contrato íntegro entre las partes. Network Associates se reserva el derecho a inspeccionar periódicamente al Usuario para asegurarse de que no se está infringiendo lo dispuesto en este Contrato al usar el Software. Durante el horario de trabajo habitual y previa notificación por escrito al respecto, Network Associates podrá realizar una visita a las instalaciones del Usuario y éste deberá facilitar a Network Associates o a sus representantes todos los registros relativos al Software. El coste de cualquier inspección será a cargo de Network Associates, a menos que la citada inspección revele la existencia de una deuda a favor de Network Associates superior al 5% de la tarifa de la licencia de Software inicial o un uso inapropiado del Software, en cuyo caso la inspección será a cargo del Usuario. El presente Contrato sustituye a cualesquiera otras comunicaciones referentes al Software y a la Documentación. Este Contrato podrá ser modificado únicamente mediante anexos por escrito realizados por un representante debidamente autorizado de Network Associates. No se aceptará la renuncia a ninguna de las disposiciones del presente Contrato, a menos que dicha renuncia se presente por escrito y sea firmada por Network Associates o por un representante debidamente autorizado de Network Associates. Si cualquiera de las disposiciones de este Contrato fuese anulada, el resto del Contrato permanecerá en vigor y mantendrá todos sus efectos. Las partes confirman su deseo de que este Contrato se redacte sólo en español.

**12. CONTACTO DEL USUARIO CON NETWORK ASSOCIATES.** Si tiene alguna duda referente a estos términos y condiciones del presente Contrato o desea ponerse en contacto con Network Associates por cualquier otra razón, llame al teléfono 00800- 122- 55- 624 o +31 20 586 61 00, o escriba a la siguiente dirección: Network Associates, S. A. (Unipersonal), Calle Orense 4, 4ª Planta, Edificio Trieste, 28020 Madrid, España. [http:// www.nai.com](http://www.nai.com).

NP-0301-SP-02

AVISO A TODOS LOS USUARIOS: LEA DETENIDAMENTE EL SIGUIENTE CONTRATO DE LICENCIA (EN ADELANTE, EL "CONTRATO") PARA EL SOFTWARE ESPECIFICADO (EN ADELANTE, EL "SOFTWARE") POR NETWORK ASSOCIATES INTERNATIONAL B.V. (EN ADELANTE, "NETWORK ASSOCIATES"). AL PULSAR EL BOTÓN ACEPTAR O AL INSTALAR EL SOFTWARE, EL USUARIO (PERSONA FÍSICA O ENTIDAD) QUEDARÁ VINCULADO A ESTE CONTRATO Y SE CONVERTIRÁ EN PARTE DEL MISMO. SI EL USUARIO NO ESTÁ DE ACUERDO CON TODAS LAS CONDICIONES DE ESTE CONTRATO, DEBERÁ PULSAR EL BOTÓN QUE INDICA QUE NO SE ACEPTAN LAS CONDICIONES Y NO DEBERÁ INSTALAR EL SOFTWARE. (SI PROCEDE, PUEDE DEVOLVER EL PRODUCTO AL LUGAR DONDE LO ADQUIRIÓ, SIÉNDOLE REEMBOLSADO EL IMPORTE PAGADO POR EL MISMO).

**1. Concesión de licencia** Sujeto al pago de la tarifa correspondiente a la licencia y a las condiciones y términos especificados en este Contrato, Network Associates otorga mediante el presente Contrato al Usuario el derecho no exclusivo e intransferible a utilizar una copia de la versión especificada del Software y la documentación adjunta (en adelante, "Documentación"). El Usuario podrá instalar una copia del Software en un ordenador, una estación de trabajo, un asistente digital personal, un pager o busca, un "teléfono inteligente" o en otro dispositivo electrónico para el que el Software esté diseñado (cada uno se considera un "Dispositivo del Usuario"). En caso de otorgar la licencia del Software dentro de un conjunto o paquete de productos de Software especificados, dicha licencia se aplicará a todos los productos de Software especificados, sujeta a las restricciones o condiciones de uso que, aplicables a cualquiera de los referidos productos de Software individualmente considerados, estén determinadas en la lista de tarifas correspondiente o en el embalaje del producto que se aplique a cualquiera de esos productos de Software por separado.

**a. Uso.** La licencia del Software se otorga para un único producto y, por lo tanto, no se podrá utilizar en más de un Dispositivo del Usuario o por más de un Usuario a la vez, excepto en lo establecido en esta Cláusula 1. Se entiende que el Software está "en uso" en un Dispositivo del Usuario cuando se carga en la memoria temporal (es decir, la memoria de acceso aleatorio o RAM) o cuando se instala en la memoria permanente (es decir, disco duro, CD- ROM u otro dispositivo de almacenamiento) del Dispositivo del Usuario. Esta licencia autoriza a realizar una copia del Software, con la única finalidad de archivar o efectuar copias de seguridad, siempre que dicha copia contenga todos los avisos de propiedad del Software.

**b. Modo servidor.** El Usuario puede utilizar el Software en un Dispositivo del Usuario o como servidor (en adelante, "Servidor") en un entorno de varios usuarios o de red (en adelante, "Modo servidor") sólo si se autoriza este uso del Software en la lista de tarifas correspondiente o en el embalaje del producto. Se necesitará otra licencia para cada Dispositivo del Usuario o "equipo" que se conecte al Servidor en cualquier momento, independientemente de si tales Dispositivos del Usuario o equipos con licencia están conectados de forma simultánea al Software, o bien, acceden o utilizan el mismo. El uso de software o hardware que reduzca el número de Dispositivos del Usuario o equipos que directamente accedan al Software o utilicen el mismo (por ejemplo, software o hardware "multiplexor" o "de agrupamiento") no reduce el número de licencias necesarias (es decir, el número de licencias necesarias debe ser igual al número de diferentes entradas al software multiplexor o de agrupamiento o al "programa final" del hardware). Si el número de Dispositivos del Usuario o equipos que se pueden conectar al Software supera el número de licencias concedidas, se deberá disponer de un mecanismo razonable para asegurar que el uso del Software no incumple los límites de uso especificados en la licencia otorgada. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación de cada Dispositivo del Usuario o equipo con licencia, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**c. Licencias por volumen.** Si la licencia del Software se otorga en base a condiciones de volumen, especificadas en la lista de tarifas o en el embalaje del producto correspondiente, relacionadas con el Software, el Usuario podrá realizar, utilizar e instalar la cantidad de copias del Software en el número de Dispositivos del Usuario autorizados en la licencia por volumen. El Usuario deberá disponer de un mecanismo razonable para asegurar que el número de Dispositivos del Usuario en que se ha instalado el Software no supera la cantidad de licencias otorgadas. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación por cada copia adicional autorizada en la licencia de volumen, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**2. Período de vigencia.** Este Contrato tendrá una vigencia por un (1) año a partir de la fecha aceptación de los presentes términos y condiciones o de la instalación del Software, según se indica en el encabezamiento de este Contrato, a menos que el mismo sea resuelto previamente de conformidad con alguna de sus Cláusulas. El presente Contrato se resolverá de forma automática en el supuesto de que el Usuario incumpla alguna limitación o algún requisito descrito en el mismo. En el momento de la resolución o expiración del Contrato, el Usuario deberá destruir todas las copias del Software y de la Documentación.

**3. Actualizaciones.** Durante el período de vigencia del presente Contrato, la presente licencia estará limitada a la versión del Software suministrada por Network Associates, no incluyendo versiones, actualizaciones, modificaciones o revisiones posteriores, salvo que se firme un contrato de mantenimiento por separado. En el supuesto de que se firme dicho contrato, durante el período especificado en la lista de tarifas correspondiente o en el embalaje del Software, el Usuario estará autorizado a descargar revisiones o actualizaciones del Software especificado en el embalaje o en la lista de tarifas del Software, el Usuario está autorizado a descargar revisiones o actualizaciones del Software en el momento y en la forma en que Network Associates las publique a través de su sistema de publicación electrónica, sitio web u otros servicios en línea. Después del período antes especificado, el Usuario ya no gozará de derecho alguno a recibir ninguna revisión o actualización sin la compra adquisición de una nueva licencia del Software.

**4. Derechos de propiedad.** Este Software se halla protegido por las leyes de derechos de autor de los Estados Unidos y por tratados internacionales. Network Associates y sus proveedores son propietarios y mantienen todos los derechos y la titularidad sobre el Software, así como el interés hacia el mismo, incluyéndose todos los derechos de autor, patentes, secretos comerciales, marcas comerciales y demás derechos de propiedad intelectual e industrial aplicables. La posesión, instalación o utilización del Software por parte del Usuario no transfiere a éste titularidad alguna acerca de la propiedad intelectual del mismo, ni otorga derechos sobre el Software, excepto por lo establecido en los términos establecidos expresamente en este Contrato. Todas las copias del Software y la Documentación realizadas de conformidad con el presente documento Contrato deben contener los mismos avisos de propiedad que aparecen en el Software y la Documentación.

**5. Restricciones.** El Usuario no podrá vender, alquilar, licenciar, arrendar o transferir de cualquier forma, gratuita o no, el Software. El Usuario no revelará a terceros los resultados de cualquier test de referencia (*benchmark test*) realizado sobre el Software sin el previo consentimiento de Network Associates por escrito. El Usuario no deberá permitir que terceros (salvo aquellos que hayan suscrito un contrato con el Usuario que contenga obligaciones de confidencialidad no menos restrictivas que las establecidas en el presente Contrato)

usen el Software de forma alguna y llevará a cabo todo lo que esté en su mano para impedir que se realice un uso impropio o desautorizado del Software. El Usuario no debe permitir que terceros se aprovechen del uso o funcionamiento del Software en un contrato de oficina de tiempo mediante su uso compartido, contrato de servicios o de otro tipo, excepto en los casos en que dicho uso se especifique en la lista de tarifas correspondiente o en el embalaje del Software. Asimismo, el Usuario no puede transferir los derechos otorgados en este Contrato, ni puede realizar ingeniería inversa, descompilar o desmontar el Software, excepto en la medida en que la ley aplicable prohíba esta restricción de forma expresa. El Usuario no puede: modificar ni crear ningún trabajo derivado de todo el Software o de parte de éste; copiar el Software o la Documentación, excepto en lo permitido de la forma permitida expresamente en la Cláusula 1 anterior; ni eliminar ningún aviso de propiedad o etiquetas del Software. Todos los derechos que no se hayan sido mencionados aquí de forma expresa, quedan reservados a Network Associates. Network Associates se reserva el derecho a realizar auditorías periódicas, tras previo aviso por escrito, para comprobar el cumplimiento de las condiciones de este Contrato.

## 6. Garantía y renuncia.

- a. Garantía limitada.** Network Associates garantiza que, durante los sesenta (60) días posteriores al otorgamiento de la licencia, los medios o soportes (por ejemplo, disquetes) que contienen el Software no presentarán defectos de material ni de fabricación.
- b. Compensaciones del Usuario.** La única responsabilidad de Network Associates y de sus proveedores y la compensación exclusiva al Usuario por cualquier incumplimiento de la garantía anterior será, según criterio de Network Associates, (i) la devolución de la cantidad abonada por la licencia, de haber sido ésta abonada, o (ii) la sustitución del medio o soporte defectuoso que contiene el Software. El Usuario deberá devolver el medio o soporte defectuoso a Network Associates con una copia de la factura y pagar los gastos de envío. Esta garantía limitada no será válida si el defecto es consecuencia de un accidente o uso incorrecto o abusivo del Producto. Cualquier medio o soporte de sustitución reemplazado estará garantizado durante el resto del período de garantía original. Fuera de Estados Unidos, esta compensación puede no resultar aplicable en la medida en que Network Associates esté sujeto a las restricciones establecidas por las leyes y normativas de Estados Unidos sobre restricciones control a la exportación.
- c. Limitaciones.** Salvo por la garantía anteriormente expuesta, EL SOFTWARE SE ENTREGA "TAL Y COMO ESTÁ". EN LA MEDIDA EN QUE LAS LEYES APLICABLES LO PERMITAN, NETWORK ASSOCIATES RENUNCIA A OTORGAR CUALESQUIERA GARANTÍAS, TANTO EXPRESAS COMO IMPLÍCITAS, INCLUIDAS, SIN CARÁCTER EXHAUSTIVO, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, ADECUACIÓN A UN DETERMINADO FIN Y NO INFRACCIÓN, RESPECTO AL SOFTWARE Y LA DOCUMENTACIÓN ADJUNTA. EL USUARIO ASUME TODA LA RESPONSABILIDAD EN LA SELECCIÓN DEL SOFTWARE PARA OBTENER LOS RESULTADOS ESPERADOS Y EN LA INSTALACIÓN, USO Y RESULTADOS OBTENIDOS CON EL SOFTWARE. SIN PERJUICIO DE LO ANTERIOR, NETWORK ASSOCIATES NO GARANTIZA QUE EL SOFTWARE ESTÉ EXENTO DE ERRORES, INTERRUPCIONES U OTRO TIPO DE FALLOS, NI QUE SE AJUSTE A LAS NECESIDADES DEL USUARIO. ALGUNOS ESTADOS Y JURISDICIONES NO PERMITEN LAS LIMITACIONES EN LAS GARANTÍAS IMPLÍCITAS, POR LO QUE PUEDE QUE LA LIMITACIÓN ANTERIOR NO SE APLIQUE AL USUARIO ACTUAL. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**7. Limitación de responsabilidad.** EN NINGÚN CASO NI DE CONFORMIDAD CON NINGUNA DOCTRINA LEGAL, YA SEA EN MATERIA EXTRA CONTRACTUAL, CONTRACTUAL O DE OTRO TIPO, NETWORK ASSOCIATES NI SUS PROVEEDORES SERÁN RESPONSABLES ANTE EL USUARIO, O ANTE OTRAS PERSONAS, DE DAÑOS EMERGENTES, ESPECIALES, INCIDENTALES O DERIVADOS NI DE CUALQUIER OTRO TIPO, INCLUIDOS, AUNQUE SIN LIMITARSE A ELLOS, LOS PERJUICIOS DERIVADOS DE LA PÉRDIDA DEL FONDO DE COMERCIO, INTERRUPCIÓN DEL TRABAJO, AVERÍA, FALLO O FUNCIONAMIENTO INCORRECTO DEL ORDENADOR, O TODOS Y CUALESQUIERA TIPOS DE DAÑOS O PÉRDIDAS. EN NINGÚN CASO NETWORK ASSOCIATES SERÁ RESPONSABLE DE DAÑOS SUPERIORES A LA TARIFA ESTIPULADA PARA LA LICENCIA DEL SOFTWARE, AUN CUANDO SE HAYA INFORMADO A NETWORK ASSOCIATES DE LA POSIBILIDAD DE TALES DAÑOS. ESTA LIMITACIÓN DE RESPONSABILIDAD NO AFECTA A LA RESPONSABILIDAD POR MUERTE O LESIONES PERSONALES EN LA MEDIDA EN QUE LAS LEYES APLICABLES PROHIBAN TAL LIMITACIÓN. POR OTRO LADO, ALGUNOS ESTADOS Y JURISDICIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS INCIDENTALES O DERIVADOS, DE MANERA QUE ESTA LIMITACIÓN Y EXCLUSIÓN NO SE APLIQUEN. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**8. Gobierno de los Estados Unidos.** El Software y la Documentación adjunta se consideran "software comercial para ordenadores" y "documentación de software comercial para ordenadores", respectivamente, conforme a DFAR Apartado 227.7202 y FAR Apartado 12. 212, según proceda. Cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta por parte del gobierno de los Estados Unidos se regirá exclusivamente por las condiciones del presente Contrato, estando prohibido cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta, excepto en la medida en que los términos de dicho Contrato lo permitan.

**9. Restricciones a la exportación.** El Usuario declara haber sido advertido de que el Software está sometido a las normas administrativas de control a la exportación de los Estados Unidos. El Usuario no deberá exportar, importar o transferir el Software, de forma directa o indirecta, si ello resultare contrario a las leyes de los Estados Unidos u otras legislaciones aplicables, ni aprobará, facilitará o mediará en forma alguna para que otras personas (como agentes o terceros) lo hagan. El Usuario manifiesta y acuerda que ni el Departamento de Administración de las Exportaciones de los Estados Unidos (*United States Bureau of Export Administration*) ni cualquier otra autoridad administrativa federal norteamericana ha suspendido, revocado o denegado sus derechos de exportación. El Usuario acuerda no emplear ni transferir el Software para usos finales relacionados con armas nucleares, químicas o biológicas, con tecnología relativa a misiles salvo autorización legal o específica del Gobierno de los Estados Unidos o licencia otorgada al efecto. Adicionalmente, el Usuario reconoce que el Software está sometido a las normas de control a la exportación de la Unión Europea y declara y se compromete a que el mismo no sea empleado más que para fines civiles (es decir, no militares). Aunque ambas partes acuerdan colaborar conjuntamente para la obtención de cualquier licencia o autorización necesaria, el Usuario asume la exclusiva responsabilidad a la hora de cumplir con todas y cada una de las leyes de exportación e importación, no existiendo responsabilidad alguna de Network Associates tras la venta al Usuario en el país donde aquella fue perfeccionada.

**10. Actividades de alto riesgo.** El Software no está exento de errores y no ha sido diseñado ni proyectado para ser utilizado en entornos peligrosos que requieran un funcionamiento con protección ante errores, incluyendo, pero no limitándose a, operaciones en instalaciones nucleares, sistemas de comunicación o navegación aérea, control del tráfico aéreo, sistemas de armamento o equipos de protección

vital, en los cuales el fallo del cualquier Software podría ser causa directa de muerte, lesiones o daños físicos o daños a la propiedad graves (en general, "Actividades de Alto Riesgo"). Network Associates rechaza expresamente cualquier garantía explícita o implícita de adecuación para Actividades de Alto Riesgo.

**11. Varios.** Este Contrato se rige por las leyes de España. Se excluye expresamente la aplicación de la Convención de Contratos de las Naciones Unidas para la Venta Internacional de Mercancías. Este Contrato establece todos los derechos del Usuario del Software y representa el contrato íntegro entre las partes. Network Associates se reserva el derecho a inspeccionar periódicamente al Usuario para asegurarse de que no se está infringiendo lo dispuesto en este Contrato al usar el Software. Durante el horario de trabajo habitual y previa notificación por escrito al respecto, Network Associates podrá realizar una visita a las instalaciones del Usuario y éste deberá facilitar a Network Associates o a sus representantes todos los registros relativos al Software. El coste de cualquier inspección será a cargo de Network Associates, a menos que la citada inspección revele la existencia de una deuda a favor de Network Associates superior al 5% de la tarifa de la licencia de Software inicial o un uso inapropiado del Software, en cuyo caso la inspección será a cargo del Usuario. El presente Contrato sustituye a cualesquiera otras comunicaciones referentes al Software y a la Documentación. Este Contrato podrá ser modificado únicamente mediante anexos por escrito realizados por un representante debidamente autorizado de Network Associates. No se aceptará la renuncia a ninguna de las disposiciones del presente Contrato, a menos que dicha renuncia se presente por escrito y sea firmada por Network Associates o por un representante debidamente autorizado de Network Associates. Si cualquiera de las disposiciones de este Contrato fuese anulada, el resto del Contrato permanecerá en vigor y mantendrá todos sus efectos. Las partes confirman su deseo de que este Contrato se redacte sólo en español.

**12. CONTACTO DEL USUARIO CON NETWORK ASSOCIATES.** Si tiene alguna duda referente a los términos y condiciones del presente Contrato o desea ponerse en contacto con Network Associates por cualquier otra razón, llame al teléfono 00800- 122- 55- 624 o al +31 20 586 61 00, o escriba a la siguiente dirección: Network Associates, S. A. (Unipersonal), Calle Orense 4, 4ª Planta, Edificio Trieste, 28020 Madrid, España. [http:// www. nai. com.](http://www.nai.com)

N1-0301-SP-02

AVISO A TODOS LOS USUARIOS: LEA DETENIDAMENTE EL SIGUIENTE CONTRATO DE LICENCIA (EN ADELANTE, EL "CONTRATO") PARA EL SOFTWARE ESPECIFICADO (EN ADELANTE, EL "SOFTWARE") POR NETWORK ASSOCIATES INTERNATIONAL B.V. (EN ADELANTE, "NETWORK ASSOCIATES"), AL PULSAR EL BOTÓN ACEPTAR O AL INSTALAR EL SOFTWARE, EL USUARIO (PERSONA FÍSICA O ENTIDAD) QUEDARÁ VINCULADO A ESTE CONTRATO Y SE CONVERTIRÁ EN PARTE DEL MISMO. SI EL USUARIO NO ESTÁ DE ACUERDO CON TODAS LAS CONDICIONES DE ESTE CONTRATO, DEBERÁ PULSAR EL BOTÓN QUE INDICA QUE NO SE ACEPTAN LAS CONDICIONES Y NO DEBERÁ INSTALAR EL SOFTWARE. (SI PROCEDE, PUEDE DEVOLVER EL PRODUCTO AL LUGAR DONDE LO ADQUIRIÓ, SIÉNDOLE REEMBOLSADO EL IMPORTE PAGADO POR EL MISMO).

**1. Concesión de licencia** Sujeto al pago de la tarifa correspondiente a la licencia y a las condiciones y términos especificados en este Contrato, Network Associates otorga mediante el presente Contrato al Usuario el derecho no exclusivo e intransferible a utilizar una copia de la versión especificada del Software y la documentación adjunta (en adelante, "Documentación"). El Usuario podrá instalar una copia del Software en un ordenador, una estación de trabajo, un asistente digital personal, un pager o busca, un "teléfono inteligente" o en otro dispositivo electrónico para el que el Software esté diseñado (cada uno se considera un "Dispositivo del Usuario"). En caso de otorgar la licencia del Software dentro de un conjunto o paquete de productos de Software especificados, dicha licencia se aplicará a todos los productos de Software especificados, sujeta a las restricciones o condiciones de uso que, aplicables a cualquiera de los referidos productos de Software individualmente considerados, estén determinadas en la lista de tarifas correspondiente o en el embalaje del producto que se aplique a cualquiera de esos productos de Software por separado.

**a. Uso.** La licencia del Software se otorga para un único producto y, por lo tanto, no se podrá utilizar en más de un Dispositivo del Usuario o por más de un Usuario a la vez, excepto en lo establecido en esta Cláusula 1. Se entiende que el Software está "en uso" en un Dispositivo del Usuario cuando se carga en la memoria temporal (es decir, la memoria de acceso aleatorio o RAM) o cuando se instala en la memoria permanente (es decir, disco duro, CD- ROM u otro dispositivo de almacenamiento) del Dispositivo del Usuario. Esta licencia autoriza a realizar una copia del Software, con la única finalidad de archivar o efectuar copias de seguridad, siempre que dicha copia contenga todos los avisos de propiedad del Software.

**b. Modo servidor.** El Usuario puede utilizar el Software en un Dispositivo del Usuario o como servidor (en adelante, "Servidor") en un entorno de varios usuarios o de red (en adelante, "Modo servidor") sólo si se autoriza este uso del Software en la lista de tarifas correspondiente o en el embalaje del producto. Se necesitará otra licencia para cada Dispositivo del Usuario o "equipo" que se conecte al Servidor en cualquier momento, independientemente de si tales Dispositivos del Usuario o equipos con licencia están conectados de forma simultánea al Software, o bien, acceden o utilizan el mismo. El uso de software o hardware que reduzca el número de Dispositivos del Usuario o equipos que directamente accedan al Software o utilicen el mismo (por ejemplo, software o hardware "multiplexor" o "de agrupamiento") no reduce el número de licencias necesarias (es decir, el número de licencias necesarias debe ser igual al número de diferentes entradas al software multiplexor o de agrupamiento o al "programa final" del hardware). Si el número de Dispositivos del Usuario o equipos que se pueden conectar al Software supera el número de licencias concedidas, se deberá disponer de un mecanismo razonable para asegurar que el uso del Software no incumple los límites de uso especificados en la licencia otorgada. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación de cada Dispositivo del Usuario o equipo con licencia, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**c. Licencias por volumen.** Si la licencia del Software se otorga en base a condiciones de volumen, especificadas en la lista de tarifas o en el embalaje del producto correspondiente, relacionadas con el Software, el Usuario podrá realizar, utilizar e instalar la cantidad de copias del Software en el número de Dispositivos del Usuario autorizados en la licencia por volumen. El Usuario deberá disponer de un mecanismo razonable para asegurar que el número de Dispositivos del Usuario en que se ha instalado el Software no supera la cantidad de licencias otorgadas. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación por cada copia adicional autorizada en la licencia de volumen, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**2. Periodo de vigencia.** Este Contrato tendrá una vigencia de dos (2) años a partir de la fecha aceptación de los presentes términos y condiciones o de la instalación del Software, según se indica en el encabezamiento de este Contrato, a menos que el mismo sea resuelto previamente de conformidad con alguna de sus Cláusulas. El presente Contrato se resolverá de forma automática en el supuesto de que el Usuario incumpla alguna limitación o algún requisito descrito en el mismo. En el momento de la resolución o expiración del Contrato, el Usuario deberá destruir todas las copias del Software y de la Documentación.

**3. Actualizaciones.** Durante el período de vigencia del presente Contrato, la presente licencia estará limitada a la versión del Software suministrada por Network Associates, no incluyendo versiones, actualizaciones, modificaciones o revisiones posteriores, salvo que se firme un contrato de mantenimiento por separado. En el supuesto de que se firme dicho contrato, durante el período especificado en la lista de tarifas correspondiente o en el embalaje del Software, el Usuario estará autorizado a descargar revisiones o actualizaciones del Software especificado en el embalaje o en la lista de tarifas del Software, el Usuario está autorizado a descargar revisiones o actualizaciones del Software en el momento y en la forma en que Network Associates las publique a través de su sistema de publicación electrónica, sitio web u otros servicios en línea. Después del período antes especificado, el Usuario ya no gozará de derecho alguno a recibir ninguna revisión o actualización sin la compra adquisición de una nueva licencia del Software.

**4. Derechos de propiedad.** Este Software se halla protegido por las leyes de derechos de autor de los Estados Unidos y por tratados internacionales. Network Associates y sus proveedores son propietarios y mantienen todos los derechos y la titularidad sobre el Software, así como el interés hacia el mismo, incluyéndose todos los derechos de autor, patentes, secretos comerciales, marcas comerciales y demás derechos de propiedad intelectual e industrial aplicables. La posesión, instalación o utilización del Software por parte del Usuario no transfiere a éste titularidad alguna acerca de la propiedad intelectual del mismo, ni otorga derechos sobre el Software, excepto por lo establecido en los términos establecidos expresamente en este Contrato. Todas las copias del Software y la Documentación realizadas de conformidad con el presente documento Contrato deben contener los mismos avisos de propiedad que aparecen en el Software y la Documentación.

**5. Restricciones.** El Usuario no podrá vender, alquilar, licenciar, arrendar o transferir de cualquier forma, gratuita o no, el Software. El Usuario no revelará a terceros los resultados de cualquier test de referencia (*benchmark test*) realizado sobre el Software sin el previo consentimiento de Network Associates por escrito. El Usuario no deberá permitir que terceros (salvo aquellos que hayan suscrito un contrato con el Usuario que contenga obligaciones de confidencialidad no menos restrictivas que las establecidas en el presente Contrato)

usen el Software de forma alguna y llevará a cabo todo lo que esté en su mano para impedir que se realice un uso impropio o desautorizado del Software. El Usuario no debe permitir que terceros se aprovechen del uso o funcionamiento del Software en un contrato de oficina de tiempo mediante su uso compartido, contrato de servicios o de otro tipo, excepto en los casos en que dicho uso se especifique en la lista de tarifas correspondiente o en el embalaje del Software. Asimismo, el Usuario no puede transferir los derechos otorgados en este Contrato, ni puede realizar ingeniería inversa, descompilar o desmontar el Software, excepto en la medida en que la ley aplicable prohíba esta restricción de forma expresa. El Usuario no puede: modificar ni crear ningún trabajo derivado de todo el Software o de parte de éste; copiar el Software o la Documentación, excepto en lo permitido de la forma permitida expresamente en la Cláusula 1 anterior; ni eliminar ningún aviso de propiedad o etiquetas del Software. Todos los derechos que no se hayan sido mencionados aquí de forma expresa, quedan reservados a Network Associates. Network Associates se reserva el derecho a realizar auditorías periódicas, tras previo aviso por escrito, para comprobar el cumplimiento de las condiciones de este Contrato.

#### 6. Garantía y renuncia.

- a. Garantía limitada.** Network Associates garantiza que, durante los sesenta (60) días posteriores al otorgamiento de la licencia, los medios o soportes (por ejemplo, disquetes) que contienen el Software no presentarán defectos de material ni de fabricación.
- b. Compensaciones del Usuario.** La única responsabilidad de Network Associates y de sus proveedores y la compensación exclusiva al Usuario por cualquier incumplimiento de la garantía anterior será, según criterio de Network Associates, (i) la devolución de la cantidad abonada por la licencia, de haber sido ésta abonada, o (ii) la sustitución del medio o soporte defectuoso que contiene el Software. El Usuario deberá devolver el medio o soporte defectuoso a Network Associates con una copia de la factura y pagar los gastos de envío. Esta garantía limitada no será válida si el defecto es consecuencia de un accidente o uso incorrecto o abusivo del Producto. Cualquier medio o soporte de sustitución reemplazado estará garantizado durante el resto del período de garantía original. Fuera de Estados Unidos, esta compensación puede no resultar aplicable en la medida en que Network Associates esté sujeto a las restricciones establecidas por las leyes y normativas de Estados Unidos sobre restricciones control a la exportación.
- c. Limitaciones.** Salvo por la garantía anteriormente expuesta, EL SOFTWARE SE ENTREGA "TAL Y COMO ESTÁ". EN LA MEDIDA EN QUE LAS LEYES APLICABLES LO PERMITAN, NETWORK ASSOCIATES RENUNCIA A OTORGAR CUALESQUIERA GARANTÍAS, TANTO EXPRESAS COMO IMPLÍCITAS, INCLUIDAS, SIN CARÁCTER EXHAUSTIVO. LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, ADECUACIÓN A UN DETERMINADO FIN Y NO INFRACCIÓN, RESPECTO AL SOFTWARE Y LA DOCUMENTACIÓN ADJUNTA. EL USUARIO ASUME TODA LA RESPONSABILIDAD EN LA SELECCIÓN DEL SOFTWARE PARA OBTENER LOS RESULTADOS ESPERADOS Y EN LA INSTALACIÓN, USO Y RESULTADOS OBTENIDOS CON EL SOFTWARE. SIN PERJUICIO DE LO ANTERIOR, NETWORK ASSOCIATES NO GARANTIZA QUE EL SOFTWARE ESTÉ EXENTO DE ERRORES, INTERRUPCIONES U OTRO TIPO DE FALLOS, NI QUE SE AJUSTE A LAS NECESIDADES DEL USUARIO. ALGUNOS ESTADOS Y JURISDICIONES NO PERMITEN LAS LIMITACIONES EN LAS GARANTÍAS IMPLÍCITAS, POR LO QUE PUEDE QUE LA LIMITACIÓN ANTERIOR NO SE APLIQUE AL USUARIO ACTUAL. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**7. Limitación de responsabilidad.** EN NINGÚN CASO NI DE CONFORMIDAD CON NINGUNA DOCTRINA LEGAL, YA SEA EN MATERIA EXTRA CONTRACTUAL, CONTRACTUAL O DE OTRO TIPO, NETWORK ASSOCIATES NI SUS PROVEEDORES SERÁN RESPONSABLES ANTE EL USUARIO, O ANTE OTRAS PERSONAS, DE DAÑOS EMERGENTES, ESPECIALES, INCIDENTALES O DERIVADOS NI DE CUALQUIER OTRO TIPO, INCLUIDOS, AUNQUE SIN LIMITARSE A ELLOS, LOS PERJUICIOS DERIVADOS DE LA PÉRDIDA DEL FONDO DE COMERCIO, INTERRUPCIÓN DEL TRABAJO, AVERÍA, FALLO O FUNCIONAMIENTO INCORRECTO DEL ORDENADOR, O TODOS Y CUALESQUIERA TIPOS DE DAÑOS O PÉRDIDAS. EN NINGÚN CASO NETWORK ASSOCIATES SERÁ RESPONSABLE DE DAÑOS SUPERIORES A LA TARIFA ESTIPULADA PARA LA LICENCIA DEL SOFTWARE, AUN CUANDO SE HAYA INFORMADO A NETWORK ASSOCIATES DE LA POSIBILIDAD DE TALES DAÑOS. ESTA LIMITACIÓN DE RESPONSABILIDAD NO AFECTA A LA RESPONSABILIDAD POR MUERTE O LESIONES PERSONALES EN LA MEDIDA EN QUE LAS LEYES APLICABLES PROHIBAN TAL LIMITACIÓN. POR OTRO LADO, ALGUNOS ESTADOS Y JURISDICIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS INCIDENTALES O DERIVADOS, DE MANERA QUE ES POSIBLE QUE ESTA LIMITACIÓN Y EXCLUSIÓN NO SE APLIQUEN. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**8. Gobierno de los Estados Unidos.** El Software y la Documentación adjunta se consideran "software comercial para ordenadores" y "documentación de software comercial para ordenadores", respectivamente, conforme a DFAR Apartado 227.7202 y FAR Apartado 12.212, según proceda. Cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta por parte del gobierno de los Estados Unidos se registrará exclusivamente por las condiciones del presente Contrato, estando prohibido cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta, excepto en la medida en que los términos de dicho Contrato lo permitan.

**9. Restricciones a la exportación.** El Usuario declara haber sido advertido de que el Software está sometido a las normas administrativas de control a la exportación de los Estados Unidos. El Usuario no deberá exportar, importar o transferir el Software, de forma directa o indirecta, si ello resultare contrario a las leyes de los Estados Unidos u otras legislaciones aplicables, ni aprobará, facilitará o mediará en forma alguna para que otras personas (como agentes o terceros) lo hagan. El Usuario manifiesta y acuerda que ni el Departamento de Administración de las Exportaciones de los Estados Unidos (*United States Bureau of Export Administration*) ni cualquier otra autoridad administrativa federal norteamericana ha suspendido, revocado o denegado sus derechos de exportación. El Usuario acuerda no emplear ni transferir el Software para usos finales relacionados con armas nucleares, químicas o biológicas, con tecnología relativa a misiles salvo autorización legal o específica del Gobierno de los Estados Unidos o licencia otorgada al efecto. Adicionalmente, el Usuario reconoce que el Software está sometido a las normas de control a la exportación de la Unión Europea y declara y se compromete a que el mismo no sea empleado más que para fines civiles (es decir, no militares). Aunque ambas partes acuerdan colaborar conjuntamente para la obtención de cualquier licencia o autorización necesaria, el Usuario asume la exclusiva responsabilidad a la hora de cumplir con todas y cada una de las leyes de exportación e importación, no existiendo responsabilidad alguna de Network Associates tras la venta al Usuario en el país donde aquella fue perfeccionada.

**10. Actividades de alto riesgo.** El Software no está exento de errores y no ha sido diseñado ni proyectado para ser utilizado en entornos peligrosos que requieran un funcionamiento con protección ante errores, incluyendo, pero no limitándose a, operaciones en instalaciones nucleares, sistemas de comunicación o navegación aérea, control del tráfico aéreo, sistemas de armamento o equipos de protección

vital, en los cuales el fallo del cualquier Software podría ser causa directa de muerte, lesiones o daños físicos o daños a la propiedad graves (en general, "Actividades de Alto Riesgo"). Network Associates rechaza expresamente cualquier garantía explícita o implícita de adecuación para Actividades de Alto Riesgo.

**11. Varios.** Este Contrato se rige por las leyes de España. Se excluye expresamente la aplicación de la Convención de Contratos de las Naciones Unidas para la Venta Internacional de Mercancías. Este Contrato establece todos los derechos del Usuario del Software y representa el contrato íntegro entre las partes. Network Associates se reserva el derecho a inspeccionar periódicamente al Usuario para asegurarse de que no se está infringiendo lo dispuesto en este Contrato al usar el Software. Durante el horario de trabajo habitual y previa notificación por escrito al respecto, Network Associates podrá realizar una visita a las instalaciones del Usuario y éste deberá facilitar a Network Associates o a sus representantes todos los registros relativos al Software. El coste de cualquier inspección será a cargo de Network Associates, a menos que la citada inspección revele la existencia de una deuda a favor de Network Associates superior al 5% de la tarifa de la licencia de Software inicial o un uso inapropiado del Software, en cuyo caso la inspección será a cargo del Usuario. El presente Contrato sustituye a cualesquiera otras comunicaciones referentes al Software y a la Documentación. Este Contrato podrá ser modificado únicamente mediante anexos por escrito realizados por un representante debidamente autorizado de Network Associates. No se aceptará la renuncia a ninguna de las disposiciones del presente Contrato, a menos que dicha renuncia se presente por escrito y sea firmada por Network Associates o por un representante debidamente autorizado de Network Associates. Si cualquiera de las disposiciones de este Contrato fuese anulada, el resto del Contrato permanecerá en vigor y mantendrá todos sus efectos. Las partes confirman su deseo de que este Contrato se redacte sólo en español.

**12. CONTACTO DEL USUARIO CON NETWORK ASSOCIATES.** Si tiene alguna duda referente a los términos y condiciones del presente Contrato o desea ponerse en contacto con Network Associates por cualquier otra razón, llame al teléfono 00800- 122- 55- 624 o al +31 20 586 61 00, o escriba a la siguiente dirección: Network Associates, S. A. (Unipersonal), Calle Orense 4, 4ª Planta, Edificio Trieste, 28020 Madrid, España. [http:// www. nai. com](http://www.nai.com).

N2-0301-SP-02

AVVISO PER GLI UTENTI: LEGGERE ATTENTAMENTE IL SEGUENTE CONTRATTO ("CONTRATTO") PER LA LICENZA DEL SOFTWARE SPECIFICATO ("SOFTWARE") PRODOTTO DA NETWORK ASSOCIATES, INC. ("NETWORK ASSOCIATES"). LA SELEZIONE DEL PULSANTE DI ACCETTAZIONE O DELL'INSTALLAZIONE DEL SOFTWARE IMPLICA L'ACCETTAZIONE ( DA PARTE DELL'UTENTE O DELLA SINGOLA ENTITÀ) DEI TERMINI E DELLE CONDIZIONI RIPORTATI NEL PRESENTE CONTRATTO. QUALORA NON SI ACCETTINO TUTTI I TERMINI CONTENUTI NEL PRESENTE CONTRATTO, SELEZIONARE L'APPOSITO PULSANTE INDICANTE CHE NON VENGONO ACCETTATI I TERMINI DEL PRESENTE CONTRATTO E NON PROCEDERE ALL'INSTALLAZIONE DEL SOFTWARE. (SE DEL CASO, IL PRODOTTO POTRÀ ESSERE RESTITUITO AL RIVENDITORE PER OTTENERNE IL RIMBORSO TOTALE.)

**1. Concessione di licenza.** Network Associates conferisce il diritto non esclusivo e non trasferibile all'uso di una copia della versione specificata del Software e della documentazione allegata (la "Documentazione") previo pagamento dei relativi canoni di licenza. È possibile installare una sola copia del Software su un solo computer, una postazione di lavoro, un PDA (Personal Digital Assistant), un cercapersone, un "telefono intelligente" o un altro dispositivo elettronico per il quale è stato progettato il software (ciascuno un "Dispositivo del Cliente"). Se il Software viene concesso in licenza come parte di un pacchetto contenente più prodotti Software, la presente licenza sarà valida per tutti i prodotti Software specificati, fatte salve le eventuali restrizioni o condizioni d'uso indicate nei relativi listini o sulle confezioni dei singoli prodotti che si applicano a ciascuno di tali prodotti Software individualmente.

**a. Uso.** Il Software viene concesso in licenza come singolo prodotto; non potrà essere utilizzato su più di un Dispositivo del Cliente o da più di un utente alla volta, salvo quanto stabilito nel presente Articolo 1. Il Software è "in uso" su un Dispositivo del Cliente quando viene caricato nella memoria temporanea (RAM, Random Access Memory) od installato nella memoria permanente (ad esempio, disco rigido, CD-ROM o altro dispositivo di memorizzazione) del suddetto Dispositivo del Cliente. La presente licenza autorizza ad eseguire una sola copia del Software solo per scopi di backup e di archiviazione, purché la copia effettuata riporti tutte le indicazioni di proprietà del Software.

**b. Modalità server.** Il Software può essere utilizzato su un Dispositivo del Cliente come un server ("Server") in un ambiente multiutente o di rete ("Modalità Server") solo se tale uso è indicato nel listino apposto o sulla confezione del Software. È necessaria una licenza separata per ciascun Dispositivo del Cliente o postazione che possa connettersi al Server in qualsiasi momento, sia che tali Dispositivi del Cliente concessi in licenza o postazioni vi si colleghino contemporaneamente sia che accedano o utilizzino il Software. L'uso di software o hardware che riducono il numero di Dispositivi del Cliente o di postazioni in grado di accedere o utilizzare direttamente il Software (ad esempio, software o hardware di tipo "multiplexing" o "pooling") non implica la riduzione del numero di licenze richieste (es. il numero di licenze richieste dovrebbe corrispondere al numero di accessi separati al "front end" di software o hardware di tipo multiplexing o pooling). Se il numero di Dispositivi del Cliente o di postazioni che possono accedere al Software può superare il numero di licenze ottenute, allora sarà necessario disporre di un meccanismo in dotazione a garantire che l'uso del Software non superi i limiti specificati nella licenza ottenuta. La presente licenza autorizza ad effettuare o scaricare una copia della Documentazione per ogni Dispositivo del Cliente o postazione per cui è stata concessa la licenza, purché ogni copia riporti tutte le indicazioni di proprietà della Documentazione.

**c. Licenze per volumi.** Se il Software viene concesso in licenza in base a termini di licenza per volumi specificati nel listino dei prezzi apposto o sulla confezione del Software, sarà possibile effettuare, utilizzare ed installare tante copie supplementari del Software in base al numero di Dispositivi del Cliente quanto autorizza la licenza per volumi. Sarà necessario disporre di un meccanismo in dotazione a garantire che il numero di Dispositivi del Cliente su cui è stato installato il Software non superi il numero di licenze ottenute. La presente licenza autorizza ad effettuare o scaricare una copia della Documentazione per ciascuna copia supplementare autorizzata ai sensi della licenza per volume, purché ogni copia riporti tutte le indicazioni di proprietà della Documentazione.

**2. Durata.** Il presente contratto sarà valido per un periodo di tempo indeterminato salvo risoluzione anticipata secondo quanto di seguito previsto. Il presente Contratto verrà risolto automaticamente qualora non vengano rispettate le limitazioni e gli altri requisiti in esso specificati. Alla risoluzione o alla scadenza del presente Contratto, tutte le copie del Software e della Documentazione dovranno essere distrutte. Il presente contratto potrà essere risolto in qualsiasi momento distruggendo tutte le copie del Software e della Documentazione.

**3. Aggiornamenti.** Questa licenza si applica limitatamente alla versione del Software consegnata da Network Associates e non include successive versioni, aggiornamenti, modifiche o revisioni, a meno che non venga concluso un separato contratto di manutenzione. Nel caso in cui sia stipulato tale contratto, per il periodo di tempo indicato nel listino prezzi del Software, si ha diritto a scaricare eventuali aggiornamenti o revisioni del Software pubblicate da Network Associates nel suo bulletin board system, sito web o altro servizio in rete. Dopo il periodo di tempo specificato, non si ha diritto a ricevere ulteriori revisioni o aggiornamenti a meno che non si acquisti una nuova licenza del Software.

**4. Diritti di proprietà.** Il Software è protetto dalle norme sul diritto d'autore e dalle previsioni dei trattati internazionali in materia di proprietà intellettuale. La Network Associates ed i propri fornitori possiedono e mantengono tutti i diritti sul Software, ivi compresi tutti i diritti d'autore, i brevetti, i segreti commerciale, marchi d'impresa ed altri diritti sulla proprietà intellettuale ad esso connessi. Il possesso, l'installazione o l'uso del Software non trasferisce alcun diritto di proprietà intellettuale sul Software, né conferisce altri diritti relativi al Software, salvo quanto espressamente stabilito nel presente Contratto. Su tutte le copie del Software e della Documentazione effettuate ai sensi della presente devono essere riportate le stesse indicazioni di proprietà che compaiono nel Software e nella Documentazione.

**5. Restrizioni.** Non è consentito vendere, noleggiare, concedere in licenza, prestare o trasferire in qualsiasi modo, con o senza corrispettivo, il Software. Non è consentito, in mancanza di precedente autorizzazione scritta di Network Associates, rivelare a terzi i risultati di qualsiasi benchmark test effettuato sul Software. Il Cliente si impegna a non permettere a terzi (eccetto i terzi che abbiano stipulato con il Cliente un contratto contenente obblighi di riservatezza non meno restrittivi di quelli stabiliti dal presente Contratto) l'utilizzazione del Programma Licenziato, e dovrà garantire con ogni ragionevole sforzo che il Programma Licenziato non venga adoperato impropriamente e senza autorizzazione. Non è altresì possibile concedere a terzi la possibilità di trarre vantaggio dall'uso o dalle funzionalità del Software attraverso una operatività in condivisione, un uso in attività al pubblico od in altre modalità, salvo nella misura in cui tale uso sia espressamente indicato nel listino dei prezzi apposto o sulla confezione del Software. Non è consentito trasferire alcuno dei diritti concessi ai sensi del presente Contratto. Non è consentito effettuare reverse engineer, decompilare o disassemblare il Software, salvo nel caso in cui tale restrizione non sia espressamente consentita ai sensi della normativa applicabile. Non è consentito modificare né

creare opere derivate, parzialmente o interamente basate sul Software. Non è consentito copiare il Software o la Documentazione, salvo che nella misura espressamente consentita nel precedente Articolo 1. Non è consentito rimuovere eventuali indicazioni di proprietà o etichette presenti sul Software. La Network Associates si riserva tutti i diritti non espressamente indicati nel presente Contratto. Si riserva il diritto di eseguire controlli periodici, con preavviso scritto, per verificare il rispetto dei termini contenuti nel presente Contratto.

**6. Garanzia ed esclusione di garanzie.**

**a. Limitazione di Garanzia.** La Network Associates garantisce che, per un periodo di sessanta (60) giorni dalla data di acquisto, i supporti (ad esempio, i dischetti) nei quali è contenuto il Software saranno privi di difetti di materiale e di lavorazione.

**b. Azioni a tutela del Cliente.** La responsabilità esclusiva della Network Associates e dei suoi fornitori e l'unico rimedio per qualsiasi violazione della garanzia sarà, a scelta della Network Associates, o (i) la restituzione dell'eventuale somma pagata per l'acquisto della licenza oppure (ii) la sostituzione del supporto difettoso nel quale è contenuto il Software. Il supporto difettoso dovrà essere restituito alla Network Associates, con le spese a carico dell'utente, allegandovi la copia della ricevuta. La presente garanzia non è valida se il difetto è derivato da incidenti, uso errato od applicazione non corretta. I supporti forniti in sostituzione saranno coperti da garanzia per il restante periodo della garanzia originaria.

**c. Esclusione di garanzia.** Fatta esclusione per la limitazione di garanzia sopra esposta, IL SOFTWARE VIENE FORNITO "NELLO STATO IN CUI SI TROVA". NEI LIMITI MASSIMI CONSENTITI DALLA LEGGE VIGENTE, LA NETWORK ASSOCIATES NON FORNISCE ALCUNA GARANZIA, NÉ ESPRESSA NÉ IMPLICITA, COMPRESA A MERO TITOLO ESEMPLIFICATIVO LE GARANZIE IMPLICITE DI COMMERCIALIZZABILITÀ, IDONEITÀ AD USI SPECIFICI E NON VIOLAZIONE DI DIRITTI DI TERZI IN RELAZIONE AL SOFTWARE E ALLA DOCUMENTAZIONE. IL LICENZIATARIO SI ASSUME LA RESPONSABILITÀ DELLA SCELTA DEL SOFTWARE PER IL RAGGIUNGIMENTO DEGLI OBIETTIVI PREFISSATI, E PER L'INSTALLAZIONE, L'USO E I RISULTATI OTTENUTI DAL SOFTWARE. FATTO SALVO QUANTO SOPRA ESPOSTO, LA NETWORK ASSOCIATES NON GARANTISCE CHE IL SOFTWARE SARÀ ESENTI DA ERRORI, NON SOGGETTO AD INTERRUZIONI O A MALFUNZIONAMENTI O IN GRADO DI SODDISFARE REQUISITI SPECIFICI. LE DISPOSIZIONI CHE PRECEDONO SARANNO ATTUABILI NELLA MISURA MASSIMA CONSENTITA AI SENSI DI LEGGE.

**7. Limitazione di responsabilità.** IN NESSUN CASO E A PRESCINDERE DALLA INTERPRETAZIONE GIURIDICA, SIA DA UN PUNTO DI VISTA CONTRATTUALE, EXTRA CONTRATTUALE OD ALTRO, LA NETWORK ASSOCIATES ED I SUOI FORNITORI SARANNO RESPONSABILI NEI CONFRONTI DELL'UTENTE O DI TERZI PER QUALSIASI DANNO DI QUALSIASI TIPO, COMPRESI, A MERO TITOLO ESEMPLIFICATIVO, PERDITA DI AVVIAMENTO, INTERRUZIONE DELL'ATTIVITÀ, GUASTO O MALFUNZIONAMENTO DEL COMPUTER. IN NESSUN CASO LA RESPONSABILITÀ DELLA NETWORK ASSOCIATES IN CASO DI DANNI POTRÀ SUPERARE IL PREZZO DI LISTINO INDICATO PER L'ACQUISTO DI UNA LICENZA DEL SOFTWARE. LE DISPOSIZIONI CHE PRECEDONO SARANNO ATTUABILI NELLA MISURA MASSIMA CONSENTITA AI SENSI DI LEGGE.

**8. Controllo delle esportazioni.** Il Licenziatario è al corrente del fatto che i Prodotti sono soggetti alla Regolamentazione Amministrativa sulle Esportazioni degli Stati Uniti. Non è consentito esportare, importare o trasferire i Prodotti in contrasto con le leggi degli Stati Uniti od altre leggi applicabili, sia indirettamente che direttamente, o farlo fare da, indurre a farlo o comunque facilitare altri, quali agenti o qualsiasi terzo. Il Licenziatario afferma che nè lo United States Bureau of Export nè altra agenzia federale ha sospeso, revocato o negato i suoi privilegi di esportazione. Il Licenziatario acconsente a non utilizzare o trasferire i Prodotti per utilizzazioni finali relative a qualsiasi arma nucleare, chimica o biologica, o tecnologia missilistica, senza l'autorizzazione del Governo degli Stati Uniti a mezzo di regolamento o licenza specifica. Inoltre, il Licenziatario prende atto che i Prodotti sono soggetti alla regolamentazione sul controllo delle esportazioni nell'ambito dell'Unione Europea, e dichiara che questi saranno utilizzati esclusivamente per finalità civili (non militari). Le parti acconsentono ad una reciproca collaborazione con riguardo a qualsiasi domanda per le licenze ed autorizzazioni richieste, in ogni caso il Licenziatario prende atto che il confermarci a tutte le leggi di importazione ed esportazione è sua ultima responsabilità, e che Network Associates' non ha ulteriori responsabilità dopo la vendita iniziale nell'ambito della nazione originaria di vendita.

**9. Attività ad alto rischio.** Il prodotto non è a prova di guasto e non è stato concepito o realizzato per l'uso in ambienti pericolosi che richiedono prestazioni sicure, come, a mero titolo esemplificativo, nel caso di operazioni in centrali nucleari, per sistemi di conduzione di aeromobili o di comunicazione, dispositivi per il controllo del traffico aereo, apparecchiature salvavita, armamenti od altre applicazioni in cui eventuali problemi del software potrebbero causare decessi, lesioni personali o gravi danni fisici o materiali (collettivamente "Attività ad Alto Rischio"). La Network Associates non riconosce in modo specifico alcuna garanzia di idoneità, espressa o implicita, per le Attività ad Alto Rischio.

**10. Disposizioni generali.** Il presente Contratto è regolato dalle leggi degli Stati Uniti e dello Stato della California, ad esclusione i principi di diritto internazionale privato e processuale. E' espressamente esclusa l'applicabilità della Convenzione delle Nazioni Unite sui Contratti per la Vendita Internazionale di Beni. Il presente Contratto stabilisce tutti i diritti riconosciuti al licenziatario del Software e costituisce l'accordo completo tra le parti interessate. Network Associates' si riserva il diritto di effettuare controlli periodici sul Licenziatario per assicurarsi che nessun Software venga usato in violazione del presente Contratto. Durante le ore lavorative del Licenziatario e previa richiesta scritta, Network Associates' ha la facoltà di visitare il Licenziatario, il quale permetterà a Network Associates' od ai suoi rappresentanti di consultare qualsiasi documentazione relativa al Software. Il costo dei controlli sarà a carico di Network Associates', a meno che il controllo riveli una retribuzione insufficiente od una somma dovuta a Network Associates' di importo superiore al cinque per cento (5%) dell'iniziale corrispettivo per la licenza del Software, od in caso il Licenziatario utilizzi il Software in modo non autorizzato, nel qual caso il Licenziatario dovrà provvedere alle spese di controllo. Il presente Contratto prevale su ogni altra comunicazione in relazione al Software e alla Documentazione. Il presente Contratto può essere modificato solo mediante rettifica scritta, redatta da un rappresentante autorizzato della Network Associates. Non è possibile rinunciare ad alcuna clausola del presente Contratto, a meno che tale rinuncia non venga indicata per iscritto e sottoscritta da Network Associates o da un rappresentante autorizzato della Network Associates. L'eventuale riconoscimento di non validità di una delle clausole del presente Contratto non compromette in alcun modo la validità e l'applicabilità delle restanti clausole.

**11. CONTATTO PER I CLIENTI DELLA NETWORK ASSOCIATES.** In caso di domande su questioni relative ai termini e condizioni del presente Contratto, o se desiderate contattare la Network Associates per qualsiasi altro motivo, potete telefonare al 00800- 122- 55- 624 o +31 20 586 61 00, o scrivere a: Network Associates Srl, Italia, Centro Direzionale Summit, Palazzo D/ 1, Via Brescia 28, 20063 - Cernusco sul Naviglio (MI), Italia. <http://www.nai.com>.

AVVISO PER GLI UTENTI: LEGGERE ATTENTAMENTE IL SEGUENTE CONTRATTO (" CONTRATTO") PER LA LICENZA DEL SOFTWARE SPECIFICATO (" SOFTWARE") PRODOTTO DALLA NETWORK ASSOCIATES, INTERNATIONAL B.V. (" NETWORK ASSOCIATES"). LA SELEZIONE DEL PULSANTE DI ACCETTAZIONE O L'INSTALLAZIONE DEL SOFTWARE IMPLICA L'ACCETTAZIONE (DA PARTE DELL'UTENTE O DELLA SINGOLA ENTITÀ) DEI TERMINI E DELLE CONDIZIONI RIPORTATI NEL PRESENTE CONTRATTO. QUALORA NON SI ACCETTINO TUTTI I TERMINI CONTENUTI NEL PRESENTE CONTRATTO, SELEZIONARE L'APPOSITO PULSANTE INDICANTE CHE NON VENGONO ACCETTATI I TERMINI DEL PRESENTE CONTRATTO E NON PROCEDERE ALL'INSTALLAZIONE DEL SOFTWARE. (SE DEL CASO, IL PRODOTTO POTRÀ ESSERE RESTITUITO AL RIVENDITORE PER OTTENERNE IL RIMBORSO TOTALE.)

**1. Concessione di licenza.** La Network Associates conferisce il diritto non esclusivo e non trasferibile all'uso di una copia della versione specificata del Software e della documentazione allegata (la "Documentazione") previo pagamento dei relativi canoni di licenza. È possibile installare una sola copia del Software su un solo computer, una postazione di lavoro, un PDA (Personal Digital Assistant), un cercapersone, un "telefono intelligente" o un altro dispositivo elettronico per il quale è stato progettato il software (ciascuno un "Dispositivo del Cliente"). Se il Software viene concesso in licenza come parte di un pacchetto contenente più prodotti Software, la presente licenza sarà valida per tutti i prodotti Software specificati, fatte salve le eventuali restrizioni o condizioni d'uso indicate nei relativi listini o sulle confezioni dei singoli prodotti che si applicano a ciascuno di tali prodotti Software individualmente.

**a. Uso.** Il Software viene concesso in licenza come singolo prodotto; non potrà essere utilizzato su più di un Dispositivo del Cliente o da più di un utente alla volta, salvo quanto stabilito nel presente Articolo 1. Il Software è "in uso" su un Dispositivo del Cliente quando viene caricato nella memoria temporanea (RAM, Random Access Memory) od installato nella memoria permanente (ad esempio, disco rigido, CD-ROM o altro dispositivo di memorizzazione) del suddetto Dispositivo del Cliente. La presente licenza autorizza ad eseguire una sola copia del Software solo per scopi di backup e di archiviazione, purché la copia effettuata riporti tutte le indicazioni di proprietà del Software.

**b. Modalità server.** Il Software può essere utilizzato su un Dispositivo del Cliente come un server (" Server") in un ambiente multiutente o di rete (" Modalità Server") solo se tale uso è indicato nel listino apposto o sulla confezione del Software. È necessaria una licenza separata per ciascun Dispositivo del Cliente o postazione che possa connettersi al Server in qualsiasi momento, sia che tali Dispositivi del Cliente concessi in licenza o postazioni vi si colleghino contemporaneamente sia che accedano o utilizzino il Software. L'uso di software o hardware che riducono il numero di Dispositivi del Cliente o di postazioni in grado di accedere o utilizzare direttamente il Software (ad esempio, software o hardware di tipo "multiplexing" o "pooling") non implica la riduzione del numero di licenze richieste (es. il numero di licenze richieste dovrebbe corrispondere al numero di accessi separati al "front end" di software o hardware di tipo multiplexing o pooling). Se il numero di Dispositivi del Cliente o di postazioni che possono accedere al Software può superare il numero di licenze ottenute, allora sarà necessario disporre di un meccanismo in dotazione a garantire che l'uso del Software non superi i limiti specificati nella licenza ottenuta. La presente licenza autorizza ad effettuare o scaricare una copia della Documentazione per ogni Dispositivo del Cliente o postazione per cui è stata concessa la licenza, purché ogni copia riporti tutte le indicazioni di proprietà della Documentazione..

**c. Licenza di uso per volumi.** Se il Software viene concesso in licenza in base a termini di licenza per volumi specificati nell'apposita confezione del Software, sarà possibile effettuare, utilizzare ed installare tante copie supplementari del Software in base al numero di Dispositivi del Cliente quanto autorizza l'apposita licenza per volumi. Sarà necessario disporre di un meccanismo in dotazione a garantire che il numero di Dispositivi del Cliente su cui è stato installato il Software non superi il numero di licenze ottenute. La presente licenza autorizza ad effettuare o scaricare una copia della Documentazione per ciascuna copia supplementare autorizzata ai sensi della licenza per volume, purché ogni copia riporti tutte le indicazioni di proprietà della Documentazione.

**2. Durata.** Il presente Contratto sarà valido per un (1) anno salvo risoluzione anticipata secondo quanto di seguito previsto. Il presente Contratto verrà risolto automaticamente qualora non vengano rispettate le limitazioni e gli altri requisiti in esso specificati. Alla risoluzione o alla scadenza del presente Contratto, tutte le copie del Software e della Documentazione dovranno essere distrutte. Il presente contratto potrà essere risolto in qualsiasi momento distruggendo tutte le copie del Software e della Documentazione.

**3. Aggiornamenti.** Durante il periodo di validità del presente Contratto, questa licenza è limitata alla versione del Software consegnata da Network Associates e non include successive versioni, aggiornamenti, modifiche o revisioni, salvo il caso che un separato contratto di manutenzione sia stato stipulato. Se detto contratto è stato stipulato, e per il periodo specificato negli appositi listini applicabili al prodotto o nella confezione, vi è facoltà di scaricare revisioni o migliorie al Software nel momento in cui Network Associates li renderà disponibili tramite bulletin board system, sito web od altri servizi in rete. Allo spirare del periodo di tempo specificato vi è più facoltà di ricevere alcuna revisione o miglioria se non acquistando di una nuova licenza per il Software.

**4. Diritti di proprietà.** Il Software è protetto dalle leggi sul Diritto d'autore degli Stati Uniti e dalle previsioni dei trattati internazionali. Network Associates ed i propri fornitori possiedono e mantengono tutti i diritti, diritti di proprietà ed interessi sul Software, ivi compresi tutti i diritti d'autore, i brevetti, i segreti commerciale, marchi d'impresa ed altri diritti sulla proprietà intellettuale ad esso connessi. Il possesso, l'installazione o l'uso del Software non trasferisce alcun diritto di proprietà intellettuale sul Software, né conferisce altri diritti relativi al Software, salvo quanto espressamente stabilito nel presente Contratto. Su tutte le copie del Software e della Documentazione effettuate ai sensi della presente devono essere riportate le stesse indicazioni di proprietà che compaiono nel Software e nella Documentazione.

**5. Restrizioni.** Non è consentito vendere, noleggiare, concedere in licenza, prestare o in alcun altro modo trasferire, a titolo gratuito o oneroso, il Software. Non è consentito inoltre comunicare i risultati di alcun test eseguito sul Software a nessuna terza parte senza il previo consenso scritto di Network Associates. Il Cliente si obbliga a non permettere a nessun terzo (se non a terzi legati al Cliente da contratti contenenti obblighi di confidenzialità non meno stringenti di quelli previsti nel presente contratto) di usare il Programma concesso in Licenza in alcuna forma e acconsente di porre in essere ogni ragionevole sforzo per assicurarsi che nessun uso improprio o non autorizzato del Programma concesso in Licenza sia effettuato. Non è altresì possibile concedere a terzi la possibilità di trarre vantaggio dall'uso o dalle funzionalità del Software attraverso una operatività in condivisione, un uso in attività al pubblico od in altre modalità, salvo nella misura in cui tale uso sia espressamente indicato nel listino dei prezzi apposto o sulla confezione del Software. Non è consentito trasferire alcuno dei diritti concessi ai sensi del presente Contratto. E' consentito studiare, osservare o sottoporre a prova il funzionamento del Software al solo scopo di determinarne le idee ed i principi, solo qualora queste attività siano svolte durante le operazioni di caricamento,

visualizzazione, esecuzione, memorizzazione del Software. Non è consentito modificare né creare opere derivate, parzialmente o interamente basate sul Software. Non è consentito copiare il Software o la Documentazione, salvo che nella misura espressamente consentita nel precedente Articolo 1. Non è consentito rimuovere eventuali indicazioni di proprietà o etichette presenti sul Software. La Network Associates si riserva tutti i diritti non espressamente indicati nel presente Contratto. Si riserva il diritto di eseguire controlli periodici, con preavviso scritto, per verificare il rispetto dei termini contenuti nel presente Contratto.

#### **6. Garanzia ed esclusione di garanzie.**

- a. Limitazione di Garanzia.** La Network Associates garantisce per un periodo di sessanta (60) giorni dalla data di acquisto dei supporti (ad esempio, i dischetti) nei quali è contenuto il Software saranno privi di difetti di materiale e di lavorazione.
- b. Azioni a tutela del Cliente.** La responsabilità esclusiva della Network Associates e dei suoi fornitori e l'unico rimedio per qualsiasi violazione della garanzia sarà, a scelta della Network Associates, o (i) la restituzione dell'eventuale somma pagata per l'acquisto della licenza oppure (ii) la sostituzione del supporto difettoso nel quale è contenuto il Software. Il supporto difettoso dovrà essere restituito alla Network Associates, con le spese a carico dell'utente, allegandovi la copia della ricevuta. La presente garanzia non è valida se il difetto è derivato da incidenti, uso errato od applicazione non corretta. I supporti forniti in sostituzione saranno coperti da garanzia per il restante periodo della garanzia originaria. Al di fuori degli Stati Uniti, il presente rimedio non sarà disponibile nel caso in cui la Network Associates sia soggetta a restrizioni previste dalle leggi e regolamenti statunitensi relative al controllo delle esportazioni.
- c. Esclusione di garanzia.** Fatta esclusione per la limitazione di garanzia sopra esposta, IL SOFTWARE VIENE FORNITO "NELLO STATO IN CUI SI TROVA". NEI LIMITI MASSIMI CONSENTITI DALLA LEGGE VIGENTE, LA NETWORK ASSOCIATES NON FORNISCE ALCUNA GARANZIA, NÉ ESPRESSA NÉ IMPLICITA, COMPRESA A MERO TITOLO ESEMPLIFICATIVO LE GARANZIE IMPLICITE DI COMMERCIALIZZABILITÀ, IDONEITÀ AD USI SPECIFICI E NON VIOLAZIONE DI DIRITTI DI TERZI IN RELAZIONE AL SOFTWARE E ALLA DOCUMENTAZIONE. IL LICENZIATARIO SI ASSUME LA RESPONSABILITÀ DELLA SCELTA DEL SOFTWARE PER IL RAGGIUNGIMENTO DEGLI OBIETTIVI PREFISSATI, E PER L'INSTALLAZIONE, L'USO E I RISULTATI OTTENUTI DAL SOFTWARE. FATTO SALVO QUANTO SOPRA ESPOSTO, LA NETWORK ASSOCIATES NON GARANTISCE CHE IL SOFTWARE SARÀ ESENTE DA ERRORI, NON SOGGETTO AD INTERRUZIONI O A MALFUNZIONAMENTI O IN GRADO DI SODDISFARE REQUISITI SPECIFICI. ALCUNI STATI O GIURISDIZIONI NON CONSENTONO LIMITAZIONI DELLE GARANZIE IMPLICITE, NEL QUAL CASO LE LIMITAZIONI SOPRA ESPOSTE NON SARANNO APPLICABILI. Le disposizioni che precedono saranno attuabili nella misura massima consentita ai sensi di legge.

**7. Limitazione di responsabilità.** IN NESSUN CASO E A PRESCINDERE DALLA INTERPRETAZIONE GIURIDICA, SIA DA UN PUNTO DI VISTA CONTRATTUALE, EXTRA CONTRATTUALE OD ALTRO, LA NETWORK ASSOCIATES ED I SUOI FORNITORI SARANNO RESPONSABILI NEI CONFRONTI DELL'UTENTE O DI TERZI PER QUALSIASI DANNO INDIRETTO, SPECIALE, INCIDENTALE O CONSEGUENZIALE DI QUELSIASI TIPO COMPRESA MERO TITOLO ESEMPLIFICATIVO, PERDITA DI AVVIAMENTO, INTERRUZIONE DELL'ATTIVITÀ, GUASTO O MALFUNZIONAMENTO DEL COMPUTER, O PER ALTRI DANNI O PERDITE. IN NESSUN CASO LA RESPONSABILITÀ DELLA NETWORK ASSOCIATES IN CASO DI DANNI POTRÀ SUPERARE IL PREZZO DI LISTINO INDICATO PER L'ACQUISTO DI UNA LICENZA DEL SOFTWARE, ANCHE NEL CASO IN CUI LA NETWORK ASSOCIATES FOSSE STATA A CONOSCENZA DELL'EVENTUALITÀ DI TALI DANNI. LA PRESENTE LIMITAZIONE DI RESPONSABILITÀ NON È VALIDA IN CASO DI DECESSI O LESIONI PERSONALI NELLA MISURA IN CUI TALE LIMITAZIONE SIA ESPRESSAMENTE VIETATA DALLE LEGGI VIGENTI. INOLTRE, ALCUNI STATI O GIURISDIZIONI NON CONSENTONO L'ESCLUSIONE O LA LIMITAZIONE DI RESPONSABILITÀ PER DANNI INCIDENTALI O CONSEGUENZIALI, NEL QUAL CASO LE LIMITAZIONI OD ESCLUSIONI SOPRA ESPOSTE NON SARANNO APPLICABILI. Le disposizioni che precedono saranno attuabili nella misura massima consentita ai sensi di legge.

**8. Governo degli Stati Uniti.** Il Software e la Documentazione correlata sono rispettivamente considerati come "software commerciale per computer" e come "documentazione di software commerciale per computer" rispettivamente in base alla definizione delle Sezioni DFAR 227.7202 e FAR 12.212. Qualsiasi uso, modifica, riproduzione, aggiornamento, esecuzione, esibizione o divulgazione del Software da parte del Governo degli Stati Uniti sarà regolato esclusivamente in base ai termini contenuti nel presente Contratto e sarà vietato salvo che nella misura in cui sia espressamente permesso dai termini del presente Contratto.

**9. Controllo delle esportazioni.** È dato avviso che il Software è soggetto alle Norme dettate dall'Amministrazione competente sulle Esportazioni degli Stati Uniti. È vietato esportare, importare o trasferire il Software in violazione, sia diretta che indiretta, di leggi degli Stati Uniti o di altre leggi applicabili così come dar luogo a, approvare o facilitare in alcun modo sudette violazioni da parte di terzi. E' rappresentato da parte Vostra che ne l'Ufficio per l'Export degli Stati Uniti d'America ne alcun' altra autorità federale Via ha sospeso, revocato o negato facoltà di esportare. Vi obbligate a non usare o trasferire il Software al fine dell'utilizzo relativo ad armi nucleari, chimiche o biologiche o a tecnologie missilistiche se non dietro autorizzazione del Governo degli Stati Uniti in virtù di norme vigenti o specifiche autorizzazioni. Inoltre, prendete atto che il Software è soggetto a normative di controllo delle esportazioni nell'Unione Europea ed in questa sede dichiarate ed accettate che il Software non sarà usato per scopi diversi da quelli civili (non militari). Le parti concordano di cooperare reciprocamente in relazione alle richieste finalizzate a qualsiasi approvazione e licenza si renda necessaria ma, in ogni caso, è riconosciuto che è Vostra responsabilità adempiere alle normative sull'importazione e sull'esportazione e che Network Associates non ha responsabilità dopo la prima vendita nello stato ove essa è avvenuta in origine.

**10. Attività ad alto rischio.** Il prodotto non è a prova di guasto e non è stato concepito o realizzato per l'uso in ambienti pericolosi che richiedono prestazioni sicure, come, a mero titolo esemplificativo, nel caso di operazioni in centrali nucleari, per sistemi di conduzione di aeromobili o di comunicazione, dispositivi per il controllo del traffico aereo, apparecchiature salvavita, armamenti od altre applicazioni in cui eventuali problemi del software potrebbero causare decessi, lesioni personali o gravi danni fisici o materiali (collettivamente "Attività ad Alto Rischio"). La Network Associates non riconosce in modo specifico alcuna garanzia di idoneità, espressa o implicita, per le Attività ad Alto Rischio

**11. Disposizioni generali.** Il presente Contratto è regolato dalla legge del Paese Bassi. E' espressamente esclusa l'applicabilità della Convenzione delle Nazioni Unite sui Contratti per la Vendita Internazionale di Beni. Il presente Contratto stabilisce tutti i diritti riconosciuti al licenziatario del Software e costituisce l'accordo completo tra le parti interessate. Network Associates si riserva il diritto, tramite verifiche periodiche, di assicurarsi che non state utilizzando Software in violazione del presente Contratto. Durante il Vostro normale orario di ufficio e previo avviso scritto, Network Associates può visitarVi e Voi dovrete rendere disponibile a Network Associates o ai suoi

rappresentanti ogni documento relativo al Software. Il costo delle verifiche sarà interamente a carico di Network Associates salvo che tale verifica evidenzi un minore pagamento o un debito nei confronti di Network Associates superiore al cinque per cento (5%) del costo iniziale della licenza del Software o evidenzi che il Software è utilizzato in forme non autorizzate. In tali casi il costo della verifica sarà pagato da Voi. Il presente Contratto prevale su ogni altra comunicazione in relazione al Software e alla Documentazione. Il presente Contratto può essere modificato solo mediante rettifica scritta, redatta da un rappresentante autorizzato della Network Associates. Non è possibile rinunciare ad alcuna clausola del presente Contratto, a meno che tale rinuncia non venga indicata per iscritto e sottoscritta da Network Associates o da un rappresentante autorizzato della Network Associates. L'eventuale riconoscimento di non validità di una delle clausole del presente Contratto non compromette in alcun modo la validità e l'applicabilità delle restanti clausole. Le parti confermano di aver concordemente stabilito che il presente Contratto fosse redatto unicamente in lingua italiana.

**12. CONTATTO PER I CLIENTI DELLA NETWORK ASSOCIATES.** In caso di domande su questioni relative ai termini e condizioni del presente Contratto, o se desiderate contattare la Network Associates per qualsiasi altro motivo, potete telefonare al 00800- 122- 55- 624 o +31 20 586 61 00, o scrivere a: Network Associates Srl, Italia, Centro Direzionale Summit, Palazzo D/ 1, Via Brescia 28, 20063 - Cernusco sul Naviglio (MI), Italia. [http:// www.nai.com](http://www.nai.com).

N1-0301-IT-02

AVVISO PER GLI UTENTI: LEGGERE ATTENTAMENTE IL SEGUENTE CONTRATTO (" CONTRATTO") PER LA LICENZA DEL SOFTWARE SPECIFICATO (" SOFTWARE") PRODOTTO DALLA NETWORK ASSOCIATES, INTERNATIONAL B.V. (" NETWORK ASSOCIATES"). LA SELEZIONE DEL PULSANTE DI ACCETTAZIONE O L'INSTALLAZIONE DEL SOFTWARE IMPLICA L'ACCETTAZIONE (DA PARTE DELL'UTENTE O DELLA SINGOLA ENTITÀ) DEI TERMINI E DELLE CONDIZIONI RIPORTATI NEL PRESENTE CONTRATTO. QUALORA NON SI ACCETTINO TUTTI I TERMINI CONTENUTI NEL PRESENTE CONTRATTO, SELEZIONARE L'APPOSITO PULSANTE INDICANTE CHE NON VENGONO ACCETTATI I TERMINI DEL PRESENTE CONTRATTO E NON PROCEDERE ALL'INSTALLAZIONE DEL SOFTWARE. (SE DEL CASO, IL PRODOTTO POTRÀ ESSERE RESTITUITO AL RIVENDITORE PER OTTENERNE IL RIMBORSO TOTALE.)

**1. Concessione di licenza.** La Network Associates conferisce il diritto non esclusivo e non trasferibile all'uso di una copia della versione specificata del Software e della documentazione allegata (la "Documentazione") previo pagamento dei relativi canoni di licenza. È possibile installare una sola copia del Software su un solo computer, una postazione di lavoro, un PDA (Personal Digital Assistant), un cercapersone, un "telefono intelligente" o un altro dispositivo elettronico per il quale è stato progettato il software (ciascuno un "Dispositivo del Cliente"). Se il Software viene concesso in licenza come parte di un pacchetto contenente più prodotti Software, la presente licenza sarà valida per tutti i prodotti Software specificati, fatte salve le eventuali restrizioni o condizioni d'uso indicate nei relativi listini o sulle confezioni dei singoli prodotti che si applicano a ciascuno di tali prodotti Software individualmente.

**a. Uso.** Il Software viene concesso in licenza come singolo prodotto; non potrà essere utilizzato su più di un Dispositivo del Cliente o da più di un utente alla volta, salvo quanto stabilito nel presente Articolo 1. Il Software è "in uso" su un Dispositivo del Cliente quando viene caricato nella memoria temporanea (RAM, Random Access Memory) od installato nella memoria permanente (ad esempio, disco rigido, CD- ROM o altro dispositivo di memorizzazione) del suddetto Dispositivo del Cliente. La presente licenza autorizza ad eseguire una sola copia del Software solo per scopi di backup e di archiviazione, purché la copia effettuata riporti tutte le indicazioni di proprietà del Software.

**b. Modalità server.** Il Software può essere utilizzato su un Dispositivo del Cliente come un server (" Server") in un ambiente multiutente o di rete (" Modalità Server") solo se tale uso è indicato nel listino apposito o sulla confezione del Software. È necessaria una licenza separata per ciascun Dispositivo del Cliente o postazione che possa connettersi al Server in qualsiasi momento, sia che tali Dispositivi del Cliente concessi in licenza o postazioni vi si colleghino contemporaneamente sia che accedano o utilizzino il Software. L'uso di software o hardware che riducono il numero di Dispositivi del Cliente o di postazioni in grado di accedere o utilizzare direttamente il Software (ad esempio, software o hardware di tipo "multiplexing" o "pooling") non implica la riduzione del numero di licenze richieste (es. il numero di licenze richieste dovrebbe corrispondere al numero di accessi separati al "front end" di software o hardware di tipo multiplexing o pooling). Se il numero di Dispositivi del Cliente o di postazioni che possono accedere al Software può superare il numero di licenze ottenute, allora sarà necessario disporre di un meccanismo in dotazione a garantire che l'uso del Software non superi i limiti specificati nella licenza ottenuta. La presente licenza autorizza ad effettuare o scaricare una copia della Documentazione per ogni Dispositivo del Cliente o postazione per cui è stata concessa la licenza, purché ogni copia riporti tutte le indicazioni di proprietà della Documentazione.

**c. Licenza di uso per volumi.** Se il Software viene concesso in licenza in base a termini di licenza per volumi specificati nell'apposita confezione del Software, sarà possibile effettuare, utilizzare ed installare tante copie supplementari del Software in base al numero di Dispositivi del Cliente quanto autorizza l'apposita licenza per volumi. Sarà necessario disporre di un meccanismo in dotazione a garantire che il numero di Dispositivi del Cliente su cui è stato installato il Software non superi il numero di licenze ottenute. La presente licenza autorizza ad effettuare o scaricare una copia della Documentazione per ciascuna copia supplementare autorizzata ai sensi della licenza per volume, purché ogni copia riporti tutte le indicazioni di proprietà della Documentazione.

**2. Durata.** Il presente Contratto sarà valido per due (2) anni salvo risoluzione anticipata secondo quanto di seguito previsto. Il presente Contratto verrà risolto automaticamente qualora non vengano rispettate le limitazioni e gli altri requisiti in esso specificati. Alla risoluzione o alla scadenza del presente Contratto, tutte le copie del Software e della Documentazione dovranno essere distrutte. Il presente contratto potrà essere risolto in qualsiasi momento distruggendo tutte le copie del Software e della Documentazione.

**3. Aggiornamenti.** Durante il periodo di validità del presente Contratto, questa licenza è limitata alla versione del Software consegnata da Network Associates e non include successive versioni, aggiornamenti, modifiche o revisioni, salvo il caso che un separato contratto di manutenzione sia stato stipulato. Se detto contratto è stato stipulato, e per il periodo specificato negli appositi listini applicabili al prodotto o nella confezione, vi è facoltà di scaricare revisioni o migliorie al Software nel momento in cui Network Associates li renderà disponibili tramite bulletin board system, sito web od altri servizi in rete. Allo spirare del periodo di tempo specificato vi è più facoltà di ricevere alcuna revisione o miglioria se non acquistando di una nuova licenza per il Software.

**4. Diritti di proprietà.** Il Software è protetto dalle leggi sul Diritto d'autore degli Stati Uniti e dalle previsioni dei trattati internazionali. Network Associates ed i propri fornitori possiedono e mantengono tutti i diritti, diritti di proprietà ed interessi sul Software, ivi compresi tutti i diritti d'autore, i brevetti, i segreti commerciale, marchi d'impresa ed altri diritti sulla proprietà intellettuale ad esso connessi. Il possesso, l'installazione o l'uso del Software non trasferisce alcun diritto di proprietà intellettuale sul Software, né conferisce altri diritti relativi al Software, salvo quanto espressamente stabilito nel presente Contratto. Su tutte le copie del Software e della Documentazione effettuate ai sensi della presente devono essere riportate le stesse indicazioni di proprietà che compaiono nel Software e nella Documentazione.

**5. Restrizioni.** Non è consentito vendere, noleggiare, concedere in licenza, prestare o in alcun altro modo trasferire, a titolo gratuito o oneroso, il Software. Non è consentito inoltre comunicare i risultati di alcun test eseguito sul Software a nessuna terza parte senza il previo consenso scritto di Network Associates. Il Cliente si obbliga a non permettere a nessun terzo (se non a terzi legati al Cliente da contratti contenenti obblighi di confidenzialità non meno stringenti di quelli previsti nel presente contratto) di usare il Programma concesso in Licenza in alcuna forma e acconsente di porre in essere ogni ragionevole sforzo per assicurarsi che nessun uso improprio o non autorizzato del Programma concesso in Licenza sia effettuato. Non è altresì possibile concedere a terzi la possibilità di trarre vantaggio dall'uso o dalle funzionalità del Software attraverso una operatività in condivisione, un uso in attività al pubblico od in altre modalità, salvo nella misura in cui tale uso sia espressamente indicato nel listino dei prezzi apposito o sulla confezione del Software. Non è consentito trasferire alcuno dei diritti concessi ai sensi del presente Contratto. È consentito studiare, osservare o sottoporre a prova il funzionamento del Software al solo scopo di determinarne le idee ed i principi, solo qualora queste attività siano svolte durante le operazioni di caricamento,

visualizzazione, esecuzione, memorizzazione del Software. Non è consentito modificare né creare opere derivate, parzialmente o interamente basate sul Software. Non è consentito copiare il Software o la Documentazione, salvo che nella misura espressamente consentita nel precedente Articolo 1. Non è consentito rimuovere eventuali indicazioni di proprietà o etichette presenti sul Software. La Network Associates si riserva tutti i diritti non espressamente indicati nel presente Contratto. Si riserva il diritto di eseguire controlli periodici, con preavviso scritto, per verificare il rispetto dei termini contenuti nel presente Contratto.

#### **6. Garanzia ed esclusione di garanzie.**

- a. Limitazione di Garanzia.** La Network Associates garantisce per un periodo di sessanta (60) giorni dalla data di acquisto che i supporti (ad esempio, i dischetti) nei quali è contenuto il Software saranno privi di difetti di materiale e di lavorazione.
- b. Azioni a tutela del Cliente.** La responsabilità esclusiva della Network Associates e dei suoi fornitori e l'unico rimedio per qualsiasi violazione della garanzia sarà, a scelta della Network Associates, o (i) la restituzione dell'eventuale somma pagata per l'acquisto della licenza oppure (ii) la sostituzione del supporto difettoso nel quale è contenuto il Software. Il supporto difettoso dovrà essere restituito alla Network Associates, con le spese a carico dell'utente, allegandovi la copia della ricevuta. La presente garanzia non è valida se il difetto è derivato da incidenti, uso errato od applicazione non corretta. I supporti forniti in sostituzione saranno coperti da garanzia per il restante periodo della garanzia originaria. Al di fuori degli Stati Uniti, il presente rimedio non sarà disponibile nel caso in cui la Network Associates sia soggetta a restrizioni previste dalle leggi e regolamenti statunitensi relative al controllo delle esportazioni.
- c. Esclusione di garanzia.** Fatta esclusione per la limitazione di garanzia sopra esposta, IL SOFTWARE VIENE FORNITO "NELLO STATO IN CUI SI TROVA". NEI LIMITI MASSIMI CONSENTITI DALLA LEGGE VIGENTE, LA NETWORK ASSOCIATES NON FORNISCE ALCUNA GARANZIA, NÉ ESPRESSA NÉ IMPLICITA, COMPRESA A MERO TITOLO ESEMPLIFICATIVO LE GARANZIE IMPLICITE DI COMMERCIALIZZABILITÀ, IDONEITÀ AD USI SPECIFICI E NON VIOLAZIONE DI DIRITTI DI TERZI IN RELAZIONE AL SOFTWARE E ALLA DOCUMENTAZIONE. IL LICENZIATARIO SI ASSUME LA RESPONSABILITÀ DELLA SCELTA DEL SOFTWARE PER IL RAGGIUNGIMENTO DEGLI OBIETTIVI PREFISSATI, E PER L'INSTALLAZIONE, L'USO E I RISULTATI OTTENUTI DAL SOFTWARE. FATTO SALVO QUANTO SOPRA ESPOSTO, LA NETWORK ASSOCIATES NON GARANTISCE CHE IL SOFTWARE SARÀ ESENTE DA ERRORI, NON SOGGETTO AD INTERRUZIONI O A MALFUNZIONAMENTI O IN GRADO DI SODDISFARE REQUISITI SPECIFICI. ALCUNI STATI O GIURISDIZIONI NON CONSENTONO LIMITAZIONI DELLE GARANZIE IMPLICITE, NEL QUAL CASO LE LIMITAZIONI SOPRA ESPOSTE NON SARANNO APPLICABILI. Le disposizioni che precedono saranno attuabili nella misura massima consentita ai sensi di legge.

**7. Limitazione di responsabilità.** IN NESSUN CASO E A PRESCINDERE DALLA INTERPRETAZIONE GIURIDICA, SIA DA UN PUNTO DI VISTA CONTRATTUALE, EXTRA CONTRATTUALE OD ALTRO, LA NETWORK ASSOCIATES ED I SUOI FORNITORI SARANNO RESPONSABILI NEI CONFRONTI DELL'UTENTE O DI TERZI PER QUALSIASI DANNO INDIRETTO, SPECIALE, INCIDENTALE O CONSEGUENZIALE DI QUALSIASI TIPO COMPRESA MERO TITOLO ESEMPLIFICATIVO, PERDITA DI AVVIAMENTO, INTERRUZIONE DELL'ATTIVITÀ, GUASTO O MALFUNZIONAMENTO DEL COMPUTER, O PER ALTRI DANNI O PERDITE. IN NESSUN CASO LA RESPONSABILITÀ DELLA NETWORK ASSOCIATES IN CASO DI DANNI POTRÀ SUPERARE IL PREZZO DI LISTINO INDICATO PER L'ACQUISTO DI UNA LICENZA DEL SOFTWARE, ANCHE NEL CASO IN CUI LA NETWORK ASSOCIATES FOSSE STATA A CONOSCENZA DELL'EVENTUALITÀ DI TALI DANNI. LA PRESENTE LIMITAZIONE DI RESPONSABILITÀ NON È VALIDA IN CASO DI DECESSI O LESIONI PERSONALI NELLA MISURA IN CUI TALE LIMITAZIONE SIA ESPRESSAMENTE VIETATA DALLE LEGGI VIGENTI. INOLTRE, ALCUNI STATI O GIURISDIZIONI NON CONSENTONO L'ESCLUSIONE O LA LIMITAZIONE DI RESPONSABILITÀ PER DANNI INCIDENTALI O CONSEGUENZIALI, NEL QUAL CASO LE LIMITAZIONI OD ESCLUSIONI SOPRA ESPOSTE NON SARANNO APPLICABILI. Le disposizioni che precedono saranno attuabili nella misura massima consentita ai sensi di legge.

**8. Governo degli Stati Uniti.** Il Software e la Documentazione correlata sono rispettivamente considerati come "software commerciale per computer" e come "documentazione di software commerciale per computer" rispettivamente in base alla definizione delle Sezioni DFAR 227.7202 e FAR 12.212. Qualsiasi uso, modifica, riproduzione, aggiornamento, esecuzione, esibizione o divulgazione del Software da parte del Governo degli Stati Uniti sarà regolato esclusivamente in base ai termini contenuti nel presente Contratto e sarà vietato salvo che nella misura in cui sia espressamente permesso dai termini del presente Contratto.

**9. Controllo delle esportazioni.** È dato avviso che il Software è soggetto alle Norme dettate dall'Amministrazione competente sulle Esportazioni degli Stati Uniti. È vietato esportare, importare o trasferire il Software in violazione, sia diretta che indiretta, di leggi degli Stati Uniti o di altre leggi applicabili così come dar luogo a, approvare o facilitare in alcun modo sudette violazioni da parte di terzi. È rappresentato da parte Vostra che ne' l'Ufficio per l'Export degli Stati Uniti d'America ne alcun' altra autorità federale Via ha sospeso, revocato o negato facoltà di esportare. Vi obbligate a non usare o trasferire il Software al fine dell'utilizzo relativo ad armi nucleari, chimiche o biologiche o a tecnologie missilistiche se non dietro autorizzazione del Governo degli Stati Uniti in virtù di norme vigenti o specifiche autorizzazioni. Inoltre, prendete atto che il Software è soggetto a normative di controllo delle esportazioni nell'Unione Europea ed in questa sede dichiarate ed accettate che il Software non sarà usato per scopi diversi da quelli civili (non militari). Le parti concordano di cooperare reciprocamente in relazione alle richieste finalizzate a qualsiasi approvazione e licenza si renda necessaria ma, in ogni caso, è riconosciuto che è Vostra responsabilità adempiere alle normative sull'importazione e sull'esportazione e che Network Associates non ha responsabilità dopo la prima vendita nello stato ove essa è avvenuta in origine.

**10. Attività ad alto rischio.** Il prodotto non è a prova di guasto e non è stato concepito o realizzato per l'uso in ambienti pericolosi che richiedono prestazioni sicure, come, a mero titolo esemplificativo, nel caso di operazioni in centrali nucleari, per sistemi di conduzione di aeromobili o di comunicazione, dispositivi per il controllo del traffico aereo, apparecchiature salvavita, armamenti od altre applicazioni in cui eventuali problemi del software potrebbero causare decessi, lesioni personali o gravi danni fisici o materiali (collettivamente "Attività ad Alto Rischio"). La Network Associates non riconosce in modo specifico alcuna garanzia di idoneità, espressa o implicita, per le Attività ad Alto Rischio

**11. Disposizioni generali.** Il presente Contratto è regolato dalla legge del Paese Bassi. E' espressamente esclusa l'applicabilità della Convenzione delle Nazioni Unite sui Contratti per la Vendita Internazionale di Beni. Il presente Contratto stabilisce tutti i diritti riconosciuti al licenziatario del Software e costituisce l'accordo completo tra le parti interessate. Network Associates si riserva il diritto, tramite verifiche periodiche, di assicurarsi che non state utilizzando Software in violazione del presente Contratto. Durante il Vostro normale orario di ufficio e previo avviso scritto, Network Associates può visitarVi e Voi dovrete rendere disponibile a Network Associates o ai suoi

rappresentanti ogni documento relativo al Software. Il costo delle verifiche sarà interamente a carico di Network Associates salvo che tale verifica evidenzi un minore pagamento o un debito nei confronti di Network Associates superiore al cinque per cento (5%) del costo iniziale della licenza del Software o evidenzi che il Software è utilizzato in forme non autorizzate. In tali casi il costo della verifica sarà pagato da Voi. Il presente Contratto prevale su ogni altra comunicazione in relazione al Software e alla Documentazione. Il presente Contratto può essere modificato solo mediante rettifica scritta, redatta da un rappresentante autorizzato della Network Associates. Non è possibile rinunciare ad alcuna clausola del presente Contratto, a meno che tale rinuncia non venga indicata per iscritto e sottoscritta da Network Associates o da un rappresentante autorizzato della Network Associates. L'eventuale riconoscimento di non validità di una delle clausole del presente Contratto non compromette in alcun modo la validità e l'applicabilità delle restanti clausole. Le parti confermano di aver concordemente stabilito che il presente Contratto fosse redatto unicamente in lingua italiana.

**12. CONTATTO PER I CLIENTI DELLA NETWORK ASSOCIATES.** In caso di domande su questioni relative ai termini e condizioni del presente Contratto, o se desiderate contattare la Network Associates per qualsiasi altro motivo, potete telefonare al 00800- 122- 55- 624 o +31 20 586 61 00, o scrivere a: Network Associates Srl, Italia, Centro Direzionale Summit, Palazzo D/ 1, Via Brescia 28, 20063 - Cernusco sul Naviglio (MI), Italia. [http:// www.nai.com](http://www.nai.com).

N2-0301-IT-02

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**a. Gebruik.** De Software wordt gelicentieerd als een afzonderlijk product. De Software mag niet op meer dan één Client-apparaat of door meer dan één gebruiker tegelijk worden gebruikt, behoudens het bepaalde in het onderhavige artikel 1. De Software is "in gebruik" op een Client-apparaat wanneer deze in het tijdelijke geheugen (d.w.z. het RAM-geheugen) is geladen of in het permanente geheugen (zoals een harde schijf, een CD-ROM of een ander opslagmedium) van het betreffende Client-apparaat is geïnstalleerd. Deze licentie verleent u het recht om enkel en alleen voor back-up doeleinden of ter bewaring in een archief één kopie van de Software te maken, mits de gemaakte kopie alle eigendomsvermeldingen van de Software bevat.

**b. Server-modus.** U mag de Software op een Client-apparaat gebruiken als een server ("Server") binnen een omgeving met meerdere gebruikers dan wel een netwerkomgeving ("Server-modus") indien een dergelijk gebruik op de toepasselijke prijslijst of de productverpakking voor de Software wordt toegestaan. Voor elk Client-apparaat of elke "werkplek" van waaraf een verbinding met de Server tot stand kan worden gebracht, is een afzonderlijke licentie nodig, ongeacht of dergelijke gelicentieerde Client-apparaten of werkplekken gelijktijdig zijn verbonden met, toegang hebben tot of gebruik maken van de Software. Het gebruik van software of hardware waarmee het aantal Client-apparaten of werkplekken wordt verminderd van waaraf of waaruit rechtstreeks toegang tot de Software kan worden verkregen of gebruik van de Software kan worden gemaakt (zoals "multiplexing"- of "pooling"-software of -hardware), zal het vereiste aantal licenties niet verminderen (d.w.z. het benodigde aantal licenties is in dergelijke gevallen gelijk aan het aantal afzonderlijke ingangen tot de "front end" van de multiplexing- of pooling-software of -hardware). Indien het aantal Client-apparaten of werkplekken van waaraf of waaruit verbinding met de Software kan worden gemaakt, het door u verkregen aantal licenties kan overtreffen, dient u met een redelijk mechanisme te voorkomen dat uw gebruik van de Software de gebruiksbeperkingen met betrekking tot de door u verkregen licenties overschrijdt. Deze licentie verleent u het recht voor elk Client-apparaat of elke werkplek waarvoor u een licentie heeft afgenomen, één kopie van de Documentatie te maken of te downloaden, op voorwaarde dat elke kopie alle oorspronkelijke eigendomsvermeldingen van de Documentatie bevat.

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**3. Updates.** Het gebruiksrecht in de onderhavige Overeenkomst is beperkt tot de versie van de Software die door Network Associates aan u is geleverd en omvat niet opvolgende versies, updates, upgrades, aanpassingen of herzieningen, tenzij een afzonderlijke onderhoudsovereenkomst is aangegaan. Indien u een dergelijke onderhoudsovereenkomst bent aangegaan, bent u gerechtigd, gedurende de periode die op de toepasselijke prijslijst voor de Software is gespecificeerd, herzieningen of updates van de Software te downloaden wanneer en zoals deze door Network Associates via haar elektronische bulletin board systeem (BBS), website of andere on-line dienst beschikbaar worden gesteld. Na afloop van de gespecificeerde periode heeft u geen verdere rechten om herzieningen of upgrades te ontvangen zonder een nieuwe licentie voor de Software af te nemen.

**4. Eigendomsrechten.** De Software wordt beschermd door de auteurswetten van de Verenigde Staten en door internationale verdragsbepalingen. Network Associates en de leveranciers van Network Associates bezitten en behouden alle rechten, aanspraken en belangen in en met betrekking tot de Software, waaronder alle hierop rustende auteursrechten, octrooirechten, merkrechten en andere intellectuele eigendomsrechten. Door uw bezit, installatie of gebruik van de Software wordt geen enkel intellectueel eigendomsrecht of aanspraak daarop met betrekking tot de Software aan u overgedragen en u verkrijgt met betrekking tot de Software uitsluitend de rechten die uitdrukkelijk in deze Overeenkomst worden vermeld. Alle kopieën van de Software en Documentatie die op grond van de onderhavige Overeenkomst zijn of worden gemaakt, dienen dezelfde eigendomsvermeldingen als de oorspronkelijke Software en Documentatie te bevatten.

**5. Beperkingen.** U mag de Software niet, tegen vergoeding of anderszins, verkopen, leasen, licentiëren, verhuren, uitlenen of anderszins overdragen. U zult de resultaten van enige vergelijkende test ("benchmark test") die u met betrekking tot de Software verricht niet aan derden openbaren zonder de voorafgaande schriftelijke toestemming van Network Associates. U stemt ermee in dat u aan geen enkele derde (behalve aan derden met wie u een overeenkomst bent aangegaan waarin net zulke restrictieve voorwaarden omtrent niet-openbaarmaking van de Software zijn opgenomen als hierin staan vermeld) het gebruik van de Software in welke vorm dan ook zult

toestaan en dat u zich alle redelijke inspanningen zal getroosten om te waarborgen dat geen onbehoorlijke of niet toegestane gebruik van de Software wordt gemaakt. U mag derden niet op basis van een timestharing-, servicebureau- of ander arrangement van het gebruik of de functionaliteit van de Software laten meeprofiteren, behalve voorzover een dergelijk gebruik in de toepasselijke prijslijst of productverpakking voor de Software wordt toegestaan. U mag geen van de rechten die u onder deze Overeenkomst zijn verleend, overdragen. U mag de Software niet reverse engineeren, decompileren of disassembleren, behalve indien en voorzover het toepasselijk recht een dergelijke beperking uitdrukkelijk verbiedt. De informatie omtrent de interface die benodigd is voor het bewerkstelligen van interoperabiliteit van de Software met andere, onafhankelijk ontwikkelde computerprogramma's zal op verzoek door Network Associates worden verschaft en tegen betaling van de redelijke kosten voor Network Associates voor het verschaffen van die informatie. Het is niet toegestaan de Software of delen hiervan te wijzigen of op basis van de Software of delen daarvan afgeleide werken te creëren. U mag de Software of Documentatie niet kopiëren, behalve voorzover zulks in artikel 1 van deze Overeenkomst uitdrukkelijk wordt toegestaan. U mag geen van de eigendomsvermeldingen of labels in of op de Software verwijderen. Network Associates behoudt zich alle rechten voor die niet uitdrukkelijk in de onderhavige Overeenkomst worden vermeld.

## 6. Garantie bepalingen en Beperking.

**a. Beperkte garantie.** Network Associates garandeert dat gedurende een periode van zestig (60) dagen na de oorspronkelijke aanschafdatum de media (bijv. de diskettes), waarop de Software is opgeslagen, vrij zullen zijn van gebreken in materiaal en vakmanschap.

**b. Remedies van de klant.** In geval van een inbreuk op de bovenvermelde garantie zijn Network Associates en de leveranciers van Network Associates uitsluitend gehouden tot, en bestaat uw enige recht uit, zulks ter keuze van McAfee, (i) restitutie van de prijs die u voor de licentie heeft betaald, dan wel (ii) vervanging van de defecte media waarop de Software is opgeslagen. U dient de defecte media voor eigen rekening en samen met een kopie van de aanschafbon van Network Associates te retourneren. Deze beperkte garantie is niet van toepassing als het defect is veroorzaakt door een ongeluk, misbruik of verkeerde toepassing. Eventuele vervangende media worden gegarandeerd voor het restant van de oorspronkelijke garantieperiode. Buiten de Verenigde Staten is deze remedie niet beschikbaar voorzover Network Associates onderworpen is aan beperkingen op grond van de exportbepalingen van de Verenigde Staten.

**c. Uitsluiting van Garantie.** Afgezien van de bovengenoemde beperkte garantie wordt de Software geleverd in de staat waarin deze zich bevindt ("as is"). Voorzover toegestaan onder het toepasselijk recht verstrekt Network Associates terzake van de Software en bijbehorende Documentatie geen enkele uitdrukkelijke of impliciete garantie. U draagt zelf de verantwoordelijkheid voor de selectie van de Software voor het bereiken van de door u beoogde resultaten, evenals voor de installatie en het gebruik van de Software, alsook voor de resultaten die met de Software worden behaald. Zonder af te doen aan de voorgaande bepalingen, garandeert Network Associates niet dat de Software vrij van fouten, onderbrekingen of andere storingen zal zijn, noch dat de Software aan uw vereisten zal voldoen.

**7. Aansprakelijkheidsbeperking.** Onder geen enkele omstandigheid en op grond van geen enkele juridische grondslag, zij het onrechtmatige daad, overeenkomst of een andere grondslag, zullen Network Associates of de leveranciers van Network Associates jegens u of enig andere persoon aansprakelijk zijn voor enige indirecte schade of gevolgschade, met inbegrip van schade als gevolg van verlies aan goodwill, werkonderbreking, computerdefecten of -storingen, noch voor enige andere schade of verliezen. In geen geval is Network Associates aansprakelijk voor enige schade uitstijgend boven de catalogusprijs die Network Associates voor een licentie op de Software in rekening brengt, zelfs indien Network Associates op de hoogte was gesteld van de mogelijkheid van dergelijke schade. Deze aansprakelijkheidsbeperking is niet van toepassing op de aansprakelijkheid voor dood of lichamelijk letsel indien en voorzover het toepasselijk recht een dergelijke beperking verbiedt.

**8. Overheid van de Verenigde Staten.** De Software en bijbehorende Documentatie worden aangemerkt als, respectievelijk, "commerciële computersoftware" en "commerciële computersoftware documentatie" als bedoeld in respectievelijk DFAR Onderdeel 227.7202 en FAR Onderdeel 12.212. Het gebruik, de aanpassing, reproductie, vrijgave, uitvoering, weergave of openbaarmaking van de Software en bijbehorende Documentatie door de overheid van de Verenigde Staten wordt uitsluitend beheerst door de bepalingen van de onderhavige Overeenkomst en is verboden behalve voorzover onder de bepalingen van deze Overeenkomst uitdrukkelijk toegestaan.

**9. Exportbepalingen.** Uw bent ervan op de hoogte gesteld dat de Software en Documentatie (de "Producten") onderworpen zijn aan exportregelingen van de Verenigde Staten (de "U.S. Export Administration Regulations"). U zult de Producten, noch direct, noch indirect, exporteren, importeren of doorvoeren in strijd met de wetgeving van de Verenigde Staten of andere toepasselijke wetgeving, noch anderen, zoals agenten of andere derde partijen, faciliteren bij een dergelijke export, import of doorvoer. U verklaart en staat ervoor in dat uw exportprivileges niet zijn opgeschort, ingetrokken of geweigerd door het Bureau voor Exportadministratie van de Verenigde Staten (de "United States Bureau of Export Administration") of door enig ander federaal bureau. U stemt ermee in de Producten niet te zullen gebruiken of over te dragen voor eindgebruik met betrekking tot nucleaire, chemische of biologische wapens of rakettechnologie tenzij met autorisatie van de overheid van de Verenigde Staten ingevolge een regulering of specifieke vergunning. Voorts erkent u dat de Producten zijn onderworpen aan de regels met betrekking tot exportcontrole in de Europese Unie en verklaart u en stemt u ermee in dat de Producten niet voor enig ander gebruik zullen worden aangewend dan voor civiele (niet-militaire) doeleinden. U en Network Associates komen overeen met elkaar samen te zullen werken met betrekking tot het verkrijgen van eventueel benodigde vergunningen of toestemmingen, maar u erkent dat het uw eindverantwoordelijkheid is om alle export- en importregels in acht te nemen en dat Network Associates geen verdere verantwoordelijkheid draagt na de oorspronkelijke levering aan u in het oorspronkelijke land van aanschaf.

**10. Hoge Risico Activiteiten.** De Software is niet foutbestendig en is niet ontworpen of bedoeld voor gebruik in risico-omgevingen die foutloze prestaties vereisen, met inbegrip van maar niet beperkt tot de bediening van nucleaire installaties, in luchtvaartnavigatie- of -communicatiesystemen, bij de luchtverkeerscontrole, bij wapensystemen, bij machines die vitale lichaamsfuncties instandhouden, of bij andere toepassingen waarbij het falen van de Software rechtstreeks kan leiden tot de dood, lichamelijk letsel, ernstige fysieke of materiële schade (samen aangeduid als "Hoge Risico Activiteiten"). Network Associates wijst elke uitdrukkelijke of impliciete garantie van geschiktheid voor Hoge Risico Activiteiten af.

**11. Diversen.** Deze Overeenkomst wordt beheerst door het Nederlands recht. De toepasselijkheid van het Weens Koopverdrag is uitdrukkelijk uitgesloten. Deze Overeenkomst geeft alle rechten weer van de gebruiker van de Software en vormt de volledige overeenkomst tussen de betrokken partijen. Network Associates behoudt zich het recht voor periodiek controles (een "audit") bij u te houden om te

verifiëren dat u de Software niet in strijd met deze Overeenkomst gebruikt. Gedurende uw normale werkuren en na voorafgaande schriftelijke kennisgeving kan Network Associates u bezoeken en zult u alle gegevens met betrekking tot de Software aan Network Associates of aan de vertegenwoordigers van Network Associates beschikbaar stellen. De kosten van een dergelijke audit zullen uitsluitend door Network Associates worden gedragen, tenzij uit een audit blijkt dat sprake is van een onderbetaling of van een aan Network Associates verschuldigd bedrag van meer dan vijf procent (5%) van de initiële licentievergoeding voor de Software of dat u de Software gebruikt op niet-toegestane wijze, in welke gevallen u de kosten van de audit zult betalen. Deze Overeenkomst vervangt alle andere afspraken en mededelingen met betrekking tot de Software en Documentatie. Deze Overeenkomst mag uitsluitend worden gewijzigd door een schriftelijk addendum uitgevaardigd door een terzake bevoegde vertegenwoordiger van Network Associates. Van geen van de bepalingen in deze Overeenkomst wordt geacht afstand te zijn gedaan, tenzij een dergelijke afstandneming blijkt uit een schriftelijke en door Network Associates of een bevoegde vertegenwoordiger van Network Associates ondertekende verklaring. Als een bepaling van deze Overeenkomst nietig wordt geoordeeld of wordt vernietigd, zullen de overige bepalingen van deze Overeenkomst volledig van kracht blijven. De betrokken partijen bevestigen dat deze Overeenkomst conform hun wens in de Nederlandse taal is opgesteld.

**12. CONTACT MET NETWORK ASSOCIATES.** Als u vragen heeft met betrekking tot de onderhavige voorwaarden en bepalingen of om een andere reden met Network Associates in contact wilt treden, kunt u ons bellen op het nummer 0800-6389277 of 31(0)20-586 61 00, of schrijven op het volgende adres: Network Associates International B.V., Gatwickstraat 25, 1043 GL Amsterdam, Nederland. U vindt onze internet website onder <http://www.nai.com>.

NP-0301-NL-02

KENNISGEVING AAN ALLE GEBRUIKERS: LEES DE VOLGENDE JURIDISCHE OVEREENKOMST ("OVEREENKOMST") INZAKE DE LICENTIERING VAN DIT SOFTWAREPRODUCT ("SOFTWARE") DOOR NETWORK ASSOCIATES INTERNATIONAL B.V. ("NETWORK ASSOCIATES") AANDACHTIG DOOR. DOOR OP DE KNOOP "ACCEPTEREN" TE KLIKKEN OF DE SOFTWARE TE INSTALLEREN, STEMT U (ALS INDIVIDU OF AFZONDERLIJKE ENTITEIT) ERMEE IN GEBONDEN TE WORDEN DOOR EN PARTIJ TE WORDEN IN DE ONDERHAVIGE OVEREENKOMST. ALS U HET NIET EENS BENT MET ALLE VOORWAARDEN VAN DEZE OVEREENKOMST, CLIK DAN OP DE KNOOP DIE AANGEEFT DAT U DE VOORWAARDEN NIET AANVAART EN INSTALLEER DE SOFTWARE NIET. (INDIEN VAN TOEPASSING, KUNT U DE SOFTWARE RETOURNEREN AAN DE LEVERANCIER TEGEN EEN VOLLEDIGE RESTITUTIE VAN DE AANSCHAFPRIJS.)

**1. Licentieverlening.** Op voorwaarde dat u de toepasselijke licentievergoedingen betaalt, verleent Network Associates u hierbij een niet-exclusief en niet-overdraagbaar recht om één exemplaar van de gespecificeerde versie van de Software en de bijbehorende documentatie (de "Documentatie") in overeenstemming met de voorwaarden van deze Overeenkomst te gebruiken. U mag één exemplaar van de Software installeren op één computer, werkstation, personal digital assistant, pager, "smart phone" of ander elektronisch apparaat waarvoor de Software is ontworpen (al deze apparaten worden hierna als "Cliënt-apparaat" aangeduid). Indien de Software meerdere gespecificeerde softwareproducten omvat, geldt deze Overeenkomst voor al deze gespecificeerde softwareproducten. Daarnaast zijn op elk van deze softwareproducten afzonderlijk eventuele op de toepasselijke prijslijst of productverpakking vermelde verdere beperkingen of gebruiksvoorwaarden van toepassing.

**a. Gebruik.** De Software wordt gelicentieerd als een afzonderlijk product. De Software mag niet op meer dan één Cliënt-apparaat of door meer dan één gebruiker tegelijk worden gebruikt, behoudens het bepaalde in het onderhavige artikel 1. De Software is "in gebruik" op een Cliënt-apparaat wanneer deze in het tijdelijke geheugen (d. w. z. het RAM-geheugen) is geladen of in het permanente geheugen (zoals een harde schijf, een CD-ROM of een ander opslagmedium) van het betreffende Cliënt-apparaat is geïnstalleerd. Deze licentie verleent u het recht om enkel en alleen voor back-up doeleinden of ter bewaring in een archief één kopie van de Software te maken, mits de gemaakte kopie alle eigendomsvermeldingen van de Software bevat.

**b. Server-modus Gebruik.** U mag de Software op een Cliënt-apparaat gebruiken als een server ("Server") binnen een omgeving met meerdere gebruikers dan wel een netwerkomgeving ("Server-modus") indien een dergelijk gebruik op de toepasselijke prijslijst of de productverpakking voor de Software wordt toegestaan. Voor elk Cliënt-apparaat of elke "werkplek" van waaraf een verbinding met de Server tot stand kan worden gebracht, is een afzonderlijke licentie nodig, ongeacht of dergelijke gelicentieerde Cliënt-apparaten of werkplekken gelijktijdig zijn verbonden met, toegang hebben tot of gebruik maken van de Software. Het gebruik van software of hardware waarmee het aantal Cliënt-apparaten of werkplekken wordt verminderd van waaraf waaruit rechtstreeks toegang tot de Software kan worden verkregen of gebruik van de Software kan worden gemaakt (zoals "multiplexing"- of "pooling"-software of -hardware), zal het vereiste aantal licenties niet verminderen (d.w.z. het benodigde aantal licenties is in dergelijke gevallen gelijk aan het aantal afzonderlijke ingangen tot de "front end" van de multiplexing- of pooling- software of -hardware). Indien het aantal Cliënt-apparaten of werkplekken van waaraf of waaruit verbinding met de Software kan worden gemaakt, het door u verkregen aantal licenties kan overtreffen, dient u met een redelijk mechanisme te voorkomen dat uw gebruik van de Software de gebruiksbeperkingen met betrekking tot de door u verkregen licenties overschrijdt. Deze licentie verleent u het recht voor elk Cliënt-apparaat of elke werkplek waarvoor u een licentie heeft afgenomen, één kopie van de Documentatie te maken of te downloaden, op voorwaarde dat elke kopie alle oorspronkelijke eigendomsvermeldingen van de Documentatie bevat.

**c. Volumelicentie Gebruik.** Als bij de licentiering van de Software volumelicentievoorwaarden op de factuur of productverpakking voor de Software zijn vermeld, mag u net zoveel additionele kopieën van de Software maken, gebruiken en installeren op het aantal Cliënt-apparaten als in de volumelicentievoorwaarden wordt toegestaan. U dient met een redelijk mechanisme te waarborgen dat het aantal Cliënt-apparaten waarop de Software is geïnstalleerd nooit het aantal door u verkregen licenties overtreft. Deze licentie verleent u het recht voor elke additionele kopie van de Software die door de volumelicentie wordt toegestaan, één kopie van de Documentatie te maken of te downloaden, op voorwaarde dat elke kopie alle oorspronkelijke eigendomsvermeldingen van de Documentatie bevat.

**2. Termijn.** De onderhavige Overeenkomst heeft een geldigheidsduur van één (1) jaar, tenzij en tot op het moment dat deze overeenkomstig de bepalingen van deze Overeenkomst eerder wordt beëindigd. Network Associates heeft het recht deze Overeenkomst met onmiddellijke ingang te beëindigen indien u enige van de bepalingen uit de Overeenkomst niet nakomt. Bij beëindiging of afloop van deze Overeenkomst bent u gehouden alle exemplaren van de Software en de Documentatie onmiddellijk en permanent te vernietigen. U kunt deze Overeenkomst op elk gewenst moment beëindigen door elk verdere gebruik van de Software en Documentatie te staken en alle exemplaren van de Software en de Documentatie te vernietigen.

**3. Updates.** Voor de duur van deze Overeenkomst is het gebruiksrecht onder de Overeenkomst beperkt tot de versie van de Software die door Network Associates is geleverd en omvat niet opvolgende versies, updates, upgrades, aanpassingen of herzieningen (hierna gezamenlijk "Updates"), tenzij een afzonderlijke onderhoudsovereenkomst is aangegaan. Indien u een dergelijke onderhoudsovereenkomst bent aangegaan, bent u gerechtigd gedurende de periode die daarin op de toepasselijke factuur of productverpakking voor de Software is gespecificeerd Updates te downloaden wanneer en zoals deze door Network Associates via haar elektronische bulletin board systeem, website of andere on-line dienst beschikbaar worden gesteld. Na afloop van de gespecificeerde periode heeft u geen verdere rechten om Updates te ontvangen zonder een nieuwe onderhoudsovereenkomst met betrekking tot de Software af te nemen.

**4. Eigendomsrechten.** De Software en de Documentatie worden beschermd door intellectuele eigendomsrechten. Network Associates en de leveranciers van Network Associates bezitten en behouden alle rechten, aanspraken en belangen in en met betrekking tot de Software en de Documentatie, waaronder alle hierop rustende auteursrechten, octrooirechten, merktekenen en andere intellectuele eigendomsrechten. Door uw bezit, installatie of gebruik van de Software of Documentatie wordt geen enkel intellectueel eigendomsrecht of aanspraak daarop met betrekking tot de Software of de Documentatie aan u overgedragen en u verkrijgt met betrekking tot de Software en Documentatie uitsluitend de rechten die uitdrukkelijk in deze Overeenkomst worden vermeld. Alle kopieën van de Software en Documentatie die op grond van de onderhavige Overeenkomst zijn of worden gemaakt, zijn onderworpen aan de bepalingen van deze Overeenkomst en dienen dezelfde eigendomsvermeldingen als de oorspronkelijke Software en Documentatie te bevatten.

**5. Beperkingen.** U mag de Software niet, tegen vergoeding of anderszins, verkopen, leasen, licentiëren, verhuren, uitlenen of anderszins overdragen. U zult de resultaten van enige vergelijkende test ("benchmark test") die u met betrekking tot de Software verricht niet aan derden openbaren zonder de voorafgaande schriftelijke toestemming van Network Associates. U stemt ermee in dat u aan geen enkele

derde (behalve aan derden met wie u een overeenkomst bent aangegaan waarin net zulke restrictieve voorwaarden omtrent niet-openbaarmaking van de Software zijn opgenomen als hierin staan vermeld) het gebruik van de Software in welke vorm dan ook zult toestaan en dat u zich alle redelijke inspanningen zal getroosten om te waarborgen dat geen onbehoorlijke of niet-toegestane gebruik van de Software wordt gemaakt. U mag derden niet op basis van een timesharing-, servicebureau- of ander arrangement van het gebruik of de functionaliteit van de Software laten meeprofiteren, behalve voorzover een dergelijk gebruik in de toepasselijke prijslijst, inkooporder of productverpakking voor de Software wordt toegestaan. U mag geen van de rechten die u onder deze Overeenkomst zijn verleend, overdragen. U mag de Software niet reverse engineeren, decompileren of disassembleren, behalve indien en voorzover het toepasselijk recht een dergelijke beperking uitdrukkelijk verbiedt. Het is niet toegestaan de Software of delen hiervan te wijzigen of op basis van de Software of delen daarvan afgeleide werken te creëren. U mag de Software of Documentatie niet kopiëren, behalve voorzover zulks in artikel 1 van deze Overeenkomst uitdrukkelijk wordt toegestaan. U mag geen van de eigendomsvermeldingen of labels in of op de Software of Documentatie verwijderen, verdedken of beschadigen. Network Associates behoudt zich alle rechten voor die niet uitdrukkelijk in de onderhavige Overeenkomst worden vermeld.

## 6. Garantie bepalingen.

- a. Beperkte garantie.** Network Associates garandeert dat gedurende een periode van zestig (60) dagen na de oorspronkelijke aanschafdatum de media (bijv. de diskettes), waarop de Software is opgeslagen, vrij zullen zijn van gebreken in materiaal en vakmanschap.
- b. Rechtsmiddelen van de klant.** In geval van een inbreuk op de bovenvermelde garantie zijn Network Associates en de leveranciers van Network Associates uitsluitend gehouden tot, en bestaat uw enige recht uit, zulks ter keuze van Network Associates, (i) restitutie van de prijs die u voor de licentie heeft betaald, dan wel (ii) vervanging van de defecte media waarop de Software is opgeslagen. U dient de defecte media voor eigen rekening en samen met een kopie van de aanschafbon aan Network Associates te retourneren. Deze beperkte garantie is niet van toepassing als het defect is veroorzaakt door een ongeval, misbruik of verkeerde toepassing. Eventuele vervangende media worden gegarandeerd voor het restant van de oorspronkelijke garantieperiode. Buiten de Verenigde Staten is deze remedie niet beschikbaar voorzover Network Associates of haar leveranciers onderworpen zijn aan beperkingen op grond van de exportbepalingen van de Verenigde Staten.
- c. Uitsluiting van Garantie.** Afgezien van de bovengenoemde beperkte garantie wordt de Software geleverd in de staat waarin deze zich bevindt ("as is"). Voorzover toegestaan onder het toepasselijk recht verstrekt Network Associates terzake van de Software en bijbehorende Documentatie geen enkele uitdrukkelijke of impliciete garantie. U draagt zelf de verantwoordelijkheid voor de selectie van de Software voor het bereiken van de door u beoogde resultaten, evenals voor de installatie en het gebruik van de Software, alsook voor de resultaten die met de Software worden behaald. Zonder af te doen aan de voorgaande bepalingen, garandeert Network Associates niet dat de Software vrij van fouten, onderbrekingen of andere storingen zal zijn, noch dat de Software aan uw vereisten zal voldoen. De voorgaande bepalingen zijn afdwingbaar in de mate toegestaan onder het toepasselijk recht.

**7. Aansprakelijkheidsbeperking.** Onder geen enkele omstandigheid en op grond van geen enkele juridische grondslag, zij het onrechtmatige daad, overeenkomst of een andere grondslag, zullen Network Associates of de leveranciers van Network Associates jegens u of enig andere persoon aansprakelijk zijn voor enige indirecte schade of gevolgschade van welke aard dan ook, met inbegrip van schade als gevolg van verlies aan goodwill, winst- of omzetderving, werkonderbreking, computerdefecten of -storingen, alsmede alle andere indirecte schade of verliezen. In geen geval is Network Associates aansprakelijk voor enige schade uitsigend boven de catalogusprijs die Network Associates voor een licentie op de Software in rekening brengt, zelfs indien Network Associates op de hoogte was gesteld van de mogelijkheid van dergelijke schade. Deze aansprakelijkheidsbeperking is niet van toepassing op de aansprakelijkheid voor dood of lichamelijk letsel indien en voorzover het toepasselijk recht een dergelijke beperking verbiedt. De voorgaande bepalingen zijn afdwingbaar in de mate toegestaan onder het toepasselijk recht.

**8. Overheid van de Verenigde Staten.** De Software en bijbehorende Documentatie worden aangemerkt als, respectievelijk, "commerciële computersoftware" en "commerciële computersoftware documentatie" als bedoeld in respectievelijk DFAR Sectie 227.7202 en FAR Sectie 12.212 onder het recht van de Verenigde Staten, indien van toepassing. Het gebruik, de aanpassing, reproductie, vrijgave, uitvoering, weergave of openbaarmaking van de Software en bijbehorende Documentatie door de overheid van de Verenigde Staten wordt uitsluitend beheerst door de bepalingen van de onderhavige Overeenkomst en is verboden behalve voorzover onder de bepalingen van deze Overeenkomst uitdrukkelijk toegestaan.

**9. Exportbepalingen.** U bent ervan op de hoogte gesteld dat de Software onderworpen is aan exportregelingen van de Verenigde Staten (de "U.S. Export Administration Regulations"). U zult de Software, direct noch indirect, exporteren, importeren of doorvoeren in strijd met het recht van de Verenigde Staten of ander toepasselijk recht, noch anderen, zoals agenten of andere derde partijen, faciliteren bij een dergelijke export, import of doorvoer. U verklaart en staat ervoor in dat uw exportprivileges niet zijn opgeschort, ingetrokken of geweigerd door het Bureau voor Exportadministratie van de Verenigde Staten (de "United States Bureau of Export Administration") of door enig ander federaal bureau. U stemt ermee in de Software niet te zullen gebruiken of over te dragen voor eindgebruik met betrekking tot nucleaire, chemische of biologische wapens of rakettechnologie tenzij met autorisatie van de overheid van de Verenigde Staten ingevolge een regulering of specifieke vergunning. Voorts erkent u dat de Software is onderworpen aan de regels met betrekking tot exportcontrole in de Europese Unie en verklaart u en stemt u ermee in dat de Software niet voor enig ander gebruik zal worden aangewend dan voor civiele (niet-militaire) doeleinden. U en Network Associates komen overeen met elkaar samen te zullen werken met betrekking tot het verkrijgen van eventueel benodigde vergunningen of toestemmingen, maar u erkent dat het uw eindverantwoordelijkheid is om alle export- en importregels in acht te nemen en dat Network Associates geen verdere verantwoordelijkheid draagt na de oorspronkelijke levering aan u in het oorspronkelijke land van aanschaf.

**10. Hoge Risico Activiteiten.** De Software is niet foutbestendig en is niet ontworpen of bedoeld voor gebruik in risico-omgevingen die foutloze prestaties vereisen, met inbegrip van maar niet beperkt tot de bediening van nucleaire installaties, in luchtvaartnavigatie- of -communicatiesystemen, bij de luchtverkeerscontrole, bij wapensystemen, bij machines die vitale lichaamsfuncties instandhouden, of bij andere toepassingen waarbij het falen van de Software rechtstreeks kan leiden tot de dood, lichamelijk letsel, ernstige fysieke of materiële schade (samen aangeduid als "Hoge Risico Activiteiten"). Network Associates wijst elke uitdrukkelijke of impliciete garantie van geschiktheid voor Hoge Risico Activiteiten af.

**11. Toepasselijk recht.** Deze Overeenkomst wordt beheerst door het Nederlands recht. De toepasselijkheid van het Verdrag der Verenigde Naties inzake internationale koopovereenkomsten betreffende roerende zaken (het Weens Koopverdrag) is uitdrukkelijk uitgesloten.

**12. Audit.** Network Associates behoudt zich het recht voor periodiek controles (een "audit") bij u te houden om te verifiëren dat u alle bepalingen van deze Overeenkomst in acht neemt. Gedurende normale werkuren en na voorafgaande schriftelijke kennisgeving kan Network Associates u bezoeken en zult u alle gegevens met betrekking tot de Software aan Network Associates of aan de vertegenwoordigers van Network Associates beschikbaar stellen. De kosten van een dergelijke audit zullen uitsluitend door Network Associates worden gedragen, tenzij uit een audit blijkt dat sprake is van een onderbetaling of van een aan Network Associates verschuldigd bedrag van meer dan vijf procent (5%) van de initiële licentievergoeding voor de Software of dat u de Software gebruikt op niet-toegestane wijze, in welke gevallen u de kosten van de audit zult betalen.

**13. Divers.** Deze Overeenkomst geeft alle rechten weer van de gebruiker van de Software en vormt de volledige overeenkomst tussen de partijen. Deze Overeenkomst vervangt alle andere afspraken en mededelingen met betrekking tot de Software en Documentatie. Deze Overeenkomst mag uitsluitend worden gewijzigd door een schriftelijk addendum uitgevaardigd door een terzake bevoegde vertegenwoordiger van Network Associates. Van geen van de bepalingen indeze Overeenkomst wordt geacht afstand te zijn gedaan, tenzij een dergelijke afstandneming blijkt uit een schriftelijke en door Network Associates of een bevoegde vertegenwoordiger van Network Associates ondertekende verklaring. Als een bepaling van deze Overeenkomst nietig wordt bevonden of wordt vernietigd, zullen de overige bepalingen van deze Overeenkomst volledig van kracht blijven. Beide partijen gaan ermee akkoord en bevestigen dat, overeenkomstig hun wens, deze Overeenkomst slechts in de Nederlandse taal is opgesteld.

**14. CONTACT MET NETWORK ASSOCIATES.** Als u vragen heeft met betrekking tot de onderhavige voorwaarden en bepalingen of om een andere reden met Network Associates in contact wilt treden, kunt u ons bellen op het nummer 0800 - 638 92 77 of (020) 586 61 00, fax (020) 586 61 01 of schrijven op het volgende adres: Network Associates International BV, Postbus 58326, 1040 HH Amsterdam, Nederland. U vindt onze internet website onder [http:// www.nai.com](http://www.nai.com).

N1-0301-NL-02

KENNISGEVING AAN ALLE GEBRUIKERS: LEES DE VOLGENDE JURIDISCHE OVEREENKOMST ("OVEREENKOMST") INZAKE DE LICENTIERING VAN DIT SOFTWAREPRODUCT ("SOFTWARE") DOOR NETWORK ASSOCIATES INTERNATIONAL B.V. ("NETWORK ASSOCIATES") AANDACHTIG DOOR. DOOR OP DE KNOP "ACCEPTEREN" TE KLIKKEN OF DE SOFTWARE TE INSTALLEREN, STEMT U (ALS INDIVIDU OF AFZONDERLIJKE ENTITEIT) ERMEE IN GEBONDEN TE WORDEN DOOR EN PARTIJ TE WORDEN IN DE ONDERHAVIGE OVEREENKOMST. ALS U HET NIET EENS BENT MET ALLE VOORWAARDEN VAN DEZE OVEREENKOMST, KLIK DAN OP DE KNOP DIE AANGEEFT DAT U DE VOORWAARDEN NIET AANVAART EN INSTALLEER DE SOFTWARE NIET. (INDIEN VAN TOEPASSING, KUNT U DE SOFTWARE RETOURNEREN AAN DE LEVERANCIER TEGEN EEN VOLLEDIGE RESTITUTIE VAN DE AANSCHAFPRIJS.)

**1. Licentieverlening.** Op voorwaarde dat u de toepasselijke licentievergoedingen betaalt, verleent Network Associates u hierbij een niet-exclusief en niet-overdraagbaar recht om één exemplaar van de gespecificeerde versie van de Software en de bijbehorende documentatie (de "Documentatie") in overeenstemming met de voorwaarden van deze Overeenkomst te gebruiken. U mag één exemplaar van de Software installeren op één computer, werkstation, personal digital assistant, pager, "smart phone" of ander elektronisch apparaat waarvoor de Software is ontworpen (al deze apparaten worden hierna als "Cliënt-apparaat" aangeduid). Indien de Software meerdere gespecificeerde softwareproducten omvat, geldt deze Overeenkomst voor al deze gespecificeerde softwareproducten. Daarnaast zijn op elk van deze softwareproducten afzonderlijk eventuele op de toepasselijke prijslijst of productverpakking vermelde verdere beperkingen of gebruiksvoorwaarden van toepassing.

**a. Gebruik.** De Software wordt gelicentieerd als een afzonderlijk product. De Software mag niet op meer dan één Cliënt-apparaat of door meer dan één gebruiker tegelijk worden gebruikt, behoudens het bepaalde in het onderhavige artikel 1. De Software is "in gebruik" op een Cliënt-apparaat wanneer deze in het tijdelijke geheugen (d. w. z. het RAM-geheugen) is geladen of in het permanente geheugen (zoals een harde schijf, een CD-ROM of een ander opslagmedium) van het betreffende Cliënt-apparaat is geïnstalleerd. Deze licentie verleent u het recht om enkel en alleen voor back-up doeleinden of ter bewaring in een archief één kopie van de Software te maken, mits de gemaakte kopie alle eigendomsvermeldingen van de Software bevat.

**b. Server-modus Gebruik.** U mag de Software op een Cliënt-apparaat gebruiken als een server ("Server") binnen een omgeving met meerdere gebruikers dan wel een netwerkomgeving ("Server-modus") indien een dergelijk gebruik op de toepasselijke prijslijst of de productverpakking voor de Software wordt toegestaan. Voor elk Cliënt-apparaat of elke "werkplek" van waaraf een verbinding met de Server tot stand kan worden gebracht, is een afzonderlijke licentie nodig, ongeacht of dergelijke gelicentieerde Cliënt-apparaten of werkplekken gelijktijdig zijn verbonden met, toegang hebben tot of gebruik maken van de Software. Het gebruik van software of hardware waarmee het aantal Cliënt-apparaten of werkplekken wordt verminderd van waaraf waaruit rechtstreeks toegang tot de Software kan worden verkregen of gebruik van de Software kan worden gemaakt (zoals "multiplexing"- of "pooling"-software of -hardware), zal het vereiste aantal licenties niet verminderen (d.w.z. het benodigde aantal licenties is in dergelijke gevallen gelijk aan het aantal afzonderlijke ingangen tot de "front end" van de multiplexing- of pooling- software of -hardware). Indien het aantal Cliënt-apparaten of werkplekken van waaraf waaruit verbinding met de Software kan worden gemaakt, het door u verkregen aantal licenties kan overtreften, dient u met een redelijk mechanisme te voorkomen dat uw gebruik van de Software de gebruiksbeperkingen met betrekking tot de door u verkregen licenties overschrijdt. Deze licentie verleent u het recht voor elk Cliënt-apparaat of elke werkplek waarvoor u een licentie heeft afgenomen, één kopie van de Documentatie te maken of te downloaden, op voorwaarde dat elke kopie alle oorspronkelijke eigendomsvermeldingen van de Documentatie bevat.

**c. Volumelicentie Gebruik.** Als bij de licentiering van de Software volumelicentievoorwaarden op de factuur of productverpakking voor de Software zijn vermeld, mag u net zoveel additionele kopieën van de Software maken, gebruiken en installeren op het aantal Cliënt-apparaten als in de volumelicentievoorwaarden wordt toegestaan. U dient met een redelijk mechanisme te waarborgen dat het aantal Cliënt-apparaten waarop de Software is geïnstalleerd nooit het aantal door u verkregen licenties overtreft. Deze licentie verleent u het recht voor elke additionele kopie van de Software die door de volumelicentie wordt toegestaan, één kopie van de Documentatie te maken of te downloaden, op voorwaarde dat elke kopie alle oorspronkelijke eigendomsvermeldingen van de Documentatie bevat.

**2. Termijn.** De onderhavige Overeenkomst heeft een geldigheidsduur van twee (2) jaar, tenzij en tot op het moment dat deze overeenkomstige bepalingen van deze Overeenkomst eerder wordt beëindigd. Network Associates heeft het recht deze Overeenkomst met onmiddellijke ingang te beëindigen indien u enige van de bepalingen uit de Overeenkomst niet nakomt. Bij beëindiging of afloop van deze Overeenkomst bent u gehouden alle exemplaren van de Software en de Documentatie onmiddellijk en permanent te vernietigen. U kunt deze Overeenkomst op elk gewenst moment beëindigen door elk verdere gebruik van de Software en Documentatie te staken en alle exemplaren van de Software en de Documentatie te vernietigen.

**3. Updates.** Voor de duur van deze Overeenkomst is het gebruiksrecht onder de Overeenkomst beperkt tot de versie van de Software die door Network Associates is geleverd en omvat niet opvolgende versies, updates, upgrades, aanpassingen of herzieningen (hierna gezamenlijk "Updates"), tenzij een afzonderlijke onderhoudsovereenkomst is aangegaan. Indien u een dergelijke onderhoudsovereenkomst bent aangegaan, bent u gerechtigd gedurende de periode die daarin of op de toepasselijke factuur of productverpakking voor de Software is gespecificeerd Updates te downloaden wanneer en zoals deze door Network Associates via haar elektronische bulletin board systeem, website of andere on- line dienst beschikbaar worden gesteld. Na afloop van de gespecificeerde periode heeft u geen verdere rechten om Updates te ontvangen zonder een nieuwe onderhoudsovereenkomst met betrekking tot de Software af te nemen.

**4. Eigendomsrechten.** De Software en de Documentatie worden beschermd door intellectuele eigendomsrechten. Network Associates en de leveranciers van Network Associates bezitten en behouden alle rechten, aanspraken en belangen in en met betrekking tot de Software en de Documentatie, waaronder alle hierop rustende auteursrechten, octrooirechten, merkrechten en andere intellectuele eigendomsrechten. Door uw bezit, installatie of gebruik van de Software of Documentatie wordt geen enkel intellectueel eigendomsrecht of aanspraak daarop met betrekking tot de Software of de Documentatie aan u overgedragen en u verkrijgt met betrekking tot de Software en Documentatie uitsluitend de rechten die uitdrukkelijk in deze Overeenkomst worden vermeld. Alle kopieën van de Software en Documentatie die op grond van de onderhavige Overeenkomst zijn of worden gemaakt, zijn onderworpen aan de bepalingen van deze Overeenkomst en dienen dezelfde eigendomsvermeldingen als de oorspronkelijke Software en Documentatie te bevatten.

**5. Beperkingen.** U mag de Software niet, tegen vergoeding of anderszins, verkopen, leasen, licentiëren, verhuren, uitlenen of anderszins overdragen. U zult de resultaten van enige vergelijkende test ("benchmark test") die u met betrekking tot de Software verricht niet aan derden openbaren zonder de voorafgaande schriftelijke toestemming van Network Associates. U stemt ermee in dat u aan geen enkele

derde (behalve aan derden met wie u een overeenkomst bent aangegaan waarin net zulke restrictieve voorwaarden omtrent niet-openbaarmaking van de Software zijn opgenomen als hierin staan vermeld) het gebruik van de Software in welke vorm dan ook zult toestaan en dat u zich alle redelijke inspanningen zal getroosten om te waarborgen dat geen onbehoorlijke of niet-toegestane gebruik van de Software wordt gemaakt. U mag derden niet op basis van een timesharing-, servicebureau- of ander arrangement van het gebruik of de functionaliteit van de Software laten meeprofiteren, behalve voorzover een dergelijk gebruik in de toepasselijke prijslijst, inkooporder of productverpakking voor de Software wordt toegestaan. U mag geen van de rechten die u onder deze Overeenkomst zijn verleend, overdragen. U mag de Software niet reverse engineeren, decompileren of disassembleren, behalve indien en voorzover het toepasselijk recht een dergelijke beperking uitdrukkelijk verbiedt. Het is niet toegestaan de Software of delen hiervan te wijzigen of op basis van de Software of delen daarvan afgeleide werken te creëren. U mag de Software of Documentatie niet kopiëren, behalve voorzover zulks in artikel 1 van deze Overeenkomst uitdrukkelijk wordt toegestaan. U mag geen van de eigendomsvermeldingen of labels in of op de Software of Documentatie verwijderen, verdekken of beschadigen. Network Associates behoudt zich alle rechten voor die niet uitdrukkelijk in de onderhavige Overeenkomst worden vermeld.

## 6. Garantie bepalingen.

**a. Beperkte garantie.** Network Associates garandeert dat gedurende een periode van zestig (60) dagen na de oorspronkelijke aanschafdatum de media (bijv. van de diskettes), waarop de Software is opgeslagen, vrij zullen zijn van gebreken in materiaal en vakmanschap.

**b. Rechtsmiddelen van de klant.** In geval van een inbreuk op de bovenvermelde garantie zijn Network Associates en de leveranciers van Network Associates uitsluitend gehouden tot, en bestaat uw enige recht uit, zulks ter keuze van Network Associates, (i) restitutie van de prijs die u voor de licentie heeft betaald, dan wel (ii) vervanging van de defecte media waarop de Software is opgeslagen. U dient de defecte media voor eigen rekening en samen met een kopie van de aanschafbon van Network Associates te retourneren. Deze beperkte garantie is niet van toepassing als het defect is veroorzaakt door een ongeval, misbruik of verkeerde toepassing. Eventuele vervangende media worden gegarandeerd voor het restant van de oorspronkelijke garantieperiode. Buiten de Verenigde Staten is deze remedie niet beschikbaar voorzover Network Associates of haar leveranciers onderworpen zijn aan beperkingen op grond van de exportbepalingen van de Verenigde Staten.

**c. Uitsluiting van Garantie.** Afgezien van de bovengenoemde beperkte garantie wordt de Software geleverd in de staat waarin deze zich bevindt ("as is"). Voorzover toegestaan onder het toepasselijk recht verstrekt Network Associates terzake van de Software en bijbehorende Documentatie geen enkele uitdrukkelijke of impliciete garantie. U draagt zelf de verantwoordelijkheid voor de selectie van de Software voor het bereiken van de door u beoogde resultaten, evenals voor de installatie en het gebruik van de Software, alsook voor de resultaten die met de Software worden behaald. Zonder af te doen aan de voorgaande bepalingen, garandeert Network Associates niet dat de Software vrij van fouten, onderbrekingen of andere storingen zal zijn, noch dat de Software aan uw vereisten zal voldoen. De voorgaande bepalingen zijn afdwingbaar in de mate toegestaan onder het toepasselijk recht.

**7. Aansprakelijkheidsbeperking.** Onder geen enkele omstandigheid en op grond van geen enkele juridische grondslag, zij het onrechtmatige daad, overeenkomst of een andere grondslag, zullen Network Associates of de leveranciers van Network Associates jegens u of enig andere persoon aansprakelijk zijn voor enige indirecte schade of gevolgschade van welke aard dan ook, met inbegrip van schade als gevolg van verlies aan goodwill, winst- of omzetsderving, werkonderbreking, computerdefecten of -storingen, alsmede alle andere indirecte schade of verliezen. In geen geval is Network Associates aansprakelijk voor enige schade uitsluitend boven de catalogusprijs die Network Associates voor een licentie op de Software in rekening brengt, zelfs indien Network Associates op de hoogte was gesteld van de mogelijkheid van dergelijke schade. Deze aansprakelijkheidsbeperking is niet van toepassing op de aansprakelijkheid voor dood of lichamelijk letsel indien en voorzover het toepasselijk recht een dergelijke beperking verbiedt. De voorgaande bepalingen zijn afdwingbaar in de mate toegestaan onder het toepasselijk recht.

**8. Overheid van de Verenigde Staten.** De Software en bijbehorende Documentatie worden aangemerkt als, respectievelijk, "commerciële computersoftware" en "commerciële computersoftware documentatie" als bedoeld in respectievelijk DFAR Sectie 227.7202 en FAR Sectie 12.212 onder het recht van de Verenigde Staten, indien van toepassing. Het gebruik, de aanpassing, reproductie, vrijgave, uitvoering, weergave of openbaarmaking van de Software en bijbehorende Documentatie door de overheid van de Verenigde Staten wordt uitsluitend beheerst door de bepalingen van de onderhavige Overeenkomst en is verboden behalve voorzover onder de bepalingen van deze Overeenkomst uitdrukkelijk toegestaan.

**9. Exportbepalingen.** U bent ervan op de hoogte gesteld dat de Software onderworpen is aan exportreguleringen van de Verenigde Staten (de "U.S. Export Administration Regulations"). U zult de Software, direct noch indirect, exporteren, importeren of doorvoeren in strijd met het recht van de Verenigde Staten of ander toepasselijk recht, noch anderen, zoals agenten of andere derde partijen, faciliteren bij een dergelijke export, import of doorvoer. U verklaart en staat erop in dat uw exportprivileges niet zijn opgeschort, ingetrokken of geweigerd door het Bureau voor Exportadministratie van de Verenigde Staten (de "United States Bureau of Export Administration") of door enig ander federaal bureau. U stemt ermee in de Software niet te zullen gebruiken of over te dragen voor eingebruik met betrekking tot nucleaire, chemische of biologische wapens of rakettechnologie tenzij met autorisatie van de overheid van de Verenigde Staten ingevolge een regulering of specifieke vergunning. Voorts erkent u dat de Software is onderworpen aan de regels met betrekking tot exportcontrole in de Europese Unie en verklaart u en stemt u ermee in dat de Software niet voor enig ander gebruik zal worden aangewend dan voor civiele (niet-militaire) doeleinden. U en Network Associates komen overeen met elkaar samen te zullen werken met betrekking tot het verkrijgen van eventueel benodigde vergunningen of toestemmingen, maar u erkent dat het uw eindverantwoordelijkheid is om alle export- en importregels in acht te nemen en dat Network Associates geen verdere verantwoordelijkheid draagt na de oorspronkelijke levering aan u in het oorspronkelijke land van aanschaf.

**10. Hoge Risico Activiteiten.** De Software is niet foutbestendig en is niet ontworpen of bedoeld voor gebruik in risico- omgevingen die foutloze prestaties vereisen, met inbegrip van maar niet beperkt tot de bediening van nucleaire installaties, in luchtvaartnavigatie- of -communicatiesystemen, bij de luchtveercontrole, bij wapensystemen, bij machines die vitale lichaamsfuncties instandhouden, of bij andere toepassingen waarbij het falen van de Software rechtstreeks kan leiden tot de dood, lichamelijk letsel, ernstige fysieke of materiële schade (samen aangeduid als "Hoge Risico Activiteiten"). Network Associates wijst elke uitdrukkelijke of impliciete garantie van geschiktheid voor Hoge Risico Activiteiten af.

**11. Toepasselijk recht.** Deze Overeenkomst wordt beheerst door het Nederlands recht. De toepasselijkheid van het Verdrag der Verenigde Naties inzake internationale koopovereenkomsten betreffende roerende zaken (het Weens Koopverdrag) is uitdrukkelijk uitgesloten.

**12. Audit.** Network Associates behoudt zich het recht voor periodiek controles (een "audit") bij u te houden om te verifiëren dat u alle bepalingen van deze Overeenkomst in acht neemt. Gedurende normale werkuren en na voorafgaande schriftelijke kennisgeving kan Network Associates u bezoeken en zult u alle gegevens met betrekking tot de Software aan Network Associates of aan de vertegenwoordigers van Network Associates beschikbaar stellen. De kosten van een dergelijke audit zullen uitsluitend door Network Associates worden gedragen, tenzij uit een audit blijkt dat sprake is van een onderbetaling of van een aan Network Associates verschuldigd bedrag van meer dan vijf procent (5%) van de initiële licentievergoeding voor de Software of dat u de Software gebruikt op niet-toegestane wijze, in welke gevallen u de kosten van de audit zult betalen.

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N2-0301-NL-02

TILL ALLA ANVÄNDARE: LÄS NOGA IGENOM FÖLJANDE AVTALSVILLKOR ("DETTA AVTAL ELLER AVTALET") SOM GÄLLER LICENSEN FÖR DEN ANGIVNA PROGRAMVARAN ("PROGRAMVARAN") FRÅN NETWORK ASSOCIATES N. A. AB ("NETWORK ASSOCIATES"). GENOM ATT KLICKA PÅ KNAPPEN SOM GODTAR VILLKOREN ELLER GENOM ATT INSTALLERA PROGRAMVARAN ACCEPTERAR DU (SOM FYSISK ELLER JURIDISK PERSON) ATT FÖLJA VILLKOREN OCH BLI EN PART I DETTA AVTAL. OM DU INTE GODTAR SAMTLIGA VILLKOR I DETTA AVTAL, KLICKAR DU PÅ KNAPPEN SOM FÖRKASTAR AVTALET OCH AVSTÅR FRÅN ATT INSTALLERA PROGRAMVARAN. (I FÖREKOMMANDE FALL KAN DU ÅTERLÄMNA PRODUKTEN TILL INKÖPSSTÄLLET OCH FÅ HELA INKÖPSSUMMAN TILLBAKA.)

**1. Licensmedgivande.** Under förutsättning att du erlagt relevant licensavgift och godtagit Avtalets villkor, beviljar Network Associates dig härmed en icke- exklusiv, icke- överlåtbar rätt att använda ett exemplar av Programvaran och tillhörande dokumentation ("Dokumentationen"). Du får installera ett exemplar av programvaran på en dator, arbetsstation, handdator, personsökare, "smart telefon" eller annan elektronisk enhet för vilken programvaran har utformats (en "Klientenhet"). Om Programvaran licensieras som en serie eller en del av ett paket bestående av mer än en angiven programvaruprodukt, gäller denna licens alla sådana angivna programprodukter, med reservation för alla restriktioner eller villkor för användning som anges i relevant prislista eller på förpackningen avseende varje sådan programvaruprodukt för sig.

**a. Användning.** Programvaran licensieras som en enskild produkt. Den får inte användas på mer än en Klientenhet eller av mer än en användare åt gången, utom enligt medgivandet i denna punkt 1. Programvaran anses vara "1 användning" på en Klientenhet när den läses in i det tillfälliga minnet (dvs. RAM) eller installeras i det permanenta minnet (t. ex. på hårddisken, CD- ROM eller annan lagringsenhet) på sådan Klientenhet. Denna licens ger dig rätt att framställa ett exemplar av Programvaran uteslutande för säkerhets- eller arkivändamål, förutsatt att originalets alla upphovsrättsmeddelanden överförs till sådant exemplar.

**b. Serverläge.** Du får använda Programvaran på en Klientenhet som server ("Server") i ett fleranvändarsystem eller en nätverksmiljö ("Serverläge") endast om sådan användning tillåts i relevant prislista eller på Programvarans förpackning. En separat licens krävs för varje Klientenhet eller "arbetsplats" som kan vara ansluten till servern vid en och samma tidpunkt, oavsett om sådana licensierade Klientenheter eller arbetsplatser är samtidigt anslutna till, har tillgång till eller använder Programvaran. Användning av programvara eller maskinvara som minskar antalet Klientenheter eller arbetsplatser som direkt har tillgång till eller utnyttjar Programvaran (t. ex. "multiplexering" eller "pooling" av programvara eller maskinvara) minskar inte antalet licenser som behövs (dvs. det behövliga antalet licenser skall motsvara antalet ingångar till multiplexerings- eller pooling- programmets eller maskinvarans noder ). Om det antal Klientenheter eller arbetsplatser som kan anslutas till Programvaran överstiger antalet licenser du har köpt, måste du ha någon form av spärr som garanterar att Programvarans användning inte överskrider den begränsning som dina licenser anger. Denna licens ger dig rätt att framställa eller låsa ner ett exemplar av Dokumentationen för varje Klientenhet eller arbetsplats du har licens för, förutsatt att Dokumentationens alla upphovsrättsmeddelanden överförs till varje exemplar.

**c. Volymlicens.** Om programvarulicensen är en volymlicens med villkor enligt relevant prislista eller förpackning, får du tillverka, använda och installera så många ytterligare exemplar av Programvaran på Klientenheter som volymlicensen tillåter. Du måste ha någon form av spärr som garanterar att antalet Klientenheter på vilka Programvaran har installerats inte överstiger det antal licenser du har införskaffat. Denna licens ger dig rätt att framställa eller låsa ner ett exemplar av Dokumentationen för varje ytterligare exemplar som volymlicensen ger behörighet till, förutsatt att Dokumentationens alla upphovsrätts meddelanden överförs till varje exemplar.

**2. Varaktighet.** Detta Avtal gäller på obestämd tid tills det sägs upp enligt de villkor som angetts här. Avtalet avslutas automatiskt om du bryter mot någon begränsning eller annat villkor som anges i detta Avtal. När detta Avtal sägs upp eller upphör att gälla, måste du förstöra samtliga exemplar av Programvaran och Dokumentationen.

**3. Uppdateringar.** Denna licens är begränsad till den version av Programvaran som levereras av Network Associates och inkluderar ej efterföljande versioner, uppdateringar, modifieringar eller bearbetningar, med undantag för de fall då du har ett separat underhållsavtal. Om du har ett separat underhållsavtal har du rätt att, under den tidsperiod som anges i relevant prislista för Programvaran, ladda ner ändringar och uppdateringar av Programvaran allt eftersom Network Associates ger ut dem via sin elektroniska anslagstavla, webbplats eller annan online- tjänst. Efter den angivna tidsperioden har du inte längre rätt att erhålla nya versioner eller uppdateringar utan att köpa en ny licens till Programvaran.

**4. Upphovsrätt.** Programvaran skyddas av Sveriges och andra länders upphovsrättslagar och internationella konventioner om upphovsrätt. Network Associates och dess underleverantörer innehar och behåller alla rättigheter till Programvaran, inklusive upphovsrätten och rätten till patent, affärshemligheter, varumärken och annan immateriell rättighet. Innehav, installation eller användning av Programvaran innebär inte att du erhåller någon form av immateriell rättighet till Programvaran, och du erhåller inga rättigheter till Programvaran utöver vad som uttryckligen anges i detta Avtal. Samtliga exemplar av Programvaran och Dokumentationen som framställs under licensen måste innehålla samma upphovsrättsmeddelande som visas på och i Programvaran och Dokumentationen.

**5. Restriktioner.** Det är förbjudet att, med eller utan samtycke, sälja, leasa, underlicensiera, hyra ut, låna ut eller på något annat sätt överlåta Programvaran. Det är förbjudet att, till någon tredje man, avslöja vad som framkommit vid ett prestandatest av Programvaran, utan att på förhand inhämta skriftligt samtycke från Network Associates. Du samtycker till att inte låta någon tredje man (med undantag för tredje män som är bundna av en sekretessklausul gentemot Dig, med likalydande innehåll som sekretessen under denna punkt) använda Programvaran och skall tillse, efter vad som är skäligt, att Programvaran ej utnyttjas av obehöriga eller på sätt som är otillåtet. Det är förbjudet att låta tredje man dra fördel av Programvarans användning eller funktion genom tidsdelning, servicebyråer eller andra arrangemang, om inte sådan användning tillåts i relevant prislista eller på Programvarans förpackning. Du har inte rätt att överlåta några av de rättigheter som tilldelas dig i detta Avtal. Det är förbjudet att avkoda, dekompilera eller demontera Programvaran, om inte denna restriktion är uttryckligen förbjuden av gällande lag. Det är förbjudet att modifiera eller bearbeta Programvaran eller delar av den. Det är förbjudet att framställa exemplar av Programvaran eller Dokumentationen annat än som uttryckligen medges i punkt 1 ovan. Det är förbjudet att avlägsna upphovsrättsmeddelanden eller etiketter från Programvaran. Network Associates förbehåller sig alla rättigheter som inte uttryckligen beviljas i detta Avtal. Network Associates förbehåller sig rätten att med jämna mellanrum och efter skriftlig förvarning utföra kontroller av att Avtalets villkor följs.

**6. Garanti och friskrivning från ansvar.**

**a. Begränsad garanti.** Network Associates garanterar för en period av sextio (60) dagar från det datum då de media programvaran levererades på (t. ex. disketter) eller ursprungligen inköptes, att dessa media är fria från material- och tillverkningsfel.

**b. Kundens påföljder.** Network Associates och dess underleverantörers fulla ansvar och din enda påföljd för varje brott mot den ovan nämnda garantin skall vara, enligt Network Associates gottfinnande, antingen (i) återbetalning av det eventuella inköpspris som erlagts för licensen eller (ii) utbyte av de media på vilka Programvaran levererades. Du måste återsända felaktiga media till Network Associates på din egen

bekostnad, tillsammans med en kopia av inköpskvittot. Denna begränsade garanti är ogiltig om felet har orsakats genom olyckshändelse, skadegörelse eller felaktig användning. Eventuella ersättningsmedia är garanterade mot fel under återstoden av den ursprungliga garantiperioden. Utanför USA är denna påföljd inte tillgänglig om den strider mot Network Associates skyldighet att följa USA:s lagar och förordningar angående exportrestriktioner.

**c. Begränsning av garanti.** Med undantag av den begränsade garanti som anges i detta Avtal, TILLHANDAHÅLLS PROGRAMVARAN I BEFINTLIGT SKICK. OM INTE ANNAT FÖLJER AV LAG FRISKRIVER SIG NETWORK ASSOCIATES FRÅN ALLA GARANTIER, SÄVÄL UTTRYCKLIGA SOM UNDERFÖRSTÅDDA, INKLUSIVE UNDERFÖRSTÅDDA GARANTIER AVSEENDE PROGRAMVARANS OCH DEN TILLHÖRANDE DOKUMENTATIONENS ALLMÄNNA LÄMPLIGHET FÖR ETT VISST ÄNDAMÅL OCH MOT INTRÅNG I TREDJE PARTS RÄTTIGHETER. DU ANSVARAR FÖR VALET AV PROGRAMVARA FÖR ATT ÅSTADKOMMA DE RESULTAT DU AVSER, OCH FÖR INSTALLATION, ANVÄNDNING OCH UPPÅTTA RESULTAT AV PROGRAMVARAN. OAVSETT VILLKOREN OVAN GER NETWORK ASSOCIATES INGEN GARANTI FÖR ATT PROGRAMVARAN ÄR FELFRI ELLER SÄKRAD MOT AVBROTT ELLER ANDRA FEL, ELLER ATT PROGRAMVARAN MOTSVARAR DINA KRAV. VISSA STATER OCH LÄNDER TILLÅTER INTE BEGRÄNSNING AV UNDERFÖRSTÅDDA GARANTIER, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

**7. Ansvarsbegränsning.** UNDER INGA SOM HELST OMSTÄNDIGHETER, VARE SIG I FORM AV AVTAL ELLER ANNORLEDES, SKALL NETWORK ASSOCIATES ELLER DESS UNDERLEVERANTÖRER HÅLLAS ANSVARIGA INFÖR DIG ELLER NÅGON ANNAN PERSON FÖR INDIREKT, SÄRSKILD ELLER OFÖRUTSEDD SKADA ELLER FÖLJDSKADA AV NÅGOT SLAG, INKLUSIVE FÖRLUST AV GOODWILL, DRIFTAVBROTT, DATORFEL ELLER FÖR NÅGON ANNAN SKADA ELLER FÖRLUST. UNDER INGA SOM HELST OMSTÄNDIGHETER SKALL NETWORK ASSOCIATES VARA SKYLDIG ATT ERSÄTTA NÅGRA SKADOR UTÖVER DET REKOMMENDERADE CIRKAPRIS SOM NETWORK ASSOCIATES TAR FÖR EN LICENS TILL PROGRAMVARAN, ÄVEN OM NETWORK ASSOCIATES HAR UNDERRÄTTATS OM ATT SÄDANA SKADOR SKULLE KUNNA UPPSTÅ. DENNA ANSVARSBEGRÄNSNING SKALL INTE GÄLLA ANSVAR FÖR DÖDSFALL ELLER PERSONSKADA OM GÄLLANDE LAG FÖRBJUDER SÄDAN BEGRÄNSNING. VISSA STATER OCH LÄNDER TILLÅTER INTE FRISKRIVNING FRÅN ELLER BEGRÄNSNING AV ANSVARET FÖR OFÖRUTSEDDA SKADOR ELLER FÖLJDSKADOR, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

**8. Amerikanska myndigheter.** Programvaran och den tillhörande dokumentationen anses vara "commercial computer software" respektive "commercial computer software documentation" enligt DFAR Section 227.7202 och FAR Section 12.212, beroende på vilket som är tillämpligt. Varje användning, ändring, reproduktion, offentliggörande, utgivning, visning eller delgivning av Programvaran och den tillhörande Dokumentationen av amerikanska myndigheter skall utslutande regleras av villkoren i detta Avtal och är förbjuden utom i den utsträckning som uttryckligen beviljas i detta Avtal.

**9. Exportrestriktioner.** Du är informerad om att Programvaran och Dokumentationen kan vara underkastade amerikanska exportrestriktioner. Du samtycker till att ej exportera, importera eller överlåta Programvaran eller Dokumentationen i strid med amerikansk eller annan tillämplig lag, antingen direkt eller indirekt, och skall inte heller tillåta eller underlätta för andra exempelvis agenter eller andra tredje män att göra så. Du försäkrar att varken "the United States Bureau of Export Administration" eller någon annan myndighet har avstängt, upphävt eller nekat dig export rättigheter. Du samtycker till att ej överlåta Programvaran eller Dokumentationen till slutanvändare som är verksamma inom områden relaterade till kärnkraft, kemiska eller biologiska vapen, eller missil teknologi, med undantag för de fall du fått tillstånd av den amerikanska regeringen genom lagstiftning eller särskild licens. Dessutom är du medveten om att Programvaran och Dokumentationen är underkastade exportkontroll lagstiftning inom EU och härmed samtycker du till att Programvaran och Dokumentationen endast skall användas i civila syften. Parterna samtycker till att samarbeta med varandra vid eventuella ansökningar av erforderliga licenser och tillstånd, du är dock införstådd med att det är din skyldighet att uppfylla samtliga export- och importlagar och att Network Associates ej har något ytterligare ansvar efter det att Programvaran och Dokumentationen har sålts till dig i det land där försäljningen ursprungligen ägde rum.

**10. Högriskaktiviteter.** Programvaran är inte feltolerant och är inte utformad eller avsedd för användning i högriskmiljöer som kräver felsäker drift, inklusive kärnkraftsanläggningar, system för flygnavigering eller flygkommunikation, flygledning, vapensystem, livsuppehållande utrustning och andra användningsområden där fel i programvarans funktion direkt skulle kunna medföra dödsfall, personskada eller allvarlig risk för liv eller egendom (sammansfattningsvis kallat "Högriskaktiviteter"). Network Associates friskriver sig uttryckligen från varje uttrycklig eller underförstådd garanti för lämplighet vid högriskaktiviteter.

**11. Diverse.** Svensk lag är tillämplig på detta Avtal, med undantag av internationellt privaträttsliga regler om lagval. Föreuta Nationernas konvention om tillämplig lag för internationella köp av lösa saker tillämpas inte. Detta Avtal fastställer alla rättigheter som tillkommer Programvarans användare och utgör hela avtalet mellan de båda parterna. Network Associates förbehåller sig rätten att utföra periodiskt återkommande granskningar för att försäkra sig om att du inte använder Programvara på ett sätt som strider mot detta Avtal. Network Associates har rätt att under normal kontorstid och efter skriftlig förvarning, besöka dig, varvid du skall göra allt material hänförligt till Programvaran tillgängligt för Network Associates eller dess representanter. Network Associates skall ensamt stå för de kostnader som uppkommer vid genomförandet av en granskning. Du skall dock stå för de kostnader som uppkommer vid en sådan granskning, om det vid granskningen framkommer att du har utestående förfallna betalningar till Network Associates med ett belopp som överstiger fem procent (5 %) av den initiala licensavgiften för Programvaran eller för det fall det framkommer att du använder Programvaran på ett obehörigt sätt. Detta Avtal har företräde framför all annan kommunikation avseende Programvaran och Dokumentationen. Avtalet får inte ändras annat än genom ett skriftligt tillägg som utfärdas av en vederbörligen behörig representant för Network Associates. Inget villkor i detta Avtal skall åsidosättas annat än genom ett skriftligt åsidosättande som undertecknats av Network Associates eller av en vederbörligen behörig representant för Network Associates. Om något villkor i detta Avtal skulle befinnas vara ogiltigt, skall återstoden av Avtalet fortsätta att gälla fullt ut. Parterna bekräftar att detta Avtal enligt deras önskemål har avfattats på svenska.

**12. NETWORK ASSOCIATES KUNDKONTAKT.** Om du har några frågor rörande dessa villkor, eller om du vill kontakta Network Associates av någon annan orsak, kan du ringa 00800- 122- 55- 624 eller +31 20 586 61 00, eller skriva till: Network Associates, Datavägen 3A, Box 596, S- 175 26 Järfälla, Sverige. [http:// www. nai. com](http://www.nai.com).

TILL ALLA ANVÄNDARE: LÄS NOGA IGENOM FÖLJANDE AVTAL ("AVTALET") SOM GÄLLER LICENSEN FÖR DEN ANGIVNA PROGRAMVARAN ("PROGRAMVARAN") SOM PRODUCERATS AV NETWORK ASSOCIATES N. A. AB ("NETWORK ASSOCIATES"). GENOM ATT KLICKA PÅ KNAPPEN SOM GODTAR VILLKOREN ELLER GENOM ATT INSTALLERA PROGRAMVARAN ACCEPTERAR DU (SOM FYSISK ELLER JURIDISK PERSON) ATT FÖLJA VILLKOREN OCH BLI BUNDEN AV DETTA AVTAL. OM DU INTE GODTAR SAMTLIGA VILLKOR I DETTA AVTAL, KLICKAR DU PÅ KNAPPEN SOM FÖRKASTAR AVTALET OCH AVSTÅR FRÅN ATT INSTALLERA PROGRAMVARAN. (I FÖREKOMMANDE FALL KAN DU ÅTERLÄMNA PRODUKTEN TILL INKÖPSSTÄLLET OCH FÅ HELA INKÖPSSUMMAN TILLBAKA.)

**1. Licensmedgivande.** Under förutsättning att du erlagt relevant licensavgift och godtagit Avtalets villkor, beviljar Network Associates dig härmed en icke-exklusiv, icke-överlåtbar rätt att använda ett exemplar av Programvaran och tillhörande dokumentation ("Dokumentationen"). Du får installera ett exemplar av programvaran på en dator, arbetsstation, handdator, personsökare, "smart telefon" eller annan elektronisk enhet för vilken programvaran har utformats ("Klientenhet"). Om Programvaran licensieras som en serie eller en del av ett paket bestående av mer än en angiven programvaruprodukt, gäller denna licens alla sådana angivna programprodukter, med reservation för alla restriktioner eller villkor för användning som anges i relevant prislista eller på förpackningen avseende varje sådan programvaruprodukt för sig.

**a. Användning.** Programvaran licensieras som en enskild produkt. Den får inte användas på mer än en Klientenhet eller av mer än en användare åt gången, utom enligt medgivandet i denna punkt 1. Programvaran anses vara "användning" på en Klientenhet när den läses in i det tillfälliga minnet (dvs. Random Access Memory eller RAM) eller installeras i det permanenta minnet (t. ex. på hårddisken, CD-ROM eller annan lagringsenhet) på sådan Klientenhet. Denna licens ger dig rätt att framställa ett exemplar av Programvaran uteslutande för säkerhets- eller arkivändamål, förutsatt att Programvarans alla upphovsrättsmeddelanden överförs till sådant exemplar.

**b. Serverläge.** Du får använda Programvaran på en Klientenhet som server ("Server") i ett fleranvändarsystem eller en nätverksmiljö ("Serverläge") endast om sådan användning tillåts i relevant prislista eller på Programvarans förpackning. En separat licens krävs för varje Klientenhet eller "arbetsplats" som kan vara ansluten till servern vid en och samma tidpunkt, oavsett om sådana licensierade Klientenheter eller arbetsplatser är samtidigt anslutna till, har tillgång till eller använder Programvaran. Användning av programvara eller maskinvara som minskar antalet Klientenheter eller arbetsplatser som direkt har tillgång till eller utnyttjar Programvaran (t. ex. "multiplexering" eller "pooling" av programvara eller maskinvara) minskar inte antalet licenser som behövs (dvs. det behövliga antalet licenser skall motsvara antalet ingångar till multiplexerings- eller pooling- programmets eller maskinvarans noder). Om det antal Klientenheter eller arbetsplatser som kan anslutas till Programvaran överstiger antalet licenser du har köpt, måste du ha någon form av spärr som garanterar att Programvarans användning inte överskrider den begränsning som dina licenser anger. Denna licens ger dig rätt att framställa eller låsa ner ett exemplar av Dokumentationen för varje Klientenhet eller arbetsplats du har licens för, förutsatt att Dokumentationens alla upphovsrättsmeddelanden överförs till varje exemplar.

**c. Volymlicensanvändning.** Om Programvaran licensieras enligt villkoren i en volymlicens, får du framställa, använda och installera ytterligare exemplar av Programvaran på angivet antal Klientenheter enligt villkoren i volymlicensen. Du måste ha någon form av spärr som garanterar att antalet Klientenheter på vilka Programvaran har installerats inte överstiger det antal licenser du har införskaffat. Denna licens ger dig rätt att framställa eller låsa ner ett exemplar av Dokumentationen för varje ytterligare kopia som volymlicensen ger behörighet till, förutsatt att Dokumentationens alla upphovsrättsmeddelanden överförs till varje exemplar.

**2. Varaktighet.** Detta Avtal gäller i ett (1) år eller tills det sägs upp enligt de villkor som angetts häri. Avtalet avslutas automatiskt om du bryter mot någon begränsning eller annat villkor som anges i detta Avtal. När detta Avtal sägs upp eller upphör att gälla, måste du förstöra samtliga exemplar av Programvaran eller Dokumentationen.

**3. Uppdateringar.** Under Avtalets giltighetstid är licensen begränsad till den version av Programvaran som levereras av Network Associates och inkluderar ej efterföljande versioner, uppdateringar, modifieringar eller bearbetningar, med undantag för de fall då du har ett separat underhållsavtal. Om du har ett separat underhållsavtal har du rätt att under den tidsperiod som anges i relevant prislista för Programvaran, ladda ner ändringar och uppdateringar av Programvaran allt eftersom Network Associates ger ut dem via sin elektroniska anslagstavla, webbplats eller annan online-tjänst. Efter den angivna tidsperioden har du inte längre rätt att erhålla nya versioner eller uppdateringar utan att köpa en licens till Programvaran.

**4. Upphovsrätt.** Programvaran skyddas av andra länders och USAs upphovsrättslagar och internationella konventioner. Network Associates och dess underleverantörer innehar och behåller alla rättigheter till Programvaran, inklusive upphovsrätten och rätten till, patent, företagshemligheter, varumärken och annan immateriell rättighet. Innehav, installation eller användning av Programvaran innebär inte att du erhåller någon form av immateriell rättighet till Programvaran, och du erhåller inga rättigheter till Programvaran utöver vad som uttryckligen anges i detta Avtal. Samtliga exemplar av Programvaran och Dokumentationen som framställs under licensen måste innehålla samma upphovsrättsmeddelande som visas på och i Programvaran och Dokumentationen.

**5. Restriktioner.** Det är förbjudet att, med eller utan ersättning, sälja, leasa, underlicensiera, hyra ut, låna ut eller på något annat sätt överlåta Programvaran. Det är förbjudet att till någon tredje man avslöja vad som framkommit vid ett prestandatest av Programvaran, utan att på förhand inhämta skriftligt samtycke från Network Associates. Du samtycker till att inte låta någon tredje man (med undantag för tredje män som är bundna av en sekretessklausul gentemot Dig, med likalydande innehåll som sekretessen under denna punkt) använda Programvaran och skall tillse, efter vad som är skäligt att Programvaran ej utnyttjas av obehöriga eller på sätt som är otillåtet. Det är förbjudet att låta tredje man dra fördel av Programvarans användning eller funktion genom tidsdelning, servicebyråer eller andra arrangemang, om inte sådan användning tillåts i relevant prislista, på inköpsordern eller på Programvarans förpackning. Du har inte rätt att överlåta några av de rättigheter som tilldelas dig i detta Avtal. Det är förbjudet att avkoda, dekompilera eller demontera Programvaran, om inte denna restriktion är uttryckligen förbjuden av gällande lag. Det är förbjudet att modifiera eller bearbeta Programvaran eller delar av den. Det är förbjudet att framställa exemplar av Programvaran eller Dokumentationen annat än som uttryckligen medges i punkt 1 ovan. Det är förbjudet att avlägsna upphovsrättsmeddelanden eller etiketter från Programvaran. Network Associates förbehåller sig alla rättigheter som inte uttryckligen beviljas i detta Avtal. Network Associates förbehåller sig rätten att med jämna mellanrum och efter skriftlig förvarning utföra kontroller av att villkoren i detta Avtal följs.

**6. Garanti och friskrivning från ansvar.**

**a. Begränsad garanti.** Network Associates garanterar för en period av sextio (60) dagar från det datum då de media programvaran levererades på (t. ex. disketter) ursprungligen inköptes, att dessa media är fria från material- och tillverkningsfel.

**b. Kundens påföljder.** Network Associates och dess underleverantörers fulla ansvar och din enda påföljd för varje brott mot den ovannämnda garantin skall vara, enligt Network Associates gottfinnande, antingen (i) återbetalning av det eventuella inköpspris som erlagts för licensen

eller (ii) utbyte av de media på vilka Programvaran levererades. Du måste återsända felaktiga media till Network Associates på din egen bekostnad, tillsammans med en kopia av inköpskvittot. Denna begränsade garanti är ogiltig om felet har orsakats genom olyckshändelse, skadegörelse eller felaktig användning. Eventuella ersättningsmedia är garanterade mot fel under återstoden av den ursprungliga garantiperioden. Utanför USA är denna påföljd inte tillgänglig om den strider mot Network Associates skyldighet att följa USAs lagar och förordningar angående exportrestriktioner.

**c. Begränsning av garanti.** Med undantag av den begränsade garanti som anges i detta Avtal, TILLHANDAHÅLLS PROGRAMVARAN I BEFINTLIGT SKICK. OM INTE ANNAT FÖLJER AV LAG FRISKRIVER SIG NETWORK ASSOCIATES FRÅN ALLA GARANTIER, SÄVÄL UTTRYCKLIGA SOM UNDERFÖRSTÅDDA, INKLUSIVE UNDERFÖRSTÅDDA GARANTIER AVSEENDE PROGRAMVARANS OCH DEN TILLHÖRANDE DOKUMENTATIONENS ALLMÄNNA LÄMPLIGHET FÖR ETT VISST ÄNDAMÅL OCH MOT INTRÅNG I TREDJE MANS RÄTTIGHETER. DU ANSVARAR FÖR VALET AV PROGRAMVARA FÖR ATT ÅSTADKOMMA DE RESULTAT DU AVSER, OCH FÖR INSTALLATION, ANVÄNDNING OCH UPPNÅDDA RESULTAT AV PROGRAMVARAN. OAVSETT VILLKOREN OVAN GER NETWORK ASSOCIATES INGEN GARANTI FÖR ATT PROGRAMVARAN ÄR FELFRI ELLER SÄKRAD MOT AVBROTT ELLER ANDRA FEL, ELLER ATT PROGRAMVARAN MOTSVARAR DINA KRAV. VISSA STATER OCH LÄNDER TILLÅTER INTE BEGRÄNSNING AV UNDERFÖRSTÅDDA GARANTIER, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

**7. Ansvarsbegränsning.** UNDER INGA SOM HELST OMSTÄNDIGHETER, VARE SIG I FORM AV AVTAL ELLER ANNORLEDES, SKALL NETWORK ASSOCIATES ELLER DESS UNDERLEVERANTÖRER HÅLLAS ANSVARIGA INFÖR DIG ELLER NÅGON ANNAN PERSON FÖR INDIREKT, SÄRSKILD ELLER OFÖRUTSEDD SKADA ELLER FÖLJDSKADA AV NÅGOT SLAG, INKLUSIVE FÖRLUST AV GOODWILL, DRIFTAVBROTT, DATORFEL ELLER FÖR NÅGON ANNAN SKADA ELLER FÖRLUST. UNDER INGA SOM HELST OMSTÄNDIGHETER SKALL NETWORK ASSOCIATES VARA SKYLDIG ATT ERSÄTTA NÅGRA SKADOR UTÖVER DET REKOMMENDERADE CIRKAPRIS SOM NETWORK ASSOCIATES TAR FÖR EN LICENS TILL PROGRAMVARAN, ÄVEN OM NETWORK ASSOCIATES HAR UNDERTRÄTTATS OM ATT SÅDANA SKADOR SKULLE KUNNA UPPSTÅ. DENNA ANSVARSBEGRÄNSNING SKALL INTE GÄLLA ANSVAR FÖR DÖDSFALL ELLER PERSONSKADA OM GÄLLANDE LAG FÖRBJUDER SÅDAN BEGRÄNSNING. VISSA STATER OCH LÄNDER TILLÅTER INTE FRISKRIVNING FRÅN ELLER BEGRÄNSNING AV ANSVARET FÖR OFÖRUTSEDDA SKADOR ELLER FÖLJDSKADOR, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

**8. Amerikanska myndigheter.** Programvaran och den tillhörande dokumentationen anses vara "commercial computer software" respektive "commercial computer software documentation" enligt DFAR Section 227.7202 och FAR Section 12.212, beroende på vilket som är tillämpligt. Varje användning, ändring, reproduktion, offentliggörande, utgivning, visning eller delgivning av Programvaran och den tillhörande Dokumentationen av amerikanska myndigheter skall uteslutande regleras av villkoren i detta Avtal och är förbjuden utom i den utsträckning som uttryckligen beviljas i detta Avtal.

**9. Exportrestriktioner.** Du är informerad om att Programvaran är underkastad amerikanska exportrestriktioner. Du samtycker till att ej exportera, importera eller överlåta Programvaran i strid med amerikansk eller annan tillämplig lag, antingen direkt eller indirekt, och skall inte heller tillåta eller underlätta för andra, exempelvis agenter eller andra tredje män att göra så. Du försäkras att varken "the United States Bureau of Export Administration" eller någon annan myndighet har avstängt, upphävt eller nekat dig exporträttigheter. Du samtycker till att ej överlåta Programvaran till slutanvändare som är verksamma inom områden relaterade till kärnkraft, kemiska eller biologiska vapen, eller missilteknologi, med undantag för de fall du fått tillstånd av den amerikanska regeringen genom lagstiftning eller särskild licens. Dessutom är du medveten om att Programvaran är underkastad exportkontrollagstiftning inom EU och härmed samtycker du till att Programvaran endast skall användas i civila syften. Parterna samtycker till att samarbeta med varandra vid eventuella ansökningar av erforderliga licenser och tillstånd, du är dock införstådd med att det är din skyldighet att uppfylla samtliga export- och importlagar och att Network Associates ej har något ytterligare ansvar efter det att Programvaran har sålts till dig i det land där försäljningen ursprungligen ägde rum.

**10. Högriskaktiviteter.** Programvaran är inte feltolerant och är inte utformad eller avsedd för användning i högriskmiljöer som kräver felsäker drift, inklusive kärnkraftsanläggningar, system för flygnavigering eller flygkommunikation, flygledning, vapensystem, livsuppehållande utrustning och andra användningsområden där fel i programvarans funktion direkt skulle kunna medföra dödsfall, personskada eller allvarlig risk för liv eller egendom (sammansfattningsvis kallat "Högriskaktiviteter"). Network Associates friskriver sig uttryckligen från varje uttrycklig eller underförstådd garanti för lämplighet vid Högriskaktiviteter.

**11. Diverse.** Svensk lag är tillämplig på detta Avtal, med undantag av internationella privaträttsliga regler om lagval. Förenta Nationernas konvention om tillämplig lag för internationella köp av lösa saker tillämpas inte. Detta Avtal fastställer alla rättigheter som tillkommer Programvarans användare och utgör hela avtalet mellan de båda parterna. Network Associates förbehåller sig rätten att utföra periodiskt återkommande granskningar för att försäkra sig om att du inte använder Programvara på ett sätt som strider mot detta Avtal. Network Associates har rätt att under normal kostnad och efter skriftlig förvarning, besöka dig, varvid du skall göra allt material hänförligt till Programvaran tillgänglig för Network Associates eller dess representanter. Network Associates skall ensamt stå för de kostnader som uppkommer vid genomförandet av en granskning. Du skall dock stå för de kostnader som uppkommer vid en sådan granskning, om det vid granskningen framkommer att du har utestående förfallna betalningar till Network Associates med ett belopp som överstiger fem procent (5 %) av den initiala licensavgiften för Programvaran eller för det fall det framkommer att du använder Programvaran på ett obehörigt sätt. Detta Avtal har företräde framför all annan kommunikation avseende Programvaran och Dokumentationen. Avtalet får inte ändras annat än genom ett skriftligt tillägg som utfärdats av en vederbörligen behörig representant för Network Associates. Inget villkor i detta Avtal skall åsidosättas annat än genom ett skriftligt åsidosättande som undertecknats av Network Associates eller av en vederbörligen auktoriserad representant för Network Associates. Om något villkor i detta Avtal skulle befinnas vara ogiltigt, skall återstoden av Avtalet fortsätta att gälla fullt ut. Parterna bekräftar att detta Avtal enligt deras önskemål har avfattats på svenska.

**12. NETWORK ASSOCIATES KUNDKONTAKT.** Om du har några frågor rörande dessa villkor, eller om du vill kontakta Network Associates av någon annan orsak, kan du ringa 00800- 122- 55- 624 eller +31 20 586 61 00, eller skriva till: Network Associates, Datavägen 3A, Box 596, S- 175 26 Järfälla, Sverige. <http://www.nai.com>. Urfästelser gjorda till dig inom ramen för denna försäljning lyder under Year 2000 Information and Readiness Disclosure Act (Public Law 105- 271). I händelse av tvist kan denna lag begränsa din rätt att utnyttja urfästelser rörande år 2000- säkerhet, såvida inget annat anges i ditt avtal. N1-0301-SW-02

TILL ALLA ANVÄNDARE: LÄS NOGA IGENOM FÖLJANDE AVTAL ("AVTALET") SOM GÄLLER LICENSEN FÖR DEN ANGIVNA PROGRAMVARAN ("PROGRAMVARAN") SOM PRODUCERATS AV NETWORK ASSOCIATES N. A. AB ("NETWORK ASSOCIATES"). GENOM ATT KLIKA PÅ KNAPPEN SOM GODTAR VILLKOREN ELLER GENOM ATT INSTALLERA PROGRAMVARAN ACCEPTERAR DU (SOM FYSISK ELLER JURIDISK PERSON) ATT FÖLJA VILLKOREN OCH BLI BUNDEN AV DETTA AVTAL. OM DU INTE GODTAR SAMTLIGA VILLKOR I DETTA AVTAL, KLIKA DU PÅ KNAPPEN SOM FÖRKASTAR AVTALET OCH AVSTÅR FRÅN ATT INSTALLERA PROGRAMVARAN. (I FÖREKOMMANDE FALL KAN DU ÅTERLÄMNA PRODUKTEN TILL INKÖPSSTÄLLET OCH FÅ HELA INKÖPSSUMMAN TILLBAKA.)

**1. Licensmedgivande.** Under förutsättning att du erlagt relevant licensavgift och godtagit Avtalets villkor, beviljar Network Associates dig härmed en icke-exklusiv, icke-överlåtbar rätt att använda ett exemplar av Programvaran och tillhörande dokumentation ("Dokumentationen"). Du får installera ett exemplar av programvaran på en dator, arbetsstation, handdator, personsökare, "smart telefon" eller annan elektronisk enhet för vilken programvaran har utformats ("Klientenhet"). Om Programvaran licensieras som en serie eller en del av ett paket bestående av mer än en angiven programvaruprodukt, gäller denna licens alla sådana angivna programprodukter, med reservation för alla restriktioner eller villkor för användning som anges i relevant prislista eller på förpackningen avseende varje sådan programvaruprodukt för sig.

**a. Användning.** Programvaran licensieras som en enskild produkt. Den får inte användas på mer än en Klientenhet eller av mer än en användare åt gången, utom enligt medgivandet i denna punkt 1. Programvaran anses vara "1 användning" på en Klientenhet när den läses in i det tillfälliga minnet (dvs. Random Access Memory eller RAM) eller installeras i det permanenta minnet (t. ex. på hårddisken, CD-ROM eller annan lagringsenhet) på sådan Klientenhet. Denna licens ger dig rätt att framställa ett exemplar av Programvaran uteslutande för säkerhets- eller arkivändamål, förutsatt att Programvarans alla upphovsrättsmeddelanden överförs till sådant exemplar.

**b. Serverläge.** Du får använda Programvaran på en Klientenhet som server ("Server") i ett fleranvändarsystem eller en nätverksmiljö ("Serverläge") endast om sådan användning tillåts i relevant prislista eller på Programvarans förpackning. En separat licens krävs för varje Klientenhet eller "arbetsplats" som kan vara ansluten till servern vid en och samma tidpunkt, oavsett om sådana licensierade Klientenheter eller arbetsplatser är samtidigt anslutna till, har tillgång till eller använder Programvaran. Användning av programvara eller maskinvara som minskar antalet Klientenheter eller arbetsplatser som direkt har tillgång till eller utnyttjar Programvaran (t. ex. "multiplexering" eller "pooling" av programvara eller maskinvara) minskar inte antalet licenser som behövs (dvs. det behövliga antalet licenser skall motsvara antalet ingångar till multiplexerings- eller pooling-programmets eller maskinvarans noder). Om det antal Klientenheter eller arbetsplatser som kan anslutas till Programvaran överstiger antalet licenser du har köpt, måste du ha någon form av spärr som garanterar att Programvarans användning inte överskrider den begränsning som dina licenser anger. Denna licens ger dig rätt att framställa eller läsa ner ett exemplar av Dokumentationen för varje Klientenhet eller arbetsplats du har licens för, förutsatt att Dokumentationens alla upphovsrättsmeddelanden överförs till varje exemplar.

**c. Volymlicensanvändning.** Om Programvaran licensieras enligt villkoren i en volymlicens, får du framställa, använda och installera ytterligare exemplar av Programvaran på angivet antal Klientenheter enligt villkoren i volymlicensen. Du måste ha någon form av spärr som garanterar att antalet Klientenheter på vilka Programvaran har installerats inte överstiger det antal licenser du har införskaffat. Denna licens ger dig rätt att framställa eller läsa ner ett exemplar av Dokumentationen för varje ytterligare kopia som volymlicensen ger behörighet till, förutsatt att Dokumentationens alla upphovsrättsmeddelanden överförs till varje exemplar.

**2. Varaktighet.** Detta Avtal gäller i två (2) år eller tills det sägs upp enligt de villkor som angetts häri. Avtalet avslutas automatiskt om du bryter mot någon begränsning eller annat villkor som anges i detta Avtal. När detta Avtal sägs upp eller upphör att gälla, måste du förstöra samtliga exemplar av Programvaran eller Dokumentationen.

**3. Uppdateringar.** Under Avtalets giltighetstid är licensen begränsad till den version av Programvaran som levereras av Network Associates och inkluderar ej efterföljande versioner, uppdateringar, modifieringar eller bearbetningar, med undantag för de fall då du har ett separat underhållsavtal. Om du har ett separat underhållsavtal har du rätt att under den tidsperiod som anges i relevant prislista för Programvaran, ladda ner ändringar och uppdateringar av Programvaran allt eftersom Network Associates ger ut dem via sin elektroniska anslagsstavel, webbplats eller annan online-tjänst. Efter den angivna tidsperioden har du inte längre rätt att erhålla nya versioner eller uppdateringar utan att köpa en licens till Programvaran.

**4. Upphovsrätt.** Programvaran skyddas av andra länders och USAs upphovsrättslagar och internationella konventioner. Network Associates och dess underleverantörer innehar och behåller alla rättigheter till Programvaran, inklusive upphovsrätten och rätten till, patent, företagshemligheter, varumärken och annan immateriell rättighet. Innehav, installation eller användning av Programvaran innebär inte att du erhåller någon form av immateriell rättighet till Programvaran, och du erhåller inga rättigheter till Programvaran utöver vad som uttryckligen anges i detta Avtal. Samtliga exemplar av Programvaran och Dokumentationen som framställs under licensen måste innehålla samma upphovsrättsmeddelande som visas på och i Programvaran och Dokumentationen.

**5. Restriktioner.** Det är förbjudet att, med eller utan ersättning, sälja, leasa, underlicensiera, hyra ut, låna ut eller på något annat sätt överlåta Programvaran. Det är förbjudet att till någon tredje man avslöja vad som framkommit vid ett prestandatest av Programvaran, utan att på förhand inhämta skriftligt samtycke från Network Associates. Du samtycker till att inte låta någon tredje man (med undantag för tredje män som är bundna av en sekretessklausul gentemot Dig, med likalydande innehåll som sekretessen under denna punkt) använda Programvaran och skall tillse, efter vad som är skäligt att Programvaran ej utnyttjas av obehöriga eller på sätt som är otillåtet. Det är förbjudet att låta tredje man dra fördel av Programvarans användning eller funktion genom tidsdelning, servicebyråer eller andra arrangemang, om inte sådan användning tillåts i relevant prislista, på inköpsordern eller på Programvarans förpackning. Du har inte rätt att överlåta några av de rättigheter som tilldelas dig i detta Avtal. Det är förbjudet att avkoda, dekompileera eller demontera Programvaran, om inte denna restriktion är uttryckligen förbjuden av gällande lag. Det är förbjudet att modifiera eller bearbeta Programvaran eller delar av den. Det är förbjudet att framställa exemplar av Programvaran eller Dokumentationen annat än som uttryckligen medges i punkt 1 ovan. Det är förbjudet att avlägsna upphovsrättsmeddelanden eller etiketter från Programvaran. Network Associates förbehåller sig alla rättigheter som inte uttryckligen beviljas i detta Avtal. Network Associates förbehåller sig rätten att med jämna mellanrum och efter skriftlig förvarning utföra kontroller av att villkoren i detta Avtal följs.

**6. Garanti och friskrivning från ansvar.**

**a. Begränsad garanti.** Network Associates garanterar för en period av sextio (60) dagar från det datum då de media programvaran levererades på (t. ex. disketter) ursprungligen inköptes, att dessa media är fria från material- och tillverkningsfel.

**b. Kundens påföljder.** Network Associates och dess underleverantörers fulla ansvar och din enda påföljd för varje brott mot den ovan nämnda garantin skall vara, enligt Network Associates gottfinnande, antingen (i) återbetalning av det eventuella inköpspris som erlagts för licensen eller (ii) utbyte av de media på vilka Programvaran levererades. Du måste återsända felaktiga media till Network Associates på din egen

bekostnad, tillsammans med en kopia av inköpskvittot. Denna begränsade garanti är ogiltig om felet har orsakats genom olyckshändelse, skadegörelse eller felaktig användning. Eventuella ersättningsmedia är garanterade mot fel under återstoden av den ursprungliga garantiperioden. Utanför USA är denna påföljd inte tillgänglig om den strider mot Network Associates skyldighet att följa USAs lagar och förordningar angående exportrestriktioner.

- c. Begränsning av garanti.** Med undantag av den begränsade garanti som anges i detta Avtal, TILLHANDAHÅLLS PROGRAMVARAN I BEFINTLIGT SKICK. OM INTE ANNAT FÖLJER AV LAG FRISKRIVER SIG NETWORK ASSOCIATES FRÅN ALLA GARANTIER, SÄVÄL UTTRYCKLIGA SOM UNDERFÖRSTÅDDA, INKLUSIVE UNDERFÖRSTÅDDA GARANTIER AVSEENDE PROGRAMVARANS OCH DEN TILLHÖRANDE DOKUMENTATIONENS ALLMÄNNA LÄMPLIGHET FÖR ETT VISST ÄNDAMÅL OCH MOT INTRÅNG I TREDJE MANS RÄTTIGHETER. DU ANSVARAR FÖR VALET AV PROGRAMVARA FÖR ATT ÅSTADKOMMA DE RESULTAT DU AVSER, OCH FÖR INSTALLATION, ANVÄNDNING OCH UPPNÅDDA RESULTAT AV PROGRAMVARAN. OAVSETT VILLKOREN OVAN GER NETWORK ASSOCIATES INGEN GARANTI FÖR ATT PROGRAMVARAN ÄR FELFRI ELLER SÅKRAD MOT AVBROTT ELLER ANDRA FEL, ELLER ATT PROGRAMVARAN MOTSVARAR DINA KRAV. VISSA STATER OCH LÄNDER TILLÅTER INTE BEGRÄNSNING AV UNDERFÖRSTÅDDA GARANTIER, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

VISSA STATER OCH LÄNDER TILLÅTER INTE BEGRÄNSNING AV UNDERFÖRSTÅDDA GARANTIER, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

- 7. Ansvarsbegränsning.** UNDER INGA SOM HELST OMSTÄNDIGHETER, VARE SIG I FORM AV AVTAL ELLER ANNORLEDES, SKALL NETWORK ASSOCIATES ELLER DESS UNDERLEVERANTÖRER HÅLLAS ANSVARIGA INFÖR DIG ELLER NÅGON ANNAN PERSON FÖR INDIREKT, SÄRSKILD ELLER OFÖRUTSEDD SKADA ELLER FÖLJDSKADA AV NÅGOT SLAG, INKLUSIVE FÖRLUST AV GOODWILL, DRIFTVABROTT, DATORFEL ELLER FÖR NÅGON ANNAN SKADA ELLER FÖRLUST. UNDER INGA SOM HELST OMSTÄNDIGHETER SKALL NETWORK ASSOCIATES VARA SKYLDIG ATT ERSÄTTA NÅGRA SKADOR UTÖVER DET REKOMMENDERADE CIRKAPRIS SOM NETWORK ASSOCIATES TAR FÖR EN LICENS TILL PROGRAMVARAN, ÄVEN OM NETWORK ASSOCIATES HAR UNDERRÄTTATS OM ATT SÄDANA SKADOR SKULLE KUNNA UPPSTÅ. DENNA ANSVARSBEGRENSNING SKALL INTE GÄLLA ANSVAR FÖR DÖDSFALL ELLER PERSONSKADA OM GÄLLANDE LAG FÖRBJUDER SÄDAN BEGRÄNSNING. VISSA STATER OCH LÄNDER TILLÅTER INTE FRISKRIVNING FRÅN ELLER BEGRÄNSNING AV ANSVARET FÖR OFÖRUTSEDDA SKADOR ELLER FÖLJDSKADOR, SÅ DET ÄR MÖJLIGT ATT DESSA BEGRÄNSNINGAR INTE GÄLLER DIG. Ovanstående villkor skall tillämpas så långt tillämplig lag medger.

- 8. Amerikanska myndigheter.** Programvaran och den tillhörande dokumentationen anses vara "commercial computer software" respektive "commercial computer software documentation" enligt DFAR Section 227.7202 och FAR Section 12.212, beroende på vilket som är tillämpligt. Varje användning, ändring, reproduktion, offentliggörande, utgivning, visning eller delgivning av Programvaran och den tillhörande Dokumentationen av amerikanska myndigheter skall uteslutande regleras av villkoren i detta Avtal och är förbjuden utom i den utsträckning som uttryckligen beviljas i detta Avtal.

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- 10. Högriskaktiviteter.** Programvaran är inte feltolerant och är inte utformad eller avsedd för användning i högriskmiljöer som kräver felsäker drift, inklusive kärnkraftsanläggningar, system för flygnavigering eller flygkommunikation, flygledning, vapensystem, livsuppehållande utrustning och andra underhållningsområden där fel i programvarans funktion direkt skulle kunna medföra dödsfall, personskada eller allvarlig risk för liv eller egendom (sammansfattningsvis kallat "Högriskaktiviteter"). Network Associates friskriver sig uttryckligen från varje uttrycklig eller underförstådd garanti för lämplighet vid Högriskaktiviteter.

- 11. Diverse.** Svensk lag är tillämplig på detta Avtal, med undantag av internationella privaträttsliga regler om lagval. Förenata Nationernas konvention om tillämplig lag för internationella köp av lösa saker tillämpas inte. Detta Avtal fastställer alla rättigheter som tillkommer Programvarans användare och utgör hela avtalet mellan de båda parterna. Network Associates förbehåller sig rätten att utföra periodiskt återkommande granskningar för att försäkra sig om att du inte använder Programvara på ett sätt som strider mot detta Avtal. Network Associates har rätt att under normal kontrolltid och efter skriftlig förvarning, besöka dig, varvid du skall göra all material hänförligt till Programvaran tillgänglig för Network Associates eller dess representanter. Network Associates skall ensamt stå för de kostnader som uppkommer vid genomförandet av en granskning. Du skall dock stå för de kostnader som uppkommer vid en sådan granskning, om det vid granskningen framkommer att du har utestående förfallna betalningar till Network Associates med ett belopp som överstiger fem procent (5 %) av den initiala licensavgiften för Programvaran eller för det fall det framkommer att du använder Programvaran på ett obehörigt sätt. Detta Avtal har företräde framför all annan kommunikation avseende Programvaran och Dokumentationen. Avtalet får inte ändras annat än genom ett skriftligt tillägg som utfärdats av en vederbörligen behörig representant för Network Associates. Inget villkor i detta Avtal skall åsidosättas annat än genom ett skriftligt åsidosättande som undertecknats av Network Associates eller av en vederbörligen auktoriserad representant för Network Associates. Om något villkor i detta Avtal skulle befinnas vara ogiltigt, skall återstoden av Avtalet fortsätta att gälla fullt ut. Parterna bekräftar att detta Avtal enligt deras önskemål har avfattats på svenska.

- 12. NETWORK ASSOCIATES KUNDKONTAKT.** Om du har några frågor rörande dessa villkor, eller om du vill kontakta Network Associates av någon annan orsak, kan du ringa 00800- 122- 55- 624 eller +31 20 586 61 00, eller skriva till: Network Associates, Datavägen 3A, Box 596, S- 175 26 Järfälla, Sverige. [http:// www.nai.com](http://www.nai.com). Utfästelser gjorda till dig inom ramen för denna försäljning lyder under Year 2000 Information and Readiness Disclosure Act (Public Law 105- 271). I händelse av tvist kan denna lag begränsa din rätt att utnyttja utfästelser rörande år 2000- säkerhet, såvida inget annat anges i ditt avtal. N1-0301-SW-02

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**b. Modo Servidor.** Você poderá utilizar o Software em um Dispositivo do Cliente como um servidor ("Servidor") dentro de um ambiente de rede ou multiusuário ("Modo servidor") somente se tal uso for permitido na lista de preços ou na embalagem do Software. Uma outra licença será necessária para cada Dispositivo do Cliente ou "assento" que possa estar conectado ao Servidor a qualquer tempo, independentemente desses Dispositivos dos Clientes ou assentos licenciados estarem ou não simultaneamente conectados ou realmente acessando ou usando o Software. O uso de um software ou hardware que reduza o número de Dispositivos dos Clientes ou assentos que utilizam ou acessam diretamente o Software (como o software ou o hardware para "multiplex" ou "agrupamento") não reduz a quantidade de licenças necessárias (por exemplo, a quantidade de licenças necessárias deverá ser igual ao número de entradas distintas no software ou hardware de multiplex ou de agrupamento em primeiro plano ("frontend")). Se o número de Dispositivos dos Clientes que puderem conectar-se ao Software for capaz de exceder o número de licenças adquiridas, você deverá ter um mecanismo razoável instalado para garantir que o uso do Software não ultrapasse os limites de uso especificados para as licenças que você obteve. Esta licença autoriza você a realizar ou receber por download uma cópia da Documentação para cada Dispositivo do Cliente ou assento licenciado, contanto que cada referida cópia contenha todos os avisos de propriedade da Documentação.

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#### **6. Garantia e Renúncias.**

- a. Garantia Limitada.** A Network Associates garante que por noventa (90) dias a partir da data da compra original, o suporte físico (por exemplo, os disquetes) no qual o Software está contido será livre de defeitos de materiais e de fabricação.
- b. Recursos do Cliente.** A responsabilidade integral da Network Associates e de suas fornecedoras e o seu único recurso por qualquer falha da garantia supra mencionada será, a critério da Network Associates, (i) a devolução do preço de compra pago pela licença, se houver, ou (ii) a substituição do suporte físico defeituoso que contém o Software. Você deverá devolver o suporte físico defeituoso para a Network Associates, às suas custas, com uma cópia do comprovante de compra. Esta garantia limitada será nula se o defeito decorrer de acidente, qualquer uso do Software de uma maneira para a qual ele não foi projetado ou de forma diferente da permitida sob este Contrato, ou qualquer manual de usuário. Qualquer suporte físico substituído será garantido pelo período da garantia original restante. Fora dos Estados Unidos, este recurso poderá não estar disponível pois a Network Associates está sujeita às restrições das leis e normas do controle de exportações dos Estados Unidos.
- c. Exclusão da Garantia.** Exceto pela garantia limitada acima descrita, O SOFTWARE É DISTRIBUÍDO NA CONDIÇÃO EM QUE SE ENCONTRA ("AS IS"). NA EXTENSÃO MÁXIMA PERMITIDA PELA LEGISLAÇÃO APLICÁVEL, A NETWORK ASSOCIATES E SUAS FORNECEDORAS NEGAM TODAS AS GARANTIAS, EXPRESSAS OU TÁCITAS, INCLUINDO, MAS NÃO SE LIMITANDO AS GARANTIAS IMPLÍCITAS DE COMERCIALIZAÇÃO, DE ADEQUAÇÃO PARA FIM ESPECÍFICO E A GARANTIA DE NÃO VIOLAÇÃO RELATIVA AO SOFTWARE E A DOCUMENTAÇÃO QUE O ACOMPANHA. VOCÊ ASSUME A RESPONSABILIDADE PELA ESCOLHA DE UM SOFTWARE QUE ATENDA OS RESULTADOS POR VOCÊ ESPERADOS E PELA INSTALAÇÃO, PELO USO E PELOS RESULTADOS OBTIDOS DO SOFTWARE. SEM RESTRINGIR AS DISPOSIÇÕES ACIMA DESCRITAS, A NETWORK ASSOCIATES E SUAS FORNECEDORAS NÃO OFERECEM QUAISQUER GARANTIAS DE QUE O SOFTWARE SERÁ LIVRE DE ERROS, DE INTERRUPÇÕES OU DE OUTRAS FALHAS OU DE QUE O SOFTWARE IRÁ SUPRIR SUAS NECESSIDADES. ALGUNS ESTADOS E PAÍSES NÃO PERMITEM LIMITAÇÕES COM RESPEITO ÀS GARANTIAS TÁCITAS, ASSIM SENDO, AS LIMITAÇÕES ACIMA PODEM NÃO SE APLICAR A VOCÊ. As disposições acima descritas serão exequíveis no limite máximo permitido pela legislação aplicável.

**7. Limitação de Responsabilidade.** SOB NENHUMA CIRCUNSTÂNCIA E SOB NENHUMA TEORIA LEGAL, RESPONSABILIDADE CIVIL, CONTRATUAL OU DE OUTRA FORMA, A NETWORK ASSOCIATES OU SUAS FORNECEDORAS SERÃO RESPONSÁVEIS POR VOCÊ OU QUALQUER OUTRA PESSOA POR QUALQUER DANO INDIRETO, ESPECIAL OU EMERGENTES DE QUALQUER TIPO; INCLUINDO, SEM LIMITAÇÃO, DANOS POR PERDA DE FUNDO DE COMÉRCIO, INTERRUPÇÃO DE TRABALHO, FALHAS OU MAU FUNCIONAMENTO DE COMPUTADORES, OU POR TODOS E QUAISQUER DANOS E PERDAS. EM HIPÓTESE ALGUMA A NETWORK ASSOCIATES OU SUAS FORNECEDORAS SERÃO RESPONSÁVEIS POR QUAISQUER DANOS QUE EXCEDAM O PREÇO DE LISTA DE PREÇOS QUE A NETWORK ASSOCIATES COBRA POR UMA LICENÇA DO SOFTWARE, MESMO SE A NETWORK ASSOCIATES OU SUAS FORNECEDORAS TIVEREM SIDO AVISADAS DA POSSIBILIDADE DE TAIS DANOS. ESTA LIMITAÇÃO DE RESPONSABILIDADE NÃO SE APLICARÁ ÀS RESPONSABILIDADES POR MORTES NEM FERIMENTOS PESSOAIS CASO A LEGISLAÇÃO APLICÁVEL PROÍBA TAL LIMITAÇÃO. ALGUNS ESTADOS E PAÍSES NÃO PERMITEM A EXCLUSÃO OU LIMITAÇÃO DE DANOS ESPECIAIS OU EMERGENTES, DE MODO QUE ESTA LIMITAÇÃO E EXCLUSÃO PODE NÃO SE APLICAR A VOCÊ. As disposições supra serão exequíveis no limite máximo permitido pela legislação aplicável.

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**10. Atividades de Alto Risco.** Este Software não é resistente a possíveis interrupções, e não foi projetado para uso em ambientes de alto risco que necessitam de um desempenho livre de falhas, incluindo sem limitações, operações em instalações nucleares, sistemas de navegação ou de comunicações de aeronaves, controle de tráfego aéreo, armamentos, equipamentos de suporte direto à vida ou

qualquer outra aplicação na qual a falha do Software possa resultar diretamente em morte, ferimentos pessoais ou danos graves pessoais ou de propriedade (coletivamente, "Atividades de alto risco"). A Network Associates nega expressamente qualquer garantia, explícita ou implícita, de que o Software é apropriado para Atividades de alto risco.

**11. Disposições Gerais.** Este Contrato é regido pelas leis do Brasil, sem referência a princípios de conflitos legais. A aplicação da Convenção de Contratos Para a Venda Internacional de Bens das Nações Unidas é expressamente excluída. Este Contrato dispõe sobre todos os direitos do usuário do Software e representa o acordo integral entre as partes interessadas. Network Associates reserva-se ao direito de periodicamente realizar uma auditoria para assegurar-se que você não está usando qualquer Software em violação deste Contrato. Durante o horário comercial e sob notificação prévia por escrito, Network Associates poderá visitá-lo e você disponibilizará qualquer registro pertinente ao Software da Network Associate à Network ou seus representantes. As custas de qualquer auditoria requisitada será arcada somente pela Network Associates, a menos que tal auditoria revele um não pagamento ou valor devido para Network Associates num montante que exceda cinco por cento (5%) da taxa inicial da licença pelo software ou se você estiver usando o software de uma maneira não autorizada, casos em que você pagará as custas da auditoria. O presente Contrato prevalece sobre quaisquer outras comunicações em relação ao Software e à Documentação. Este Contrato não poderá ser modificado, exceto por um aditamento por escrito emitido por um representante devidamente autorizado da Network Associates. Nenhuma disposição deste instrumento será considerada como renunciada a menos que tal renúncia seja por escrito e assinada pela Network Associates ou por um representante devidamente autorizado da Network Associates. Se qualquer disposição deste Contrato for considerada inválida, o restante do Contrato continuará em pleno vigor e efeito. Ambas as partes se declaram de acordo em ter este documento redigido somente no idioma Português. As partes elegem o Foro da Cidade de São Paulo, Estado de São Paulo para dirimir quaisquer dúvidas decorrentes do presente Contrato, expressamente renunciado a qualquer foro por mais privilegiado que seja.

**12. CONTATO PARA CLIENTES DA NETWORK ASSOCIATES.** Caso tenha dúvidas sobre estes termos e condições, ou se desejar entrar em contato com a Network Associates do Brasil Ltda. por qualquer outro motivo, ligue para (+11) 5505-1009, fax (+11) 5505-1006, ou escreva para: Network Associates do Brasil Ltda., Rua Geraldo Flausino Gomes, 78 conj. 51, Brooklin Novo, São Paulo - SP Brasil, CEP 04575-060. <http://www.nai.com>.

N2-0301-BR-01

AVISO A TODOS LOS USUARIOS: LEA DETENIDAMENTE EL SIGUIENTE CONTRATO DE LICENCIA (EN ADELANTE, EL "CONTRATO") DEL SOFTWARE ESPECIFICADO (EN ADELANTE, EL "SOFTWARE") POR NETWORK ASSOCIATES INTERNATIONAL B.V. (EN ADELANTE, "NETWORK ASSOCIATES"), AL PULSAR EL BOTÓN ACEPTAR O AL INSTALAR EL SOFTWARE, EL USUARIO (PERSONA FÍSICA O ENTIDAD) ACEPTA SU VINCULACIÓN A ESTE CONTRATO Y SE CONVIERTE EN PARTE DEL MISMO. SI EL USUARIO NO ESTÁ DE ACUERDO CON TODAS LAS CONDICIONES DE ESTE CONTRATO, DEBERÁ PULSAR EL BOTÓN QUE INDICA QUE NO SE ACEPTAN LAS CONDICIONES Y SE ABSTENDRÁ DE INSTALAR EL SOFTWARE. (SI PROCEDE, PUEDE DEVOLVER EL PRODUCTO AL LUGAR DONDE LO ADQUIRIÓ Y OBTENER EL REEMBOLSO DEL IMPORTE PAGADO POR EL MISMO.)

**1. Concesión de Licencia.** Sujeto al pago de la tarifa correspondiente a la licencia y a las condiciones y términos especificados en este Contrato, Network Associates otorga mediante el presente Contrato al Usuario el derecho no exclusivo e intransferible a utilizar una copia de la versión especificada del Software y la documentación adjunta ("Documentación"). El Usuario podrá instalar una copia del Software en un ordenador, una estación de trabajo, un asistente digital personal, un avisador o busca, un "teléfono inteligente" o en otro dispositivo electrónico para el que el Software esté diseñado (individualmente considerados en adelante, "Dispositivo del Usuario"). En caso de otorgar la licencia del Software dentro de un conjunto o paquete de productos de Software especificados, esta licencia se aplicará a todos los productos de Software especificados, sujetos a las restricciones o condiciones de uso determinadas en la lista de tarifas de Software correspondiente o en el embalaje del producto que se apliquen a cualquiera de dichos productos de Software por separado.

**a. Uso.** La licencia del Software se otorga exclusivamente para un único producto y, por lo tanto, no se podrá utilizar en más de un Dispositivo del Usuario o por más de un Usuario a la vez, salvo lo dispuesto en esta Cláusula 1. Se entiende que el Software está "en uso" en un Dispositivo del Usuario cuando se carga en la memoria temporal (es decir, la memoria de acceso aleatorio o RAM) o cuando se instala en la memoria permanente (es decir, disco duro, CD-ROM u otro dispositivo de almacenamiento) del Dispositivo del Usuario. Esta licencia autoriza a realizar una copia del Software, con la única finalidad de archivar o efectuar copias de seguridad, siempre que dicha copia contenga todos los avisos de propiedad del Software.

**b. Modo Servidor.** El Usuario puede utilizar el Software en un Dispositivo del Usuario o como servidor ("Servidor") en un entorno de varios usuarios o de red ("Modo servidor") solamente en el supuesto de que se autorice este uso del Software en la lista de tarifas correspondiente o en el embalaje del Software. Se necesitará otra licencia para cada Dispositivo del Usuario o "equipo" que se conecte al Servidor en cualquier momento, independientemente de si tales Dispositivos del Usuario o equipos con licencia están conectados de forma simultánea al Software, o bien, acceden o utilizan el mismo. El uso de software o hardware que reduzca el número de Dispositivos del Usuario o equipos que directamente accedan al Software o utilicen el mismo (por ejemplo, software o hardware "multiplexor" o "de agrupamiento"), no reducirá el número de licencias necesarias (es decir, el número de licencias necesarias debe ser igual al número de diferentes entradas al software multiplexor o de agrupamiento o al "programa final" del hardware). Si el número de Dispositivos del Usuario o equipos que se pueden conectar al Software supera el número de licencias concedidas, se deberá disponer de un mecanismo razonable para asegurar que el uso del Software no incumple los límites de uso especificados en la licencia otorgada. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación de cada Dispositivo del Usuario o equipo con licencia, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**c. Licencias por Volumen.** Si la licencia del Software se otorga en base a condiciones de volumen, especificadas en la lista de tarifas correspondiente o en el embalaje del Software, el Usuario podrá realizar, utilizar e instalar la cantidad de copias del Software en el número de Dispositivos del Usuario autorizados en la licencia por volumen. El Usuario deberá disponer de un mecanismo razonable para asegurar que el número de Dispositivos del Usuario en que se ha instalado el Software no supera la cantidad de licencias otorgadas. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación por cada copia adicional autorizada en la licencia de volumen, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**2. Periodo de vigencia.** Este Contrato tendrá una duración indefinida, a menos que el mismo sea resuelto previamente de conformidad con alguna de sus Cláusulas. El presente Contrato se resolverá de forma automática en el supuesto de que el Usuario incumpla alguna limitación o requisito descrito en el mismo. En el momento de la resolución o expiración del Contrato, el Usuario deberá destruir todas las copias del Software y de la Documentación.

**3. Actualizaciones.** La presente licencia está limitada a la versión del Software suministrada por Network Associates y no incluye versiones, actualizaciones, modificaciones o revisiones posteriores, salvo que se firme un contrato de mantenimiento por separado. En el supuesto de que se firme dicho contrato, durante el período especificado en la lista de tarifas de Software correspondiente, el Usuario estará autorizado a descargar revisiones o actualizaciones del Software en el momento y en la forma en que Network Associates las publique a través de su sistema de publicación electrónica, sitio web u otros servicios en línea. Después del período antes especificado, el Usuario no gozará de derecho alguno a recibir ninguna revisión o actualización sin la compra adquisición de una nueva licencia del Software.

**4. Derechos de propiedad.** Este Software se halla protegido por las leyes de derechos de autor de los Estados Unidos y por tratados internacionales. Network Associates y sus proveedores son propietarios y mantienen todos los derechos y la titularidad sobre el Software, así como el interés hacia el mismo, incluyéndose todos los derechos de autor, patentes, derechos comerciales secretos, marcas comerciales y demás derechos de propiedad intelectual e industrial aplicables. La posesión, instalación o utilización del Software por parte del Usuario no transfiere a éste titularidad alguna acerca de la propiedad intelectual del mismo, ni otorga derechos sobre el Software, excepto por lo establecido en los términos establecidos expresamente en este Contrato. Todas las copias del Software y la Documentación realizadas por el presente documento Contrato deberán contener los mismos avisos de propiedad que aparecen en el Software y la Documentación.

**5. Restricciones.** El Usuario no podrá vender, alquilar, licenciar, arrendar o transferir de cualquier forma, gratuita o no, el Software. El Usuario no revelará a terceros los resultados de cualquier test de referencia (*benchmark test*) realizado sobre el Software sin el previo consentimiento de Network Associates por escrito. El Usuario no deberá permitir que terceros (salvo aquellos que hayan suscrito un contrato con el Usuario que contenga obligaciones de confidencialidad no menos restrictivas que las establecidas en el presente Contrato) usen el Software de forma alguna y llevará a cabo todo lo que esté en su mano para impedir que se lleve a cabo un uso inapropiado o desautorizado del Software. El Usuario no deberá permitir que terceros se aprovechen del uso o funcionamiento del Software en un contrato de oficina de tiempo mediante su uso compartido, contrato de servicios o de otro tipo, excepto en los casos en que dicho uso se especifique en la lista de tarifas correspondiente o en el embalaje del Software. Asimismo, el Usuario no puede transferir los derechos

otorgados en este Contrato, ni puede realizar ingeniería inversa, descompilar o desmontar el Software, excepto en la medida en que la ley aplicable prohíba esta restricción de forma expresa. La información de interfase necesaria para lograr la interoperabilidad del Software con programas de cómputo creados de manera independiente, será proporcionada por Network Associates a petición y mediante el pago de los costos y gastos razonables de Network Associates por tal concepto. El Usuario no puede: modificar ni crear ningún trabajo derivado de todo el Software o de parte de éste; copiar el Software o la Documentación, excepto de la forma permitida expresamente en la Cláusula 1 anterior; ni eliminar ningún aviso de propiedad o etiquetas del Software. Todos los derechos que no hayan sido mencionados aquí de forma expresa, quedan reservados a Network Associates.

#### **6. Garantía y renuncia.**

**a. Garantía limitada.** Network Associates garantiza que, durante los sesenta (60) días posteriores al otorgamiento de la licencia, los medios o soportes (por ejemplo, disquetes) que contienen el Software no presentarán defectos de material ni de fabricación.

**b. Acciones del Usuario.** La única responsabilidad de Network Associates y de sus proveedores y la compensación exclusiva que corresponderá al Usuario por cualquier incumplimiento de la garantía anterior será, según criterio de Network Associates, (i) la devolución de la cantidad abonada por la licencia, de haber sido ésta abonada, o (ii) la sustitución del medio o soporte defectuoso que contiene el Software. El Usuario deberá devolver el medio o soporte defectuoso a Network Associates con una copia de la factura y pagar los gastos de envío. Esta garantía limitada no será válida si el defecto es consecuencia de un accidente o uso incorrecto o abusivo. Cualquier medio o soporte de sustitución reemplazado estará garantizado durante el resto del período de garantía original. Fuera de los Estados Unidos, esta compensación puede no resultar aplicable en la medida en que Network Associates esté sujeto a las restricciones establecidas por las leyes y normativas de los Estados Unidos sobre control a la exportación.

**c. Limitaciones a la Garantía.** Salvo por la garantía anteriormente expuesta, EL SOFTWARE SE ENTREGA "TAL Y COMO ESTÁ". EN LA MEDIDA EN QUE LAS LEYES APPLICABLES LO PERMITAN, NETWORK ASSOCIATES RENUNCIA A OTORGAR CUALESQUIERA GARANTÍAS, TANTO EXPRESAS COMO IMPLÍCITAS, INCLUIDAS, SIN CARACTER EXHAUSTIVO, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD, ADECUACIÓN A UN DETERMINADO FIN Y NO INFRACCIÓN, RESPECTO AL SOFTWARE Y LA DOCUMENTACIÓN ADJUNTA. EL USUARIO ASUME TODA LA RESPONSABILIDAD EN LA SELECCIÓN DEL SOFTWARE PARA OBTENER LOS RESULTADOS ESPERADOS Y EN LA INSTALACIÓN, USO Y RESULTADOS OBTENIDOS CON EL SOFTWARE. SIN PERJUICIO DE LO ANTERIOR, NETWORK ASSOCIATES NO GARANTIZA QUE EL SOFTWARE ESTÉ EXENTO DE ERRORES, INTERRUPCIONES U OTRO TIPO DE FALLOS, NI QUE SE AJUSTE A LAS NECESIDADES DEL USUARIO. ALGUNOS ESTADOS Y JURISDICCIONES NO PERMITEN LAS LIMITACIONES EN LAS GARANTÍAS IMPLÍCITAS, POR LO QUE PUEDE QUE LA LIMITACIÓN ANTERIOR NO SE APLIQUE AL USUARIO ACTUAL. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**7. Limitación de responsabilidades.** EN NINGÚN CASO NI DE CONFORMIDAD CON NINGUNA DOCTRINA LEGAL, YA SEA EN MATERIA EXTRA CONTRACTUAL, CONTRACTUAL O DE OTRO TIPO, NETWORK ASSOCIATES NI SUS PROVEEDORES SERÁN RESPONSABLES ANTE EL USUARIO, O ANTE OTRAS PERSONAS, DE DAÑOS EMERGENTES, ESPECIALES, INCIDENTALES O DERIVADOS NI DE CUALQUIER OTRO TIPO, INCLUIDOS, AUNQUE SIN LIMITARSE A ELLOS, LOS PERJUICIOS DERIVADOS DE LA PERDIDA DEL FONDO DE COMERCIO, INTERRUPCIÓN DEL TRABAJO, AVERÍA, FALLO O FUNCIONAMIENTO INCORRECTO DEL ORDENADOR, O TODOS Y CUALESQUIERA TIPOS DE DAÑOS O PÉRDIDAS. EN NINGÚN CASO NETWORK ASSOCIATES SERÁ RESPONSABLE DE DAÑOS SUPERIORES A LA TARIFA ESTIPULADA PARA LA LICENCIA DEL SOFTWARE, AUN CUANDO SE HAYA INFORMADO A NETWORK ASSOCIATES DE LA POSIBILIDAD DE TALES DAÑOS. ESTA LIMITACIÓN DE RESPONSABILIDAD NO AFECTA A LA RESPONSABILIDAD POR MUERTE O LESIONES PERSONALES EN LA MEDIDA EN QUE LAS LEYES APPLICABLES PROHIBAN TAL LIMITACIÓN. POR OTRO LADO, ALGUNOS ESTADOS Y JURISDICCIONES NO PERMITEN LA EXCLUSIÓN O LIMITACIÓN DE DAÑOS INCIDENTALES O DERIVADOS, DE MANERA QUE ES POSIBLE QUE ESTA LIMITACIÓN Y EXCLUSIÓN NO SE APLIQUEN. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**8. Gobierno de los Estados Unidos.** El Software y la Documentación adjunta se consideran "software comercial para ordenador" y "documentación de software comercial para ordenadores", respectivamente, conforme a DFAR Apartado 227.7202 y FAR Apartado 12. 212, según proceda. Cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta por parte del gobierno de los Estados Unidos se registrará exclusivamente según las condiciones del presente Contrato.

**9. Restricciones a la exportación.** El Usuario declara haber sido advertido de que los Productos están sometidos a las normas administrativas de control a la exportación de los Estados Unidos. El Usuario no deberá exportar, importar o transferir Productos, de forma directa o indirecta, si ello resultare contrario a las leyes de los Estados Unidos u otras legislaciones aplicables, ni aprobará, facilitará o mediará en forma alguna para que otras personas (como agentes o terceros) lo hagan. El Usuario manifiesta y acuerda que ni el Departamento de Administración de las Exportaciones de los Estados Unidos (*United States Bureau of Export Administration*) ni cualquier otra autoridad administrativa federal norteamericana ha suspendido, revocado o denegado sus derechos de exportación. El Usuario acuerda no emplear ni transferir los Productos para usos finales relacionados con armas nucleares, químicas o biológicas, con tecnología relativa a misiles salvo autorización legal o específica del Gobierno de los Estados Unidos o licencia otorgada al efecto. Adicionalmente, el Usuario reconoce que los Productos están sometidos a las normas de control a la exportación de la Unión Europea y declara y se compromete a que los Productos no sean empleados más que para fines civiles (es decir, no militares). Aunque ambas partes acuerdan colaborar conjuntamente para la obtención de cualquier licencia o autorización necesaria, el Usuario asume la exclusiva responsabilidad a la hora de cumplir con todas y cada una de las leyes de exportación e importación, no existiendo responsabilidad alguna de Network Associates tras la venta al Usuario en el país donde aquella fue perfeccionada.

**10. Actividades de alto riesgo.** El Software no está exento de errores y no se ha diseñado ni pensado para ser utilizado en entornos peligrosos que requieran un funcionamiento con protección ante errores, incluyendo, pero no limitándose a, operaciones en instalaciones nucleares, sistemas de comunicación o navegación aérea, control del tráfico aéreo, sistemas de armamento o equipos de protección vital, en los cuales el fallo de cualquier Software podría ser causa directa de muerte, lesiones o daños físicos o daños a la propiedad graves (En adelante conjuntamente denominadas, "Actividades de alto riesgo"). Network Associates rechaza expresamente cualquier garantía explícita o implícita de adecuación para Actividades de alto riesgo.

**11. Varios.** Este Contrato se rige por las leyes de Holanda, sin referencia a las reglas de conflicto de leyes. Se excluye expresamente la aplicación de la Convención de contratos de las Naciones Unidas para la Venta internacional de mercancías. Este Contrato establece todos los derechos del Usuario del Software y representa el contrato íntegro entre las partes. Network Associates se reserva el derecho a inspeccionar periódicamente al Usuario para asegurarse de que no se está infringiendo lo dispuesto en este Contrato al usar el Software. Durante el horario de trabajo habitual y previa notificación por escrito al respecto, Network Associates podrá realizar una visita a las instalaciones del Usuario y éste deberá facilitar a Network Associates o a sus representantes todos los registros relativos al Software. El costo de cualquier inspección será a cargo de Network Associates, a menos que la citada inspección revele la existencia de una deuda a favor de Network Associates superior al 5% de la tarifa de la licencia de Software inicial o un uso inapropiado del Software, en cuyo caso la inspección será a cargo del Usuario. El presente Contrato sustituye a cualesquiera otras comunicaciones referentes al Software y a la Documentación. Este Contrato podrá ser modificado únicamente mediante anexos por escrito realizados por un representante debidamente autorizado de Network Associates. No se aceptará la renuncia a ninguna de las disposiciones del presente Contrato, a menos que dicha renuncia se presente por escrito y sea firmada por Network Associates o por un representante debidamente autorizado de Network Associates. Si cualquiera de las disposiciones de este Contrato fuese anulada, el resto del Contrato permanecerá en vigor y mantendrá todos sus efectos. Las partes confirman su deseo de que este Contrato se redacte sólo en español.

**12. CONTACTO DEL USUARIO CON NETWORK ASSOCIATES.** Si tiene alguna duda referente a estos términos y condiciones del presente Contrato o desea ponerse en contacto con Network Associates International B.V. por cualquier otra razón, llame al teléfono 0800-638 92 77 o (020) 586 61 00, fax (020) 586 61 01, o escriba: Network Associates International B.V., P.O. Box 58326, 1040 HH Amsterdam, Holanda. [Http://www.nai.com](http://www.nai.com).

NP-0301-MX-01

AVISO A TODOS LOS USUARIOS: LEA DETENIDAMENTE EL SIGUIENTE CONTRATO DE LICENCIA (EN ADELANTE, EL "CONTRATO") PARA EL SOFTWARE ESPECIFICADO (EN ADELANTE, EL "SOFTWARE") POR NETWORK ASSOCIATES INTERNATIONAL B.V. (EN ADELANTE, "NETWORK ASSOCIATES"). AL PULSAR EL BOTÓN ACEPTAR O AL INSTALAR EL SOFTWARE, EL USUARIO (PERSONA FÍSICA O ENTIDAD) QUEDARÁ VINCULADO A ESTE CONTRATO Y SE CONVERTIRÁ EN PARTE DEL MISMO. SI EL USUARIO NO ESTÁ DE ACUERDO CON TODAS LAS CONDICIONES DE ESTE CONTRATO, DEBERÁ PULSAR EL BOTÓN QUE INDICA QUE NO SE ACEPTAN LAS CONDICIONES Y NO DEBERÁ INSTALAR EL SOFTWARE. (SI PROCEDE, PUEDE DEVOLVER EL PRODUCTO AL LUGAR DONDE LO ADQUIRIÓ, SIÉNDOLE REEMBOLSADO EL IMPORTE PAGADO POR EL MISMO).

**1. Concesión de licencia.** Sujeto al pago de la tarifa correspondiente a la licencia y a las condiciones y términos especificados en este Contrato, Network Associates otorga mediante el presente Contrato al Usuario el derecho no exclusivo e intransferible a utilizar una copia de la versión especificada del Software y la documentación adjunta (en adelante, "Documentación"). El Usuario podrá instalar una copia del Software en un ordenador, una estación de trabajo, un asistente digital personal, un pager o altavoz, un "teléfono inteligente" o en otro dispositivo electrónico para el que el Software esté diseñado (cada uno se considera un "Dispositivo del Usuario"). En caso de otorgar la licencia del Software dentro de un conjunto o paquete de productos de Software especificados, dicha licencia se aplicará a todos los productos de Software especificados, sujeta a las restricciones o condiciones de uso que, aplicables a cualquiera de los referidos productos de Software individualmente considerados, estén determinadas en la lista de tarifas correspondiente o en el embalaje del producto que se aplique a cualquiera de esos productos de Software por separado.

**a. Uso.** La licencia del Software se otorga para un único producto y, por lo tanto, no se podrá utilizar en más de un Dispositivo del Usuario o por más de un Usuario a la vez, excepto en lo establecido en esta Cláusula 1. Se entiende que el Software está "en uso" en un Dispositivo del Usuario cuando se carga en la memoria temporal (es decir, la memoria de acceso aleatorio o RAM) o cuando se instala en la memoria permanente (es decir, disco duro, CD- ROM u otro dispositivo de almacenamiento) del Dispositivo del Usuario. Esta licencia autoriza al Usuario a realizar una copia del Software, con la única finalidad de archivar o efectuar copias de seguridad, siempre que dicha copia contenga todos los avisos de propiedad del Software.

**b. Modo servidor.** El Usuario puede utilizar el Software en un Dispositivo del Usuario o como servidor (en adelante, "Servidor") en un entorno de varios usuarios o de red (en adelante, "Modo servidor") sólo si se autoriza este uso del Software en la lista de tarifas correspondiente o en el embalaje del producto. Se necesitará otra licencia para cada Dispositivo del Usuario o "equipo" que se conecte al Servidor en cualquier momento, independientemente de si tales Dispositivos del Usuario o equipos con licencia están conectados de forma simultánea al Software, o bien, acceden o utilizan el mismo. El uso de software o hardware que reduzca el número de Dispositivos del Usuario o equipos que directamente accedan al Software o utilicen el mismo (por ejemplo, software o hardware "multiplexor" o "de agrupamiento") no reduce el número de licencias necesarias (es decir, el número de licencias necesarias debe ser igual al número de diferentes entradas al software multiplexor o de agrupamiento o al "programa final" del hardware). Si el número de Dispositivos del Usuario o equipos que se pueden conectar al Software supera el número de licencias concedidas, se deberá disponer de un mecanismo razonable para asegurar que el uso del Software no incumple los límites de uso especificados en la licencia otorgada. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación de cada Dispositivo del Usuario o equipo con licencia, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**c. Licencias por volumen.** Si la licencia del Software se otorga en base a condiciones de volumen, especificadas en la respectiva facturación del producto o en el embalaje del Software, el Usuario podrá realizar, utilizar e instalar la cantidad de copias del Software en el número de Dispositivos del Usuario autorizados en la licencia por volumen. El Usuario deberá disponer de un mecanismo razonable para asegurar que el número de Dispositivos del Usuario en que se ha instalado el Software no supera la cantidad de licencias otorgadas. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación por cada copia adicional autorizada en la licencia de volumen, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**2. Período de vigencia.** Este Contrato tendrá una vigencia por un (1) año a menos que se de por terminado de manera anticipada conforme a lo aquí establecido. Network Associates podrá dar por terminado este Contrato con efectos inmediatos, si el Usuario incumple cualquiera de los términos y condiciones contenidos en el presente. En el momento de la resolución o expiración de este Contrato, el Usuario deberá destruir de manera inmediata y permanente, el Software y la Documentación y todas las copias de los mismos. El Usuario podrá dar por terminado este Contrato en cualquier tiempo interrumpiendo el uso del Software y de la Documentación y destruyendo el Software y la Documentación y todas las copias de los mismos.

**3. Actualizaciones.** Durante el período de vigencia del presente Contrato, la presente licencia estará limitada a la versión del Software suministrada por Network Associates, no incluyendo versiones, actualizaciones, modificaciones o revisiones posteriores (en adelante "Actualizaciones"), salvo que se firme un contrato de mantenimiento por separado. En el supuesto de que se firme dicho contrato, durante el período especificado en tal contrato o en la correspondiente facturación del producto o en el embalaje del Software, el Usuario estará autorizado a descargar Actualizaciones del Software, en el momento y en la forma en que Network Associates las publique a través de su sistema de publicación electrónica, sitio web u otros servicios en línea. Después del período antes especificado, el Usuario no tendrá derecho alguno de recibir ninguna Actualización sin la celebración de un nuevo contrato de mantenimiento en relación con el Software.

**4. Derechos de propiedad.** Este Software y la Documentación están protegidos por las leyes de derechos de propiedad intelectual. Network Associates y sus proveedores son propietarios y mantienen todos los derechos, titularidad e interés sobre el Software y la Documentación, incluyendo todos los derechos de autor, patentes, marcas y demás derechos de propiedad intelectual aplicables. La posesión, instalación o utilización del Software y la Documentación por parte del Usuario no transfiere a éste titularidad alguna acerca de la propiedad intelectual de los mismos, ni otorga a éste derechos sobre el Software y la Documentación, excepto por lo expresamente dispuesto en los términos de este Contrato. Todas las copias del Software y la Documentación realizadas de conformidad con el presente Contrato están sujetas a los términos y condiciones de este Contrato y deben contener los mismos avisos de propiedad que aparecen en el Software y la Documentación.

**5. Restricciones.** El Usuario no podrá vender, alquilar, licenciar, arrendar o dar en préstamo o transferir de cualquier forma, de manera gratuita u onerosa, rentar, alquilar, dar en préstamo o revender el Software. El Usuario no deberá revelar a terceros los resultados de cualquier test de referencia (*benchmark test*) realizado sobre el Software sin el previo consentimiento por escrito de Network Associates. El Usuario está de acuerdo en no permitir que terceros (salvo aquellos que hayan suscrito un contrato con el Usuario que contenga

obligaciones de confidencialidad no menos restrictivas que las establecidas en el presente Contrato) usen el Software de forma alguna y llevará a cabo todos los esfuerzos razonables para impedir que se realice un uso impropio o sin autorización del Software. El Usuario no debe permitir que terceros se aprovechen del uso o funcionamiento del Software mediante tiempo compartido o servicio de oficina u otros esquemas, excepto en los casos en que dicho uso se especifique en la lista de tarifas correspondiente, en la orden de compra o en el embalaje del Software. Asimismo, el Usuario no puede transferir los derechos otorgados en este Contrato. El Usuario no debe realizar ingeniería inversa, descompilar o desensamblar el Software, excepto en la medida en que la ley aplicable prohíba esta restricción de forma expresa. El Usuario no debe: modificar ni crear ninguna obra derivada del Software ya sea de manera total o parcial. El Usuario no debe copiar el Software o la Documentación, excepto en la forma expresamente permitida en la Cláusula 1 anterior. El Usuario no debe eliminar, cubrir o desfigurar ningún aviso de propiedad o etiquetas del Software o la Documentación. Todos los derechos que no hayan sido mencionados de forma expresa en el presente, quedan reservados a Network Associates.

#### 6. Garantía y renuncia.

- a. **Garantía limitada.** Network Associates garantiza que, durante los sesenta (60) días posteriores al otorgamiento de la licencia, los medios o soportes (por ejemplo, disquetes) que contienen el Software no presentarán defectos de material ni de fabricación.
- b. **Remedios del Usuario.** La única responsabilidad de Network Associates y de sus proveedores y el exclusivo remedio del Usuario por cualquier incumplimiento de la garantía anterior será, según criterio de Network Associates, ya sea (i) la devolución de la cantidad abonada por la licencia, en su caso, o (ii) la sustitución del medio o soporte defectuoso que contiene el Software. El Usuario deberá devolver el medio o soporte defectuoso a Network Associates con una copia de la factura y pagar los gastos de envío. Esta garantía limitada no será válida si el defecto es consecuencia de un accidente o uso incorrecto o abusivo del Producto. Cualquier medio o soporte de sustitución reemplazado estará garantizado durante el resto del período de garantía original. Fuera de Estados Unidos, este remedio puede no resultar aplicable en la medida en que Network Associates esté sujeto a las restricciones establecidas por las leyes y normativas de Estados Unidos sobre control a la exportación.
- c. **Exclusión de Garantía.** Excepto por la garantía anteriormente señalada, EL SOFTWARE SE ENTREGA "TAL Y COMO ESTÁ". EN LA MEDIDA EN QUE LAS LEYES APLICABLES LO PERMITAN, NETWORK ASSOCIATES RENUNCIA A OTORGAR CUALESQUIERA GARANTÍAS, TANTO EXPRESAS COMO IMPLÍCITAS, CON RESPECTO AL SOFTWARE Y A LA DOCUMENTACIÓN ADJUNTA. EL USUARIO ASUME TODA LA RESPONSABILIDAD EN LA SELECCIÓN DEL SOFTWARE PARA OBTENER LOS RESULTADOS ESPERADOS Y EN LA INSTALACIÓN, USO Y RESULTADOS OBTENIDOS CON EL SOFTWARE. SIN PERJUICIO DE LO ANTERIOR, NETWORK ASSOCIATES NO GARANTIZA QUE EL SOFTWARE ESTÉ EXENTO DE ERRORES, INTERRUPCIONES U OTRO TIPO DE FALLAS, NI QUE SE AJUSTE A LAS NECESIDADES DEL USUARIO. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

7. **Límite de responsabilidad.** BAJO NINGUNA CIRCUNSTANCIA NI DE CONFORMIDAD CON NINGUNA DOCTRINA LEGAL, YA SEA EN MATERIA EXTRA CONTRACTUAL, CONTRACTUAL O DE OTRO TIPO, NETWORK ASSOCIATES NI SUS PROVEEDORES SERÁN RESPONSABLES ANTE EL USUARIO, O ANTE TERCEROS, DE DAÑOS INDIRECTOS O DERIVADOS DE CUALQUIER OTRO TIPO, INCLUIDOS SIN LIMITACIÓN, DAÑOS POR LA PERDIDA DE REPUTACIÓN, PERJUICIOS O PERDIDAS DE GANANCIAS O INGRESOS, INTERRUPCIÓN DEL TRABAJO, AVERÍAS, FALLAS O FUNCIONAMIENTO INCORRECTO DEL ORDENADOR, O TODOS Y CUALESQUIERA TIPOS DE DAÑOS O PÉRDIDAS INDIRECTOS O RESULTANTES. EN NINGÚN CASO NETWORK ASSOCIATES SERÁ RESPONSABLE DE DAÑOS SUPERIORES A LA TARIFA ESTIPULADA PARA LA LICENCIA DEL SOFTWARE, AUN CUANDO SE HAYA INFORMADO A NETWORK ASSOCIATES DE LA POSIBILIDAD DE TALES DAÑOS. ESTA LIMITACIÓN DE RESPONSABILIDAD NO AFECTA A LA RESPONSABILIDAD POR MUERTE O LESIONES PERSONALES SIEMPRE QUE LAS LEYES APLICABLES PROHIBAN TAL LIMITACIÓN. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

8. **Gobierno de los Estados Unidos.** El Software y la Documentación adjunta se consideran "software comercial para ordenadores" y "documentación de software comercial para ordenadores", respectivamente, conforme a DFAR Apartado 227.7202 y FAR Apartado 12.212 bajo las leyes estadounidenses ("U.S."), según proceda. Cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta por parte del gobierno de los Estados Unidos se regirá exclusivamente por las condiciones del presente Contrato, estando prohibido cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta, excepto en la medida en que los términos de dicho Contrato lo permitan.

9. **Restricciones a la exportación.** El Usuario ha sido advertido de que el Software está sujeto a las normas administrativas de control a la exportación de los Estados Unidos. El Usuario no deberá exportar, importar o transferir el Software, de forma directa o indirecta, si ello resultare contrario a las leyes de los Estados Unidos u otras legislaciones aplicables, ni aprobará, facilitará o mediará en forma alguna para que otras personas (como agentes o terceros) lo hagan. El Usuario manifiesta y acuerda que ni el Departamento de Administración de las Exportaciones de los Estados Unidos (*United States Bureau of Export Administration*) ni cualquier otra autoridad administrativa federal norteamericana ha suspendido, revocado o denegado sus derechos de exportación. El Usuario acuerda no emplear ni transferir el Software para usos finales relacionados con armas nucleares, químicas o biológicas, o tecnología relativa a misiles salvo autorización legal o específica del Gobierno de los Estados Unidos o licencia otorgada al efecto. Adicionalmente, el Usuario reconoce que el Software está sometido a las normas de control a la exportación de la Unión Europea y declara y se compromete a que el mismo no sea empleado más que para fines civiles (es decir, no militares). Aunque ambas partes acuerdan colaborar conjuntamente para la obtención de cualquier licencia o autorización necesaria, el Usuario asume la exclusiva responsabilidad de cumplir con todas y cada una de las leyes de exportación e importación, no existiendo responsabilidad alguna de Network Associates después de la venta inicial al Usuario en el país donde aquella originalmente realizada.

10. **Actividades de alto riesgo.** El Software no está exento de errores y no ha sido diseñado ni proyectado para ser utilizado en entornos peligrosos que requieran un funcionamiento con protección ante errores, incluyendo pero no limitándose a, operaciones en instalaciones nucleares, sistemas de comunicación o navegación aérea, control del tráfico aéreo, sistemas de armamento o equipos de protección vital, en los cuales el fallo del cualquier Software podría ser causa directa de muerte, lesiones o daños físicos o daños a la propiedad graves (en general, "Actividades de Alto Riesgo"). Network Associates rechaza expresamente cualquier garantía explícita o implícita de adecuación para Actividades de Alto Riesgo.

**11. Legislación Aplicable.** Este Contrato será regido e interpretado por las leyes de Holanda. Se excluye expresamente la aplicación de la Convención de las Naciones Unidas para la Venta Internacional de Mercaderías.

**12. Auditoría.** Network Associates se reserva el derecho de periódicamente auditar al Usuario para verificar su cumplimiento con los términos de este Contrato. Durante el horario de trabajo habitual y previa notificación por escrito al respecto, Network Associates podrá realizar una visita a las instalaciones del Usuario y éste deberá facilitar a Network Associates o a sus representantes todos los registros relativos al Software. El costo de cualquier inspección será a cargo de Network Associates, a menos que la citada inspección revele la existencia de un adeudo a favor de Network Associates superior al 5% de la tarifa de la licencia de Software inicial o un uso inapropiado del Software, en cuyo caso la inspección será a cargo del Usuario.

**13. Varios.** Este Contrato establece todos los derechos del Usuario del Software y representa el contrato íntegro entre las partes. El presente Contrato sustituye a cualesquiera otras comunicaciones referentes al Software y a la Documentación. Este Contrato podrá ser modificado únicamente mediante addendums por escrito realizados por un representante debidamente autorizado de Network Associates. No se aceptará la renuncia a ninguna de las disposiciones del presente Contrato, a menos que dicha renuncia se presente por escrito y sea firmada por Network Associates o por un representante debidamente autorizado de Network Associates. Si cualquiera de las cláusulas de este Contrato fuese anulada, el resto del Contrato permanecerá en vigor y mantendrá todos sus efectos. Las partes confirman su deseo de que este Contrato se redacte sólo en idioma español.

**14. CONTACTO DEL USUARIO CON NETWORK ASSOCIATES.** Si tiene alguna duda referente a los términos y condiciones del presente Contrato o desea ponerse en contacto con Network Associates International B.V. por cualquier otra razón, llame al teléfono 0800-638 92 77 o (020) 586 61 00, fax (020) 586 61 01, o escriba: Network Associates International B.V., P.O. Box 58326, 1040 HH Amsterdam, Holanda. <http://www.nai.com>.

N1-0301-MX-01

AVISO A TODOS LOS USUARIOS: LEA DETENIDAMENTE EL SIGUIENTE CONTRATO DE LICENCIA (EN ADELANTE, EL "CONTRATO") PARA EL SOFTWARE ESPECIFICADO (EN ADELANTE, EL "SOFTWARE") POR NETWORK ASSOCIATES INTERNATIONAL B.V. (EN ADELANTE, "NETWORK ASSOCIATES"). AL PULSAR EL BOTÓN ACEPTAR O AL INSTALAR EL SOFTWARE, EL USUARIO (PERSONA FÍSICA O ENTIDAD) QUEDARÁ VINCULADO A ESTE CONTRATO Y SE CONVERTIRÁ EN PARTE DEL MISMO. SI EL USUARIO NO ESTÁ DE ACUERDO CON TODAS LAS CONDICIONES DE ESTE CONTRATO, DEBERÁ PULSAR EL BOTÓN QUE INDICA QUE NO SE ACEPTAN LAS CONDICIONES Y NO DEBERÁ INSTALAR EL SOFTWARE. (SI PROCEDE, PUEDE DEVOLVER EL PRODUCTO AL LUGAR DONDE LO ADQUIRIÓ, SIÉNDOLE REEMBOLSADO EL IMPORTE PAGADO POR EL MISMO).

**1. Concesión de licencia.** Sujeto al pago de la tarifa correspondiente a la licencia y a las condiciones y términos especificados en este Contrato, Network Associates otorga mediante el presente Contrato al Usuario el derecho no exclusivo e intransferible a utilizar una copia de la versión especificada del Software y la documentación adjunta (en adelante, "Documentación"). El Usuario podrá instalar una copia del Software en un ordenador, una estación de trabajo, un asistente digital personal, un pager o altavoz, un "teléfono inteligente" o en otro dispositivo electrónico para el que el Software esté diseñado (cada uno se considera un "Dispositivo del Usuario"). En caso de otorgar la licencia del Software dentro de un conjunto o paquete de productos de Software especificados, dicha licencia se aplicará a todos los productos de Software especificados, sujeta a las restricciones o condiciones de uso que, aplicables a cualquiera de los referidos productos de Software individualmente considerados, estén determinadas en la lista de tarifas correspondiente o en el embalaje del producto que se aplique a cualquiera de esos productos de Software por separado.

**a. Uso.** La licencia del Software se otorga para un único producto y, por lo tanto, no se podrá utilizar en más de un Dispositivo del Usuario o por más de un Usuario a la vez, excepto en lo establecido en esta Cláusula 1. Se entiende que el Software está "en uso" en un Dispositivo del Usuario cuando se carga en la memoria temporal (es decir, la memoria de acceso aleatorio o RAM) o cuando se instala en la memoria permanente (es decir, disco duro, CD- ROM u otro dispositivo de almacenamiento) del Dispositivo del Usuario. Esta licencia autoriza al Usuario a realizar una copia del Software, con la única finalidad de archivar o efectuar copias de seguridad, siempre que dicha copia contenga todos los avisos de propiedad del Software.

**b. Modo servidor.** El Usuario puede utilizar el Software en un Dispositivo del Usuario o como servidor (en adelante, "Servidor") en un entorno de varios usuarios o de red (en adelante, "Modo servidor") sólo si se autoriza este uso del Software en la lista de tarifas correspondiente o en el embalaje del producto. Se necesitará otra licencia para cada Dispositivo del Usuario o "equipo" que se conecte al Servidor en cualquier momento, independientemente de si tales Dispositivos del Usuario o equipos con licencia están conectados de forma simultánea al Software, o bien, acceden o utilizan el mismo. El uso de software o hardware que reduzca el número de Dispositivos del Usuario o equipos que directamente accedan al Software o utilicen el mismo (por ejemplo, software o hardware "multiplexor" o "de agrupamiento") no reduce el número de licencias necesarias (es decir, el número de licencias necesarias debe ser igual al número de diferentes entradas al software multiplexor o de agrupamiento o al "programa final" del hardware). Si el número de Dispositivos del Usuario o equipos que se pueden conectar al Software supera el número de licencias concedidas, se deberá disponer de un mecanismo razonable para asegurar que el uso del Software no incumple los límites de uso especificados en la licencia otorgada. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación de cada Dispositivo del Usuario o equipo con licencia, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**c. Licencias por volumen.** Si la licencia del Software se otorga en base a condiciones de volumen, especificadas en la respectiva facturación del producto o en el embalaje del Software, el Usuario podrá realizar, utilizar e instalar la cantidad de copias del Software en el número de Dispositivos del Usuario autorizados en la licencia por volumen. El Usuario deberá disponer de un mecanismo razonable para asegurar que el número de Dispositivos del Usuario en que se ha instalado el Software no supera la cantidad de licencias otorgadas. Esta licencia autoriza al Usuario a realizar o descargar una copia de la Documentación por cada copia adicional autorizada en la licencia de volumen, siempre que dichas copias contengan todos los avisos de propiedad de la Documentación.

**2. Periodo de vigencia.** Este Contrato tendrá una vigencia de dos (2) años a menos que se de por terminado de manera anticipada conforme a lo aquí establecido. Network Associates podrá dar por terminado este Contrato con efectos inmediatos, si el Usuario incumple cualquiera de los términos y condiciones contenidos en el presente. En el momento de la resolución o expiración de este Contrato, el Usuario deberá destruir de manera inmediata y permanente, el Software y la Documentación y todas las copias de los mismos. El Usuario podrá dar por terminado este Contrato en cualquier tiempo interrumpiendo el uso del Software y de la Documentación y destruyendo el Software y la Documentación y todas las copias de los mismos.

**3. Actualizaciones.** Durante el período de vigencia del presente Contrato, la presente licencia estará limitada a la versión del Software suministrada por Network Associates, no incluyendo versiones, actualizaciones, modificaciones o revisiones posteriores (en adelante "Actualizaciones"), salvo que se firme un contrato de mantenimiento por separado. En el supuesto de que se firme dicho contrato, durante el período especificado en tal contrato o en la correspondiente facturación del producto o en el embalaje del Software, el Usuario estará autorizado a descargar Actualizaciones del Software, en el momento y en la forma en que Network Associates las publique a través de su sistema de publicación electrónica, sitio web u otros servicios en línea. Después del período antes especificado, el Usuario no tendrá derecho alguno de recibir ninguna Actualización sin la celebración de un nuevo contrato de mantenimiento en relación con el Software.

**4. Derechos de propiedad.** Este Software y la Documentación están protegidos por las leyes de derechos de propiedad intelectual. Network Associates y sus proveedores son propietarios y mantienen todos los derechos, titularidad e interés sobre el Software y la Documentación, incluyendo todos los derechos de autor, patentes, marcas y demás derechos de propiedad intelectual aplicables. La posesión, instalación o utilización del Software y la Documentación por parte del Usuario no transfiere a éste titularidad alguna acerca de la propiedad intelectual de los mismos, ni otorga a éste derechos sobre el Software y la Documentación, excepto por lo expresamente dispuesto en los términos de este Contrato. Todas las copias del Software y la Documentación realizadas de conformidad con el presente Contrato están sujetas a los términos y condiciones de este Contrato y deben contener los mismos avisos de propiedad que aparecen en el Software y la Documentación.

**5. Restricciones.** El Usuario no podrá vender, alquilar, licenciar, arrendar o dar en préstamo o transferir de cualquier forma, de manera gratuita u onerosa, rentar, alquilar, dar en préstamo o revender el Software. El Usuario no deberá revelar a terceros los resultados de cualquier test de referencia (*benchmark test*) realizado sobre el Software sin el previo consentimiento por escrito de Network Associates.

El Usuario está de acuerdo en no permitir que terceros (salvo aquellos que hayan suscrito un contrato con el Usuario que contenga obligaciones de confidencialidad no menos restrictivas que las establecidas en el presente Contrato) usen el Software de forma alguna y llevará a cabo todos los esfuerzos razonables para impedir que se realice un uso impropio o sin autorización del Software. El Usuario no debe permitir que terceros se aprovechen del uso o funcionamiento del Software mediante tiempo compartido o servicio de oficina u otros esquemas, excepto en los casos en que dicho uso se especifique en la lista de tarifas correspondiente, en la orden de compra o en el embalaje del Software. Asimismo, el Usuario no puede transferir los derechos otorgados en este Contrato. El Usuario no debe realizar ingeniería inversa, descompilar o desensamblar el Software, excepto en la medida en que la ley aplicable prohíba esta restricción de forma expresa. El Usuario no debe: modificar ni crear ninguna obra derivada del Software ya sea de manera total o parcial. El Usuario no debe copiar el Software o la Documentación, excepto en la forma expresamente permitida en la Cláusula 1 anterior. El Usuario no debe eliminar, cubrir o desfigurar ningún aviso de propiedad o etiquetas del Software o la Documentación. Todos los derechos que no hayan sido mencionados de forma expresa en el presente, quedan reservados a Network Associates.

## 6. Garantía y renuncia.

- a. Garantía limitada.** Network Associates garantiza que, durante los sesenta (60) días posteriores al otorgamiento de la licencia, los medios o soportes (por ejemplo, disquetes) que contienen el Software no presentarán defectos de material ni de fabricación.
- b. Remedios del Usuario.** La única responsabilidad de Network Associates y de sus proveedores y el exclusivo remedio del Usuario por cualquier incumplimiento de la garantía anterior será, según criterio de Network Associates, ya sea (i) la devolución de la cantidad abonada por la licencia, en su caso, o (ii) la sustitución del medio o soporte defectuoso que contiene el Software. El Usuario deberá devolver el medio o soporte defectuoso a Network Associates con una copia de la factura y pagar los gastos de envío. Esta garantía limitada no será válida si el defecto es consecuencia de un accidente o uso incorrecto o abusivo del Producto. Cualquier medio o soporte de sustitución reemplazado estará garantizado durante el resto del período de garantía original. Fuera de Estados Unidos, este remedio puede no resultar aplicable en la medida en que Network Associates esté sujeto a las restricciones establecidas por las leyes y normativas de Estados Unidos sobre control a la exportación.
- c. Exclusión de Garantía.** Excepto por la garantía anteriormente señalada, EL SOFTWARE SE ENTREGA "TAL Y COMO ESTÁ". EN LA MEDIDA EN QUE LAS LEYES APPLICABLES LO PERMITAN, NETWORK ASSOCIATES RENUNCIA A OTORGAR CUALESQUIERA GARANTÍAS, TANTO EXPRESAS COMO IMPLÍCITAS, CON RESPECTO AL SOFTWARE Y A LA DOCUMENTACION ADJUNTA. EL USUARIO ASUME TODA LA RESPONSABILIDAD EN LA SELECCIÓN DEL SOFTWARE PARA OBTENER LOS RESULTADOS ESPERADOS Y EN LA INSTALACIÓN, USO Y RESULTADOS OBTENIDOS CON EL SOFTWARE. SIN PERJUICIO DE LO ANTERIOR, NETWORK ASSOCIATES NO GARANTIZA QUE EL SOFTWARE ESTÉ EXENTO DE ERRORES, INTERRUPCIONES U OTRO TIPO DE FALLAS, NI QUE SE AJUSTE A LAS NECESIDADES DEL USUARIO. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**7. Límite de responsabilidad.** BAJO NINGUNA CIRCUNSTANCIA NI DE CONFORMIDAD CON NINGUNA DOCTRINA LEGAL, YA SEA EN MATERIA EXTRACONTRACTUAL, CONTRACTUAL O DE OTRO TIPO, NETWORK ASSOCIATES NI SUS PROVEEDORES SERÁN RESPONSABLES ANTE EL USUARIO, O ANTE TERCEROS, DE DAÑOS INDIRECTOS O DERIVADOS DE CUALQUIER OTRO TIPO, INCLUIDOS SIN LIMITACIÓN, DAÑOS POR LA PERDIDA DE REPUTACION, PERJUICIOS O PERDIDAS DE GANANCIAS O INGRESOS, INTERRUPCIÓN DEL TRABAJO, AVERÍAS, FALLAS O FUNCIONAMIENTO INCORRECTO DEL ORDENADOR, O TODOS Y CUALESQUIERA TIPOS DE DAÑOS O PÉRDIDAS INDIRECTOS O RESULTANTES. EN NINGÚN CASO NETWORK ASSOCIATES SERÁ RESPONSABLE DE DAÑOS SUPERIORES A LA TARIFA ESTIPULADA PARA LA LICENCIA DEL SOFTWARE, AUN CUANDO SE HAYA INFORMADO A NETWORK ASSOCIATES DE LA POSIBILIDAD DE TALES DAÑOS. ESTA LIMITACIÓN DE RESPONSABILIDAD NO AFECTA A LA RESPONSABILIDAD POR MUERTE O LESIONES PERSONALES SIEMPRE QUE LAS LEYES APPLICABLES PROHIBAN TAL LIMITACIÓN. Las disposiciones anteriores serán válidas y exigibles en la medida en que las leyes aplicables lo permitan.

**8. Gobierno de los Estados Unidos.** El Software y la Documentación adjunta se consideran "software comercial para ordenadores" y "documentación de software comercial para ordenadores", respectivamente, conforme a DFAR Apartado 227.7202 y FAR Apartado 12.212 bajo las leyes estadounidenses ("U.S."), según proceda. Cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta por parte del gobierno de los Estados Unidos se registrará exclusivamente por las condiciones del presente Contrato, estando prohibido cualquier uso, modificación, reproducción, publicación, ejecución, revelación o difusión del Software y de la Documentación adjunta, excepto en la medida en que los términos de dicho Contrato lo permitan.

**9. Restricciones a la exportación.** El Usuario ha sido advertido de que el Software está sujeto a las normas administrativas de control a la exportación de los Estados Unidos. El Usuario no deberá exportar, importar o transferir el Software, de forma directa o indirecta, si ello resultare contrario a las leyes de los Estados Unidos u otras legislaciones aplicables, ni aprobará, facilitará o mediará en forma alguna para que otras personas (como agentes o terceros) lo hagan. El Usuario manifiesta y acuerda que ni el Departamento de Administración de las Exportaciones de los Estados Unidos (*United States Bureau of Export Administration*) ni cualquier otra autoridad administrativa federal norteamericana ha suspendido, revocado o denegado sus derechos de exportación. El Usuario acuerda no emplear ni transferir el Software para usos finales relacionados con armas nucleares, químicas o biológicas, o tecnología relativa a misiles salvo autorización legal o específica del Gobierno de los Estados Unidos o licencia otorgada al efecto. Adicionalmente, el Usuario reconoce que el Software está sometido a las normas de control a la exportación de la Unión Europea y declara y se compromete a que el mismo no sea empleado más que para fines civiles (es decir, no militares). Aunque ambas partes acuerdan colaborar conjuntamente para la obtención de cualquier licencia o autorización necesaria, el Usuario asume la exclusiva responsabilidad de cumplir con todas y cada una de las leyes de exportación e importación, no existiendo responsabilidad alguna de Network Associates después de la venta inicial al Usuario en el país donde aquella originalmente realizada.

**10. Actividades de alto riesgo.** El Software no está exento de errores y no ha sido diseñado ni proyectado para ser utilizado en entornos peligrosos que requieran un funcionamiento con protección ante errores, incluyendo pero no limitándose a, operaciones en instalaciones nucleares, sistemas de comunicación o navegación aérea, control del tráfico aéreo, sistemas de armamento o equipos de protección vital, en los cuales el fallo del cualquier Software podría ser causa directa de muerte, lesiones o daños físicos o daños a la propiedad graves (en general, "Actividades de Alto Riesgo"). Network Associates rechaza expresamente cualquier garantía explícita o implícita de adecuación para Actividades de Alto Riesgo.

**11. Legislación Aplicable.** Este Contrato será regido e interpretado por las leyes de Holanda. Se excluye expresamente la aplicación de la Convención de las Naciones Unidas para la Venta Internacional de Mercaderías.

**12. Auditoría.** Network Associates se reserva el derecho de periódicamente auditar al Usuario para verificar su cumplimiento con los términos de este Contrato. Durante el horario de trabajo habitual y previa notificación por escrito al respecto, Network Associates podrá realizar una visita a las instalaciones del Usuario y éste deberá facilitar a Network Associates o a sus representantes todos los registros relativos al Software. El costo de cualquier inspección será a cargo de Network Associates, a menos que la citada inspección revele la existencia de un adeudo a favor de Network Associates superior al 5% de la tarifa de la licencia de Software inicial o un uso inapropiado del Software, en cuyo caso la inspección será a cargo del Usuario.

**13. Varios.** Este Contrato establece todos los derechos del Usuario del Software y representa el contrato íntegro entre las partes. El presente Contrato sustituye a cualesquiera otras comunicaciones referentes al Software y a la Documentación. Este Contrato podrá ser modificado únicamente mediante addendums por escrito realizados por un representante debidamente autorizado de Network Associates. No se aceptará la renuncia a ninguna de las disposiciones del presente Contrato, a menos que dicha renuncia se presente por escrito y sea firmada por Network Associates o por un representante debidamente autorizado de Network Associates. Si cualquiera de las cláusulas de este Contrato fuese anulada, el resto del Contrato permanecerá en vigor y mantendrá todos sus efectos. Las partes confirman su deseo de que este Contrato se redacte sólo en idioma español.

**14. CONTACTO DEL USUARIO CON NETWORK ASSOCIATES.** Si tiene alguna duda referente a los términos y condiciones del presente Contrato o desea ponerse en contacto con Network Associates International B.V. por cualquier otra razón, llame al teléfono 0800-638 92 77 o (020) 586 61 00, fax (020) 586 61 01, o escriba: Network Associates International B.V., P.O. Box 58326, 1040 HH Amsterdam, Holanda. <http://www.nai.com>.

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お客様へ：日本ネットワークアソシエイツ株式会社（「ネットワークアソシエイツ」）の製品（「本製品」）のライセンスに関する以下の約款をよくお読みください。本製品をインストール、使用または「同意する」ボタンをクリックすることにより、お客様はこれらの規定を承諾し、契約の当事者になることに同意されたこととなります。本約款の規定に同意されない場合は、製品をインストール、使用あるいは「同意する」ボタンをクリックしないで下さい。（適用可能な場合、ご購入元に速やかにご返品頂くことによりご購入額全額をお返しできる場合があります。）

**第1条 ライセンスの許諾。**所定のライセンス料金の支払い及び本約款記載の条件に従われることを前提として、ネットワークアソシエイツは、お客様に対し、特定バージョンの本製品1部及び付属する文書（「付属文書」）を使用する非独占的かつ譲渡不能な権利を許諾します。本製品の使用権の許諾は、お客様が本約款の規定を遵守することが条件になります。お客様は、本製品1部を、一台のコンピュータ、ワークステーション、端末、ポケットベル、携帯電話その他電子機器（ただし本製品の仕様で対応が明記されているものに限る）（「クライアント機器」）にインストールすることができます。本製品がソフトウェアまたは複数製品のバンドルの形態になっている場合には、ネットワークアソシエイツ希望小売価格表または製品パッケージ上に記載されるそれら製品に固有の制約や使用条件を前提として、本約款が全ての本製品に適用されます。

- a. 「使用」。本製品は、本条において許諾されている場合を除き、一台を超えるクライアント機器、または2ユーザ以上により同時に使用されてはなりません。本製品がクライアント機器のメモリもしくは仮想メモリにロードされている場合、またはハードディスクや、その他の記憶装置に保存されている場合には、本製品を使用しているものとみなされます。お客様は、所有権に関する表示が元の状態のまま残されることを条件に、バックアップの目的でのみ本製品を一部複製することができます。
- b. 「サーバモード」。ネットワークアソシエイツ希望小売価格表または本製品の製品パッケージ上にそのような使用が記載されている場合に限り、お客様は、マルチユーザもしくはネットワーク環境（「サーバモード」）におけるクライアント機器上で、またはサーバ上でもしくはサーバとして本製品を使用することができます。クライアント機器または「シート」が同時に本製品に接続もしくはアクセスまたは使用するかどうかにかかわらず、サーバに（どの時点でであれ）接続する可能性のあるクライアント機器は全てそれぞれ別にライセンスの対象となります。本製品に直接アクセスするクライアント機器やシートの数を減らすソフトウェアやハードウェア（「マルチプレクシング」または「プーリング」などと呼ばれることがある）を使用している場合であっても、必要とされるライセンスの数が減少することはありません（必要とされるライセンスの数は「マルチプレクシング」または「プーリング」等に入る数となります）。本製品へ接続する可能性のあるクライアント機器やシートの数が、お客様に正当に許諾されているライセンス数を優越しうる場合は、お客様はかかるライセンス数の範囲内に接続数が納まるよう客観的に妥当な手段をとるものとします。お客様は、付属文書をライセンスの対象となっているクライアント機器やシート向けに各一部複製することができます（ただし所有権に関する表示は元の状態のまま残されるものとします）。
- c. 「ボリュームライセンス」。ボリュームライセンスが許諾される旨（複数ノード数の指定等による）が本製品の請求書または製品パッケージに指定されている場合、お客様は、許諾されたライセンス数を限度として、本製品を複製、使用、インストールすることができます。お客様は、本製品がインストールされるクライアント機器の数が正当に許諾されているライセンス数を優越することのないように客観的に妥当な手段をとるものとします。お客様は、付属文書をライセンスの対象となっているクライアント機器やシート向けに各一部複製することができます（ただし所有権に関する表示は元の状態のまま残されるものとします）。

**第2条 使用許諾の有効期間。**お客様は、取得された時点のバージョンの本製品に関して永久的な使用権を保有します。ただし、ネットワークアソシエイツは、お客様が本約款のいずれかの規定又は条件に違反した場合、本約款を終了することができます。また、お客様は、本製品を本製品のすべてのコピーとともに処分することで、いつでも本約款を終了させることができます（ただしライセンス料金は返還されません）。本約款の期間満了時又は終了時には、お客様は、本製品をハードウェアからアンインストールするとともに本製品及び付属物のすべてのコピーを廃棄するものとします。

**第3条 著作権等。**本製品は米国及び/または日本の著作権法並びに国際条約の規定により保護されています。本製品に帰属する知的財産権及びトレードシークレットは全て、ネットワークアソシエイツ・インク、ネットワークアソシエイツ又はその供給業者に帰属します。お客様は、本製品の知的財産権に関する権利がお客様に譲渡されるものではないことを了承します。お客様はさらに、本約款に明示的に規定されていない限り、本製品のいかなる権利もお客様が取得するものではないことを了承します。お客様は、本製品及び付属文書の全ての複製物に、本製品に表示されるものと同じ財産権が表示されることに同意します。

**第4条 禁止事項等。**お客様は、次のことを行うことはできません；(a) 本製品の貸与、リース、レンタル、再許諾、再販売、(b) タイムシェアリングシステム、サービス事業等による本製品の使用又はその機能の第三者への供与（ただしそのような使用が該当する希望小売価格表または本製品の製品パッケージ上に指定されている場合を除く）、(c) 本約款により許諾された権利の譲渡、(d) 本製品のリバースエンジニアリング、逆コンパイルまたは逆アセンブル（ただし適用ある法令によりかかる制限が明示的に禁止されている場合を除く）、(e) 全体、部分的を問わず本製品の修正または二次的著作物の作成、(f) 本約款第1条に明示されている場合を除く本製品または付属文書の複製、(g) 本製品の知的財産権表示や商標の削除。

ネットワークアソシエイツは、本約款で明示的に許諾した権利を除き全ての権利につき留保します。また、ネットワークアソシエイツは書面により事前に通知することを前提に、本契約条件の遵守を確認するために、お客様に対し定期的に監査を行う権利を留保します。

また、本製品が、ソフトウェア製品の旧バージョンのアップデート又はアップグレード版である場合には、本製品の現バージョン又は旧バージョンのいずれか一方を使用する事ができ、両バージョンを同時に使用することはできません。

## 第5条 限定保証およびその他の保証の放棄

- a. **限定保証**：ネットワークアソシエイツは、本製品が格納された記憶媒体（例：フロッピーディスク）に不具合がないことを、購入日から60日間保証します。
- b. **お客様への補償**：本製品が上述の限定保証（「限定保証」）に適合しない場合、ネットワークアソシエイツ及びその供給業者の責任及びお客様への補償は、ネットワークアソシエイツの判断により、(a) お客様が実際に支払われた本製品の購入代金の返還、或いは(b) 不具合のあった記憶媒体の無料交換、に限定されます。お客様は、かかる記憶媒体をお客様の購入レシートのコピーとともにネットワークアソシエイツへ返送するものとします。本製品の異常が、事故、悪用、不正使用、誤用又は使用の誤りによる場合は、この限定保証は適用されません。本製品を交換した場合は、元の限定保証期間の残りの期間について限定保証が継続します。
- c. **その他の保証の不存在**：法律の適用を受ける場合及び本条a項及びb項に記載の保証を除き、ネットワークアソシエイツは、現状のまま本製品をお客様へ提供するものとし、明示的黙示的を問わず、商品性、特定目的適合性についての黙示の保証及び第三者の権利に対する侵害がないことの保証を含め、本製品及び付属物に関して一切の保証を行わないものとします。お客様が意図された目的を達成するために本製品を選択されたこと、本製品のインストール、使用、及び本製品から得られた結果についての責任は、全てお客様にあるものとします。ネットワークアソシエイツは、本製品に誤りがないこと、中断その他の障害がないことあるいは本製品がお客様の要件を満たすことに関し一切保証いたしません。

**第6条 結果損害に対する責任の不存在**。ネットワークアソシエイツ又はその供給業者は、いかなる場合でも、ビジネス機会の喪失、信用の損失、業務の中断、コンピュータの誤動作、機能障害を含むいかなる種類の結果的、特別的、派生的又は間接的な損害について、契約責任、不法行為責任その他いかなる法的責任をも負うものではありません。たとえネットワークアソシエイツがこのような損害の可能性について示唆されていた場合であっても、請求に対するネットワークアソシエイツの責任は、いかなる場合でも、ネットワークアソシエイツの希望小売価格表記載の本製品の料金を超えることはありません。本条記載の責任の不存在は、死亡または人身障害への責任へは適用ある法令がそのような制限を明確に禁じている場合には適用されません。

**第7条 輸出規制**。本製品のダウンロード、輸出及び再輸出は、米国及び/または日本の適用ある全ての法律及び輸出規制に従うものとします。本製品、付属文書、付随する情報及び技術情報は、いかなる場合も、キューバ、イラン、イラク、リビア、北朝鮮、シリア、スーダンを含むアメリカ合衆国政府の定める禁輸国又はその居住者、米国財務省の定める特別指定者或いは米国商務省の「Denial Orders」リスト記載の者に対し、ダウンロード、転送、輸出及び再輸出されてはなりません。本製品のダウンロードまたは使用によりお客様は上述の規定に同意されているものとみなされます。またお客様は、自らが上述の国の居住者、その制御下にある者、もしくはその国民、または上述のリストの指定者のいずれにも該当しないことをネットワークアソシエイツに対し保証するものとします。

更に、本製品の輸出及び再輸出に関し、特定の製品及び技術データの輸出及び再輸出を規制する米国商務省輸出管理局のその時点で有効な規制に従わなければならない場合があります。かかる規制下にある場合は、米国政府の輸出（再輸出）ライセンス或いは輸出（再輸出）許可を得ることなく、或いはその他の規制に違反して、本製品を部分的であれ直接間接を問わず輸出及び再輸出してはなりません。暗号技術の使用に関しては、国により、たとえ短期の個人的又は商用使用であれ、その輸出入を規制している場合があります。なお、上記法令を遵守したとしても特定の国々の法令と矛盾する場合があります。全てを網羅するものではありませんが、ベルギー、中華人民共和国（香港を含む）、フランス、インド、インドネシア、イスラエル、ロシア、サウジアラビア、シンガポール及び韓国は暗号技術の輸出入を制限しています。お客様は全ての輸出関連及び適用ある法令を遵守することがお客様の最終的義務であることを認識するものとし、ネットワークアソシエイツは販売を行った国においてお客様に最初に販売した後の責任を一切負うものではありません。

**第8条 ハイリスク活動**。本製品は、障害に対する耐性のあるものでなく、核施設、航空機の運航若しくは通信システム、航空管制、直接的な生命維持装置、又は武装システムのオンライン制御等、本製品の機能停止により死亡、傷害、又は身体への若しくは環境への深刻な損害が直接的に導かれ得る活動（「ハイリスク活動」）に使用又は再販されるものとして設計、製造又は企画されたものではありません。ネットワークアソシエイツは、ハイリスク活動への適合性についての明示的又は黙示的な保証を明確に否定します。

**第9条 その他の条件**。本約款は日本の法律に準拠します。国際物品売買契約に関する国連条約は、適用されません。本約款はお客様及びネットワークアソシエイツとの間の完全なる契約であり、本約款の主題に関して書面又は口頭を問わず、これまでのあらゆる合意又は了解に優先するものです。本約款はネットワークアソシエイツを代表する権限のある者により書面により確認された場合を除きその条件が修正されることはありません。本約款のいずれかの規定が無効になった場合でも、お客様はこの無効が本約款の残りの部分の有効性に影響しないことに合意します。

本約款約款についてのご質問、お問合せは、最寄りのネットワークアソシエイツの営業所までお問い合わせください。

日本ネットワークアソシエイツ株式会社

東京都渋谷区道玄坂一丁目12番1号渋谷マークシティウエスト20階

NP-0601-JP-02

お客様へ：日本ネットワークアソシエイツ株式会社（「ネットワークアソシエイツ」）の製品（「本製品」）のライセンスに関する以下の約款をよくお読みください。本製品をインストール、使用または「同意する」ボタンをクリックすることにより、お客様はこれらの規定を承諾し、契約の当事者になることに同意されたことになります。本約款の規定に同意されない場合は、製品をインストール、使用あるいは「同意する」ボタンをクリックしないで下さい。（適用可能な場合、ご購入元に速やかにご返品頂くことによりご購入額全額をお返しできる場合があります。）

**第 1 条 ライセンスの許諾。** 所定のライセンス料金の支払い及び本約款記載の条件に従われることを前提として、ネットワークアソシエイツは、お客様に対し、特定バージョンの本製品 1 部及び付属する文書（「付属文書」）を使用する非独占的かつ譲渡不能な権利を許諾します。本製品の使用権の許諾は、お客様が本約款の規定を遵守することが条件になります。お客様は、本製品 1 部を、一台のコンピュータ、ワークステーション、端末、ポケットベル、携帯電話その他電子機器（ただし本製品の仕様で対応が明記されているものに限る）（「クライアント機器」）にインストールすることができます。本製品がスイート製品または複数製品のバンドルの形態になっている場合には、ネットワークアソシエイツ希望小売価格表または製品パッケージ上に記載されるそれら製品に固有の制約や使用条件を前提として、本約款が全ての本製品に適用されます。

- a. 「使用」。本製品は、本条において許諾されている場合を除き、一台を超えるクライアント機器、または 2 ユーザ以上により同時に使用されてはなりません。本製品がクライアント機器のメモリもしくは仮想メモリにロードされている場合、またはハードディスクや、その他の記憶装置に保存されている場合には、本製品を使用しているものとみなされます。お客様は、所有権に関する表示が元の状態のまま残されることを条件に、バックアップの目的でのみ本製品を一部複製することができます。
- b. 「サーバモード」。ネットワークアソシエイツ希望小売価格表、お客様へ交付した「エンドユーザー・ライセンス使用許諾確認書」（「使用許諾確認書」）または本製品の製品パッケージ上にそのような使用が記載されている場合限り、お客様は、マルチユーザもしくはネットワーク環境（「サーバモード」）におけるクライアント機器上で、またはサーバ上でもしくはサーバとして本製品を使用することができます。クライアント機器または「シート」が同時に本製品に接続もしくはアクセスまたは使用するかどうかにかかわらず、サーバに（どの時点であれ）接続する可能性のあるクライアント機器は全てそれぞれ別にライセンスの対象となります。本製品に直接アクセスするクライアント機器やシートの数を減らすソフトウェアやハードウェア（「マルチプレクシング」または「ブリーディング」などと称されることがある）を使用している場合であっても、必要とされるライセンスの数が減少することはありません（必要とされるライセンスの数は「マルチプレクシング」または「ブリーディング」等に入る数となります）。本製品へ接続する可能性のあるクライアント機器やシートの数が、お客様に正当に許諾されているライセンス数を凌駕する場合は、お客様はかかるライセンス数の範囲内に接続数が納まるよう客観的に妥当な手段をとるものとします。お客様は、付属文書をライセンスの対象となっているクライアント機器やシート向けに各一部複製することができます（ただし所有権に関する表示は元の状態のまま残されるものとします）。
- c. 「ボリュームライセンス」。ボリュームライセンスが許諾される旨（複数ノード数の指定等による）が本製品の請求書、使用許諾確認書または製品パッケージに指定されている場合、お客様は、許諾されたライセンス数を限度として、本製品を複製、使用しインストールすることができます。お客様は、本製品がインストールされるクライアント機器の数が正当に許諾されているライセンス数を凌駕することのないように客観的に妥当な手段をとるものとします。お客様は、付属文書をライセンスの対象となっているクライアント機器やシート向けに各一部複製することができます（ただし所有権に関する表示は元の状態のまま残されるものとします）。

**第 2 条 使用許諾の有効期間。** 本約款及び本製品は、本製品の製品パッケージ上または使用許諾確認書に記載される使用許諾期間において有効です。ただし、ネットワークアソシエイツは、お客様が本約款のいずれかの規定又は条件に違反した場合、本約款を終了することができます。また、お客様は、本製品を本製品のすべてのコピーとともに処分することで、いつでも本約款を終了させることができます（ただしライセンス料金は返還されません）。本約款の期間満了時又は終了時には、お客様は、本製品をハードウェアからアンインストールするとともに本製品及び付属物のすべてのコピーを廃棄するものとします。

**第 3 条 アップデート、サポート。** 使用許諾確認書に記載される「スタンダード・サービス」（以下に定義します）の有効期間中、お客様は、(i) ネットワークアソシエイツのウェブサイトに掲載されている本製品のアップデート及びアップデート版をダウンロードすること、及び (ii) ネットワークアソシエイツ所定の登録手続きを完了されたご担当者に対する、製品についてのセットアップ、基本操作方法及び障害（ただし再現可能なもの）に関する電話、電子メールまたはファクシミリによる技術上の助言（「スタンダード・サポート」、別記の「McAfee 製品スタンダード・サポート提供要領」に従います）を受けること、ができます（併せて以下「スタンダード・サービス」といいます）。スタンダード・サービスは、取得された時点のバージョンについてのみ期限の定めのない使用権（パーペチュアルライセンス）を保有されているお客様には適用されません。ネットワークアソシエイツは、障害が修正または解決できることを保証するものではありません。また修正は、将来のバージョンへの組み込みまたはマニュアルの修正により行われるものとします。ネットワークアソシエイツは、本製品が変更されている場合、ネットワークアソシエイツがマニュアル等により指定する使用方法を逸脱している場合、または本製品が動作するオペレーティングシステム及びハードウェア環境がそれが動作するように設計された標準仕様と異なる場合は、スタンダード・サービスを提供する義務を負わないものとします。

**第4条 著作権等。**本製品は米国及び日本の著作権法並びに国際条約の規定により保護されています。本製品に帰属する知的財産権及びトレードシークレットは全て、ネットワークアソシエイツ・インク、ネットワークアソシエイツ又はその供給業者に帰属します。お客様は、本製品の知的財産権に関する権利がお客様に譲渡されるものではないことを了承します。お客様はさらに、本約款に明示的に規定されていない限り、本製品のいかなる権利もお客様が取得するものではないことを了承します。お客様は、本製品及び付属文書の全ての複製物、本製品に表示されるものと同じ財産権が表示されることに同意します。

**第5条 禁止事項等。**お客様は、次のことを行うことはできません；(a) 本製品の貸与、リース、レンタル、再許諾、再販売、(b) タイムシェアリングシステム、サービス事業等による本製品の使用又はその機能の第三者への供与（ただしそのような使用が該当する希望小売価格表または本製品の製品パッケージに指定されている場合を除く）、(c) 本約款により許諾された権利の譲渡、(d) 本製品のリバースエンジニアリング、逆コンパイルまたは逆アセンブル（ただし適用ある法令によりかかる制限が明示的に禁止されている場合を除く）、(e) 全体、部分的を問わず本製品の修正または二次的著作物の作成、(f) 本約款第1条に明示されている場合を除く本製品または付属文書の複製、(g) 本製品の知的財産権表示や商標の削除。

ネットワークアソシエイツは、本約款で明示的に許諾した権利を除き全ての権利につき留保します。また、ネットワークアソシエイツは書面により事前に通知することを前提に、本契約条件の遵守を確認するために、お客様に対し定期的に監査を行う権利を留保します。

また、本製品が、ソフトウェア製品の旧バージョンのアップデート又はアップグレード版である場合には、本製品の現バージョン又は旧バージョンのいずれか一方を使用する事ができ、両バージョンを同時に使用することはできません。

#### 第6条 限定保証およびその他の保証の放棄

- 限定保証：**ネットワークアソシエイツは、本製品が格納された記憶媒体（例：フロッピーディスク）に不具合がないことを、購入日から60日間保証します。
- お客様への補償：**本製品が上述の限定保証（「限定保証」）に適合しない場合、ネットワークアソシエイツ及びその供給業者の責任及びお客様への補償は、ネットワークアソシエイツの判断により、(a) お客様が実際に支払われた本製品の購入代金の返還、或いは(b) 不具合のあった記憶媒体の無料交換、に限定されます。お客様は、かかる記憶媒体をお客様の購入レシートのコピーとともにネットワークアソシエイツへ返送するものとなります。本製品の異常が、事故、悪用、不正使用、誤用又は使用の誤りによる場合は、この限定保証は適用されません。本製品を交換した場合は、元の限定保証期間の残りについて限定保証が継続します。
- その他の保証の不存在：**法律の適用を受ける場合及び本条 a 項及び b 項に記載の保証を除き、ネットワークアソシエイツは、現状のまま本製品をお客様へ提供するものとし、明示的黙示的を問わず、商品性、特定目的適合性についての黙示の保証及び第三者の権利に対する侵害がないことの保証を含め、本製品、付属物及びスタンダード・サービスに関して一切の保証を行わないものとなります。お客様が意図された目的を達成するために本製品を選択されたこと、本製品のインストール、使用、及び本製品から得られた結果についての責任は、全てお客様にあるものとします。ネットワークアソシエイツは、本製品及びスタンダード・サービスにつき、誤りがなく、中断その他の障害がないことあるいはお客様の要件を満たすことに関し一切保証いたしません。

**第7条 結果損害に対する責任の不存在。**ネットワークアソシエイツ又はその供給業者は、いかなる場合でも、ビジネス機会の喪失、信用の損失、業務の中断、コンピュータの誤動作、機能障害を含むいかなる種類の結果的、特別的、派生的又は間接的な損害について、契約責任、不法行為責任その他いかなる法的責任をも負うものではありません。たとえネットワークアソシエイツがこのような損害の可能性について示唆されていた場合であっても、請求に対するネットワークアソシエイツの責任は、いかなる場合でも、ネットワークアソシエイツの希望小売価格表記載の本製品の料金を超えることはありません。本条記載の責任の不存在は、死亡または人身障害への責任へは適用ある法令がそのような制限を明確に禁じている場合には適用されません。

**第8条 輸出規制。**本製品のダウンロード、輸出及び再輸出は、米国及び/または日本の適用ある全ての法律及び輸出規制に従うものとします。本製品、付属文書、付随する情報及び技術情報は、いかなる場合も、キューバ、イラン、イラク、リビア、北朝鮮、シリア、スーダンを含むアメリカ合衆国政府の定める禁輸国又はその居住者、米国財務省の定める特別指定者或いは米国商務省の「Denial Orders」リスト記載の者に対し、ダウンロード、転送、輸出及び再輸出されてはなりません。本製品のダウンロードまたは使用によりお客様は上述の規定に同意されているものとみなされます。またお客様は、自らが上述の国の居住者、その制御下にある者、もしくはその国民、または上述のリストの指定者のいずれにも該当しないことをネットワークアソシエイツに対し保証するものとなります。

更に、本製品の輸出及び再輸出に関し、特定の製品及び技術データの輸出及び再輸出を規制する米国商務省輸出管理局のその時点で有効な規制に従わなければならない場合があります。かかる規制下にある場合は、米国政府の輸出（再輸出）ライセンス或いは輸出（再輸出）許可を得ることなく、或いはその他の規制に違反して、本製品を部分的であれ直接間接を問わず輸出及び再輸出してはなりません。暗号技術の使用に関しては、国により、たとえ短期的の個人的又は商用使用であれ、その輸出入を規制している場合があります。なお、上記法令を遵守したとしても特定の国々の法令と矛盾する場合があります。全てを網羅するものではありませんが、ベルギー、中

華人民共和国（香港を含む）、フランス、インド、インドネシア、イスラエル、ロシア、サウジアラビア、シンガポール及び韓国は暗号技術の輸出入を制限しています。お客様は全ての輸出関連及び適用ある法令を遵守することがお客様の最終的義務であることを認識するものとし、ネットワークアソシエイツは販売を行った国においてお客様に最初に販売した後の責任を一切負うものではありません。

**第9条 ハイリスク活動。**本製品は障害に対する耐性のあるものでなく、核施設、航空機の運航若しくは通信システム、航空管制、直接的な生命維持装置、又は武装システムのオンライン制御等、本製品の機能停止により死亡、傷害、又は身体への若しくは環境への深刻な損害が直接的に導かれ得る活動（「ハイリスク活動」）に使用又は再販されるものとして設計、製造又は企画されたものではありません。ネットワークアソシエイツは、ハイリスク活動への適合性についての明示的又は黙示的な保証を明確に否定します。

**第10条 その他の条件。**本約款は日本の法律に準拠します。国際物品売買契約に関する国連条約は、適用されません。本約款はお客様及びネットワークアソシエイツとの間の完全なる契約であり、本約款の主題に関して書面又は口頭を問わず、これまでのあらゆる合意又は了解に優先するものです。本約款はネットワークアソシエイツを代表する権限のある者により書面により確認された場合を除きその条件が修正されることはありません。本約款のいずれかの規定が無効になった場合でも、お客様はこの無効が本約款の残りの部分の有効性に影響しないことに合意します。ネットワークアソシエイツはお客様が本製品のご使用者であること、そのインプリメンテーション、ネットワークアソシエイツによるご提案やサービス等につき、言及、カスタマ事例での紹介、プレスリリース等を希望されて頂く場合がありますが、これはお客様の機密情報の開示を義務付けるものではなく、またそのように解釈してはなりません。

本約款についてのご質問、お問合せは、最寄りのネットワークアソシエイツの営業所までお問い合わせください。  
<http://www.nai.com/japan/>

日本ネットワークアソシエイツ株式会社

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別記 McAfee 製品スタンダード・サポートの提供要領

McAfee 製品スタンダード・サービス（「ネットワークアソシエイツ エンドユーザライセンス約款」に定めております）のうち、通信回線を経由して提供される技術上の助言（「スタンダード・サポート」）は、以下の要領により実施されます。

1. **サポートご担当者。**スタンダード・サポートは、ネットワークアソシエイツ所定の登録手続きにおいて登録されたサポートご担当者に対してのみ提供されます。
2. **お問い合わせ。**お問い合わせは、ネットワークアソシエイツの指定するサポート受付回線への電話若しくはファクシミリ又は指定アドレスへの電子メールによるものに限られます。サポートは原則として日本国内からの問い合わせに対してのみ日本語で提供されます。お客様が問い合わせの為に使用される通信料金はお客様の負担とします。出張による助言及び確認は行われません。出張による助言及び確認は別途の条件による有償サービスとなります。
3. **対応時間。**月曜日から金曜日までの9:00～12:00、13:00～17:00（祝祭日、年末年始等ネットワークアソシエイツの定める休日を除きます）
4. **サポート ID。**ネットワークアソシエイツは、登録手続きにおいて、サポートを受ける際の識別子（「サポート ID」）を発行しますので、受領したサポート ID は大切に管理してください。お客様は、受領したサポート ID をいかなる理由であれ、第三者に譲渡、貸与及び販売することはできません。お客様は、サポート ID の不正使用を認知した場合は、速やかにネットワークアソシエイツに届けるものとします。

#### 5. その他のサポート

- 専用 Web サイトの提供
- 各種情報提供サービス
- ネットワークアソシエイツが随時スタンダード・サポートとして公表するサービス

**6. 機密保持。**サポートの実施の過程で相手方当事者又は本製品に関し両当事者が知り得た情報は、開示当事者の機密情報（本記8項に基づきネットワークアソシエイツに帰属する情報はネットワークアソシエイツの機密情報です）であり、非開示当事者は開示当事者の書面による事前の承諾を得る事なく、第三者へ開示してはなりません。

以下のいずれかに該当することを非開示当事者が証明した情報は、秘密情報に含まれません：

- (i) 開示当事者により開示された時点で既に公知となっている情報
- (ii) 開示当事者による開示後非開示当事者の責によることなく公知となった情報
- (iii) 正当な開示権限を有する第三者から適法に入手した情報

- (iv) 秘密情報を参照することなく非開示当事者が独自に開発した情報
- (v) 法令又は裁判所の命令に従って開示された情報

**7. 不可抗力。** ネットワークアソシエイツは、ストライキ、欠乏、暴動、反乱、火災、洪水、暴風雨、爆発、天変地異、戦争、政府の行為、労働条件、地震又は当事者の合理的な支配を超えるその他の事由により、サポートの不履行又は履行遅滞についていかなる責任をも負うものではなく、その提供義務は、かかる不履行の原因が解消されるまでの期間中断されるものとします。ネットワークアソシエイツは、その影響を最小限にとどめ、かかる状態を回復すべく、商習慣上妥当な努力を行うものとします。

## 8. その他

- (1) お客様は、本製品に関する問題点の特定と再現に必要な協力を行うものとします。
- (2) お客様は、サポートご担当者、電子メールアドレス、電話番号、ファックス番号、住所及び社名等、登録手続きにおいて登録したデータに変更が生じた場合、速やかにネットワークアソシエイツに通知しなければなりません。お客様が登録手続きまたはかかる通知を怠った場合、ネットワークアソシエイツはお客様に対してサポートを提供できない場合があります、お客様はこれを了承します。
- (3) ネットワークアソシエイツはネットワークアソシエイツへの通信手段の利用可能状態を保証するものではありません。
- (4) ネットワークアソシエイツは、お客様からの通知の懈怠、通知内容の誤り又はお客様に責のあるその他の事由に起因してお客様が被った損害については、一切責任を負うものではありません。
- (5) ネットワークアソシエイツは、サポートの一部又は全部の実施を、ネットワークアソシエイツの指定する第三者に委託する事ができるものとします。
- (6) ネットワークアソシエイツとお客様間で交換されるサポートの内容、技術情報、及びこれにかかるノウハウ等は、特段の定めのない限りネットワークアソシエイツに帰属し、ネットワークアソシエイツは、お客様の承諾なしにこれらの使用、利用、変更、複製及び販売等を行うことができるものとします。ただし、かかる規定は、ネットワークアソシエイツがサポートの実施の過程で知り得たお客様の又はお客様のシステムに関する情報について適用されるものではありません。
- (7) ネットワークアソシエイツは、お客様に 30 日前までに通知（ウェブ上での通知を含む）することにより本要領を変更することができるものとします。

NX-0601-JP-02

お客様へ：日本ネットワークアソシエイツ株式会社（「ネットワークアソシエイツ」）の製品（「本製品」）のライセンスに関する以下の約款をよくお読みください。本製品をインストール、使用または「同意する」ボタンをクリックすることにより、お客様はこれらの規定を承諾し、契約の当事者になることに同意されたこととなります。本約款の規定に同意されない場合は、製品をインストール、使用あるいは「同意する」ボタンをクリックしないで下さい。（適用可能な場合、ご購入元に速やかに返品頂くことによりご購入額全額をお返しできる場合があります。）

**第1条 ライセンスの許諾。**所定のライセンス料金の支払い及び本約款記載の条件に従われることを前提として、ネットワークアソシエイツは、お客様に対し、特定バージョンの本製品1部及び付属する文書（「付属文書」）を使用する非独占的・譲渡不能な権利を許諾します。本製品の使用権の許諾は、お客様が本約款の規定を遵守することが条件となります。お客様は、本製品1部を、一台のコンピュータ、ワークステーション、端末、ポケットベル、携帯電話その他電子機器（ただし本製品の仕様で対応が明記されているものに限る）（「クライアント機器」）にインストールすることができます。本製品がソフト製品または複数製品のバンドルの形態になっている場合には、ネットワークアソシエイツ希望小売価格表または製品パッケージ上に記載されるそれら製品に固有の制約や使用条件を前提として、本約款が全ての本製品に適用されます。

- a. 「使用」。本製品は、本条において許諾されている場合を除き、一台を超えるクライアント機器、または2ユーザ以上により同時に使用されてはなりません。本製品がクライアント機器のメモリもしくは仮想メモリにロードされている場合、またはハードディスクや、その他の記憶装置に保存されている場合には、本製品を使用しているものとみなされます。お客様は、所有権に関する表示が元の状態のまま残されることを条件に、バックアップの目的のみ本製品を一部複製することができます。
- b. 「サーバモード」。ネットワークアソシエイツ希望小売価格表、お客様へ交付した「エンドユーザ・ライセンス使用許諾確認書」または本製品の製品パッケージ上にそのような使用が記載されている場合に限って、お客様は、マルチユーザもしくはネットワーク環境（「サーバモード」）におけるクライアント機器上で、またはサーバ上でもしくはサーバとして本製品を使用することができます。クライアント機器または「シート」が同時に本製品に接続もしくはアクセスまたは使用する可否にかかわらず、サーバに（どの時点であれ）接続する可能性のあるクライアント機器は全てそれぞれ別にライセンスの対象となります。本製品に直接アクセスするクライアント機器やシートの数を減らすソフトウェアやハードウェア（「マルチプレクシング」または「プリーング」などと呼ばれることがある）を使用している場合であっても、必要とされるライセンス数が減少することはありません（必要とされるライセンス数は「マルチプレクシング」または「プリーング」等に入る数となります）。本製品へ接続する可能性のあるクライアント機器やシートの数が、お客様に正当に許諾されているライセンス数を変換しうる場合は、お客様はかかるライセンス数の範囲内に接続数が納まるよう客観的に妥当な手段をとるものとします。お客様は、付属文書をライセンスの対象となっているクライアント機器やシート向けに各一部複製することができます（ただし所有権に関する表示は元の状態のまま残されるものとします）。
- c. 「ボリュームライセンス」。ボリュームライセンスが許諾される旨（複数ノード数の指定等による）が本製品の請求書、お客様へ交付した「エンドユーザ・ライセンス使用許諾確認書」または製品パッケージに指定されている場合、お客様は、許諾されたライセンス数を限度として、本製品の製品パッケージ上に指定されています。お客様は、本製品がインストールされるクライアント機器の数が正当に許諾されているライセンス数を変換することのないように客観的に妥当な手段をとるものとします。お客様は、付属文書をライセンスの対象となっているクライアント機器やシート向けに各一部複製することができます（ただし所有権に関する表示は元の状態のまま残されるものとします）。

**第2条 使用許諾の有効期間。**本約款及び本製品は、本製品の製品パッケージ上またはお客様へ交付した「エンドユーザ・ライセンス使用許諾確認書」に記載される使用許諾期間において有効です。ただし、ネットワークアソシエイツは、お客様が本約款のいずれかの規定又は条件に違反した場合、本約款を終了することができます。また、お客様は、本製品を本製品のすべてのコピーとともに処分することも、いつでも本約款を終了させることができます（ただしライセンス料金は返還されません）。本約款の期間満了時又は終了時には、お客様は、本製品をハードウェアからアンインストールするとともに本製品及び付属物のすべてのコピーを廃棄するものとします。

**第3条 アップデート。**本約款の有効期間中、お客様はネットワークアソシエイツのウェブサイトに掲載されている本製品のアップグレード及びアップデート版をダウンロードすることができます（取得された時点のバージョンについてのみ使用権を保有されているお客様を除きます）。

**第4条 著作権等。**本製品は米国及びまたは日本の著作権法並びに国際条約の規定により保護されています。本製品に帰属する知的財産権及びトレードシークレットは全て、ネットワークアソシエイツ・インク、ネットワークアソシエイツ又はその供給業者に帰属します。お客様は、本製品の知的財産権に関する権利がお客様に譲渡されるものではないことを了承します。お客様はさらに、本約款に明示的に規定されていない限り、本製品のいかなる権利もお客様が取得するものではないことを了承します。お客様は、本製品及び付属文書の全ての複製物に、本製品に表示されるものと同一財産権が表示されることに同意します。

**第5条 禁止事項等。**お客様は、次のことを行うことはできません：(a) 本製品の貸与、リース、レンタル、再許諾、再販売、(b) タイムシェアリングシステム、サービス事業等による本製品の使用又はその機能の第三者への供与（ただしそのような使用が該当する希望小売価格表または本製品の製品パッケージ上に指定されている場合を除く）、(c) 本約款により許諾された権利の譲渡、(d) 本製品のリバースエンジニアリング、逆コンパイルまたは逆アセンブル（ただし適用ある法令によりかかる制限が明示的に禁止されている場合を除く）、(e) 全体、部分的を問わず本製品の修正または二次的著作物の作成、(f) 本約款第1条に明示されている場合を除く本製品または付属文書の複製、(g) 本製品の知的財産権表示や商標の削除。

ネットワークアソシエイツは、本約款で明示的に許諾した権利を除き全ての権利につき留保します。また、ネットワークアソシエイツは書面により事前に通知することを前提に、本契約条件の遵守を確認するために、お客様に対し定期的に監査を行う権利を留保します。

また、本製品が、ソフトウェア製品の旧バージョンのアップデート又はアップグレード版である場合には、本製品の現バージョン又は旧バージョンのいずれか一方を使用する事ができ、両バージョンを同時に使用することはできません。

## 第 6 条 限定保証およびその他の保証の放棄

- a. **限定保証**： ネットワークアソシエイツは、本製品が格納された記憶媒体（例：フロッピーディスク）に不具合がないことを、購入日から 60 日間保証します。
- b. **お客様への補償**： 本製品が上述の限定保証（「限定保証」）に適合しない場合、ネットワークアソシエイツ及びその供給業者の責任及びお客様への補償は、ネットワークアソシエイツの判断により、(a) お客様が実際に支払われた本製品の購入代金の返還、或いは (b) 不具合のあった記憶媒体の無料交換、に限定されます。お客様は、かかる記憶媒体をお客様の購入レシートのコピーとともにネットワークアソシエイツへ返送するものとします。本製品の異常が、事故、悪用、不正使用、誤用又は使用の誤りによる場合は、この限定保証は適用されません。本製品を交換した場合は、元の限定保証期間の残りの期間について限定保証が継続します。
- c. **その他の保証の不存在**： 法律の適用を受ける場合及び本条 a 項及び b 項に記載の保証を除き、ネットワークアソシエイツは、現状のまま本製品をお客様へ提供するものとし、明示的黙示的を問わず、商品性、特定目的適合性についての黙示の保証及び第三者の権利に対する侵害がないことの保証を含め、本製品及び付属物に関して一切の保証を行わないものとします。お客様が意図された目的を達成するために本製品を選択されたこと、本製品のインストール、使用、及び本製品から得られた結果についての責任は、全てお客様にあるものとします。ネットワークアソシエイツは、本製品に誤りがないこと、中断その他の障害がないことあるいは本製品がお客様の要件を満たすことに関し一切保証いたしません。

**第 7 条 結果損害に対する責任の不存在**。 ネットワークアソシエイツ又はその供給業者は、いかなる場合でも、ビジネス機会の喪失、信用の損失、業務の中断、コンピュータの誤動作、機能障害を含むいかなる種類の結果的、特別的、派生的又は間接的な損害について、契約責任、不法行為責任その他いかなる法的責任をも負うものではありません。たとえネットワークアソシエイツがこのような損害の可能性について示唆されていた場合であっても、請求に対するネットワークアソシエイツの責任は、いかなる場合でも、ネットワークアソシエイツの希望小売価格表記載の本製品の料金を超えることはありません。本条記載の責任の不存在は、死亡または人身障害への責任へは適用ある法令がそのような制限を明確に禁じている場合には適用されません。

**第 8 条 輸出規制**。本製品のダウンロード、輸出及び再輸出は、米国及び/または日本の適用ある全ての法律及び輸出規制に従うものとします。本製品、付属文書、付随する情報及び技術情報は、いかなる場合も、キューバ、イラン、イラク、リビア、北朝鮮、シリア、スーダンを含むアメリカ合衆国政府の定める禁輸国又はその居住者、米国財務省の定める特別指定者或いは米国商務省の「Denial Orders」リスト記載の者に対し、ダウンロード、転送、輸出及び再輸出されてはなりません。本製品のダウンロードまたは使用によりお客様は上述の規定に同意されているものとみなされます。またお客様は、自らが上述の国の居住者、その制御下にある者、もしくはその国民、または上述のリストの指定者のいずれにも該当しないことをネットワークアソシエイツに対し保証するものとします。

更に、本製品の輸出及び再輸出に関し、特定の製品及び技術データの輸出及び再輸出を規制する米国商務省輸出管理局のその時点で有効な規制に従わなければならない場合があります。かかる規制下にある場合は、米国政府の輸出（再輸出）ライセンス或いは輸出（再輸出）許可を得ることなく、或いはその他の規制に違反して、本製品を部分的であれ直接間接を問わず輸出及び再輸出してはなりません。暗号技術の使用に関しては、国により、たとえ短期の個人的又は商用使用であれ、その輸出又は再輸出を規制している場合があります。なお、上記法令を遵守したとしても特定の国の法令と矛盾する場合があります。全てを網羅するものではありませんが、ベルギー、中華人民共和国（香港を含む）、フランス、インド、インドネシア、イスラエル、ロシア、サウジアラビア、シンガポール及び韓国は暗号技術の輸出入を制限しています。お客様は全ての輸出関連及び適用ある法令を遵守することがお客様の最終的義務であることを認識するものとし、ネットワークアソシエイツは販売を行った国においてお客様に最初に販売した後の責任を一切負うものではありません。

**第 9 条 ハイリスク活動**。本製品は障害に対する耐性のあるものでなく、核施設、航空機の運航若しくは通信システム、航空管制、直接的な生命維持装置、又は武装システムのオンライン制御等、本製品の機能停止により死亡、傷害、又は身体への若しくは環境への深刻な損害が直接的に導かれ得る活動（「ハイリスク活動」）に使用又は再販されるものとして設計、製造又は企画されたものではありません。ネットワークアソシエイツは、ハイリスク活動への適合性についての明示的又は黙示的な保証を明確に否定します。

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本約款についてのご質問、お問合せは、最寄りのネットワークアソシエイツの営業所までお問い合わせください。

<http://www.nai.com/japan/>

日本ネットワークアソシエイツ株式会社

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NN-0601-JP-02

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NI-0301-SC-02

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**a. 有限担保。**自购买之日起六十（60）天内，**Network Associates** 担保承载本软件的介质（如软盘）无材料或工艺缺陷。

**b. 用户补偿权。****Network Associates** 及其供应商因没有实现上述担保中的承诺而应负的全部责任和您因此而获得的全部补偿是：**(i)** 退还购买许可证的货款（若有的话），或 **(ii)** 更换承载软件的有缺陷的介质。具体采取哪种方式，由 **Network Associates** 决定。您必须自费把有缺陷的介质连同一份收据复印件一起退回 **Network Associates**。因事故、滥用或误用导致的介质缺陷不在本有限担保之列。任何更换介质的担保期为原担保期的剩余期限。对于美国之外的地区，本补偿不适用 **Network Associates** 受美国出口控制法律和法规限制的范围。

- c. **担保否认条款。**除本协议中阐述的有限担保外，本软件按“原样”提供。在适用法律允许的最大范围内，Network Associates 否认有关软件及其附带文档的所有担保（无论是明示担保还是暗示担保）。您应自己负责根据预期结果选择软件，安装并使用软件，并对通过软件获得的结果负责。在不限制上述规定的前提下，Network Associates 不承担本软件不会发生错误、不会出现中断或其它故障，也不担保其可以满足您的要求。有些管辖区可能不允许对暗示担保进行限制，因此上述限制可能不适用于您。上述规定将在适用法律允许的最大范围内执行。
- 7. **责任限制。**在任何情况和法律原理下，不论是民事侵权行为、合同或其它方面，Network Associates 或其供应商均不对您或其他任何人的任何性质的任何间接、特别、或有或后果性损害（包括但不限于信誉损失、工作中断、计算机故障或运行失常，或任何及所有其它损害或损失）承担责任。在任何情况下，Network Associates 都不对任何损害超出所收取的软件许可证标价金额的部分负责，即使 Network Associates 已被告知此类损害的可能性。本责任限制不适用于适用法律禁止此类限制的范围内的死亡或人身伤害。上述规定将在适用法律允许的最大范围内执行。
- 8. **美国政府。**依据适用的 DFAR 第 227.7202 款和 FAR 第 12.212 款规定，本软件及其附带的文档分别被认定为“商业计算机软件”和“商业计算机软件文档”。美国政府对软件及其附带文档的任何使用、修改、复制、发布、演示、展示或公开都必须遵守本协议的条款，除非本协议中有明文许可，应禁止上述行为。
- 9. **出口控制。**特此告知本软件受美国出口管理法规的约束。您不得以直接或间接与美国或其它适用法律相抵触的方式出口、进口或转让本软件，也不得责成、批准或促成他人（如代理、第三方等）如此行事。您陈述并同意，美国出口管理局和任何其他联邦机构均没有中止、撤销或取消您的出口特许权。您同意，不得将软件用于或转让给用于与核武器、化学武器、生物武器或导弹技术相关的用途，除非由美国政府通过法规或特别许可证加以授权。此外，您承认本软件受欧盟出口控制法规的管辖，并特此声明和同意不得将软件用于除民用（非军用）以外的任何用途。双方同意相互配合以申请任何必要许可证和批准，但是您承认，确保遵守一切进出口法律乃是您的最终责任，而 Network Associates 在原销国将软件销售给您后不再负有任何责任。
- 10. **高风险行为。**软件不具有容错能力，并且其设计或目的不是用于要求有防故障性能的危险领域，包括但不限于核设施的运行、飞行导航或通信系统、空中交通管制、武器系统、直接的生命支持机器、或任何其它由于本软件故障可能直接导致死亡、人身伤害、或严重生命或财产损失的应用领域（统称“高风险行为”）。Network Associates 明确否认对用于任何高风险行为的适用性提供任何明示或暗示的担保。
- 11. **其它。**本协议受荷兰法律的管辖，但有关法律冲突的原则除外。特此明确，《联合国国际商品买卖契约公约》不适用于本协议。本协议阐述了软件用户的全部权利，构成了双方之间的完整协议。Network Associates 保留权利对您进行定期审核以确保您在使用软件时没有违反本协议。在标准的工作时间内以及经事先书面通知后，Network Associates 可对您进行访问，而您须向 Network Associates 或其代表提供有关本软件的任何记录。对于任何经要求进行的审核，其费用全部由 Network Associates 承担，除非经检查发现您少付或欠付 Network Associates 的款项超出软件初始许可证费用金额的 5%，或发现您未按授权的方式使用软件，则由您来承担检查费用。本协议取代了关于本软件和文档的任何其它通信。除非 Network Associates 正式授权的代表发布了书面补遗，否则不得更改本协议。对本协议的任何条款的放弃只有经 Network Associates 或 Network Associates 的正式授权代表书面签署弃权书时方为有效。如果本协议的任何规定被判定为无效，本协议的其它规定仍将具有完全的法律效力。协议双方确认他们愿意用英文书写本协议。
- 12. **Network Associates 用户联系。**如果您对于这些条款和条件有任何疑问，或因任何其它原因希望与 Network Associates 联系，请拨打电话 +31 20 586 6100；或致函 Network Associates International B.V., Gatwickstraat 25, 1043 GL Amsterdam, The Netherlands, 或请参看您的软件包装盒中的联系卡。您也可以访问我们的网站：<http://www.nai.com>。

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所有使用者請注意：請仔細閱讀以下有關 Network Associates International B.V. (下稱「Network Associates」) 特定軟體 (下稱「本軟體」) 之授權的法律合約 (下稱「本合約」)。如果您 (個人或個體) 按下接受按鈕或安裝本軟體, 即表示您同意接受本合約的約束並成為本合約的一方。如果您不接受本合約的所有條款, 請按表示不接受本合約條款的按鈕並不要安裝本軟體。(如果適用的話, 您可以將產品退回原購買處以獲得全額退款。)

1. 授權。在您支付了有關授權費用並同意本合約的條款和條件的前提下, Network Associates 特此授予您非獨佔的、不可轉讓的權利, 您可以使用一份本軟體及其附隨的說明文件 (以下稱「說明文件」) 的指定版本。您可以在一台電腦、工作站、個人數位助理、呼叫器、智慧型電話或其他可使用本軟體的電子用戶端設備 (下稱「用戶端裝置」) 上安裝一份本軟體。如果本軟體與一個以上的指定軟體產品作為一套產品或結合在一起授權, 則在遵循適用價格表或產品包裝上單獨指定的有關此類軟體的限制或使用條款的前提下, 本授權對所有此類指定的軟體產品均有適用。

a. 使用。本軟體作為單一產品授權; 它不可以用於一個以上的用戶端裝置或被多個使用者同時使用, 但本文第 1 節有明文規定之情況除外。當本軟體載入到用戶端裝置的暫存記憶體 (即隨機存取記憶體或 RAM) 或安裝於其永久儲存媒體 (如硬碟、CD-ROM 或其他儲存裝置) 時, 即表示該用戶端裝置上使用了本軟體。本授權合約授予您僅基於備份或保存之目的製作一份本軟體的備份, 其前提是該備份必須載有本軟體的全部權利聲明。

b. 伺服器模式使用。在適用本軟體價格表或產品包裝所闡明的範圍內, 您可以在多數使用者或網路環境 (「伺服器模式」) 中的用戶端裝置上作為伺服器 (「伺服器」) 使用本軟體。無論被授權的用戶端裝置或「設備」是同時連接、存取還是使用本軟體, 有可能隨時連接到服务器的每個用戶端裝置或「設備」均必須有單獨的授權。縱然使用某些軟體或硬體 (如「多工」或「多工緩衝集區」軟體或硬體) 而減少直接連接或使用本軟體的用戶端裝置或設備的數量, 仍不能減少所需授權的數量。(即所需授權的數量必須等於通往多工或多工緩衝區軟體或硬體「前端」的獨立輸入數量)。如果可以連接到本軟體的用戶端裝置或設備的數量可能超過已獲得的授權數量, 則您必須建立適當的機制確保使用本軟體時不會超過已獲授權使用數目的限制。本授權合約授予您為每個被許可的用戶端裝置或設備製作或下載一份說明文件的權利, 前提是每份必須載有說明文件的全部權利聲明。

c. 大量使用授權。如果本軟體依照適用的產品價格表或產品包裝指定的大量授權使用條款給予授權, 您可以按照大量授權條款中指定的數量在用戶端裝置上製作、使用和安裝多數個本軟體。您必須有切實可行的機制確保安裝軟體的用戶端裝置數量不超過已獲得的授權的數量。本授權合約授予您為每個根據大量授權使用條款製作的額外份數製作或下載一份說明文件的權利, 其前提是每份均須載有說明文件的全部權利聲明。

2. 期限。本合約無限期有效, 除非按照本合約之規定提前終止。如果您未能遵守本合約所述的任何限制或其他要求, 本合約將自動終止。本合約終止或期滿時, 您必須銷毀本軟體和說明文件所有的複製本。

3. 升級。本授權限於 Network Associates 所交付的軟體版本, 除非您另外簽署了維護合同, 否則本授權並不包括其後的版本、升級、更新、修改或修訂版。若您簽署了維護契約, 則在適用的本軟體產品價格表或產品包裝規定的期限內, 您可以在 Network Associates 通過電子佈告欄系統、其網站或其他線上服務發佈本軟體的修訂版或升級版時下載它們。在上述期限屆滿後, 您若沒有繼續獲得本軟體新的授權, 您則無權進一步接收任何修訂版或升級版。

4. 所有權。本軟體受國際著作權法和國際公約的保護。Network Associates 和其供應商擁有並保留本軟體的所有權利、所有權和權益; 包括所有著作權、專利、營業秘密、商標和其中的其他智慧財產權。您對本軟體的擁有、安裝或使用並不表示轉讓軟體的任何智慧財產權給您, 您將不會獲得本軟體的任何權利, 但本合約中有明文規定者, 不在此限。在本合約項下製作的所有本軟體複製本和說明文件必須載有與出現在軟體或說明文件中相同的所有權聲明。

5. 限制。您不得出售、出租、授權、租賃、借用或以其他方式轉讓 (無論有無對價) 本軟體。未經 Network Associates 事先書面同意, 您不得將您對本軟體進行的任何基準測試結果洩露給任何第三人。使用者同意, 不容許任何第三人 (但與使用者簽訂比本合約限制更嚴格的禁止洩露條款之合約的第三人除外) 以任何形式使用本軟體, 並應盡一切合理努力確保本軟體不被不當使用或擅自使用。您不得容許第三人經由分時共享方式、服務機構或其他形式從本軟體的使用或功能中獲益, 但在適用本軟體價格表或產品包裝上容許此類使用方式除外。不得轉讓本合約授予您的任何權利。您不得對本軟體進行還原工程、反編譯或解拆, 除非所適用的法律有明文禁止上述約束。為本軟體與獨立研發的電腦程式間相互操作性所需的介面資訊, 將按照要求在支付 Network Associates 提供該資料的合理費用後, 由 Network Associates 提供。您不得修改本軟體或其全部或局部為基礎所研發的衍生產品; 您不得複製本軟體或說明文件, 但上述第 1 節明文授權的情況, 不在此限。您不得移除本軟體中的任何權利聲明或標籤。Network Associates 保留未在本合約中明文授與的所有權利。

#### 6. 保固和免責條款

a. 有限保固。自購買之日起六十 (60) 天內, Network Associates 擔保承載本軟體的媒體 (如軟碟) 無材料或製造上的瑕疵。

b. 使用者補償。Network Associates 及其供應商違反上述保固的規定而應負的全部責任和您因此而獲得的全部補償, 由 Network Associates 決定, 依: (i) 退還購買授權的價金 (若有的話), 或 (ii) 更換承載本軟體的有瑕疵之媒體。您必須自行付費把有瑕疵的媒體連同一份收據影本一起退回 Network Associates。因事故、濫用或誤用導致的媒體瑕疵不在本有限保固之列。任何更換媒體的保固期為原保固期的剩餘期限。對於美國之外的地區, 本補償不適用於 Network Associates 受美國出口控制法律和法規限制的範圍。

c. 保固免責條款。除本合約規定之有保固外，本軟體不提供其他保固。在適用法律容許的最大範圍內，免除 Network Associates 所有的保固責任（無論是明示保固或是暗示保固），包括但不限於有關本軟體和所有附隨說明文件的適銷性、用於特定目的適用性、以及非侵權的暗示保固。您應對選擇本軟體所欲達到預期結果負責，安裝並使用軟體。在上述規定不受限制的前提下，Network Associates 不保證本軟體不會發生錯誤、不會出現中斷或其他故障，也不保證其可以滿足您的要求。

7. 責任限制。在任何情況和法律理論下，不論是民事侵權行為、契約或其他方面，Network Associates 或其供應商均不對您或其他任何人的任何性質的任何間接性損害、純財產之任何性質損害（包括但不限於信譽損失、營業中斷、電腦故障或運作失常，或任何及所有其他損害或損失）承擔責任。在任何情況下，Network Associates 都不對任何損害超過其所收取的軟體授權金額的部分負責，即使 Network Associates 已被告知此類損害的可能性。本責任限制不適用於適用法律禁止此類限制的範圍內的死亡或人身傷害。

8. 美國政府。依據適用的 DFAR 第 227.7202 款和 FAR 第 12.212 款規定，本軟體及其附隨的說明文件分別被認定為「商業電腦軟體」和「商業電腦軟體說明文件」。美國政府對軟體及其附隨說明文件的任何使用、修改、複製、發佈、演出、展示或公開都必須遵守本合約的條款，除非本合約中有明文許可，應禁止上述行為。

9. 出口控制。特此告知本軟體和說明文件（簡稱「產品」）受美國出口管理法規的約束。您不得以直接或間接與美國或其他適用法律相抵觸的方式出口、進口或轉讓產品，也不得致使、批准或以其他方式促成他人（如代理人、第三人等）如此行事。您聲明並同意，美國出口管理局和任何其他聯邦機構均沒有中止、撤銷或取消您的出口特許權。您同意，不得將產品用於或轉讓供用於與核子武器、化學武器、生物武器或導彈技術相關的用途，除非由美國政府透過法規或特別授權給予授權。此外，您承認產品受歐盟出口控制法規的管轄，您並特此聲明和同意不得將產品用於除民用（非軍用）以外的任何用途。雙方同意相互配合以申請任何必要授權和批准，但是您承認，確保遵守一切進出口法律之規定乃是您的最終責任，Network Associates 在原銷售國將產品銷售給您後即不再負有任何責任。

10. 高風險活動。本軟體不具有容錯能力，並且其設計或目的不是用於要求故障安全的危險領域，包括但不限於核子設施的運轉、飛行導航或通訊系統、空中交通管制、武器系統、直接的生命支援機器、或任何其他由於本軟體故障可能直接導致死亡、人身傷害、或嚴重生命或財產損失的應用領域（統稱「高風險活動」）。Network Associates 明確否認對於任何高風險活動的適用性提供任何明示或暗示的保證。

11. 其他。本合約以荷蘭法律為準據法，但有關法律衝突的原則除外。本《聯合國國際商品買賣契約公約》明確排除不適用於本合約。本合約規範本軟體使用者的全部權利並構成雙方之間的完整合約。Network Associates 保留對您進行了定期審核權利以確保您在使用本軟體時沒有違反本合約。在正常的工作時間內以及經事先書面通知後，Network Associates 可對您進行訪問，您須向 Network Associates 或其代表提供有關本軟體的任何記錄。對於任何經要求進行了的審核，其費用全部由 Network Associates 承擔，經審核後若發現您少付或欠付 Network Associates 的款項超出軟體初始授權費用金額的 5%，或發現您未按授權的方式使用本軟體，審核費用則由您負擔。本合約取代了關於本軟體和說明文件的任何其他往來訊息。除非 Network Associates 正式授權的代表以書面方式更改，否則不得更改本合約。對本合約的任何條款的放棄只有經 Network Associates 或 Network Associates 的正式授權代表簽署書面表示棄權時方為有效。如果本合約的任何規定被判定為無效，本合約的其他規定仍將具有完全的法律效力。本合約雙方確認同意僅用英文作成本合約。

12. Network Associates 客戶聯絡。如果您對這些條款和條件有任何疑問，或因任何其他原因希望與 Network Associates 聯絡，請撥電話 00800-122-55-624 或 +31 20 586 6100；或致函 Network Associates International B. V., Gatwickstraat 25, 1043 GL Amsterdam, The Netherlands。或查看以下網站：<http://www.nai.com>。

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**1. 授權。** 在您支付有關授權費用並同意本合約的條款和條件的前提下，Network Associates 特此授予您非獨佔的、不可轉讓的權利，您可以使用一份本軟體及其附隨的文檔 (以下稱「說明文件」) 的指定版本。您可以在一台電腦、工作站、個人數位助理、尋呼機、「智慧型電話」或其他可使用本軟體的電子設備 (下稱「使用者端設備」) 上安裝一份本軟體。如果本軟體與一個以上的指定軟體產品作為一套產品或結合在一起授權，則在遵循適用價格表或產品包裝上單獨指定的有關此類軟體的限制或使用條款的前提下，本授權對所有此類指定的軟體產品均有適用。

**a. 使用。** 本軟體作為單一產品授權；它不可以用於一個以上的用戶端裝置或被多個使用者同時使用，但本文第 1 節有明文規定之情況除外。當本軟體載入到用戶端裝置的暫存記憶體 (即隨機存取記憶體或 RAM) 或安裝於其永久儲存媒體 (如硬碟、CD-ROM 或其他儲存裝置) 時，即表示該用戶端裝置上使用了本軟體。本授權合約授予您僅基於備份或保存之目的製作一份本軟體的備份，其前提是該備份必須含有本軟體的全部專有權聲明。

**b. 伺服器模式使用。** 在適用本軟體價格表或產品包裝所闡明的範圍內，您可以在多數使用者或網路環境 (「伺服器模式」) 中的用戶端裝置上作為伺服器 (「伺服器」) 使用本軟體。無論被授權的用戶端裝置或「設備」是同時連接、存取還是使用本軟體，有可能隨時連接服務器的每個用戶端裝置或「設備」均必須有單獨的授權。縱然使用某些軟體或硬體 (如「多工」或「多工緩衝集區」軟體或硬體) 而減少直接連接或使用本軟體的用戶端裝置或設備的數量，仍不能減少所需授權的數量。(即所需授權的數量必須等於多工或多工緩衝集區軟體或硬體「前端」的獨立輸入的數量)。如果可以連接到本軟體的用戶端裝置或設備的數量可能超過已獲得的授權數量，則您必須建立適當的機制確保使用本軟體時不會超過已獲授權使用數目的限制。本授權合約授予您為每個被許可的用戶端裝置或設備製作或下載一份說明文件的權利，前提是每份必須載有說明文件的全部權利聲明。

**c. 大量使用授權。** 如果本軟體依照適用的產品價格表或產品包裝指定的大量授權使用條款給予授權，您可以按照大量授權條款中指定的數量在用戶端裝置上製作、使用和安裝多數個本軟體。您必須有切實可行的機制確保安裝軟體的用戶端裝置數量不超過已獲得的授權的數量。本授權合約授予您為每個根據大量授權使用條款製作的額外份數製作或下載一份說明文件的權利，其前提是每份均須載有說明文件的全部權利聲明。

**2. 期限。** 除非按照本合約之規定提前終止，否則本合約有效期限為一 (1) 年。如果您未能遵守本合約所述之任何限制或其他要求，本合約將自動終止。本合約終止或期滿時，您必須銷毀本軟體和說明文件所有的複製本。

**3. 升級。** 在本合約期限內，本授權只限於 Network Associates 所交付的軟體版本，除非您另訂簽署了維護契約，否則本授權並不包括其後的版本、升級、更新、修改或修訂版。若您簽署了維護契約，則在適用的本軟體產品價格表或產品包裝規定的期限內，您可以在 Network Associates 通過電子佈告欄系統、其網站或其他線上服務發佈本軟體的修訂版或升級版時下載它們。在上述期限屆滿後，若您沒有繼續獲得本軟體新的授權，您則無權進一步接收任何修訂版或升級版。

**4. 所有權。** 本軟體受國際著作權法和國際公約的保護。Network Associates 和其供應商擁有並保留本軟體的所有權利、所有權和權益，包括所有著作權、專利、營業秘密、商標和其中的其他智慧財產權。您對本軟體的擁有、安裝、使用和並不表示轉讓軟體的任何智慧財產權給您，您將不會獲得本軟體的任何權利，但本合約中明文規定的，不在此限。在本合約項下製作的所有本軟體複製本和說明文件必須含有與出現在軟體或說明文件中相同的所有權聲明。

**5. 限制。** 您不得出售、出租、授權、借用或以其他方式轉讓 (無論有無對價) 本軟體。未經 Network Associates 事先書面同意，您不得將您對本軟體進行的任何基準測試結果洩露給任何第三人。使用者同意，不容許任何第三人 (但與使用者簽訂了內含比本合約限制更嚴格的禁止洩露條款之合約的第三人除外) 以任何形式使用本軟體，並應盡一切合理努力確保本軟體不被不當使用或擅自使用。您不得容許第三人經由分時共享方式、服務機構或其他形式從本軟體的使用或功能中獲益，但在適用本軟體的價格表或產品包裝上容許此類使用方式除外。不得轉讓本合約授予您的任何權利。不得對本軟體進行還原工程、反編譯或解拆，除非所適用的法律明文禁止上述約束。您不得修改本軟體或以其全部或局部為基礎而研發的衍生產品。您不得複製本軟體或說明文件，但上述第 1 節明文授權的情況，不在此限。您不得移除本軟體中的任何權利聲明或標籤。Network Associates 保留未在本合約中明文授與的所有權利。Network Associates 保留定期經事先書面通知後進行查核以驗證您是否遵守本合約條款的規定。

**6. 保固和免責條款**

**a. 有限保固。** 自購買之日起六十 (60) 天內，Network Associates 保證承載本軟體的媒體 (如軟碟) 無材料或製造上的瑕疵。

**b. 使用者補償。** Network Associates 及其供應商違反上述保固中的規定而應負的全部責任和您因此而獲得的全部補償，由 Network Associates 決定，依：(i) 退還購買授權的價金 (若有的話)，或 (ii) 更換承載本軟體的有瑕疵之媒體。您必須自行付費把有瑕疵的媒體連同一份數據影本一起退回 Network Associates。因事故、濫用或誤用導致的媒體瑕疵不在本有限保固之列。任何更換媒體的保固期為原保固期的剩餘期限。對於美國之外的地區，本補償不適用於 Network Associates 受美國出口控制法律和法規限制的範圍。

- c. **保固免責條款。**除本合約規定之有保固外，本軟體不提供其他保固。在適用法律容許的最大範圍內，免除 Network Associates 有關本軟體及其附隨說明文件的所有保固責任（無論是明示保固或是暗示保固）。您應對選擇本軟體所欲達到預期結果負責，安裝並使用軟體。在上述規定不受限制的前提下，Network Associates 不保證本軟體不會發生錯誤、不會出現中斷或其他故障，也不保證其可以滿足您的要求。有些管轄區可能不容許對暗示保固進行限制，因此上述限制可能不適用於您。上述規定將在適用法律容許的最大範圍內執行。
7. **責任限制。**在任何情況和法律理論下，不論是民事侵權行為、契約或其他方面，Network Associates 或其供應商均不對您或其他任何人的任何性質的任何間接性損害、純財產之任何性質損害（包括但不限於信譽損失、營業中斷、電腦故障或運作失常，或任何及所有其他損害或損失）承擔責任。在任何情況下，Network Associates 都不對任何損害超過其所收取的軟體授權標價金額的部分負責，即使 Network Associates 已被告知此類損害的可能性。本責任限制不適用於適用法律禁止此類限制的範圍內的死亡或人身傷害。上述規定在適用法律所容許的最大範圍內執行。
8. **美國政府。**依據適用的 DFAR 第 227.7202 款和 FAR 第 12.212 款規定，本軟體及其附隨的說明文件分別被認定為「商業電腦軟體」和「商業電腦軟體說明文件」。美國政府對軟體及其附隨說明文件的任何使用、修改、複製、發佈、演出、展示或公開都必須遵守本合約的條款，除非本合約中有明文許可，應禁止上述行為。
9. **出口控制。**特此告知本軟體受美國出口管理法規的約束。您不得直接或間接與美國或其他適用法律相抵觸的方式出口、進口或轉讓本軟體，也不得致使、批准或以其他方式促成他人（如代理人、第三人等）如此行事。您聲明並同意，美國出口管理局和任何其他聯邦機構均沒有中止、撤銷或取消您的出口特許權。您同意，不得將產品用於或轉讓供用於與核子武器、化學武器、生物武器或導彈技術相關的用途，除非由美國政府透過法規或特別授權給予授權。此外，您承認產品受歐盟出口控制法規的管轄，您並特此聲明和同意不得將產品用於除民用（非軍用）以外的任何用途。雙方同意互相配合以申請任何必要授權和批准，但是您承認，確保遵守一切進出口法律之規定乃是您的最終責任，Network Associates 在原銷售國將本軟體銷售給您後即不再負有任何責任。
10. **高風險行為。**本軟體不具有容錯能力，並且其設計或目的不是用於要求故障安全的危險領域，包括但不限於核子設施的運轉、飛行導航或通訊系統、空中交通管制、武器系統、直接的生命支援機器、或任何其他由於本軟體故障可能直接導致死亡、人身傷害、或嚴重生命或財產損失的應用領域（統稱「高風險行為」）。Network Associates 明確否認對於任何高風險行為的適用性提供任何明示或暗示的保證。
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12. **Network Associates 客戶聯絡。**如果您對這些條款和條件有任何疑問，或因任何其他原因希望與 Network Associates 聯絡，請撥電話 +31 20 586 6100；或致函 Network Associates International B. V., Gatwickstraat 25, 1043 GL Amsterdam, The Netherlands, 或請參考您的套裝軟體包裝盒中的聯絡卡。您也可以查看我們的網站：<http://www.nai.com>。

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**a. 使用。**本軟體作為單一產品授權;它不可以用於一個以上的用戶端裝置或被多個使用者同時使用,但本文第 1 節明文規定的情況除外。當本軟體載入到用戶端裝置的暫存記憶體(即隨機存取記憶體或 RAM)或安裝於其永久儲存媒體(如硬碟、CD-ROM 或其他儲存裝置)時,即表示該用戶端裝置上使用了本軟體。本授權合約授予您基於備份或保存之目的製作一份本軟體的備份,其前提是該備份必須含有本軟體的全部專有權聲明。

**b. 伺服器模式使用。**在適用本軟體價格表或產品包裝所闡明的範圍內,您可以在多數使用者或網路環境(「伺服器模式」)中的用戶端裝置上作為伺服器(「伺服器」)使用本軟體。無論被授權的用戶端裝置或「設備」是同時連接、存取還是使用本軟體,有可能隨時連接服務器的每個用戶端裝置或「設備」均必須有單獨的授權。縱然使用某些軟體或硬體(如「多工」或「多工緩衝集區」軟體或硬體)而減少直接連接或使用本軟體的用戶端裝置或設備的數量,仍不能減少所需授權的數量。(即所需授權的數量必須等於通往多工或多工緩衝集區軟體或硬體「前端」的獨立輸入的數量)。如果可以連接到本軟體的用戶端裝置或設備的數量可能超過已獲得的授權數量,則您必須建立適當的機制確保使用本軟體時不會超過已獲授權使用數目的限制。本授權合約授予您為每個被許可的用戶端裝置或設備製作或下載一份說明文件的權利,前提是每份必須載有說明文件的全部權利聲明。

**c. 大量使用授權。**如果本軟體依照適用的產品價格表或產品包裝指定的大量授權使用條款給予授權,您可以按照大量授權條款中指定的數量在用戶端裝置上製作、使用和安裝多數個本軟體。您必須有切實可行的機制確保安裝軟體的用戶端裝置數量不超過已獲得的授權的數量。本授權合約授予您為每個根據大量授權使用條款製作的額外份數製作或下載一份說明文件的權利,其前提是每份均須載有說明文件的全部權利聲明。

**2. 期限。**除非按照本合約之規定提前終止,否則本合約有效期限為二(2)年。如果您未能遵守本合約所述的任何限制或其他要求,本合約將自動終止。本合約終止或期滿時,您必須銷毀本軟體和說明文件所有的複製本。

**3. 升級。**在本合約期限內,本授權只限於 Network Associates 所交付的軟體版本,除非您另行簽署了維護契約,否則本授權並不包括其後的版本、升級、更新、修改或修訂版。若您簽署了維護契約,則在適用的本軟體產品價格表或產品包裝規定的期限內,您可以在 Network Associates 通過電子佈告欄系統、其網站或其他線上服務發佈本軟體的修訂版或升級版時下載它們。在上述期限屆滿後,若您沒有繼續獲得本軟體新的授權,您則無權進一步接收任何修訂版或升級版。

**4. 所有權。**本軟體受國際著作權法和國際公約的保護。Network Associates 和其供應商擁有並保留本軟體的所有權利、所有權和權益,包括所有著作權、專利、營業秘密、商標和其中的其他智慧財產權。您對本軟體的擁有、安裝或使用並不表示轉讓軟體的任何智慧財產權給您,您將不會獲得本軟體的任何權利,但本合約中明文規定者,不在此限。在本合約項下製作的所有本軟體複製本和說明文件必須含有與出現在軟體或說明文件中相同的所規權聲明。

**5. 限制。**您不得出售、出租、授權、借用或以其他方式轉讓(無論有無對價)本軟體。未經 Network Associates 事先書面同意,您不得將您對本軟體進行的任何基準測試結果洩露給任何第三人。使用者同意,不容許任何第三人(但與使用者簽訂了內含比本合約限制更嚴格的禁止洩露條款之合約的第三人除外)以任何形式使用本軟體,並應盡一切合理努力確保本軟體不被不當使用或擅自使用。您不得容許第三人經由分時共享方式、服務機構或其他形式從本軟體的使用或功能中獲益,但在適用本軟體的價格表或產品包裝上容許此類使用方式除外。不得轉讓本合約授予您的任何權利。不得對本軟體進行還原工程、反編譯或解拆,除非非適用的法律明文禁止上述約束。您不得修改本軟體或其全部或局部為基礎所研發的衍生產品。您不得複製本軟體或說明文件,但上述第 1 節明文授權的情況,不在此限。您不得移除本軟體中的任何權利聲明或標籤。Network Associates 保留未在本合約中明文授與的所有權利。Network Associates 保留定期經事先書面通知後進行查核以驗證您是否遵守本合約條款的規定。

**6. 保固和免責條款**

**a. 有限保固。**自購買之日起六十(60)天內, Network Associates 保證承載本軟體的媒體(如軟體)無材料或製造上的瑕疵。

**b. 使用者補償。**Network Associates 及其供應商違反上述保固中的規定而應負的全部責任和您因此而獲得的全部補償,由 Network Associates 決定,依:(i) 退還購買授權的價金(若有的話),或(ii) 更換承載本軟體的有瑕疵之媒體。您必須自行付費把有瑕疵的媒體連同一份收據影本一起退回 Network Associates。因事故、濫用或誤用導致的媒體瑕疵不在本有限保固之列。任何更換媒體的保固期為原保固期的剩餘期限。對於美國之外的地區,本補償不適用於 Network Associates 受美國出口控制法律和法規限制的範圍。

- c. 保固免責條款。除本合約規定之有限保固外，本軟體不提供其他保固。在適用法律容許的最大範圍內，免除 Network Associates 有關本軟體及其附隨說明文件的所有的保固責任（無論是明示保固還是暗示保固）。您應對選擇本軟體所欲達到預期結果負責，安裝並使用軟體。在上述規定不受限制的前提下，Network Associates 不保證本軟體不會發生錯誤、不會出現中斷或其他故障，也不保證其可以滿足您的要求。有些管轄區可能不容許對暗示保固進行限制，因此上述限制可能不適用於您。上述規定將在適用法律容許的最大範圍內執行。
7. 責任限制。在任何情況和法律理論下，不論是民事侵權行為、契約或其他方面，Network Associates 或其供應商均不對您或其他任何人的任何性質的任何間接性損害、純財產之任何性質損害（包括但不限於信譽損失、營業中斷、電腦故障或運作失常，或任何及所有其他損害或損失）承擔責任。在任何情況下，Network Associates 都不對任何損害超過其所收取的軟體授權標價金額的部分負責，即使 Network Associates 已被告知此類損害的可能性。本責任限制不適用於適用法律禁止此類限制的範圍內的死亡或人身傷害。上述規定在適用法律所容許的最大範圍內執行。
8. 美國政府。依據適用的 DFAR 第 227.7202 款和 FAR 第 12.212 款規定，本軟體及其附隨的說明文件分別被認定為「商業電腦軟體」和「商業電腦軟體說明文件」。美國政府對軟體及其附隨說明文件的任何使用、修改、複製、發佈、演出、展示或公開都必須遵守本合約的條款，除非本合約中有明文許可，應禁止上述行為。
9. 出口控制。特此告知本軟體受美國出口管理法規的約束。您不得以直接或間接與美國或其他適用法律相抵觸的方式出口、進口或轉讓本軟體，也不得致使、批准或以其他方式促成他人（如代理人、第三人等）如此行事。您聲明並同意，美國出口管理局和任何其他聯邦機構均沒有中止、撤銷或取消您的出口特許權。您同意，不得將產品用於或轉讓供用於與核子武器、化學武器、生物武器或導彈技術相關的用途，除非由美國政府透過法規或特別授權給予授權。此外，您承認產品受歐盟出口控制法規的管轄，您並特此聲明和同意不得將產品用於除民用（非軍用）以外的任何用途。雙方同意相互配合以申請任何必要授權和批准，但是您承認，確保遵守一切進出口法律之規定乃是您的最終責任，Network Associates 在原銷售國將本軟體銷售給您後即不再負有任何責任。
10. 高風險行為。本軟體不具有容錯能力，並且其設計或日的不是用於要求故障安全的危險領域，包括但不限於核子設施的運轉、飛行導航或通訊系統、空中交通管制、武器系統、直接的生命支援機器、或任何其他由於本軟體故障可能直接導致死亡、人身傷害、或嚴重生命或財產損失的應用領域（統稱「高風險行為」）。Network Associates 明確否認對於任何高風險行為的適用性提供任何明示或暗示的保證。
11. 其他。本合約以荷蘭法律為準據法，但有關法律衝突的原則除外。本《聯合國國際商品買賣契約公約》明確排除不適用於本合約。本合約規定本軟體使用者的全部權利並構成雙方之間的完整合約。Network Associates 保留對您進行定期查核權利以確保您在使用本軟體時沒有違反本合約。在正常的工作時間內以及經事先書面通知後，Network Associates 可對您進行訪問，您須向 Network Associates 或其代表提供有關本軟體的任何記錄。對於任何經要求進行的查核，其費用全部由 Network Associates 承擔，經查核後若發現您少付或欠付 Network Associates 的款項超出軟體初始授權費用金額的 5%，或發現您未按授權的方式使用本軟體，查核費用則由您負擔。本合約取代了關於本軟體和說明文件的任何其他往來訊息。除非 Network Associates 正式授權的代表以書面方式更改，否則不得更改本合約。對本合約的任何條款的放棄只有經 Network Associates 或 Network Associates 的正式授權代表簽署書面表示棄權時方為有效。如果本合約的任何規定被判定為無效，本合約的其他規定仍將具有完全的法律效力。本合約雙方確認同意僅用英文作成本合約。
12. Network Associates 客戶聯絡。如果您對這些條款和條件有任何疑問，或因任何其他原因希望與 Network Associates 聯絡，請撥電話 +31 20 586 6100；或致函 Network Associates International B. V., Gatwickstraat 25, 1043 GL Amsterdam, The Netherlands, 或請參考您的套裝軟體包裝盒中的聯絡卡。您也可以查看我們的網站：<http://www.nai.com>。

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로는 사용자에게 대한 고지 사항: NETWORK ASSOCIATES INTERNATIONAL B.V.(이하 "NETWORK ASSOCIATES")에 의해 특정한 소프트웨어(이하 "소프트웨어")의 사용권에 관한 다음의 법적 계약서(이하 "계약서")를 주의 깊게 읽으십시오. [동의합니다] 단추를 누르거나, 본 소프트웨어를 설치함으로써(개인인 또는 단일 단체이든) 귀하는 본 계약에 의하여 구속됨에 동의하는 것이고, 또한 본 계약의 일부 당사자가 되는 것입니다. 본 계약서의 모든 내용에 동의하지 않으면 [동의하지 않습니다] 단추를 누르시고, 본 소프트웨어를 설치하지 마십시오. (단약 해당할 경우, 제품을 구입처로 반환하여 구입대금 전액을 환불 받으실 수 있습니다.)

**1. 사용권 허가.** 적절한 사용권 사용료의 지불과 본 계약의 제약 및 조건의 준수를 전제로, Network Associates는 귀하에게 본 소프트웨어의 특정 버전 복사본 한 부 및 이와 함께 제공되는 설명서(이하 "설명서")에 대한 비독점적 및 이권이 분가능한 사용권을 허가합니다. 귀하는 본 소프트웨어 복사본 한 부를 본 소프트웨어가 사용될 컴퓨터, 워크스테이션, 개인용 디지털 정보 단말기, 호출기, "스마트 폰" 또는 기타 전자 장치(이하 각 "클라이언트 장치")에 설치할 수 있습니다. 본 소프트웨어가 사용되어 사용되는 특정한 소프트웨어 제품을 갖춘 제품군이나 번들로서 허가될 경우, 본 사용권은 그러한 소프트웨어 제품을 모두에 개별적으로 적용되는 관련 가격 목록, 또는 제품 포장에 명시된 모든 제한 또는 사용 조건에 의하여 그러한 특정한 소프트웨어 제품을 모두에 적용됩니다.

**a. 사용.** 본 소프트웨어는 하나의 제품군 하나의 사용권이 허가되는 것으로서, 본 계약의 제1절에 규정된 것을 제외하고는 한 번에 한 사람이상의 사용자에게 의하여, 또는 하나 이상의 클라이언트 장치에서 사용될 수 있습니다. 본 소프트웨어는 클라이언트 장치의 임시 메모리(예: RAM)에 로드되거나 영구 메모리(예: 하드 디스크, CD-ROM 또는 기타 저장 장치)에 설치될 때 해당 클라이언트 장치에서 "사용 상태"에 있는 것으로 간주됩니다. 귀하가 만든 복사본에 본 소프트웨어의 사용권에 관한 고지 사항이 모두 포함되어 있는 경우에만 하야, 본 사용권은 귀하에게 오로지 백업 또는 보관 목적으로 본 소프트웨어의 복사본 한 부를 만들 수 있는 권한을 부여합니다.

**b. 서버 모드 사용.** 귀하가 본 소프트웨어를 클라이언트 장치 상에서 다수의 사용자 또는 네트워크 환경(이하 "서버 모드")내의 서버(이하 "서버")로서 사용할 수 있는 경우는, 본 소프트웨어의 관련 가격 목록, 또는 제품 포장에 그러한 사용이 허가되는 것으로 명시된 경우에 한정됩니다. 귀하가 각 클라이언트 장치 또는 "시드"를 인쇄라도 서버에 연결할 수 하더라도, 사용이 허가된 해당 클라이언트 장치 또는 시드가 본 소프트웨어에 동시 연결이 되었거나, 액세스 또는 사용하고 있는지의 여부와는 관계없이 이에 대한 사용권을 별도로 허가 받아야 합니다. 직접적으로 본 소프트웨어에 액세스를 하거나 또는 소프트웨어를 사용하는 클라이언트 장치나, 시드의 수를 줄이는 소프트웨어(이하 "멀티플렉싱" 또는 "풀링" 소프트웨어나 하드웨어)를 사용하여도, 귀하에게 요구되는 사용권의 수(예: 요구되는 사용권의 수는 멀티플렉싱 또는 풀링 소프트웨어나 하드웨어의 "프론트 엔드(front end)"에 대한 개별 인력의 수와 동일하여야 합니다)가 줄어드는 것은 아닙니다. 본 소프트웨어에 연결될 수 있는 클라이언트 장치나 시드의 수가, 귀하가 확보한 사용권의 수를 초과할 가능성이 있는 경우, 귀하는 본 소프트웨어의 사용이 귀하가 확보한 사용권에 지정된 사용한계를 초과하지 않도록 합리적인 메커니즘을 적용하여야 합니다. 본 사용권은 귀하에게, 사용이 허가된 각 클라이언트 장치 또는 시드에 대한 설명서 한 부를 복사하거나, 다운로드할 수 있는 권한을 부여하지만, 그렇게 만들어진 각 복사본에는 설명서의 소유권 고지에 관한 내용이 모두 포함되어 있어야 합니다.

**c. 불용 사용권.** 귀하가 본 소프트웨어에 대한 가격목록이나 제품 포장에 불용 사용권 조건이 명시된 소프트웨어의 사용권 허가를 받은 경우, 귀하는 클라이언트 장치에 추가로 불용 사용권이 허가하는 만큼의 소프트웨어를 복사, 사용 및 설치할 수 있습니다. 귀하는 본 소프트웨어가 설치된 클라이언트 장치의 수가, 귀하가 확보한 사용권의 수를 초과하지 않도록 합리적인 메커니즘을 적용하여야 합니다. 본 사용권은 귀하에게, 사용이 허가된 불용 사용권에 의하여 권한이 부여된, 각 추가 복사본마다 설명서를 한 부 복사하거나 다운로드할 수 있는 권한을 부여하지만, 그렇게 만들어진 각 복사본에는 설명서의 소유권 고지에 관한 내용이 모두 포함되어 있어야 합니다.

**2. 기간.** 본 계약은 여기에 명시된 것보다 일찍 종료되지 않는 한 영구적으로 유효합니다. 여기에 기해진 제한 사항이나 요구 사항을 귀하가 준수하지 않을 경우, 본 계약은 자동으로 종료됩니다. 본 계약의 종료 또는 만료시 귀하는 본 소프트웨어 및 설명서의 복사본을 모두 파괴하여야 합니다.

**3. 업데이트.** 본 사용권은 Network Associates에 의하여 제공된 소프트웨어의 버전으로 제한되며, 별도로 유지 관리 계약을 체결하지 않으면 후속 버전, 업그레이드, 업데이트, 수정 및 개정을 포함하지 않습니다. 귀하가 이러한 계약을 체결한 경우, 본 소프트웨어에 대한 가격목록에 지정된 기간동안 Network Associates가 전자 게시판 시스템이나 웹사이드 또는 기타 온라인 서비스를 통하여 본 소프트웨어의 개정판이나 업데이트를 출시하면, 귀하는 이들을 다운로드할 수 있는 권한을 갖습니다. 지정된 기간이 종료된 후 소프트웨어에 대한 새 사용권을 구입하지 않으면, 귀하는 개정판이나 업그레이드를 더 이상 받을 수 없습니다.

**4. 소유권.** 본 소프트웨어는 국제 저작권법과 국제 협약 규정의 보호를 받습니다. Network Associates와 그 공급업체는 저작권, 특허권, 영업 비밀권, 상표권 그리고 기타 지적 사용권을 포함하여, 본 소프트웨어에 대한 모든 권리, 소유권 및 이익을 소유하고 보유하고 있습니다. 귀하가 본 소프트웨어를 소유, 설치 또는 사용할지라도 귀하에게 본 소프트웨어에 대한 어떠한 지적 재산권도 양도되지 않으며, 본 계약서에 명확하게 규정된 것을 제외하고, 귀하는 본 소프트웨어에 대한 어떠한 권리도 얻을 수 없습니다. 본 소프트웨어 및 설명서의 복사본은 모두 본 소프트웨어 및 설명서에 표시된 것과 동일한 소유권 고지 사항을 포함하고 있어야 합니다.

**5. 제한 사항.** 귀하는 유상품을 불문하고 본 소프트웨어를 판매, 임대, 사용 허가, 임차, 대여 또는 기타 양도할 수 없습니다. 귀하는 본 소프트웨어에 대한 벤치마킹 테스트의 결과를 Network Associates의 사전 서면 동의 없이 제 3자에게 공개할 수 없습니다. 고객은 제 3자(본 계약에 의해 규정된 것보다 엄격한 비법규정된것을 포함하는) 고객과의 계약하에 있는 제 3자를 제외한다)가 소프트웨어를 어떤 형태로도 사용할 수 있도록 허용하여서는 아니되고, 모든 합리적인 노력으로 본 소프트웨어를 부정권하고 부당하게 사용되지 않도록 노력할 것에 동의해야 합니다. 귀하는 본 소프트웨어에 대한 가격목록, 또는 제품 포장에 명시되어 있는 소프트웨어 사용 한도를 제외하고, 제 3자가 시간공용 시스템, 서비스 기관 또는 기타 장치를 통하여 본 소프트웨어를 사용하거나 그 기능으로 이익을 얻게 하여서는 안됩니다. 귀하는 본 계약에 의하여 귀하에게 부여된 어떠한 권리도 양도할 수 없습니다. 귀하는 앞에서 언급한 제한사항이 관련 법에 의하여 명백히 금지되지 아니하는 한, 본 소프트웨어를 역설계, 역컴파일, 또는 해체할 수 없습니다. 독립적으로 제작된 컴퓨터프로그래밍과 본 소프트웨어의 상호 작동에 필요한 인터페이스 정보는 그러한 정보제공에 대한 요청과 합리적인 가격 및 비용의 지불이 있는 경우, Network Associates에 의하여 제공됩니다. 귀하는 본 소프트웨어의 전체 또는 일부를 수정하거나 그 파생품을 제작할 수 없습니다. 귀하는 위의 제 1절에서 명백하게 허가된 것을 제외하고는 본 소프트웨어 또는 설명서를 복사할 수 없습니다. 귀하는 본 소프트웨어에 부착되어 있는 모든 사용권 고지 사항 또는 레이블을 제거할 수 없습니다. 여기에 명백히 언급되지 않은 모든 권리는 Network Associates가 보유하고 있습니다.

**6. 제품 보증 및 거부.**

- a. **제한 보증.** Network Associates 는 원 구입일로부터 60 일 동안 본 소프트웨어가 내장되어 있는 매체 (예: 디스켓) 에 물리적인 결함이나 제품 제작상의 과오로 인한 결함이 없음을 보증합니다.
- b. **고급 구매책.** Network Associates 및 그 공급업체의 전체 책임과, 앞에서 언급된 보증의무 위반에 대한 귀하의 독점적 구매책은 Network Associates 의 선택에 따라 다음 중 하나가 됩니다. 즉 (i) 사용권에 대한 구입 금액을 환불해 드리거나 (ii) 본 소프트웨어가 포함되어 있는 결함이 있는 매체를 교환해 드립니다. 귀하는 결함이 있는 매체를 귀하의 비용 부담으로 영수증 사본과 함께 Network Associates 로 반환하여야 합니다. 본 제한 보증은 결함의 원인이 사고, 남용 또는 오용으로 있는 경우에는 무효입니다. 교환된 매체에 대해서는 원 보증 기간의 잔여기간만 보증합니다. Network Associates 가 비극의 수를 관리 및 규정의 제한 사항을 준수하여야 할 경우 미국 이외의 지역에서는 본 배상이 적용되지 않을 수도 있습니다.
- c. **제품 보증 거부.** 여기에 언급된 제한 보증을 제외하면, 본 소프트웨어는 "있는 그대로" 공급됩니다. 관련 법이 허용하는 최대 한도까지 Network Associates 는 본 소프트웨어 및 이와 함께 제공되는 설명서에 관한 상용성, 특정목적에 대한 적합성, 비침해에 대한 적합성, 비침해에 대한 명시적 보증을 포함하지만 여기에 한정되지는 아니하는, 명시적 또는 묵시적인 모든 보증을 거부합니다. 귀하는, 귀하가 의도한 결과를 얻기 위하여 본 소프트웨어를 선택, 설치 및 사용한 것과 본 소프트웨어로부터 얻은 결과에 대하여 책임을 집니다. 앞에서 언급된 규정을 제한하지 않는 경우, Network Associates 는 본 소프트웨어에 오류, 중단 및 다른 고장이 없거나, 본 소프트웨어가 귀하의 요구 사항을 충족시킨다고 보증하지 않습니다.

**7. 책임 한계.** Network Associates 또는 그 공급업체는 불법 행위, 계약 또는 그렇지 않은 어떠한 상황 및 법적 논리라도, 선의의 손실, 작업 중단, 컴퓨터 고장 또는 오작동으로 인한 손해 또는 기타의 손해 또는 손실을 모두 포함하나 여기에 한정되지는 않는, 어떠한 대상에 대한 간접적, 필연적, 또는 우발적으로 발생하는 금융적 손해에 대하여 귀하 또는 어떠한 다른 사람에게도 책임을 지지 않습니다. 어떤 경우에도 소프트웨어 사용권에 대하여 Network Associates 가 청구한 가격 목록상의 가격을 초과하는 손해에 관하여, Network Associates 가 설명 그러한 손해 발생의 가능성을 사전에 통보 받았다 하더라도 이에 관하여 책임이 없습니다. 책임 제한은 관련 법률이 그러한 제한을 금지하는 한도 내에서 사망 또는 개인적인 부상에 관한 책임에는 적용되지 않습니다.

**8. 미국 정부.** 본 소프트웨어 및 이와 함께 제공되는 설명서는 각각 DFAR 제 227.7202 절과 FAR 제 12.212 절에 의하여 "상업용 컴퓨터 소프트웨어"와 "상업용 컴퓨터 소프트웨어 설명서"로 간주됩니다. 본 소프트웨어 및 이와 함께 제공되는 설명서에 대한 미국 정부의 사용, 변경, 복제, 출시, 시연, 진지 또는 발표는 오직 본 계약의 조건들에 의해서만 제약을 받으며, 본 계약의 조건들에 의하여 명백하게 허용되는 범위를 제외하고는 금지됩니다.

**9. 수출 권리.** 귀하는 본 소프트웨어 및 설명서 (이하 "제품") 가 미국 수출 관리 규정을 준수해야 함을 유념하셔야 합니다. 귀하는 미국 또는 기타 관련 법률에 위반하여 본 제품을 직접 또는 간접적으로 수출, 수입 또는 양도할 수 없고, 그러한 행위를 하는 대리인 또는 제 3 자 등과 같은 자들의 행위를 유발하거나, 승인하거나, 또는 촉진하여서는 아니됩니다. 귀하는 미국 수출 관리국이나 기타 연방 기관이 귀하의 수출 특권을 중지하거나 거부하지 않았다는 사실을 진술하고 이에 동의하여야 합니다. 또한 귀하는 미국 정부의 규정이나 특정 허가 없이는 핵, 생화학 무기 또는 미사일 기술과 관련된 최종 사용을 위하여 본 제품을 사용하거나, 양도하지 않을 것 외 동의해야 합니다. 또한, 귀하는 본 제품이 유럽 연합 (European Union) 의 수출 통제 규정을 준수하여야 하며, 본 제품을 (군사용이 아닌) 민간 용도로만 사용할 것에 동의하여야 합니다. 두 당사자는 필요한 사용권 및 승인에 관한 모든 응용에 대하여 서로 협력할 것을 동의하지만, Network Associates 가 본 제품을 원 판매 국가 내에서 귀하에게 처음 판매한 이후 Network Associates 는 더 이상의 책임을 부담하지 아니하며, 모든 수출 및 수입 법을 준수하는 것은 귀하의 최종적인 책임임을 인정하여야 합니다.

**10. 고위험 활동.** 본 소프트웨어는 고장이 전혀 없지는 아니하며, 본 소프트웨어의 고장이 사망, 개인적 부상, 심각한 신체적 또는 재산상 손해로 직결되는 핵 시설, 항공기 운행 또는 통신 시스템, 항공 관제, 무기 시스템, 직접적 생명 유지 체계 또는 다른 모든 응용 프로그램의 작동을 포함하지만 여기에 한정되지는 아니하는, 절대적인 안전 기능을 요구하는 위험한 환경에서 사용하는 것 (이하 총체적으로 "고위험활동") 을 위하여 설계되고 기획된 것이 아닙니다. Network Associates 는 이러한 고위험 활동에 대한 명시적 또는 묵시적 보증을 명백히 거부합니다.

**11. 기타 사항.** 본 계약은 벌리 상의 충돌에 대한 고려없이 네덜란드 법에 의해 규율됩니다. 국제 상품 판매에 대한 UN 계약 협정의 적용은 명백하게 제외됩니다. 국제 상품 판매에 대한 UN 계약 협정의 적용은 명백하게 제외됩니다. 본 계약은 본 소프트웨어의 사용자에 대한 권리를 규정하고 있으며, 당사자 사이의 완전 계약입니다. Network Associates 는, 귀하가 본 계약을 위반하여 본 소프트웨어를 사용하고 있는 것은 아닌지 확인하기 위하여 정기적으로 귀하를 감사할 권리를 보유합니다. Network Associates 는, 사전에 시연으로 통지하고 귀하의 표준 업무 시 간에 귀하를 방문할 수 있고, 귀하는 Network Associates 소프트웨어에 관련된 모든 기록을 Network Associates 나 Network Associates 의 대표자 (또는 대리인) 에게 제시하여야 합니다. 요청된 감사비용은, 본 소프트웨어에 대한 초기 사용자 사용료로 Network Associates 가 지불한 금액의 5% 를 초과하지나, 덜 지불한 경우, 본 귀하가 부담한 방법으로 본 소프트웨어를 사용하여 감사비용을 지급하여야 할 경우에 해당한다. 이러한 사항들이 감사에 의하여 발견되고는 아니하는 한, 감사비용 전액을 Network Associates 가 부담합니다. 본 계약서는 소프트웨어와 설명서에 대한 기타 다른 커뮤니케이션을 대체합니다. 본 계약은 Network Associates 의 정당한 대표자(또는 대리인)에 의하여 시연으로 작성된 추가물을 제외하고는 수정될 수 없습니다. 계약 규정의 포기에 관하여 Network Associates 또는 Network Associates 로부터 정당하게 권한을 부여 받은 대표자 (또는 대리인) 가 시연으로 작성하고 서명하지 않는 한, 본 계약의 어떠한 규정도 포기된 것으로 간주되지 아니합니다. 본 계약 규정 중 어느 규정이 무효가 되더라도 본 계약의 나머지 규정은 완전히 구속력이 있고, 또한 유효합니다. 당사자들은 영어로 씌어진 본 계약만이 그들의 의도임을 확인합니다.

**12. NETWORK ASSOCIATES 고객 연락처.** 본 계약서의 조건과 내용에 관하여 질문이 있거나 기타 이유로 Network Associates 에 00800-122-55-624 또는 +31 20 586 6100 으로 전화해주시시오. 우편 주소: Network Associates International B. V., Gatwickstraat 25, 1043 GL Amsterdam, The Netherlands, 웹사이트: <http://www.nai.com>.

NP-0301-KR-01

로든 사용자에게 대한 고지 사항: NETWORK ASSOCIATES INTERNATIONAL B.V.(이하 "NETWORK ASSOCIATES")에 의해 생산된 특정 소프트웨어(이하 "소프트웨어")의 사용권에 관한 다음의 법적 계약서(이하 "계약서")를 주의 깊게 읽으십시오. [동의합니다] 단추를 누르거나, 본 소프트웨어를 설치함으로써(개인인든 또는 단일 단체인든) 귀하는 본 계약에 의하여 구속됨에 동의하는 것이고, 또한 본 계약의 일방 당사자가 되는 것입니다. 본 계약서의 모든 내용에 동의하지 않으면 [동의하지 않습니다] 단추를 누르시고본 받으실 수 있습니다.)

**1. 사용권 허가.** 적절한 사용권 사용료의 지불과 본 계약의, 본 소프트웨어를 설치하지 마십시오. (만약 해당할 경우, 제품을 구입처로 반환하여 구입대금 전액을 환제 약정 및 조건의 준수를 전제로, Network Associates는 귀하에게 본 소프트웨어의 특정 버전 복사본 한 부 및 이와 함께 제공되는 설명서(이하 "설명서")에 대한 비독점적 및 인적이 불가능한 사용권을 허가합니다. 귀하는 본 소프트웨어 복사본 한 부를 본 소프트웨어가 사용될 컴퓨터, 워크스테이션, 개인용 디지털 정보 단말기, 초출력, "스마트 폰" 또는 기타 전자 장치(이하 "클라이언트 장치")에 설치할 수 있습니다. 본 소프트웨어 사용권이 하나 이상의 특정된 소프트웨어 제품을 갖춘 제품군이나 번들로서 허가될 경우, 본 사용권은 그러한 소프트웨어 제품들 모두에 개별적으로 적용되는 관련 가격 목록, 또는 제품 포장에 명시된 모든 제한 또는 사용 조건에 의하여 그러한 특정된 소프트웨어 제품들 모두에 적용됩니다.

**a. 사용.** 본 소프트웨어는 하나의 제품당 하나의 사용권이 허가되는 것으로서, 본 계약의 제1절에 규정된 것을 제외하고는 한번에 한 사람 이상의 사용자에게 의하여, 또는 하나 이상의 클라이언트 장치에서 사용될 수 없습니다. 본 소프트웨어는 클라이언트 장치의 임시 메모리(예: RAM)에 로드되거나 영구 메모리(예: 하드 디스크, CD-ROM 또는 기타 저장 장치)에 설치될 때 해당 클라이언트 장치에서 "사용 상태"에 있는 것으로 간주됩니다. 귀하가 만든 복사본에 본 소프트웨어의 사용권에 관한 고지 사항이 모두 포함되어 있는 경우에 한하여, 본 사용권은 귀하에게 오로지 백업 또는 보관 목적으로 본 소프트웨어의 복사본 한 부를 만들 수 있는 권한을 부여합니다.

**b. 서버 사용.** 귀하가 본 소프트웨어를 클라이언트 장치 상에서 다수의 사용자 또는 네트워크 환경(이하 "서버 모드") 내의 서버(이하 "서버")로서 사용할 수 있는 경우는, 본 소프트웨어의 관련 가격 목록, 또는 제품 포장에 그러한 사용이 허가되는 것으로 명시된 경우에 한정됩니다. 귀하가 각 클라이언트 장치 또는 "시드"를 인쇄라도 서버에 연결하기 위해서는, 사용자 허가된 해당 클라이언트 장치 또는 시드가 본 소프트웨어에 동시 연결이 되었거나, 액세스 또는 사용하고 있는지의 여부와는 관계없이 이에 대한 사용권을 별도로 허가 받아야 합니다. 직접적으로 본 소프트웨어에 액세스를 하거나 또는 소프트웨어를 사용하는 클라이언트 장치나, 시드의 수를 줄이는 소프트웨어나 하드웨어(예: "멀티 플렉싱" 또는 "폴링" 소프트웨어나 하드웨어)를 사용하여도, 귀하에게 요구되는 사용권의 수(예: 요구되는 사용권의 수는 멀티플렉싱 또는 폴링 소프트웨어나 하드웨어의 "프런트 엔드(front end)"에 대한 개별 입력의 수와 동일하여야 합니다)가 줄어드는 것은 아닙니다. 본 소프트웨어에 연결될 수 있는 클라이언트 장치나 시드의 수가, 귀하가 확보한 사용권의 수를 초과할 가능성이 있는 경우, 귀하는 본 소프트웨어의 사용이 귀하가 확보한 사용권도 지정된 사용환경을 초과하지 않도록 합리적인 메커니즘을 적용하여야 합니다. 본 사용권은 귀하에게, 사용이 허가된 각 클라이언트 장치 또는 시드에 대한 설명서를 한 부 복사하거나, 다운로드할 수 있는 권한을 부여하지만, 그렇게 만들어진 각 복사본에는 설명서의 사용권 고지에 관한 내용이 모두 포함되어 있어야 합니다.

**3. 불품 사용.** 귀하가 본 소프트웨어의 제품 손상 또는 제품 포장에 불품 사용권 조건이 명시된 소프트웨어의 사용권 허가를 받은 경우, 귀하는 클라이언트 장치에 추가로 불품 사용권 조건이 지정하는 만큼의 소프트웨어를 복사, 사용 및 설치할 수 있습니다. 귀하는 본 소프트웨어가 설치된 클라이언트 장치의 수가, 귀하가 획득한 사용권의 수를 초과하지 않도록 합리적인 메커니즘을 적용하여야 합니다. 본 사용권은 귀하에게, 사용이 허가된 불품 사용권에 의하여 권한이 부여된, 각 추가 복사본마다 설명서를 한 부 복사하거나 다운로드할 수 있는 권한을 부여하지만, 그렇게 만들어진 각 복사본에는 설명서의 사용권 고지에 관한 내용이 모두 포함되어 있어야 합니다.

**2. 기간.** 본 계약은 여기에 명시된 것보다 일찍 종료되지 않는 한 1년간 유효합니다. 여기에 기재된 제한 사항이나 요구 사항을 귀하가 준수하지 않을 경우 본 계약은 자동으로 종료됩니다. 본 계약의 종료 또는 만료 시 귀하는 본 소프트웨어 및 설명서의 복사본을 모두 파기하여야 합니다.

**3. 업데이트.** 본 계약 기간 내에 본 사용권은 Network Associates에 의하여 제공된 소프트웨어의 버전으로 제한되며, 별도로 유지 관리 계약을 체결하지 않으면 후속 버전, 업그레이드, 업데이트, 수정 및 개정을 포함하지 않습니다. 귀하가 이러한 계약을 체결한 경우, 본 소프트웨어에 대한 제품 손상 또는 제품 포장에 지정된 기간동안 Network Associates가 전자 게시판 시스템이나 웹사이트 또는 기타 온라인 서비스를 통하여 본 소프트웨어의 개정판이나 업데이트를 출시하면, 귀하는 이들을 다운로드할 수 있는 권한을 갖습니다. 지정된 기간이 종료된 후 소프트웨어에 대한 새 사용권을 구입하지 않으면, 귀하는 개정판이나 업그레이드를 더 이상 받을 수 없습니다.

**4. 소유권.** 본 소프트웨어는 국제 저작권법과 국제 협약 규정의 보호를 받습니다. Network Associates와 그 공급업체는 저작권, 특허권, 영업 비밀권, 상표권 그리고 기타 지적 소유권 규정을 포함하여, 본 소프트웨어에 대한 모든 권리, 소유권 및 이익을 소유하고 보유합니다. 귀하가 본 소프트웨어를 소유, 설치 또는 사용할지라도 귀하에게 본 소프트웨어에 대한 어떠한 지적 재산권도 양도되지 않으며, 본 계약서에 명확하게 규정된 것을 제외하고, 귀하는 본 소프트웨어에 대한 어떠한 권리도 얻을 수 없습니다. 본 소프트웨어 및 설명서의 복사본은 모두 본 소프트웨어 및 설명서에 표시된 것과 동일한 소유권 고지 사항을 포함하고 있어야 합니다.

**5. 제한 사항.** 귀하의 무상상을 불문하고 본 소프트웨어를 판매, 임대, 사용 허가, 입차, 대여 또는 기타 양도할 수 없습니다. 귀하는 본 소프트웨어에 대한 벤치마킹 테스트의 결과를 Network Associates의 사전 서면 동의 없이 제 3자에게 공개할 수 없습니다. 고객은 제 3자(본 계약에 의해 규정된 것보다 일찍한 비법유지 의무를 포함하는 고객과의 계약 하에 있는 제 3자를 제외한다)가 사용권이 허가된 프로그램 어떤 형태로도 사용할 수 있도록 허용하여서는 아니되고, 모든 합리적인 노력으로 사용권이 허가된 프로그램이 부적절하고 불법하게 사용되도록 노력할 것에 동의해야 합니다. 귀하는 본 소프트웨어에 대한 가격목록, 주문서 또는 제품 포장에 명시되어 있는 소프트웨어 사용 한도를 제외하고, 제 3자가 시간공용 시스템, 서비스 기관 또는 기타 장치를 통하여 본 소프트웨어를 사용하지나 그 기능으로 이익을 얻게 하여서는 안됩니다. 귀하는 본 계약에 의하여 귀하에게 부여된 어떠한 권리도 양도할 수 없습니다. 귀하는 앞에서 언급한 제한사항이 관련 법에 의하여 명백히 금지되지 아니하는 한, 본 계약에 명시된, 역킹파일, 또는 해체할 수 없습니다. 귀하는 본 소프트웨어의 전체 또는 일부를 수정하거나 그 파생품을 제작할 수 없습니다. 귀하는 위의 제1절에서 명백하게 허가된 것을 제외하고는 본 소프트웨어 또는 설명서를 복사할 수 없습니다. 귀하는 본 소프트웨어에 부착되어 있는 모든 사용권 고지 사항 또는 레이블을 제거할 수 없습니다. 여기에 명백히 언급되지 않은 모든 권리는 Network Associates가 보유하고 있습니다. Network Associates는 본 계약 조건의 준수 여부를 검증하기 위하여 사전 서면 통보에 의하여 감사를 정기적으로 수행할 권리를 보유합니다.

**6. 제품 보증 및 거부.**

- a. **제한 보증.** Network Associates 는 위 구입일로부터 60 일 동안 본 소프트웨어가 내장되어 있는 매체 (예: 디스켓) 에 물리적인 결함이나 제품 제작상의 과오로 인한 결함이 없음을 보증합니다.
- b. **고급 구체책.** Network Associates 및 그 공급업체의 전체 책임과, 앞에서 언급된 보증의무 위반에 대한 귀하의 독점적 구체책은 Network Associates 의 선택에 따라 다음 중 하나가 됩니다. 즉 (i) 사용권에 대한 구입 금액을 환불해 드리거나 (ii) 본 소프트웨어가 포함되어 있는 결함이 있는 매체를 교환해 드립니다. 귀하는 결함이 있는 매체를 귀하의 비용 부담으로 영수증 사본과 함께 Network Associates 로 반환하여야 합니다. 본 제한 보증은 결함의 원인이 사고, 남용 또는 오용에 있는 경우에는 무효입니다. 교환된 매체에 대해서는 위 보증 기간의 잔여 기간만 보증합니다. Network Associates 가 비극의 수출 관리법 및 규정의 제한 사항을 준수하여야 할 경우 비극 이외의 지역에서는 본 배상이 적용되지 않을 수도 있습니다.

- c. **제품 보증 거부.** 여기에 언급된 제한 보증을 제외하면, 본 소프트웨어는 "있는 그대로" 공급됩니다. 관련 법이 허용하는 최대 한도 까지 Network Associates 는 본 소프트웨어 및 이와 함께 제공되는 설명서에 관한 명시적 또는 묵시적인 모든 보증을 거부합니다. 귀하는, 귀하가 의도한 결과를 얻기 위하여 본 소프트웨어를 선택, 설치 및 사용한 것과 본 소프트웨어로부터 얻은 결과에 대하여 책임을 집니다. 앞에서 언급된 규정을 제한하지 않는 경우, Network Associates 는 본 소프트웨어에 오류, 중단 및 다른 고장이 없거나, 본 소프트웨어가 귀하의 요구 사항을 충족시킨다고 보증하지 않습니다. 일부 사법 관할 지역에서는 묵시적 보증에 대한 제한을 허용하지 않을 수 있으므로, 위에 제시된 제한 사항이 적용되지 않을 수 있습니다. 앞에서 언급된 규정은 관련법이 허용하는 한 최대 한도까지 시행될 수 있습니다.

- 7. **책임 한계.** Network Associates 또는 그 공급업체는 불법 행위, 계약 또는 그렇지 않은 어떠한 상황 및 법적 논리로도, 선의의 손실, 작업 중단, 컴퓨터 고장 또는 오작동으로 인한 손해 또는 기타의 손해 또는 손실을 모두 포함하나 여기에 한정되지는 않는, 어떠한 대상에 대한 간접적, 필연적, 또는 우발적으로 발생하는 금융적 손해에 대하여 귀하 또는 어떠한 다른 사람에게도 책임을 지지 않습니다. 어떤 경우에도 소프트웨어 사용권에 대하여 Network Associates 가 청구한 가격 목록상의 가격을 초과하는 손해에 관하여, Network Associates 가 설명 그러한 손해 발생의 가능성은 사전에 통보 받는다 하더라도 이에 관하여 책임지지 않습니다. 책임 제한은 관련 법률이 그러한 제한을 금지하는 한도 내에서 사망 또는 개인적인 부상에 관한 책임에는 적용되지 않습니다. 앞에서 언급된 규정은 관련법이 허용하는 한 최대 한도까지 시행될 수 있습니다.

- 8. **미국 정부.** 본 소프트웨어 및 이와 함께 제공되는 설명서는 각각 DFAR 제 227.7202 절과 FAR 제 12.212 절에 의하여 "상업용 컴퓨터 소프트웨어"와 "상업용 컴퓨터 소프트웨어 설명서"로 간주됩니다. 본 소프트웨어 및 이와 함께 제공되는 설명서에 대한 미국 정부의 사용, 변경, 복제, 출시, 시연, 진지 또는 발표는 오직 본 계약의 조건들에 의해서만 계약을 받으며, 본 계약의 조건들에 의하여 명백하게 허용되는 범위를 제외하고는 금지됩니다.

- 9. **수출 관리.** 귀하는 본 소프트웨어가 비극 수출 관리 규정을 준수해야 함을 유념하여야 합니다. 귀하는 비극 또는 기타 관련 법률에 위반하여 본 소프트웨어를 직접 또는 간접적으로 수출, 수입 또는 양도할 수 없고, 그러한 행위를 하는 대리인 또는 제3자 등과 같은 자들의 행위를 유발하거나, 승인하거나, 승인받거나, 또는 촉진하여서는 아니됩니다. 귀하는 비극 수출 관리국이나 기타 연방 기관이 귀하의 수출 특권을 중지하거나 거부하지 않았다는 사실을 진술하고 이에 동의하여야 합니다. 또한 귀하는 비극 정부의 규정이나 특정 허가 없이 는, 핵, 생화학 무기 또는 비사일 기술과 관련된 최종 사용을 위하여 본 소프트웨어를 사용하거나, 양도하지 않을 것에 동의해야 합니다. 또한, 귀하는 본 소프트웨어가 유럽 연합 (European Union) 의 수출 통제 규정을 준수하여야 하며, 본 소프트웨어를 (순수용이 아닌) 민간 용도로만 사용할 것에 동의하여야 합니다. 두 당사자는 필요한 사용권 및 승인에 관한 모든 응용에 대하여 서로 협력할 것을 동의하지만, Network Associates 가 본 소프트웨어를 원 판매 국가 내에서 귀하에게 지을 판매한 이후 Network Associates 는 더 이상의 책임을 부담하지 아니하며, 모든 수출 및 수입 법을 준수하는 것은 귀하의 최종적인 책임임을 인정하여야 합니다.

- 10. **고위험 활동.** 본 소프트웨어는 고장이 전혀 없지는 아니하며, 본 소프트웨어의 고장이 사망, 심각한 신체적 또는 재산상 손해로 직결되는 핵 시설, 항공기 운행 또는 통신 시스템, 항공 관제, 무기 시스템, 직접적 생명 유지 계기 또는 다른 모든 응용 프로그램의 작동을 포함하지만 여기에 한정되지는 아니하는, 절대적인 안전 기능을 요구하는 위험한 환경에서 사용하는 것 (이하 총체적으로 "고위험활동") 을 위하여 설계되고 기획된 것이 아닙니다. Network Associates 는 이러한 고위험 활동에 대한 명시적 또는 묵시적 보증을 명백히 거부합니다.

- 11. **기타 사항.** 본 계약은 벌리 상의 충돌에 대한 고려 없이 관계없이 네덜란드 법에 의해 규율됩니다. 국제 상품 판매에 대한 UN 협약의 적용은 명백하게 제외됩니다. 국제 상품 판매에 대한 UN 계약 협정의 적용은 명백하게 제외됩니다. 본 계약은 본 소프트웨어의 사용자에게 대한 권리를 규정하고 있으며, 당사자 사이의 완전 계약입니다. Network Associates 는, 귀하가 본 계약을 위반하여 본 소프트웨어를 사용하고 있는 것은 아닌지 확인하기 위하여 정기적으로 귀하를 감사할 권리를 보유합니다. Network Associates 는, 사진에 시연으로 통지하고 귀하의 표준 업무 시간 내에 귀하를 방문할 수 있고, 귀하는 Network Associates 소프트웨어에 관련된 모든 기록을 Network Associates 나 Network Associates 의 대표자(또는 대리인)에게 제시하여야 합니다. 요청된 감사비용은, 본 소프트웨어에 대한 초기 사용자 사용료로 Network Associates 에 지불한 금액의 5%를 초과하거나, 더 지불한 경우 또는 귀하가 부담한 방법으로 본 소프트웨어를 사용하여 감사비용을 지급하여야 할 경우에 해당하나, 이러한 사실들이 감사에 의하여 발견되지 아니하는 한, 감사비용 징액을 Network Associates 가 부담합니다. 본 계약서는 소프트웨어와 설명서에 대한 기타 다른 커뮤니케이션을 대체합니다. 본 계약은 Network Associates 의 정당한 대표자 (또는 대리인) 에 의하여 시연으로 작성된 추가물을 제외하고는 수정될 수 없습니다. 계약 규정의 포기에 관하여 Network Associates 또는 Network Associates 로부터 정당하게 권한을 부여 받은 대표자(또는 대리인) 가 시연으로 작성하고 서명하지 않는한, 본 계약의 어떠한 규정도 포기된 것으로 간주되지 않습니다. 본 계약 규정 중 어느 규정이 무효가 되더라도 본 계약의 나머지 규정은 완전히 구속력이 있고, 또한 유효합니다. 당사자들은 영리로 찍어진 본 계약만이 그들의 의도임을 확인합니다.

- 12. **NETWORK ASSOCIATES 고객 연락처.** 본 계약서의 조건과 내용에 관하여 질문이 있거나 기타 이유로 Network Associates 에 문의 하려면 +31 20 586 6100 으로 전화해 주십시오. 또는 귀하의 소프트웨어 포장상에 기재된 연락처를 참고하십시오. 우편 주소: Network Associates International B. V., Gatwickstraat 25, 1043 GF, Amsterdam, The Netherlands, 웹사이트: <http://www.nai.com>.

NI-0301-KR-01

모든 사용자에 대한 고지 사항: NETWORK ASSOCIATES INTERNATIONAL B.V.(이하 "NETWORK ASSOCIATES")은 의외 생산된 특정 소프트웨어 (이하 "소프트웨어")의 사용권에 관한 다음의 법적 계약서(이하 "계약서")를 주의 깊게 읽으십시오. [동의합니다] 단추를 누르거나, 본 소프트웨어를 설치함으로써 (개인인든 또는 단일 단체이든) 귀하는 본 계약에 의하여 구속됨에 동의하는 것이고, 또한 본 계약의 일방 당사자가 되는 것입니다. 본 계약서의 모든 내용에 동의하지 않으면 [동의하지 않습니다] 단추를 누르시고, 본 소프트웨어를 설치하지 마십시오. (반약 해당할 경우, 제품을 구입처로 반환하여 구입대금 전액을 환불 받으실 수 있습니다.)

**1. 사용권 허가.** 적절한 사용자 사용료의 지불과 본 계약의 계약 및 조건의 준수에 관계로, Network Associates는 귀하에게 본 소프트웨어의 특정 버전 복사본 한 부 및 이와 함께 제공되는 설명서 (이하 "설명서")에 대한 비독점적 및 이권이 분가없는 사용권을 허가합니다. 귀하는 본 소프트웨어 복사본 한 부를 본 소프트웨어가 사용된 컴퓨터, 워크스테이션, 개인용 디지털 정보 단말기, 호출기, "스마트 폰" 또는 기타 전자 장치 (이하 각 "클라이언트 장치")에 설치할 수 있습니다. 본 소프트웨어 사용권이 하나 이상의 특정 한 소프트웨어 제품을 갖춘 제품군이나 번들로서 허가될 경우, 본 사용권은 그러한 소프트웨어 제품을 모두에 개별적으로 적용되는 관련 가격 목록, 또는 제품 포장에 명시된 모든 제한 또는 사용 조건에 의하여 그러한 특정된 소프트웨어 제품을 모두에 적용됩니다.

**a. 사용.** 본 소프트웨어는 하나의 제품당 하나의 사용권이 허가되는 것으로서, 본 계약의 제1 절에 규정된 것을 제외하고는 한 번에 한 사람 이상의 사용자에 의하여, 또는 하나 이상의 클라이언트 장치에서 사용될 수 없습니다. 본 소프트웨어는 클라이언트 장치의 임시 메모리 (예: RAM)에 로드되거나 영구 메모리 (예: 하드 디스크, CD-ROM 또는 기타 저장 장치)에 설치될 때 해당 클라이언트 장치에서 "사용 상태"에 있는 것으로 간주됩니다. 귀하가 만든 복사본에 본 소프트웨어의 소유권에 관한 고지 사항이 모두 포함되어 있는 경우에만 한하여, 본 사용권은 귀하에게 오로지 백업 또는 보관 목적으로 본 소프트웨어의 복사본 한 부를 만들 수 있는 권한을 부여합니다.

**b. 서버 사용.** 귀하가 본 소프트웨어를 클라이언트 장치 상에서 다수의 사용자 또는 네트워크 환경 (이하 "서버 모드") 내의 서버 (이하 "서버")로서 사용할 수 있는 경우는, 본 소프트웨어의 관련 가격 목록, 또는 제품 포장에 그러한 사용이 허가되는 것으로 명시된 경우에 한정됩니다. 귀하가 각 클라이언트 장치 또는 "서드"를 언제라도 서버에 연결하기 위해서는, 사용자 허가된 해당 클라이언트 장치 또는 서드가 본 소프트웨어에 동시 연결이 되었거나, 액세스 또는 사용하고 있는지의 여부와는 관계없이 이에 대한 사용권을 별도로 허가 받아야 합니다. 직접적으로 본 소프트웨어에 액세스를 하거나 또는 소프트웨어를 사용하는 클라이언트 장치나, 서드의 수를 줄이는 소프트웨어나 하드웨어 (예: 멀티플렉싱 또는 "풀링" 소프트웨어나 하드웨어)를 사용해도, 귀하에게 요구되는 사용권 수 (예: 요구되는 사용권의 수는 멀티플렉싱 또는 풀링 소프트웨어나 하드웨어의 "프런트 엔드 (front end)"에 대한 개별 일력의 수와 동일하여야 합니다)가 줄어드는 것은 아닙니다. 본 소프트웨어에 연결될 수 있는 클라이언트 장치나 서드의 수가, 귀하가 확보한 사용권의 수를 초과할 가능성이 있는 경우, 귀하는 본 소프트웨어의 사용이 허가된 사용권에 지정된 사용한계를 초과하지 않도록 합리적인 메커니즘을 적용하여야 합니다. 본 사용권은 귀하에게, 사용자 허가된 각 클라이언트 장치 또는 서드에 대한 설명서를 한 부 복사하거나, 다운로드할 수 있는 권한을 부여하지만, 그렇게 만들어진 각 복사본에는 설명서의 소유권 고지에 관한 내용이 모두 포함되어 있어야 합니다.

**c. 볼륨 사용.** 귀하가 본 소프트웨어의 제품 송장 또는 제품 포장에 볼륨 사용권 조건이 명시된 소프트웨어의 사용권 허가를 받은 경우, 귀하는 클라이언트 장치에 추가로 볼륨 사용권 조건이 지정하는 만큼의 소프트웨어를 복사, 사용 및 설치할 수 있습니다. 귀하는 본 소프트웨어가 설치된 클라이언트 장치의 수가, 귀하가 획득한 사용권의 수를 초과하지 않도록 합리적인 메커니즘을 적용하여야 합니다. 본 사용권은 귀하에게, 사용자 허가된 볼륨 사용권에 의하여 권한이 부여된, 각 추가 복사본마다 설명서를 한 부 복사하거나 다운로드할 수 있는 권한을 부여하지만, 그렇게 만들어진 각 복사본에는 설명서의 소유권 고지에 관한 내용이 모두 포함되어 있어야 합니다.

**2. 기간.** 본 계약은 여기에 명시된 것보다 일찍 종료되지 않는 한 2년간 유효합니다. 여기에 기재된 제한 사항이나 요구 사항을 귀하가 준수하지 않을 경우 본 계약은 자동으로 종료됩니다. 본 계약의 종료 또는 만료 시 귀하는 본 소프트웨어 및 설명서의 복사본을 모두 파괴하여야 합니다.

**3. 업데이트.** 본 계약 기간 내에 본 사용권은 Network Associates에 의하여 제공된 소프트웨어의 버전으로 제한되며, 별도로 유지 관리 계약을 체결하지 않았던 후속 버전, 업그레이드, 업데이트, 수정 및 개정을 포함하지 않습니다. 귀하가 이러한 계약을 체결한 경우, 본 소프트웨어에 대한 제품 송장 또는 제품 포장에 지정된 기간동안 Network Associates가 전자 게시판 시스템이나 웹사이트 또는 기타 온라인 서비스를 통하여 본 소프트웨어의 개정판이나 업데이트를 출시하면, 귀하는 이들을 다운로드할 수 있는 권한을 갖습니다. 지정된 기간이 종료된 후 소프트웨어에 대한 새 사용권을 구입하지 않으면, 귀하는 개정판이나 업그레이드를 더 이상 받을 수 없습니다.

**4. 소유권.** 본 소프트웨어는 국제 저작권법과 국제 협약 규정의 보호를 받습니다. Network Associates와 그 공급업체는 저작권, 특허권, 영업 비밀권, 상표권 그리고 기타 지적 소유권을 포함하여, 본 소프트웨어에 대한 모든 권리, 소유권 및 이익을 소유하고 보유합니다. 귀하가 본 소프트웨어를 복사, 설치 또는 사용할지라도 귀하에게 본 소프트웨어에 대한 어떠한 지적 재산권도 양도되지 않으며, 본 계약서에 명확하게 규정된 것을 제외하고, 귀하는 본 소프트웨어에 대한 어떠한 권리도 얻을 수 없습니다. 본 소프트웨어 및 설명서의 복사본은 모두 본 소프트웨어 및 설명서에 표시된 것과 동일한 소유권 고지 사항을 포함하고 있어야 합니다.

**5. 제한 사항.** 귀하는 유무상을 불문하고 본 소프트웨어를 판매, 임대, 사용 허가, 임차, 대여 또는 기타 양도할 수 없습니다. 귀하는 본 소프트웨어에 대한 벤치마킹 테스트의 결과로 Network Associates의 사전 서면 동의 없이 제 3자에게 공개할 수 없습니다. 고객은 제 3자 본 계약에 의해 규정된 것보다 일찍 한 비법유지 의무를 포함하는 고가판의 계약 하에 있는 제 3자물 제외한다)가 사용권이 허가된 프로그램을 이면 형태로도 사용할 수 있도록 허용하여서는 아니되고, 모든 합리적인 노력으로 사용권이 허가된 프로그램이 부적절하고 부당하게 사용되지 않도록 노력할 것에 동의하여야 합니다. 귀하는 본 소프트웨어에 대한 가격목록, 주문서 또는 제품 포장에 명시되어 있는 소프트웨어 사용 한도를 제외하고, 제 3자가 시간공용 시스템, 서비스 기관 또는 그 파생품을 제작할 수 없습니다. 귀하의 제 3자에게서 명백하게 허가된 것을 제외하고는 본 소프트웨어 또는 설명서를 복사할 수 없습니다. 귀하는 본 소프트웨어에 부착되어 있는 모든 소유권 고지 사항 또는 레이블을 제거할 수 없습니다. 여기에 명백히 언급되지 않은 모든 권리는 Network Associates가 보유하고 있습니다. Network Associates는 본 계약 조건의 준수 여부를 검증하기 위하여 사전 서면 통보에 의하여 감사를 정기적으로 수행할 권리를 보유합니다.

**6. 제품 보증 및 거부.**

- a. **제한 보증.** Network Associates 는 원 구입일로부터 60 일 동안 본 소프트웨어가 내장되어 있는 매체 (예: 디스켓) 에 물리적인 결함이나 제품 제작상의 과오로 인한 결함이 없음을 보증합니다.
- b. **고급 구매책.** Network Associates 및 그 공급업체의 전체 책임과, 앞에서 언급된 보증의무 위반에 대한 귀하의 독점적 구매책은 Network Associates 의 선택에 따라 다음 중 하나가 됩니다. 즉 (i) 사용권에 대한 구입 금액을 환불해 드리거나 (ii) 본 소프트웨어가 포함되어 있는 결함이 있는 매체를 교환해 드립니다. 귀하는 결함이 있는 매체를 귀하의 비용 부담으로 영수증 사본과 함께 Network Associates 로 반환하여야 합니다. 본 제한 보증은 결함의 원인이 사고, 남용 또는 오용으로 인한 경우에는 무효입니다. 교환 매체에 대해서는 원 보증 기간의 잔여기간만 보증합니다. Network Associates 가 비극의 수출 관리를 및 규정의 제한 사항을 준수하여야 할 경우 미국 이외의 지역에서는 본 대상이 적용되지 않을 수도 있습니다.

c. **제품 보증 거부.** 여기에 언급된 제한 보증을 제외하면, 본 소프트웨어는 "있는 그대로" 공급됩니다. 관련 법이 허용하는 최대 한도까지 Network Associates 는 본 소프트웨어 및 이와 함께 제공되는 설명서에 관한 명시적 또는 묵시적인 모든 보증을 거부합니다. 귀하는, 귀하가 의도한 결과를 얻기 위하여 본 소프트웨어를 선택, 설치 및 사용한 것과 본 소프트웨어로부터 얻은 결과에 대하여 책임을 집니다. 앞에서 언급된 규정을 제한하지 않는 경우, Network Associates 는 본 소프트웨어에 오류, 중단 및 다른 고장이 없거나, 본 소프트웨어가 귀하의 요구 사항을 충족시킨다고 보증하지 않습니다. 일부 사법 관할 지역에서는 묵시적 보증에 대한 제한을 허용하지 않을 수 있으며, 위에 제시한 제한 사항이 적용되지 않을 수도 있습니다. 앞에서 언급된 규정은 관련법이 허용하는 한 최대 한도까지 시행될 수 있습니다.

7. **책임 한계.** Network Associates 또는 그 공급업체는 불법 행위, 계약 또는 그렇지 않은 어떠한 상황 및 법적 논리로도, 선의의 손실, 작업 중단, 컴퓨터 고장 또는 오작동으로 인한 손해 또는 기타의 손해 또는 손실을 모두 포함하나 여기에 한정되지는 않는, 한 한 대상에 대한 간접적, 필연적, 또는 우발적으로 발생하는 금융적 손해에 대하여 귀하 또는 어떠한 다른 사람에게도 책임을 지지 않습니다. 어떤 경우에도 소프트웨어 사용권에 대하여 Network Associates 가 청구한 가격 목록상의 가격을 초과하는 손해에 관하여, Network Associates 가 실명 그러한 손해 발생의 가능성을 사전에 통보 받았다 하더라도 이에 관하여 책임지지 않습니다. 책임 제한은 관련 법규가 그러한 제한을 금지하는 한도 내에서 사람 또는 개인적인 부상에 관한 책임에는 적용되지 않습니다. 앞에서 언급된 규정은 관련법이 허용하는 한 최대 한도까지 시행될 수 있습니다.

8. **미국 정부.** 본 소프트웨어 및 이와 함께 제공되는 설명서는 각각 DFAR 제 227.7202 절과 FAR 제 12.212 절에 의하여 "상업용 컴퓨터 소프트웨어"와 "상업용 컴퓨터 소프트웨어 설명서"로 간주됩니다. 본 소프트웨어 및 이와 함께 제공되는 설명서에 대한 미국 정부의 사용, 변경, 복제, 출시, 시연, 진지 또는 발표는 오직 본 계약의 조건들에 의해서만 계약을 받으며, 본 계약의 조건들에 의하여 명백하게 허용되는 범위를 제외하고는 금지됩니다.

9. **수출 관리.** 귀하는 본 소프트웨어가 비극 수출 관리 규정을 준수해야 함을 유념하여야 합니다. 귀하는 미국 또는 기타 관련 법규에 위반하여 본 소프트웨어를 직접 또는 간접적으로 수출, 수입 또는 양도할 수 없고, 그러한 행위를 하는 대리인 또는 제 3 자 등과 같은 자들의 행위를 유발하거나, 승인하거나, 또는 촉진하여서는 아니됩니다. 귀하는 미국 수출 관리국이나 기타 연방 기관이 귀하의 수출 특권을 중지하거나 거부하지 않았다는 사실을 진술하고 이에 동의하여야 합니다. 또한 귀하는 비극 정부의 규정이나 특정 허가 없이 는 액, 생화학 무기 또는 비사실 기술과 관련된 최종 사용을 위하여 본 소프트웨어를 사용하거나, 양도하지 않을 것에 동의하여야 합니다. 또한, 귀하는 본 소프트웨어가 유럽 연합 (European Union) 의 수출 통제 규정을 준수하여야 하며, 본 소프트웨어를 (군사용이 아닌) 민간 용도로만 사용할 것에 동의하여야 합니다. 두 당사자는 필요한 사용권 및 승인에 관한 모든 응용에 대하여 서로 협력 할 것을 동의하지만, Network Associates 가 본 소프트웨어를 원 판매 국가 사용권에 저를 판매한 이후 Network Associates 는 더 이상의 책임을 부담하지 아니하며, 모든 수출 및 수입 법을 준수하는 것은 귀하의 최종적인 책임임을 인정하여야 합니다.

10. **고위험 활동.** 본 소프트웨어는 고장이 진해 없지는 아니하며, 본 소프트웨어의 고장이 사망, 개인적 부상, 심각한 신체적 또는 재산상 손해로 직결되는 핵 시설, 항공기 운행 또는 통신 시스템, 항공 관제, 무기 시스템, 직접적 생명 유지 계기 또는 다른 모든 응용 프로그램의 작동을 포함하지만 여기에 한정되지는 아니하며, 절대적인 안전 기능을 요구하는 위험한 환경에서 사용하는 것 (이하 총체적으로 "고위험활동") 을 위하여 설계되고 기획된 것이 아닙니다. Network Associates 는 이러한 고위험 활동에 대한 명시적 또는 묵시적 보증을 명백히 거부합니다.

11. **기타 사항.** 본 계약은 범리 상의 충돌에 대한 고려 없이 관계없이 네덜란드 법에 의해 규율됩니다. 국제 상품 판매에 대한 UN 계약 협정의 적용은 명백하게 제외됩니다. 국제 상품 판매에 대한 UN 계약 협정의 적용은 명백하게 제외됩니다. 본 계약은 본 소프트웨어의 사용자에 대한 권리를 규정하고 있으며, 당사자 사이의 완전 계약입니다. Network Associates 는, 귀하가 본 계약을 위반하여 본 소프트웨어를 사용하고 있는 것은 아닌지 확인하기 위하여 정기적으로 귀하를 감사할 권리를 보유합니다. Network Associates 는, 사전에 서면으로 통지하고 귀하의 표준 업무 시간 내에 귀하를 방문할 수 있고, 귀하는 Network Associates 소프트웨어에 관련된 모든 기록을 Network Associates 나 Network Associates 의 대표자(또는 대리인)에게 제시하여야 합니다. 요청된 감사비용은, 본 소프트웨어에 대한 초기 사용권 사용료로 Network Associates 에 지불한 금액의 5% 를 초과하거나, 덜 지불한 경우 또는 귀하가 부당한 방법으로 본 소프트웨어를 사용하여 감사비용을 지급하여야 할 경우에 해당된다. 이러한 사실들이 감사에 의하여 발견되지 아니하는 한, 감사비용 전액은 Network Associates 가 부담합니다. 본 계약은 이사회(또는 대리인) 에 의하여 서면으로 작성된 추가물을 제외하고는 수정될 수 없습니다. 계약 규정의 포기에 관하여 Network Associates 또는 Network Associates 로부터 정당하게 권한을 부여 받은 대표자(또는 대리인) 가 서면으로 작성하고 서명하지 않는한, 본 계약의 어떠한 규정도 포기된 것으로 간주되지 아니합니다. 본 계약 규정 중 어느 규정이 무효가 되더라도 본 계약의 나머지 규정은 완전히 구속력이 있고, 또한 유효합니다. 당사자들은 영리로 씌어진 본 계약만이 그들의 의도임을 확인합니다.

12. **NETWORK ASSOCIATES 고객 연락처.** 본 계약서의 조건과 내용에 관하여 질문이 있거나 기타 이유로 Network Associates 에 문의 하려면 +31 20 586 6100 으로 전화해 주십시오. 또는 귀하의 소프트웨어 포장상에 기재된 연락처를 참고하십시오. 우편 주소: Network Associates International B. V., Gatwickstraat 25, 1043 GL Amsterdam, The Netherlands, 웹사이트: <http://www.nai.com>

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