

Weather Company Max Solution

本「服務說明」敘述 IBM 提供予客戶之本項「雲端服務」。「客戶」係指立約當事人、其授權使用者及本項「雲端服務」收受人。所適用之「報價單」及「權利證明書 (PoE)」係以個別「交易文件」之形式提供。

1. 解決方案說明

Weather Company 媒體產品可協助組織管理氣象及與交通簡報之正式作業，包括多種媒體平台（含廣播、Web、行動式及社群等平台）之氣象及交通資料之外觀。Weather Company 媒體產品一般配置包含由下列項目組成之行動式應用程式、Web 小組件及基本及選用元件：工作站硬體、軟體供應項目及資料資訊來源。

1.1 軟體供應項目

下列「程式」提供予「客戶」之授權係為永久性授權或固定期間授權，但以下各該「程式」說明另有規定者不在此限。「客戶」之權利證明書應載明授與「客戶」之授權類型。

1.1.1 Weather Company Max Solution Software

a. Weather Company Max Weather

本程式為基本軟體供應項目，並可用於利用各種工具、Weather Company 及「客戶」所提供之數位媒體及氣象資料資訊來源，建置多維氣象簡報。

b. 基本附加程式供應項目

(1) Weather Company Max Weather and Storm

新增執行風暴追蹤作業及選擇性地整合區域雷達（由 IBM 另外提供授權）之功能，以上作業悉從單一使用者介面進行。

(2) Weather Company Max Studio

利用 MAGICTRAK 技術或客戶所提供之觸控螢幕監視器，確保播報員在播報突發性氣象及其他每日氣象新聞報導時，不必離開鑰匙牆或從觸控螢幕走開，而是以非線性方式播報。

(3) Weather Company Max Connect

一種適用於 Apple iPad Pro 之應用程式，可供氣象新聞主講人驅動多款由 Max Storm 提供予 Max Reality，或由廣播電視臺或甚至於遠端地點（利用適當連線功能）提供之 Weather Company 媒體產品，並與之互動。

(4) Weather Company Max Sky

新增日間專屬視覺化預報，以利增添氣象播報多樣化，並包含簡式贊助者機會，以吸引廣告商。

(5) Weather Company Max Reality

利用進階擴增實境技術將氣象資料視覺化，進而建立 Max 視覺化物件、風暴及大氣活動之 3D 影像，以提升例行氣象播報方式。Reality 亦包含在單一播報中納併虛擬集技術或同時結合實體集與虛擬集之功能。

(6) Weather Company Max Complete Solution

一個由 Max Storm、Max Sky、Max Studio 及 Max Connect 組成之 Max 軟體組。未包含 Max Reality 或 Max Traffic。

(7) Weather Company Max Street Level Mapping Data

本程式僅限以永久性授權之方式提供授權。本程式包含「客戶」屬意區域之高速公路、一般道路及街道之資料庫。前述資料會自動顯示於 Max/Max Storm 及/或 Max Traffic 等應用程式，其外觀與操作方式可由終端使用者自行設計。

(8) Weather Company Max Engage with Watson

運用擴增智慧 (AI) 及自動化，協助偵測氣象與交通事件，本解決方案可為該等事件建立、發佈及挑選經由 Mobile、Web、Facebook、Twitter、Apple TV、Roku、FireTV 及其他管道散布之視訊、影像及文字，完全不需要氣象學家。

c. Weather Company Max Traffic

(1) Weather Company Max Traffic

可顯示交通流量資料、速度顏色代碼及事故資料，以描述交通事故、故障車輛、施工等等事件。Max Traffic 可與 Max Weather (或 Max Weather and Storm) 結合，以利氣象資訊納入由單一介面提供之交通顯示內容。

(2) Weather Company Max Traffic XD

可運用進階自動化科技，在 3D 環境中建立地面與交通視覺化 3D 影像 (例如：汽車、卡車及救護消防車)，俾以顯示交通資料視覺化內容。需要 Max Traffic，且僅適用於特定美國市場。

1.1.2 Weather Company Max Cirrus

本解決方案軟體部分之本人門層次 (entry-level) 之執行包含下列「程式」供應項目：

a. Weather Company Max Cirrus - Base

本項解決方案預定使用於具有低度氣象簡報需求之播報。係以 Max Weather 架構為基礎，但不包含就地部署資料處理，一切資料之遞送均改為經由雲端為之。本 Cirrus Base 套件包含預先建置廣播場景之檔案庫，但不包括編輯場景或新增 Max Sky 或 Max Reality 之功能。

b. Weather Company Max Cirrus - Premium

本項解決方案預定使用於具有中度氣象簡報需求之播報。係以 Max Weather 架構為基礎，但不包含就地部署資料處理，一切資料之遞送均改為經由雲端為之。本 Cirrus Premium 套件包含預先建置廣播場景之檔案庫，該等場景可予以編輯，並可擴充使用 Base 套件以外之 Max 工具集。但本項解決方案不包含新增 Max Sky 或 Max Reality 之功能。

c. Weather Company Max Cirrus - Traffic Base

本項解決方案預定使用於具有低度交通簡報需求之播報。係以 Max Traffic 架構為基礎，但不包含就地部署資料處理，一切資料之遞送均改為經由雲端為之。本 Cirrus Base 套件包含預先建置廣播場景之檔案庫，但不包括編輯場景之功能。但本項解決方案不包含新增 Max Sky 或 Max Reality 之功能。

d. Weather Company Max Cirrus - Traffic Premium

本項解決方案預定使用於具有中度交通簡報需求之播報。係以 Max Traffic 架構為基礎，但不包含就地部署資料處理，一切資料之遞送均改為經由雲端為之。本 Cirrus Premium 套件包含預先建置廣播場景之檔案庫，該等場景可予以編輯，並可擴充使用 Base 套件以外之 Max Traffic 工具集。但本項解決方案不包含新增 Max Sky 或 Max Reality 之功能。

1.1.3 Windows® 10 IoT Enterprise 2016 LTSC Upgrade High End (ESD)

本 Microsoft Windows 軟體預先安裝於 Weather Company Max Solution System 工作站 (內含 Windows Server 作業系統之 Weather Company Max Solution Super Dual Core System 除外)，或部署於「客戶」之裝置，以作為 Weather Company Max Solution - Remote 設定服務供應項目之一部分 (請參閱以下第 1.6 節「雲端服務加速服務」)。本 Microsoft 軟體使用權係依下列網站所訂授權條款再授權予「客戶」：<https://www.ibm.com/weather/licenses/microsoft>。

「客戶」接受本「服務說明」之條款或使用本軟體，即表示同意 Microsoft 之授權條款。

1.1.4 Weather Company Livewire Software

本程式為廣播氣象警報系統 Livewire 之基本軟體供應項目。本授權包含建置客製畫面佈置之功能，該等畫面佈置可能包括惡劣氣象「搜索」區域、諸如色碼郡/縣描述、雷達地圖等等使用 Weather Company 及「客戶」提供之數位媒體之圖形，以及氣象資料資訊來源 (例如：Weather Wire Data)。

1.1.5 Watson Captioning Live Software

「本程式」可擷取電視台節目輸出、截取音訊部分，再將其傳送至雲端型 Watson Media Speech to Text 引擎 Watson Captioning Live。其後，「本程式」再重新擷取傳回之文字資料，以供相容電視台所擁有之

隱藏式字幕編製編碼器使用。此外，另須訂用 Watson Captioning Live 雲端型服務及 Watson Captioning Live RS-160 伺服器，始得使用「本程式」。

1.2 工作站硬體

1.2.1 Weather Company Max Solution Systems

Weather Company Max Solution 軟體供應項目係於一組 Weather Company Max Solution System 工作站及相關週邊設備進行實作及部署。特定工作站係用於資料之取得及儲存、數位媒體之蒐集及提供、數位發佈及廣播。

下表所列工作站之「客戶」特定配置與數量，載明於交易文件，且係於銷售時依「客戶」需求定之。

a. Weather Company Max Solution - Workstation z8G4

一種包含 nVIDIA 圖形及 AJA 視訊輸出子系統之高層次 HP 型工作站，該子系統為組織得於其中顯示高品質播報視訊之主要系統。

b. Weather Company Max - Digital Content System z4G4

一種包含 nVIDIA 圖形之 HP 型工作站，可視需要而使用於組織數位內容（Web、行動式、社群等內容）之數位內容正式作業。

c. Weather Company Max Solution - Dual Core z4G4

一對 HP 型工作站，可接收及倉儲氣象及/或交通資料，並可充當供其他 Weather Company Max Solution Systems（例如：Workstation and Digital Content System）使用之一般內容及組織專屬內容（例如：圖示、橫幅、Max 場景等等內容）之中央儲存庫。

d. Weather Company Max Solution - Super Dual Core z4G4

一對 HP 型工作站，可接收及倉儲氣象及/或交通資料，並可充當供其他 Weather Company Max Solution Systems（例如：Workstation and Digital Content System）使用之一般內容及組織專屬內容（例如：圖示、橫幅、Max 場景等等內容）之中央儲存庫。本解決方案包含 Microsoft Windows Server 作業系統，允許從標準 Dual Core 解決方案提供之主要 Weather Company Max Solution 工作站進行更多連線。

e. Weather Company Wireless Talent Switch Kit

一套硬體零組件，用以協助進行真人氣象及/或交通節目主持人與 Max Solution 系統間之互動。互動可能包括將顯示及滑鼠控制項（搭配 Max MagicTrak 特定功能 (feature) 一併使用時）前轉、後轉及轉回。套件內之接收端與主機裝置為「網際網路通訊協定」型裝置，且位於與 Max 工作站系統相同之網路。此套件最多可處理四 (4) 個 Max 工作站，且最多包含二 (2) 個 Teleradio Panther 手持式遠端裝置。

f. Weather Company 19" Flat Panel

本監視器可與下列硬體搭配使用：

- Weather Company Max Solution - Dual Core z4G4 Client Device Hardware
- Weather Company Max Solution - Super Dual Core z4G4 Client Device Hardware
- Weather Company Max - Digital Content System z4G4 Client Device Hardware

g. Weather Company 24" Flat Panel

本監視器可與下列硬體搭配使用：

- Weather Company Max Solution - Workstation z8G4 Client Device Hardware
- Weather Company Max - Digital Content System z4G4 Client Device Hardware

h. Weather Company Teleradio Wireless Remote

手持式遠端控制裝置，可搭配舊式 Wireless Talent Switch Kit 一併操作使用。

i. Weather Company Teleradio Panther Wireless Remote

手持式遠端控制裝置，可搭配最新一代 Wireless Switch Kit 一併操作使用。Weather Company Wireless Talent Switch Kit 已隨附二 (2) 個前揭裝置，因此，該等 Weather Company Teleradio Panther Wireless Remote 裝置係供更換之用。

1.2.2 Livewire Solution Systems

Weather Company Livewire Solution 軟體供應項目係於一組 Weather Company Livewire System 工作站進行實作及部署。特定工作站係用於資料之取得與儲存，以及廣播。

a. Weather Company Max Solutions System - z4G4 Livewire

一種就地部署工作站，可對電視觀眾產生視訊信號，進行氣象及其他重大事件之廣播警報，例如：龍捲風警告、嚴重雷暴雨監看、黃燈警報等等重大事件。本視訊信號包含下方（或上方）三分之一處搜索文字、雷達圖形及其他覆蓋於主要程式設計區段上之附屬資料。z4G4 Livewire 必須備有 z2G4 Simulcast 系統，始得存取氣象資料。

b. Weather Company Max Solutions System - z2G4 Simulcast

一種作為主要氣象資料汲取系統之就地部署工作站，此系統可饋送資料並為 z4G4 Livewire 系統提供指令及控制介面。在電視台所在處所內，Simulcast 系統最多可供三 (3) 個位置透過遠端存取功能存取之，但該系統須與 Livewire 系統位於相同網路。

1.2.3 Watson Captioning Live System

a. Watson Captioning Live 解決方案可運用 Watson 之認知能力，將隱藏式字幕編製服務自動化 - 為公司行號提供可調式解決方案，以省時省錢。此解決方案可簡化工作流程，使生產力優化，並利用機器學習技術持續提高字幕精確度。此解決方案係於單一伺服器類別 Watson Captioning Live 系統進行實作與部署。此外，此系統亦需訂用 Watson Captioning Live Cloud Service 並取得 Watson Captioning Live Software 之授權。

b. Watson Captioning Live RS-160

一部就地部署伺服器，可協助於電視台內擷取隱藏式字幕編製裝置之電視台音訊，並將其轉換為文字，俾以確保可於電視台為聽力受損之觀眾提供新聞節目及其他現場節目播送內容之上下文。此伺服器可擷取電視台節目播送內容、截取音訊部分，再將其傳送至雲端型 Watson Captioning Live 服務，俾以將語音轉成文字。將文字資料傳回前揭就地部署伺服器，再由其將文字資料遞送至電視台所擁有之字幕編製編碼器，進而提供現場節目播送內容之廣播字幕。

1.2.4 雷達系統

本供應項目包括一部雷達，無法使用 Weather Company Max Solution 者，則另外包括一個連接至該部雷達之小型專用工作站 Weather Company Oil & Gas Radar - z2G4 System。來自前揭雷達之氣象資料，由此工作站（或 Weather Company Max Solution 核心系統）擷取後回傳給 IBM，再於 IBM 處理該等資料，完成處理之資料僅供「客戶」使用。

a. Weather Company Oil & Gas Radar - z2G4 System

一個支援專用雷達之就地部署工作站，任何可使用網際網路連線之位置，幾乎均可取得並安裝此工作站。一般而言，前揭工作站係使用於無法使用即時氣象資料之遠端位置，例如：遠端油氣平台。此系統汲取原始輻射雷達資料後，再透過公用網際網路將資料近乎即時地傳送予 IBM，由其於 Weather Company Operations Dashboard 內將資料視覺化，俾以使用於近期氣象預測。

1.3 Cloud Services - Weather Company Max Solution Data

Weather Company Max Solution Data 包含區域專屬套件，包括全球、歐洲、西太平洋或美國。各套件均包含各式各樣地表、衛星及氣象模型等觀測資料。

所稱「資料」，係指透過以下所載經由本「雲端服務」交付之氣象或交通資料（包括但不限於觀測、預報、地圖及圖形）。

1.3.1 Weather Company Max Data - Europe

本 Data 套件包含由下列資料來源所提供之各式各樣地表、衛星及氣象模型等觀測資料：中期氣象預報 (ECMWF) 全球預報系統 (GFS) 與歐洲中心政府模型、Weather Company Deep Thunder 專利模型及美國國家颶風中心 (NHC) 提供之「熱帶氣象」資料，以及聯合颶風警報中心 (JTWC) 建議、NHC 複式模型計劃、海平面觀測溫度及浪高。本資料套件亦包含歐洲雷達鑲嵌圖案。

本 Europe 套件須與下列其中一個解決方案搭配使用：Weather Company Max Weather、Max Weather and Storm、Cirrus Weather Base 或 Cirrus Weather Premium。

1.3.2 Weather Company Max Data - World

本 Data 套件包含由下列資料來源所提供之各式各樣地表、衛星及氣象模型等觀測資料：中期氣象預報 (ECMWF) 全球預報系統 (GFS) 與歐洲中心政府模型、Weather Company Deep Thunder 專利模型及美國國家颶風中心 (NHC) 提供之「熱帶氣象」資料，以及聯合颱風警報中心 (JTWC) 建議、NHC 複式模型計劃、海平面觀測溫度及浪高。

本 World 套件須與下列其中一個解決方案搭配使用：Weather Company Max Weather、Max Weather and Storm、Cirrus Weather Base 或 Cirrus Weather Premium。

1.3.3 Weather Company Max Data - US Storm

本 Data 套件包含由下列資料來源所提供之各式各樣地表、衛星及氣象模型等觀測資料：中期氣象預報 (ECMWF) 全球預報系統 (GFS) 與歐洲中心政府模型、Weather Company Deep Thunder 專利模型及美國國家颶風中心 (NHC) 提供之「熱帶氣象」資料，以及聯合颱風警報中心 (JTWC) 建議、NHC 複式模型計劃、海平面觀測溫度及浪高。另外亦包含由美國國家氣象局 (US National Weather Service) 提供之多媒體串流近即時雷達資料。

US Storm 套件須備有 Weather Company Max and Storm 軟體之「程式」授權。

1.3.4 Weather Company Max Data - Canada Storm

本 Data 套件包含由下列資料來源所提供之各式各樣地表、衛星及氣象模型等觀測資料：加拿大 Global Environmental Multiscale (GEM)、中期氣象預報 (ECMWF) 美國全球預報系統 (GFS) 與歐洲中心政府模型、Weather Company Deep Thunder 專利模型及美國國家颶風中心 (NHC) 提供之「熱帶氣象」資料，以及聯合颱風警報中心 (JTWC) 建議、NHC 複式模型計劃、海平面觀測溫度及浪高。另外亦包括加拿大雷達資料。Canada Storm 套件須備有 Weather Company Max and Storm 軟體之「程式」授權。

1.3.5 Weather Company Livewire - Weather Wire Data

此資料套件包含所有「國家氣象局服務」警報（警告、監看及諮詢）。前揭警報僅適用於美國。

1.3.6 Weather Company Max Data - Sky

本 Data 套件可藉由提供北美 12KM Weather Company Deep Thunder 專利模型所提供之預測參數，而啟用 Max Sky 解決方案。

本 Sky 資料套件須與下列其中一個解決方案搭配使用：Weather Company Max Weather 或 Max Weather and Storm。

1.3.7 Weather Company Max Data - Sky Global

本 Data 套件可藉由提供 13KM Weather Company Deep Thunder 專利模型所提供之預測參數，而啟用 Max Sky 解決方案。

本 Sky 資料套件須與下列其中一個解決方案搭配使用：Weather Company Max Weather 或 Max Weather and Storm。

1.3.8 Weather Company Max Data - Storm Eastern Pacific

本 Data 套件包含由下列資料來源所提供之各式各樣地表、衛星及氣象模型等觀測資料：中期氣象預報 (ECMWF) 全球預報系統 (GFS) 與歐洲中心政府模型、Weather Company Deep Thunder 專利模型（包括 12 公里及 4 公里美國領土）及美國國家颶風中心 (NHC) 提供之「熱帶氣象」資料，以及聯合颱風警報中心 (JTWC) 建議、NHC 複式模型計劃、海平面觀測溫度及浪高。

本 Storm Eastern Pacific 套件須與下列其中一個解決方案搭配使用：Weather Company Max Weather、Max Weather and Storm、Cirrus Weather Base 或 Cirrus Weather Premium。

1.3.9 Weather Company Max Data - Traffic

本 Data 套件包含由 INRIX 提供之交通流量及事故（交通意外、故障車輛、施工等等資訊）資料。

本套件須與下列其中一個解決方案搭配使用：Weather Company Max Traffic、Cirrus Traffic Base 或 Cirrus Traffic Premium。

1.3.10 Weather Company Max Data - Lightning Service - Global

雲端對雲端及雲內閃電資料即時資訊來源。涵蓋區域為整個有人居住之區域。

1.3.11 Weather Company Max Data - Lightning Service - Large Regional

雲端對雲端及雲內閃電資料即時資訊來源。涵蓋區域約為 500 平方英里。

1.3.12 Weather Company Max Data - Lightning Service - US Continental

雲端對雲端及雲內閃電資料即時資訊來源。涵蓋區域為美國大陸。

1.4 雲端服務 - Weather Company Max 額外及附加程式供應項目：

1.4.1 Weather Company Max Engage for Enterprise Event Monitor

Weather Company Max Engage for Enterprise Event Monitor 服務可為企業運作，及意欲監視氣象狀況並採取適當商業行動之職員受眾，提供氣象及交通監視及地域目標鎖定。此供應項目可自動發佈氣象及交通相關警報，且其使用係獨立於 Weather Company Max Solution 之外。

1.4.2 Weather Company Max Social Post Turbo

可用於將文字、影像或 Snapshot 張貼至 Facebook 及 Twitter，並利用贊助內容將廣告置入 Facebook。此供應項目需要配置 Weather Company 媒體產品，該配置包含由下列項目組成之基本及選用元件：工作站硬體、軟體供應項目及資料資訊來源。

1.4.3 Weather Company Max Social Post Turbo and Dialog

包含針對 Max Social Post Turbo 所列出之一切功能，此外，亦包含 Social Dialog，可供使用者從 Facebook、Instagram 及 Twitter，將內容拉入系統。

此供應項目需要配置 Weather Company 媒體產品，該配置包含由下列項目組成之基本及選用元件：工作站硬體、軟體供應項目及資料資訊來源。

1.5 維護及產品更新與技術支援供應項目

1.5.1 Weather Company Max Solution Maintenance

Weather Company Max Solution Maintenance 供應項目授與「客戶」享有支援與軟體更新之權利。不問所購買之永久性或期間型軟體授權數量多寡，一律採用單一年計費用之價格。所提供之更新項目僅適用於目前發行之軟體版本及支援硬體平台上之舊版。若干軟體變更可能需要進行硬體升級，例如：記憶體、圖形卡、硬碟空間升級等等，硬體升級由「客戶」自行負責。

a. Weather Company Max Solution - Maintenance

授與一切 Weather Company Max Solution 供應項目（Weather Company Max Traffic、Weather Company Livewire 及 Weather Company Max Street Level Mapping Data 供應項目除外）支援與軟體更新之權利。

b. Weather Company Max Traffic - Maintenance

授與 Weather Company Max Traffic 支援與軟體更新之權利。

c. Weather Company Max Street Level Mapping Data - Maintenance

授與 Weather Company Street Level Mapping Data 支援與軟體更新之權利。

1.5.2 Weather Company Livewire - Maintenance

Weather Company Livewire Maintenance 供應項目授與「客戶」享有 Livewire 及 Simulcast 解決方案支援與軟體升級之權利。不問所購買之永久性或期間型軟體授權數量多寡，一律採用單一年計費用之價格。

1.5.3 Weather Company Max Solution - Peripherals Annual Hardware Maintenance

本維護供應項目授與「客戶」享有非 HP 週邊裝置（例如：圖形卡）支援之權利。硬體維護係以單一全站統一費用計價，涵蓋多個安裝系統現場所有週邊裝置。

1.6 Cloud Service Acceleration Services

1.6.1 Weather Company Max Solution - Remote Set Up

須備有此遠端交付一次服務供應項目，始得於「客戶」裝置上進行 Windows® 10 IoT Enterprise 2016 LTSB Upgrade High End (ESD) 之遠端設定。

1.6.2 Weather Company Max 3D City Package

本服務為「客戶」提供城市區域之 3D 模型。前揭模型可能不包含完成模型建置過程所用空中攝影影片蒐集後所完竣之較新大廈，或基於國家安全理由禁止納入之大廈。模型係按每平方公里涵蓋範圍計價。

1.6.3 Weather Company Max 3D Building Lighting

本服務包含為客製夜間照明，對合格 3D City 模型所為之修改，俾以較佳方式突顯大廈/建築物之特色，惟以六棟大廈或其他建築物為限。除所含大廈/建築物數量以外，另需額外作品者，應收取額外費用。

1.6.4 Weather Company Max Earth Imagery - High Resolution

本服務包含高解析度資料（1 公尺），最大範圍為 26,000 平方公里之「客戶」所定 DMA，不包含人煙稀少之區域，除 DMA 以外，另加 15 公尺資料，適用範圍為 600 平方公里。最高解析度（1 公尺）資料年份通常為 1-3 年。較低解析度資料已於進行 eSAT/Landsat 專案時蒐集完成，資料年份不一，最早日期為西元 2000 年代初中期。本服務於「客戶」選定高解析度嵌入照片之地圖外觀與位置後 8 週（平均值）交付。有包含較高解析度嵌入照片或「客戶」在選擇地圖色彩或決定嵌入照片尺寸及空中涵蓋範圍時有延遲者，交付時間可能需要延長。IBM 交付 Max Earth Imagery - High Resolution 影像所需時間可能達 8 週。

1.6.5 Weather Company Max Earth Imagery Conversion for Max

本服務可讓現有 Weather Central Fusion/LIVE 地表對映資料轉換為 Max 平台適用之資料，無須另外提供其他資料或較高解析度之資料。

1.6.6 Weather Company Max Engage with Watson

本服務包含二日之時間，用以進行 Max Engage with Watson 軟體遠端實作。

1.6.7 Weather Company Max Sky

本服務包含二場遠端實作與客製講習會。進行前揭講習會時，將建立或修改一兩個場景，以納併新 During Sky 特定功能。此外，另會修改合格 3D City 模型，以新增標準夜間窗戶照明。

1.6.8 Weather Company Max Standard Graphics

本服務包含以遠端方式供應下列項目：a) 圖形諮詢、蒐集及匯入「客戶」圖形；b) 處理一 (1) 日及一 (1) 夜 Skycast 地標影像；c) 四 (4) 個 Max Skycast 場景；d) 一 (1) 支五日或七日 Max 預報動畫；e) 開發八 (8) 個額外 Max 場景；f) 設定 Max Earth Design，包括進行公路/馬路、地圖遮罩及城市標籤之客製配置；g) 利用客製橫幅、選用區、範本及工具進行系統設定，以利建立地圖及工作室型 Max 場景；h) 遠端人員訓練，教導人員如何依據範本與選用區建立額外工作室場景。「客戶」必須提供適當之原始素材（背景、橫幅等等素材）及場景佈置方向。原始素材及所需佈置設計須於整合前至少十個營業日前交付 IBM 圖形顧問。

1.6.9 Weather Company Max Standard Graphics with Duopoly

本服務包含以遠端方式供應下列項目：a) 圖形諮詢、蒐集及匯入「客戶」圖形；b) 處理一 (1) 日及一 (1) 夜 Skycast 地標影像；c) 四 (4) 個 Max Skycast 場景；d) 一 (1) 支 5 日或 7 日 Max 預報動畫；e) 開發八 (8) 個額外 Max 場景；f) 設定 Max Earth Design，包括進行公路/馬路、地圖遮罩及城市標籤之客製配置；g) 利用客製橫幅、選用區、範本及工具進行系統設定，以利建立地圖及工作室型 Max 場景；h) 遠端訓練，教導人員如何依據範本與選用區建立額外工作室場景，以及最多二 (2) 個 Duopoly 簡報適用之客製場景。「客戶」必須提供適當之原始素材（背景、橫幅等等素材）及場景佈置方向。原始素材及所需佈置設計須於整合前至少十個營業日前交付 IBM 圖形顧問。

1.6.10 Weather Company Max Standard Graphics with Motif

本服務包含以遠端方式供應下列項目：a) 圖形諮詢、使用 IBM 所提供之圖形 Motif 及其他可用選項，以及蒐集及匯入「客戶」圖形；b) 處理一 (1) 日及一 (1) 夜 Skycast 地標影像；c) 四 (4) 個 Max Skycast 場景；d) 一 (1) 支五日或七日 Max 預報動畫；e) 開發八 (8) 個額外 Max 場景；f) 設定 Max Earth Design，包括進行公路/馬路、地圖遮罩及城市標籤之客製配置；g) 利用客製橫幅、選用區、範本及工具進行系統設定，以利建立地圖及工作室型 Max 場景；h) 遠端人員訓練，教導人員如何依據範本與選用區建立額外工作室場景。「客戶」必須提供適當之原始素材（背景、橫幅等等素材）及場景佈置方向。原始素材及所需佈置設計須於整合前至少十個營業日前交付 IBM 圖形顧問。

1.6.11 Weather Company Max Standard Graphics Corporate Edition

本服務包含以遠端方式供應下列項目：a) 圖形諮詢、蒐集及匯入「客戶」圖形；b) 利用「客戶」標誌之圖形客製；c) 針對各車站（城市），處理一 (1) 日及一 (1) 夜 Skycast 地標影像；d) 四 (4) 個 Max Skycast 場景；e) 利用客製橫幅、選用區、範本及工具進行系統設定，以利建立地圖及工作室型 Max 場景；f) 最多十 (10) 個工作室型場景，此等場景係經公司創意工作人員指導及核准而進行設計及開發。

1.6.12 Weather Company Max Standard Graphics Corporate Edition with Duopoly

本服務包含以遠端方式供應下列項目：a) 圖形諮詢、蒐集及匯入「客戶」圖形，包括 Duopoly 圖形；b) 利用「客戶」標誌之圖形客製；c) 針對各車站（城市），處理一 (1) 日及一 (1) 夜 Skycast 地標影像；d) 四 (4) 個 Max Skycast 場景；e) 利用客製橫幅、選用區、範本及工具進行系統設定，以利建立地圖及工作室型 Max 場景；f) 最多十 (10) 個工作室型場景，此等場景係經公司創意工作人員指導及核准而進行設計及開發。

1.6.13 Weather Company Max Traffic Graphics

本遠端服務包含下列項目：a) 設定 Max Earth Design，包括進行公路/馬路、地圖遮罩及城市標籤之客製配置；b) 進行 Max Traffic Flows 特定功能之外觀與尺寸客製配置；c) 實作全螢幕駕駛時圖形場景及二 (2) 個飛行穿越場景；d) 實作橫幅上之贊助圖形及/或可能位於地表場景上之 3D 模型（告示板）；e) 利用客製橫幅、選用區、範本及工具進行 Max 系統設定，以利建立地圖及工作室型 Max 場景；f) 指導如何依據範本與選用區建立額外工作室場景及飛行穿越場景。

1.6.14 Weather Company Max Traffic XD Graphics

本服務包含遠端實作 Traffic XD Graphics，時間上限為四 (4) 小時。

1.6.15 Weather Company Max Graphics

本服務包含前揭由 Weather Company Max 圖形專家提供之圖形供應項目有關遠端圖形作品，時間上限為二十四 (24) 小時。

1.6.16 Weather Company Max Connect

本服務包含 Weather Company Max Connect 應用程式遠端訓練，時間上限為二 (2) 小時。

1.6.17 Weather Company Livewire

本服務包含四 (4) 小時 Livewire 軟體遠端實作及訓練。

1.6.18 Weather Company Max Engage for Enterprise Event Monitor Implementation

本遠端交付服務包含由 Max Engage for Enterprise 專家依「客戶」要求進行 Max Engage for Enterprise Event Monitor 配置之起始實作，為期二 (2) 日。

1.6.19 Weather Company Max Engage for Enterprise Configuration Service

Weather Company Max Engage for Enterprise Configuration Service 包含由 Max Engage for Enterprise 專家依「客戶」要求，針對一個事件或位置，進行 Max Engage for Enterprise 配置遠端變更。

1.6.20 Weather Company Max Engage Weather Call in Service

本遠端服務授與「客戶」取得由 Weather Company 氣象學家所為一 (1) 次客製氣象預報諮詢之權利。本服務之購買，以一次氣象預報為單位。

1.6.21 Weather Company Max Support Services

本遠端訂用服務包含每季審查「客戶」圖形與訓練需求，每季遠端實作及訓練日數上限為二 (2) 日。

2. 內容及資料保護

Data Processing and Protection Data Sheet (Data Sheet) 提供有關為進行處理而啟用之「內容」類型、所涉及之處理活動、資料保護特定功能及「內容」保留與歸還相關細節之本「雲端服務」特定資訊。有關本項「雲端服務」使用及資料保護特定功能之詳細內容或澄清及條款，包括「客戶」責任，於本節定之。依據「客戶」所選選項，「客戶」使用本項「雲端服務」時所適用之 Data Sheet 可能有一份以上。Data Sheet 可能僅以英文提供，不以當地語文提供。不問當地法律或慣例之常規，雙方當事人同意，其等瞭解

英文，且英文為有關「雲端服務」之取得及使用之適當語文。下列 Data Sheet 適用於本項「雲端服務」及其可用選項。

「客戶」確認 i) IBM 得自行決定隨時修改 Data Sheet，且 ii) 前述修改將取代舊版本。以下各項為修改 Data Sheet 之目的：i) 改進或澄清現有承諾，ii) 與現行採用之標準及適用法令保持一致，或者 iii) 提供其他承諾。對 Data Sheet 之修改不會大幅降低「雲端服務」之安全性。

以下為適用 Data Sheet 之鏈結：

Weather Company Max Solution Data

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=3A4E10A0F4A311E6A4D1A0107E2821F7>

Weather Company Max Social

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=7CA07C40C3EC11E78F8FA93481EF6122>

Weather Company Max Engage for Enterprise

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=F39780A0C3EC11E78F8FA93481EF6122>

「客戶」有責任就「雲端服務」採取必要行動，以訂購、啟用或使用可用之資料保護特定功能，並接受其未能採取該等行動時所應承擔之有關使用「雲端服務」之責任，包括遵守有關「內容」之資料保護規定或其他法律之規定。

若歐盟一般資料保護規章 (EU/2016/679) (GDPR) 適用於「內容」所含個人資料，則於其適用的範圍內，IBM 之資料處理附錄 (DPA) (網址：<http://ibm.com/dpa>) 及「DPA 附件」適用於本合約並為其補充。本「雲端服務」所適用之 Data Sheet，應作為 DPA 附件。

3. 技術支援

本「雲端服務」之技術支援係利用本項「雲端服務」提供。IBM 軟體即服務 (SaaS) 支援手冊 (收錄於下列網站：https://www-01.ibm.com/software/support/saas_support_guide.html) 內含技術支援聯絡資訊及其他資訊與程序。技術支援僅附隨於本項「雲端服務」而提供，其非可作為單獨供應項目而提供。

此外，亦為「客戶」提供軟體供應項目與工作站硬體之技術支援。如何取得軟體供應項目與工作站硬體之技術支援相關詳細資料，另亦詳載於 IBM Software as a Service Support Handbook (IBM 軟體即服務支援手冊)。

4. 授權與付款資訊

4.1 計費度量

本解決方案之特定功能係依「交易文件」中所定計費度量而提供。

- a. 「十萬人口」是取得供應項目所需的一種計量單位。「人口」係為特定地理區域之一切居民。「客戶」應視適用情形，取得足夠涵蓋在其「權利證明書」或「交易文件」中所指定計量期間，外部報告可受惠於本供應項目之「人口」總數之授權數，該總數以無條件進位計算至與原數目最接近，以「十萬」計算之整數倍數目。

基於前揭供應項目之目的，「人口」係指可接收由「客戶」所發出播報信號之「播報地區人口 (BAP)」。

- b. 「項目」是取得本供應項目所需的一種計量單位。「項目」係指藉由本供應項目之使用而予以處理、管理或與其相關之特定項目。「客戶」應取得足夠涵蓋其「權利證明書 (PoE)」或「交易文件」中所述計量期間內藉由本供應項目之使用而予以處理、管理或與其相關之每一項目的授權數。

基於任何「工作站硬體」(第 1.2 節)之目的，一個「項目」為一個「客戶裝置」。「客戶裝置」係指一種單一使用者運算裝置或具特殊用途之感應器或遙測裝置，該裝置要求執行來自另一電腦系統 (通常稱為伺服器或由伺服器管理) 之一組指令、程序或應用程式，或接受該組指令、程序或應用程式之執行結果，或提供資訊予該系統。多個客戶裝置可使用同一部共用伺服器。「客戶裝置」可具備某些處理能力，或者可程式化，以容許使用者執行工作。

基於 Max Engage for Enterprise Event Monitor 供應項目之目的，一個「項目」為以十 (10) 日為一套組之「事件日」。「事件日」之計算方式為事件或位置數量乘以各事件受監控日數。

基於 Max Engage for Enterprise Configuration Service 之目的，一個「項目」為一個「事件」或「位置」。

基於 Weather Company Max 3D City Package 供應項目之目的，一個「項目」為一平方公里涵蓋範圍。

基於 Weather Company Max Engage Weather Call in Service 之目的，一個「項目」為一次氣象諮詢。

- c. 「位置」是取得 Weather Company Max Solution - Peripherals Maintenance 所需的一種計量單位。「位置」係指單一實體地點，該實體地點對應於「客戶」營業地址。「客戶」應取得足夠涵蓋在其「權利證明書」或「交易文件」中所指定計量期間週邊裝置所在「位置」數量之授權數。
- d. 「千個作用中使用者」是取得本供應項目所需的一種計量單位。一個「作用中使用者」係指透過任何方法以任何直接或間接方式（例如：透過多工程式、裝置或應用程式伺服器）存取本供應項目之特定人員。「客戶」應視適用情形，取得足夠涵蓋在其「權利證明書」或「交易文件」中所指定計量期間，已存取本供應項目之「作用中使用者」數量之授權數，該數量無條件進位計算至與原數目最接近，以「千」計算之整數倍數目。
- e. 「約定」(Engagement) 是取得服務所需的一種計量單位。「約定」(Engagement) 係由有關本項「雲端服務」的專業及/或訓練服務組成。「客戶」應取得足夠的授權數，以涵蓋每一個「約定」。
- f. 「安裝」是取得本供應項目所需的一種計量單位。「安裝」係指已安裝於電腦之實體或虛擬磁碟上可執行之一份供應項目複本。「客戶」應為供應項目之每一「安裝」取得一份授權。
- g. 「存取權」是取得本供應項目所需的一種計量單位。「存取權」係指本供應項目之使用權。「客戶」須取得單一「存取權」之授權，以於其「交易文件」中所指定之計量期間使用本供應項目。

4.2 超額使用計費

若「客戶」在計量期間內的「雲端服務」實際使用情形超出「權利證明書」載明之授權數量，則針對超額使用部分將於超額使用後之翌月，依「交易文件」所定費率計費。

4.3 計費頻率

IBM 將於計費頻率期間起算日，依選定計費頻率對「客戶」開立應付款項之發票，惟超額使用款項及應以後付方式開立發票之使用類型款項除外。

4.4 設定費

所訂購之各項設定服務，其一次設定費係依「交易文件」所定費率支付費用。

4.5 查核

「客戶」應履行下列事項：i) 持續保留記錄，並在 IBM 認為合理必要情形時，依 IBM 要求而提供記錄及系統工具輸出資料，以利 IBM 及其獨立稽核人查核「客戶」是否遵循「本合約」；及 ii) 立即訂購必要授權，並依 IBM 之當時費率支付該等授權所需費用，及 IBM 於發票中載明之前述查核所定其他費用與義務。前述循規查核義務於本項「雲端服務」期間及其後二年內有效。

5. 期間及續約選項

本解決方案之期間，自 IBM 通知「客戶」其可存取本「雲端服務」之當日起算，詳如「權利證明書」上所載。權利證明書將載明本項解決方案係自動續約、持續使用方式，或於期間結束時終止。

如係自動續約，除非「客戶」於前述期間到期日九十日（或更早）前為不續約之書面通知，否則，本解決方案將依「權利證明書」所載明之期間自動續約。

如係持續使用，將依按月之方式持續提供本解決方案，至「客戶」提供九十日前終止之書面通知為止。於前述到期日九十日前之期間後至該日曆月月底前，將繼續提供本解決方案。

6. 保證

6.1 程式保證

「程式」之保證：當「程式」使用於其特定運作環境時，符合其正式公布規格。「程式」之保證期間為一年，不足一年者，以起始授權期間為其保證期間，但「附件」或「交易文件」中載明其他保證期間者不在此限。IBM 在「程式」保證期間提供軟體之「產品更新與技術支援 (Subscription and Support; S&S)」，授權「客戶」使用瑕疵更正資訊、限制、迴避程式 (bypasses) 及 IBM 發行上市之新版次與版本。除非「客戶」於到期前以書面通知 IBM 不續用「產品更新與技術支援」，否則「產品更新與技術支援」將逐年自動展延並按當時有效之費率產生費用，直到該「程式」特定版本或版次之「產品更新與技術支援」停止供應為止。若「客戶」選擇於指定「客戶」網站繼續使用「程式」之「產品更新與技術支援」(S&S)，則「客戶」必須於該網站維持該「程式」之一切使用與安裝之 S&S。

在保證期間內，若「程式」之運作不符上述保證，且 IBM 無法予以修復或以功能相當之「機器」或「程式」更換，則「客戶」得將該「機器」或「程式」退還 IBM，IBM 應退還「客戶」已支付之款項（如係為週期性計費，以十二個月之計費為其上限），而「客戶」之「機器」或「程式」授權或使用權亦隨即終止。

IBM 不保證「IBM 廠牌產品」之運作不會中斷或全無錯誤，亦不保證「IBM 廠牌產品」之所有缺陷均可改正、得防止第三人干擾「IBM 廠牌產品」之使用，或得防止未經授權之第三人存取「IBM 廠牌產品」。以上為 IBM 之全部擔保責任，並取代其他一切之擔保，包括但不限於明示、默示之擔保、品質滿意度、可售性、未涉侵權及符合特定用途之默示保證或擔保。因不當使用、修改、非由 IBM 所致損害、未遵循 IBM 提供之指示、「附件」或「交易文件」規定之其他情形，均不在 IBM 保證範圍內。「非 IBM 廠牌產品」係依本「合約」現狀之規定銷售，不提供任何保證。

第三人可能提供其自有之保證予「客戶」。

6.2 非 IBM 廠牌機器保證之免責聲明

IBM 不保證非 IBM 廠牌機器之運作不會中斷或全無錯誤。除「交易文件」另有規定者外，依本「服務說明」銷售之非 IBM 廠牌機器係以現狀提供，IBM 不提供任何保證，第三人可能提供其自有之保證予「客戶」。縱有前揭規定，全新 HP 工作站仍包含五年保證期間，由 HP 提供下一營業日之服務（不含假日）。

7. 「雲端服務」之附加條款

7.1 「一般規定」

「客戶」同意 IBM 得於宣傳或行銷傳播時公開稱「客戶」為本「雲端服務」之訂用者。

「客戶」不得為支援下列高風險活動而使用「雲端服務」，不論係單獨使用或結合其他服務或產品一併使用，均同：核能機構、大眾運輸系統、空中交通管制系統、汽車控制系統、武器系統或飛航導航或通訊系統之設計、建構、控制或維護，或其他因本「雲端服務」失效而可能引起重大傷亡危害之任何活動。

7.2 雲端服務之使用限制

本「雲端服務」僅得與整體 Weather Company Max Solution 供應項目元件搭配使用。不得獨立於「客戶」所購買解決方案配置以外，單獨使用雲端服務。

7.3 資料之使用限制

- a. 「客戶」應履行下列事項：i) 善盡商業上合理之努力，防止從「客戶」之電腦系統、產品或控制項（「客戶監管項目」）蒐集或擷取「資料」之任一部分；及 ii) 立即通知 IBM 任何已知或合理懷疑之該等從客戶監管項目所為「資料」之蒐集或擷取行為。雙方當事人其後應依誠實信用原則協商之，並嘗試依商業合理考量決定所要採取之行動，以防日後發生前揭情事。雙方當事人未於首次通知後五個工作日內同意或執行前揭依商業合理考量所要採取之行動者，於對客戶監管項目所含「資料」為必要保護步驟前，IBM 有權暫停「資料」之交付。
- b. 「客戶」確認「資料」內可能有特定第三人資料元素，並同意，倘若 IBM 因故終止收受該等資料，IBM 有權終止傳輸該等資料，並提供替代產品取代之。
- c. 就「客戶」透過「資料」所蒐集之資訊或與使用「資料」有關之相關資訊，「客戶」應公布並遵循其有關對該等資訊所為之存取、使用、共用及儲存等事項之「客戶」隱私權政策。

- d. 「客戶」同意 IBM 得隨時自行決定變更「資料」之樣式、表單或資料，以及刪除或停用其若干區段；惟 IBM 應將「客戶」列為有類似情況，需要被傳達「資料」相關重大變更之「客戶」。
- e. 「客戶」同意，於其以得由第三人（例如：「客戶」之客戶、事業夥伴或產品使用者）存取之形式或方法顯示、傳輸、展示、散布、示範或以其他方式傳播「資料」時（「因應第三人應用程式」），應遵循下列事項：
 - (1) 「客戶」不得直接或間接默示「因應第三人應用程式」所含其他「資料」或在所進行廣告之產品或服務與「資料」近似者，係由 IBM 提供、業經 IBM 背書、贊助、認證或核准。
 - (2) 「客戶」對「資料」之傳輸及顯示，不得中斷，且應遵循下列技術規格與效能標準，該等規格與標準可能隨時更改。
 - (a) IBM 保留訂定及限制「客戶」為於特定位置 ID 要求該位置 ID 資料集所為資訊來源呼叫之頻率上限之權。於各重新整理期間間隔時段，由「客戶」負責快取資料。
 - (b) 「資料」之顯示：

「客戶」應給與 IBM 審查「客戶」對「資料」之使用，所給審查期間不得少於在「因應第三人應用程式」上提供「資料」或利用其提供「資料」前五個營業日。IBM 有權不核准「資料」於「因應第三人應用程式」內之顯示方式，惟 IBM 非有正當理由，不得拒絕或延遲其審查及核准。針對「因應第三人應用程式」，「客戶」應監控「資料」之功能、效能及外觀，以利評量、即時通知及補救所察覺之不利影響：
- f. 「客戶」於其對本解決方案之存取權限終止時，應刪除「客戶」系統中之一切「資料」。
- g. 輸入本「雲端服務」之一切社群媒體資料視同「內容」，並由「客戶」負完全責任。

7.4 使用之國家/地區限制

「客戶」應負責判斷其對「資料」之使用是否被許可，且應於必要時向其操作或使用「內容」所在國家/地區之政府機關（構）取得一切必要之許可證明、權限、核准或授權，IBM 依本「服務說明」所負義務之前提條件，係取決於「客戶」對「資料」之使用是否被許可及是否取得該等必要之許可證明、權限、核准或授權。

7.5 依現狀之材料 (materials)

一切資料、氣象及其相關資訊、預報及警報，悉依現狀提供，IBM 對於該等材料之準確性、可靠性、完整性或可用性不負任何賠償責任。

8. 軟體供應項目附加條款

8.1 程式授權

「程式」係指為給予授權而提供之 IBM 廠牌電腦程式及相關著作物，視所付費用而定。「程式」不包括「機器碼」或「專案著作物」（「附件」可能訂有該等用詞之定義）。「程式」為享有著作權保護之著作且僅授權使用（非出售）。於 IBM 接受「程式」之訂單時，「客戶」被授與非專屬性授權，以行使下列行為：**a)** 僅限依「程式」之授權範圍使用「程式」，並受本「服務說明」、「合約」及任何相關「交易文件」之拘束；**b)** 製作及安裝複本以支援該項授權使用；及 **c)** 製作備份複本。貴客戶與獲得授權使用之「客戶」員工及承包商，均僅得於「客戶」之「企業」內使用「程式」，且不得以提供機器代管 (hosting) 或分時 (timesharing) 服務方式使第三人使用「程式」。貴客戶不得將「程式」之使用授權再授權、移轉、讓與予第三人。IBM 可能提供額外授權，惟需收取額外費用或適用不同條款。貴客戶並未取得無限制 (unrestricted) 之「程式」使用權利，「客戶」支付之費用亦非該「程式」之全部經濟價值。若干「程式」可能包含以下所載之另依個別合約規定而授權之第三人程式碼。

「程式」之授權以「客戶」遵守下述義務為條件：

- a. 複製並標明著作權標示及其他標示；
- b. 確保任何使用「程式」之人僅在「客戶」授權範圍內使用並遵守授權條款；
- c. 不得對「程式」進行逆向組合 (reverse assembling)、逆向編譯、解譯 (reverse compiling, translating) 或還原工程 (reverse engineering)；及

d. 不得將「程式」或相關授權著作物之元件/元素 (elements) 與「程式」分開使用。

適用於「程式」授權之計費標準規定於「附件」或「交易文件」。伺服器上之一切授權或容量型度量，必須在安裝本程式之伺服器上有全容量之授權，惟由 IBM 提供之子容量使用，且「客戶」遵循適用之子容量要件者，不在此限。

除「客戶」之「合約」另有規定者外，一律適用下列條款：

a. 收費、稅捐、付款及循規驗證

貴客戶應履行下列事項：i) 做成及保留，並依 IBM 要求提供記錄、系統工具輸出及進出「客戶」處所之合理必要權限，以使 IBM 及其獨立稽核員驗證「客戶」是否遵循「本合約」，包括「程式」之授權及計量（例如：子容量用量）；及 ii) 立即訂購必要授權（包括相關聯 S&S），並依 IBM 之當時費率支付該等授權所需費用，及 IBM 於發票中載明之前述查核判定之其他費用與義務。前揭循規驗證義務於「交易文件」期間及其後二年內仍有效。

b. 責任與賠償

因下列任一事項所生及相關之任何請求，IBM 不負責任：「非 IBM 廠牌產品」；非由 IBM 提供之項目；因「內容」、「客戶」材料 (materials)、設計、規格導致之違法或侵害第三人權利之情事，或因未使用最新版本或版次之「IBM 廠牌產品」所致之違法或侵害第三人權利之情事，且若使用最新版本或版次便能避免侵權請求者。

c. 終止

如「客戶」未遵循本合約之規定，IBM 得終止「客戶」之「程式」使用授權。任一方終止授權後，「客戶」須立即銷毀該「程式」之所有複本。

8.2 獨立授權程式碼

倘規範本授權合約之國家/地區法令認定本段落之條款無效或無法執行，則不適用。下列每一個元件被視為「獨立授權程式碼」。依本「服務說明」檢附之「附件」所適用第三人授權合約條款之規定，為給予被授權人 IBM「獨立授權程式碼」之授權。縱使於本合約或被授權人可能與 IBM 所簽署之任何其他合約有任何條款，但除以下另有規定者外，否則該等第三人授權合約之條款規範被授權人之所有「獨立授權程式碼」之使用行為。

未來之「程式」更新或修正可能包含額外或已更新之「獨立授權程式碼」，該等「獨立授權程式碼」及相關授權，將於套用該等更新或修正前提供予被授權人。被授權人承認被授權人已閱讀並同意所附授權合約。倘被授權人不同意前揭第三人授權合約之條款，被授權人不得使用「獨立授權程式碼」。

依本「服務說明」所定「程式」條款取得之「程式」，被授權人為各該「程式」之原被授權人，倘被授權人不同意前揭第三人授權合約，被授權人應於對其核發權利證明書之日起三十日內，將各該「程式」退還原提供者。如係為受續約規範拘束之固定期間授權，被授權人得退還價金，惟應於起始期間之前三十日內退還各該「程式」及其權利證明書。

注意事項：縱使於第三人授權合約、本合約或被授權人可能與 IBM 所簽署之任何其他合約有任何條款：

- a. IBM 提供予被授權人之「獨立授權程式碼」，不含任何保證；
- b. IBM 拒絕承擔一切明示或默示保證，包括且不限於有關獨立授權程式碼之所有權、未涉侵權或未干涉之保證，以及其適售性與符合特定效用之默示保證與條件。
- c. 對於因「獨立授權程式碼」所致使或相關之任何索賠或其他請求，IBM 對被授權人不負賠償責任，亦不為被授權人抗辯、賠償被授權人或保障其免於蒙受損失；及
- d. IBM 對於有關「獨立授權程式碼」之直接、間接、附帶、特殊、懲戒性、懲罰性或衍生性損害，包括但不限於資料之滅失、可節省之成本損失及利益損失，不負任何賠償責任。

縱使有此等排除條款，在德國及奧地利，IBM 對「獨立授權程式碼」之保證與責任，僅由適用於德國與奧地利之 IBM 授權合約個別條款所拘束。

附註：IBM 得就某些「獨立授權程式碼」提供有限支援，若可取得此等支援，關於此等支援之詳細資料與任何額外條款將於本授權手冊中明文規定。

以下為「獨立授權程式碼」：

- Microsoft
- HP
- Creative Commons

9. 非 IBM 廠牌機器

非 IBM 廠牌機器係指由 IBM 提供予「客戶」之非 IBM 廠牌裝置，包括其特定功能、升級項目及配件。前揭非 IBM 廠牌機器，其品牌係由第三人（而非 IBM）所提供。

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「客戶」僅限於取得非 IBM 廠牌機器所在國家之「客戶企業」內使用非 IBM 廠牌機器，不得將其使用於轉售、租賃或轉讓等用途。允許融資性售後租回 (Lease-back financing)。

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同意接受：

同意接受：

客戶公司名稱：

IBM 公司：

簽署人

簽署人

授權簽章

授權簽章

職稱：

職稱：

姓名：

姓名（正楷）：

日期：

日期：

客戶號碼：

合約號碼：

企業編號：

客戶地址：

IBM 地址：

Microsoft 軟體授權條款

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MICROSOFT SOFTWARE LICENSE TERMS

WINDOWS 10 IOT ENTERPRISE & MOBILE (ALL EDITIONS)

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Thank you for choosing Microsoft!

Depending on how you obtained the Windows software, this is a license agreement between (i) you and the device manufacturer or software installer that distributes the software with your device; or (ii) you and Microsoft Corporation (or, based on where you live or if a business where your principal place of business is located, one of its affiliates) if you acquired the software from a retailer. Microsoft is the device manufacturer for devices produced by Microsoft or one of its affiliates, and Microsoft is the retailer if you acquired the software directly from Microsoft.

This agreement describes your rights and the conditions upon which you may use the Windows software. You should review the entire agreement, including any supplemental license terms that accompany the software and any linked terms, because all of the terms are important and together create this agreement that applies to you. You can review linked terms by pasting the (aka.ms/) link into a browser window.

By accepting this agreement or using the software, you agree to all of these terms, and consent to the transmission of certain information during activation and during your use of the software as per the privacy statement described in Section 3. If you do not accept and comply with these terms, you may not use the software or its features. You may contact the device manufacturer or installer, or your retailer if you purchased the software directly, to determine its return policy and return the software or device for a refund or credit under that policy. You must comply with that policy, which might require you to return the software with the entire device on which the software is installed for a refund or credit, if any.

1. Overview.

- a. **Applicability.** This agreement applies to the Windows software that is preinstalled on your device, or acquired from a retailer and installed by you, the media on which you received the software (if any), any fonts, icons, images or sound files included with the software, and also any Microsoft updates, upgrades, supplements or services for the software, unless other terms come with them. It also applies to Windows apps developed by Microsoft that provide functionality such as mail, calendar, contacts, music and news that are included with and are a part of Windows. If this agreement contains terms regarding a feature or service not available on your device, then those terms do not apply.
- b. **Additional terms.** Depending on your device's capabilities, how it is configured, and how you use it, additional Microsoft and third party terms may apply to your use of certain features, services and apps.
 - (1) Some Windows apps provide an access point to, or rely on, online services, and the use of those services is sometimes governed by separate terms and privacy policies, such as the Microsoft Services Agreement at (aka.ms/msa). You can view these terms and policies by looking at the service terms of use or the app's settings, as applicable; please read them. The services may not be available in all regions.
 - (2) The manufacturer or installer may also preinstall apps, which will be subject to separate license terms.
 - (3) The software may include third party software such as Adobe Flash Player that is licensed under its own terms. You agree that your use of Adobe Flash Player is governed by the

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- (4) The software may include third party programs that are licensed to you under this agreement, or under their own terms. License terms, notices and acknowledgements, if any, for the third party program can be view at (aka.ms/thirdpartynotices).

2. Installation and Use Rights.

- a. **License.** The software license is permanently assigned to the device with which you acquired the software. You may only use the software on that device.
- b. **Device.** In this agreement, "device" means a physical hardware system with an internal storage device capable of running the software. A hardware partition or blade is considered to be a device.
- c. **Restrictions.** The manufacturer or installer and Microsoft reserve all rights (such as rights under intellectual property laws) not expressly granted in this agreement. For example, this license does not give you any right to, and you may not:
 - (1) use or virtualize features of the software separately;
 - (2) publish, copy (other than the permitted backup copy), rent, lease, or lend the software;
 - (3) transfer the software (except as permitted by this agreement);
 - (4) work around any technical restrictions or limitations in the software;
 - (5) use the software as server software, for commercial hosting, make the software available for simultaneous use by multiple users over a network, install the software on a server and allow users to access it remotely, or install the software on a device for use only by remote users;
 - (6) reverse engineer, decompile, or disassemble the software, or attempt to do so, except and only to the extent that the foregoing restriction is (a) permitted by applicable law; (b) permitted by licensing terms governing the use of open source components that may be included with the software; or (c) required to debug changes to any libraries licensed under the GNU Lesser General Public License which are included with and linked to by the software; and
 - (7) when using Internet-based features you may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to or use any service, data, account, or network, in an unauthorized manner.
- d. **Multi use scenarios.**
 - (1) **Multiple versions.** If when acquiring the software, you were provided with multiple versions (such as 32-bit and 64-bit versions), you may install and activate only one of those versions at a time.
 - (2) **Multiple or pooled connections.** Hardware or software you use to multiplex or pool connections, or reduce the number of devices or users that access or use the software, does not reduce the number of licenses you need. You may only use such hardware or software if you have a license for each instance of the software you are using.
 - (3) **Device connections.** You may allow up to 20 other devices to access the software installed on the licensed device for the purpose of using the following software features: file services, print services, Internet information services, and Internet connection sharing and telephony services on the licensed device. The 20 connection limit applies to devices that access the software indirectly through "multiplexing" or other software or hardware that pools connections. You may allow any number of devices to access the software on the licensed device to synchronize data between devices. This section does not mean, however, that you have the right to install the software, or use the primary function of the software (other than the features listed in this section), on any of these other devices.
 - (4) **Remote access.** Users may access the licensed device from another device using remote access technologies, but only on devices separately licensed to run the same or higher edition of this software.
 - (5) **Remote assistance.** You may use remote assistance technologies to share an active session without obtaining any additional licenses for the software. Remote assistance allows one user to connect directly to another user's computer, usually to correct problems.

- (6) **POS application.** If the software is installed on a retail point of service device, you may use the software with a point of service application ("POS Application"). A POS Application is a software application which provides only the following functions: (i) process sales and service transactions, scan and track inventory, record and/or transmit customer information, and perform related management functions, and/or (ii) provide information directly and indirectly to customers about available products and services. You may use other programs with the software as long as the other programs: (i) directly support the manufacturer's specific use for the device, or (ii) provide system utilities, resource management, or anti-virus or similar protection. For clarification purposes, an automated teller machine ("ATM") is not a retail point of service device.
- (7) **Cloud Computing Devices.** If your device uses Internet browsing functionality to connect to and access cloud hosted applications: (i) no desktop functions may run locally on the device, and (ii) any files that result from the use of the desktop functions may not be permanently stored on the system. "Desktop functions," as used in this agreement, means a consumer or business task or process performed by a computer or computing device. This includes but is not limited to email, word processing, spreadsheets, database, scheduling, network or internet browsing and personal finance.
- (8) **Desktop Functions.** If your system performs desktop functions, then you must ensure that they: (i) are only used to support the application, and (ii) operate only when used with the application.
- e. **Specific Use.** The manufacturer designed the licensed device for a specific use. You may only use the software for that use.
- f. **Backup copy.** You may make a single copy of the software for backup purposes, and may also use that backup copy to transfer the software if it was acquired as stand-alone software, as described below.

3. Privacy; Consent to Use of Data.

Your privacy is important to us. Some of the software features send or receive information when using those features. Many of these features can be switched off in the user interface, or you can choose not to use them. By accepting this agreement and using the software you agree that Microsoft may collect, use, and disclose the information as described in the Microsoft Privacy Statement available at (aka.ms/privacy), and as may be described in the user interface associated with the software features.

4. Transfer

- a. **Software preinstalled on device.** If you acquired the software preinstalled on a device, you may transfer the license to use the software directly to another user, only with the licensed device. The transfer must include the software and, if provided with the device, an authentic Windows label including the product key. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software.
- b. **Stand-alone software.** If you acquired the software as stand-alone software, you may transfer the software to another device that belongs to you. You may also transfer the software to a device owned by someone else if (i) you are the first licensed user of the software and (ii) the new user agrees to the terms of this agreement. You may use the backup copy we allow you to make or the media that the software came on to transfer the software. Every time you transfer the software to a new device, you must remove the software from the prior device. You may not transfer the software to share licenses between devices.

5. Authorized Software and Activation.

You are authorized to use this software only if you are properly licensed and the software has been properly activated with a genuine product key or by other authorized method. When you connect to the Internet while using the software, the software will automatically contact Microsoft or its affiliate to confirm the software is genuine and the license is associated with the licensed device. You can also activate the software manually by Internet or telephone. In either case, transmission of certain information will occur, and Internet, telephone and SMS service charges may apply. During activation (or reactivation that may be triggered by changes to your device's components), the software may determine that the installed instance of the software is counterfeit, improperly licensed or includes unauthorized changes. If activation fails the software will attempt to repair itself by replacing any tampered Microsoft software with genuine Microsoft software. You may also receive reminders to obtain a proper license for the software.

Successful activation does not confirm that the software is genuine or properly licensed. You may not bypass or circumvent activation. To help determine if your software is genuine and whether you are properly licensed, see (aka.ms/genuine). Certain updates, support, and other services might only be offered to users of genuine Microsoft software.

6. Updates.

You may obtain updates only from Microsoft or authorized sources, and Microsoft may need to update your system to provide you with those updates. The software periodically checks for system and app updates, and may download and install them for you. To the extent automatic updates are enabled on your device, by accepting this agreement, you agree to receive these types of automatic updates without any additional notice.

7. Geographic and Export Restrictions.

If your software is restricted for use in a particular geographic region, then you may activate the software only in that region. You must also comply with all domestic and international export laws and regulations that apply to the software, which include restrictions on destinations, end users, and end use. For further information on geographic and export restrictions, visit (aka.ms/georestrict) and (aka.ms/exporting).

8. Support and Refund Procedures.

For the software generally, contact the device manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft may provide limited support services for properly licensed software as described at (aka.ms/mssupport). If you are seeking a refund, contact the manufacturer or installer to determine its refund policies. You must comply with those policies, which might require you to return the software with the entire device on which the software is installed for a refund.

9. Binding Arbitration and Class Action Waiver if You Live in (or if a Business Your Principal Place of Business is in) the United States.

We hope we never have a dispute, but if we do, you and we agree to try for 60 days to resolve it informally. If we can't, you and we agree to **binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury**. Instead, a neutral arbitrator will decide and the arbitrator's decision will be final except for a limited right of appeal under the FAA. **Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.** "We," "our," and "us" includes Microsoft, the device manufacturer, and software installer.

- a. **Disputes covered – everything except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and the manufacturer or installer, or you and Microsoft, concerning the software, its price, or this agreement, under any legal theory including contract, warranty, tort, statute, or regulation, **except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.**
- b. **Mail a Notice of Dispute first.** If you have a dispute and our customer service representatives can't resolve it, send a Notice of Dispute by U.S. Mail to the manufacturer or installer, ATTN: LEGAL DEPARTMENT. If your dispute is with Microsoft, mail it to Microsoft Corporation, ATTN: LCA ARBITRATION, One Microsoft Way, Redmond, WA 98052-6399. Tell us your name, address, how to contact you, what the problem is, and what you want. A form is available at (aka.ms/disputeform). We'll do the same if we have a dispute with you. After 60 days, you or we may start an arbitration if the dispute is unresolved.
- c. **Small claims court option.** Instead of mailing a Notice of Dispute, and if you meet the court's requirements, you may sue us in small claims court in your county of residence (or if a business your principal place of business) or our principal place of business – King County, Washington USA if your dispute is with Microsoft. We hope you'll mail a Notice of Dispute and give us 60 days to try to work it out, but you don't have to before going to small claims court.
- d. **Arbitration procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the software for personal or household use, or if the value of the dispute is \$75,000 USD or less whether or not you are an individual or how you use the software, its Consumer Arbitration Rules). For more information, see (aka.ms/adr) or call 1-800-778-

7879. To start an arbitration, submit the form available at (aka.ms/arbitration) to the AAA; mail a copy to the manufacturer or installer (or to Microsoft if your dispute is with Microsoft). In a dispute involving \$25,000 USD or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your county of residence (of if a business your principal place of business) or our principal place of business – King County, Washington if your dispute is with Microsoft. You choose. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim.

e. **Arbitration fees and payments.**

- (1) **Disputes involving \$75,000 USD or less.** The manufacturer or installer (or Microsoft if your dispute is with Microsoft) will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, the manufacturer or installer (or Microsoft if your dispute is with Microsoft) will: (1) pay the greater of the award or \$1,000 USD; (2) pay your reasonable attorney's fees, if any; and (3) reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amounts unless you and we agree on them.
- (2) **Disputes involving more than \$75,000 USD.** The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.
- (3) **Disputes involving any amount.** If you start an arbitration we won't seek our AAA or arbitrator's fees and expenses, or your filing fees we reimbursed, unless the arbitrator finds the arbitration frivolous or brought for an improper purpose. If we start an arbitration we will pay all filing, AAA, and arbitrator's fees and expenses. We won't seek our attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

- f. **Must file within one year.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes – see Section 9.a) within one year from when it first could be filed. Otherwise, it's permanently barred.
- g. **Severability.** If the class action waiver is found to be illegal or unenforceable as to all or some parts of a dispute, those parts won't be arbitrated but will proceed in court, with the rest proceeding in arbitration. If any other provision of Section 9 is found to be illegal or unenforceable, that provision will be severed but the rest of Section 9 still applies.
- h. **Conflict with AAA rules.** This agreement governs if it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
- i. **Microsoft as party or third-party beneficiary.** If Microsoft is the device manufacturer or if you acquired the software from a retailer, Microsoft is a party to this agreement. Otherwise, Microsoft is not a party but is a third-party beneficiary of your agreement with the manufacturer or installer to resolve disputes through informal negotiation and arbitration.

10. **Governing Law.**

The laws of the state or country where you live (or if a business where your principal place of business is located) govern all claims and disputes concerning the software, its price, or this agreement, including breach of contract claims and claims under state consumer protection laws, unfair competition laws, implied warranty laws, for unjust enrichment, and in tort, regardless of conflict of law principles. In the United States, the FAA governs all provisions relating to arbitration.

11. **Consumer Rights, Regional Variations.**

This agreement describes certain legal rights. You may have other rights, including consumer rights, under the laws of your state or country. You may also have rights with respect to the party from which you acquired the software. This agreement does not change those other rights if the laws of your state or country do not permit it to do so. For example, if you acquired the software in one of the below regions, or mandatory country law applies, then the following provisions apply to you:

- a. **Australia.** References to "Limited Warranty" are references to the express warranty provided by Microsoft or the manufacturer or installer. This warranty is given in addition to other rights and

remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

In this section, "goods" refers to the software for which Microsoft or the manufacturer or installer provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- b. **Canada.** You may stop receiving updates on your device by turning off Internet access. If and when you re-connect to the Internet, the software will resume checking for and installing updates.
- c. **European Union.** The academic use restriction in Section 12.d(i) below does not apply in the jurisdictions listed on this site: (aka.ms/academicuse).
- d. **Germany and Austria.**
 - (1) **Warranty.** The properly licensed software will perform substantially as described in any Microsoft materials that accompany the software. However, the manufacturer or installer, and Microsoft, give no contractual guarantee in relation to the licensed software.
 - (2) **Limitation of Liability.** In case of intentional conduct, gross negligence, claims based on the Product Liability Act, as well as, in case of death or personal or physical injury, the manufacturer or installer, or Microsoft is liable according to the statutory law.

Subject to the preceding sentence, the manufacturer or installer, or Microsoft will only be liable for slight negligence if the manufacturer or installer or Microsoft is in breach of such material contractual obligations, the fulfillment of which facilitate the due performance of this agreement, the breach of which would endanger the purpose of this agreement and the compliance with which a party may constantly trust in (so-called "cardinal obligations"). In other cases of slight negligence, the manufacturer or installer or Microsoft will not be liable for slight negligence.
- e. **Other regions.** See (aka.ms/variations) for a current list of regional variations

12. Additional Notices.

- a. **Networks, data and Internet usage.** Some features of the software and services accessed through the software may require your device to access the Internet. Your access and usage (including charges) may be subject to the terms of your cellular or internet provider agreement. Certain features of the software may help you access the Internet more efficiently, but the software's usage calculations may be different from your service provider's measurements. You are always responsible for (i) understanding and complying with the terms of your own plans and agreements, and (ii) any issues arising from using or accessing networks, including public/open networks. You may use the software to connect to networks, and to share access information about those networks, only if you have permission to do so.
- b. **H.264/AVC and MPEG-4 visual standards and VC-1 video standards.** The software may include H.264/MPEG-4 AVC and/or VC-1 decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE AVC, THE VC-1, AND THE MPEG-4 PART 2 VISUAL PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE ABOVE STANDARDS ("VIDEO STANDARDS") AND/OR (ii) DECODE AVC, VC-1, AND MPEG-4 PART 2 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE WWW.MPEGLA.COM
- c. **Malware protection.** Microsoft cares about protecting your device from malware. The software will turn on malware protection if other protection is not installed or has expired. To do so, other antimalware software will be disabled or may have to be removed.
- d. **Limited rights versions.** If the software version you acquired is marked or otherwise intended for a specific or limited use, then you may only use it as specified. You may use other programs with the software as long as the other programs directly support the manufacturer's specific use for the device, or provide system utilities, resource management, or anti-virus or similar protection.

- (1) **Academic.** For academic use, you must be a student, faculty or staff of an educational institution at the time of purchase.
- (2) **Evaluation.** For evaluation (or test or demonstration) use, you may not sell the software, use it in a live operating environment, or use it after the evaluation period. Notwithstanding anything to the contrary in this Agreement, evaluation software is provided "AS IS".
- (3) **NFR.** You may not sell software marked as "NFR" or "Not for Resale".

13. Entire Agreement.

This agreement (together with the printed paper license terms or other terms accompanying any software supplements, updates, and services that are provided by the manufacturer or installer, or Microsoft, and that you use), and the terms contained in web links listed in this agreement, are the entire agreement for the software and any such supplements, updates, and services (unless the manufacturer or installer, or Microsoft, provides other terms with such supplements, updates, or services). You can review this agreement after your software is running by going to (aka.ms/useterms) or going to Settings – System – About within the software. You can also review the terms at any of the links in this agreement by typing the URLs into a browser address bar, and you agree to do so. You agree that you will read the terms before using the software or services, including any linked terms. You understand that by using the software and services, you ratify this agreement and the linked terms. There are also informational links in this agreement. The links containing notices and binding terms are:

- Windows 10 Privacy Statement (aka.ms/privacy)
- Microsoft Services Agreement (aka.ms/msa)
- Adobe Flash Player License Terms (aka.ms/adobe-flash)

NO WARRANTY

THE SOFTWARE ON YOUR DEVICE (INCLUDING THE APPS) IS LICENSED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY YOUR LOCAL LAWS, YOU BEAR THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE. SHOULD IT PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL SERVICING OR REPAIR. NEITHER THE DEVICE MANUFACTURER NOR MICROSOFT GIVES ANY EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS FOR THE SOFTWARE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, THE MANUFACTURER AND MICROSOFT EXCLUDE ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS OR STATUTORY GUARANTEES UNDER LOCAL LAWS THAT THESE TERMS CANNOT CHANGE.

IF YOUR LOCAL LAWS IMPOSE A WARRANTY, GUARANTEE, OR CONDITION EVEN THOUGH THIS AGREEMENT DOES NOT, ITS TERM IS LIMITED TO 90 DAYS FROM WHEN THE FIRST USER ACQUIRES THE SOFTWARE. IF THE MANUFACTURER OR MICROSOFT BREACHES SUCH A WARRANTY, GUARANTEE, OR CONDITION, YOUR SOLE REMEDY, AT THE MANUFACTURER'S OR MICROSOFT'S ELECTION, IS (I) REPAIR OR REPLACEMENT OF THE SOFTWARE AT NO CHARGE, OR (II) RETURN OF THE SOFTWARE (OR AT ITS ELECTION THE DEVICE ON WHICH THE SOFTWARE WAS INSTALLED) FOR A REFUND OF THE AMOUNT PAID, IF ANY. THESE ARE YOUR ONLY REMEDIES FOR BREACH OF A WARRANTY, GUARANTEE, OR CONDITION YOUR LOCAL LAWS IMPOSE.

TO THE EXTENT NOT PROHIBITED BY YOUR LOCAL LAWS, IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM THE MANUFACTURER OR MICROSOFT ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SOFTWARE (OR UP TO \$50 USD IF YOU ACQUIRED THE SOFTWARE FOR NO CHARGE). YOU WILL NOT, AND WAIVE ANY RIGHT TO, SEEK TO RECOVER ANY OTHER DAMAGES OR REMEDY, INCLUDING LOST PROFITS AND DIRECT, CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES, UNDER ANY PART OF THIS AGREEMENT OR UNDER ANY THEORY. THIS LIMITATION APPLIES TO (I) ANYTHING RELATED TO THIS AGREEMENT, THE SOFTWARE (INCLUDING THE APPS), THE DEVICE, SERVICES, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE DATA, CONTENT (INCLUDING CODE) ON THIRD PARTY INTERNET SITES OR THIRD PARTY PROGRAMS, AND (II) CLAIMS FOR BREACH OF CONTRACT, WARRANTY, GUARANTEE, OR

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Check with your device manufacturer to determine if your device is covered by a warranty.

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