

READ THIS FIRST



Read This First

SCO UNIX Operating System Roadmap

1 Review the Packing List

Compare the contents of this package to the Packing List to ensure that the package contains everything you will need to install, operate, and administer your SCO® UNIX® Operating System. If the package does not contain all of the items listed on the Packing List, contact your SCO Reseller immediately.

2 Fill Out the Registration Card

Fill out and return the Registration Card. Be sure to retain the Activation Key which contains the Activation Key Number and Serial Number for your SCO UNIX Operating System. The Activation Key Number and the Serial Number are required to install the operating system.

3 Read the Release Notes

Locate the *SCO UNIX Operating System Version 4.0 Release Notes*. Read the section "Before Installing Your Software," which contains information you will need to correctly install your SCO UNIX Operating System.

4 Check and Install Your Hardware

If you are adding tape drives, secondary hard disks, multiport cards, or memory cards, you should add them to your computer prior to installing your SCO UNIX Operating System. Refer to Appendix A of the *Release Notes* to determine the following:

- Make certain that all components of your hardware configuration are supported. **Note:** Hardware components that are not supported may not run properly and are not covered by SCO SoftCareSM technical support.
- Determine the proper connections and jumper settings, if applicable.
- Be aware of any special conditions that apply to your hardware configuration.

5 Install the System

To help ensure trouble-free installation of your SCO UNIX Operating System, follow the instructions contained in the *Installation Guide*. If you encounter any terms that are unfamiliar to you, use the glossary appendix. The *Installation Guide* takes you through the complete software installation and initial configuration of your system.

6 Configure Peripheral Devices

After installing your SCO UNIX Operating System, you must configure peripheral devices such as terminals, printers, and modems. Refer to the appropriate chapters of the *System Administrator's Guide* for complete information.

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Note: SCO UNIX System refers to the SCO UNIX System V/386 Release 3.2 Operating System.

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1/92 012-003-902



012-003-902

SCO UNIX Operating System

Version 4.0

Update

This package contains:

SCO Registration Card

"READ THIS FIRST" Folder Includes:

SCO UNIX Operating System Roadmap
Release Notes Addendum
SCO Software License Agreement
SCO Software Support Services

MANUALS:

SCO UNIX Operating System System Administrator's Guide
SCO UNIX Operating System User's Guide
SCO UNIX Operating System User's Reference
SCO UNIX Operating System System Administrator's Reference
SCO UNIX Operating System Permuted Index for Reference Manuals
SCO Shell User's Guide
SCO UNIX Operating System Tutorial
SCO UNIX Operating System Installation Guide
SCO UNIX Operating System Version 4.0 Release Notes

SOFTWARE:

Four (4) 5.25" Media Envelopes Containing:
One (1) SCO UNIX Operating System Master Install Diskette
Two (2) SCO UNIX Operating System Installation Diskettes
One (1) SCO UNIX Operating System Games Diskette
Three (3) SCO UNIX Operating System Basic Utilities Diskettes
One (1) 5.25" Media Box Containing:
Eight (8) SCO UNIX Operating System Extended Utilities Diskettes

In case of questions, contact the dealer from whom you purchased this product.

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012-70B-914PL

Important Notice

The following information should be read in conjunction with the SCO® UNIX® Release Notes.

With Version 4.0 of SCO UNIX, additional user configurable kernel parameters were provided. In order for NFS™ Release 1.1.1 to work properly, one of these new parameters NIINODE, should not be modified. Changing the NIINODE value can result in filesystem corruption problems with remotely mounted EAFS filesystems on servers with this product installed.

If this parameter has been modified, the problem can be resolved by simply changing the value of the kernel parameter NIINODE to its default value of 128. This can be done by using the following procedure:

1. Log in as root and enter the following commands:

```
cd /etc/conf/cf.d
./configure NIINODE=128
./link_unix
```

2. The following message will be displayed:

Do you want the kernel to boot by default? (y/n)

Enter y and press <return>.

3. Next, you will see the following message:

Do you want the kernel environment rebuilt? (y/n)

Enter y and press <return>.

4. Reboot your system by entering the following command:

```
shutdown -g0
```

Press any key to reboot your system.

SCO Part Number: AM01207P000

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UNIX is a registered trademark of Unix System Laboratories in the USA and other countries.

NFS is a trademark of Sun Microsystems, Inc.

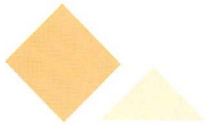
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SCO SOFTWARE SUPPORT SERVICES



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► Welcome to SCO!

Thank you for choosing software from The Santa Cruz Operation, Inc. (SCO®).

SCO software products are backed by a worldwide network of resellers, dealers, trainers, and technical specialists.

SCO software is designed to be easy to install and use. In fact, most users are able to install their software products smoothly and begin making

use of them immediately.

Should the need arise for you to seek assistance in installing or running your SCO software, you have a variety of options for obtaining technical support: via your SCO Reseller, directly from the SCO Online Support (SOS) system, or via the SCO SoftCareSM or SCO SoftTechSM Support Services.

► Your SCO Reseller

SCO strongly recommends that you purchase your SCO software from an SCO Reseller who has been trained and is backed by the technical support of SCO or an SCO Authorized Distributor, SCO Master Industry Reseller, or SCO original equipment manufacturer. SCO recognizes qualified "SCO Resellers" as SCO Registered Resellers, SCO Authorized Resellers, SCO Advanced Product Centers, or SCO Master Industry Resellers.

Your best source for assistance with your technical questions is the SCO Reseller who installed your system. Your SCO Reseller knows your system configuration best—your hardware configuration and SCO software as well as any other software you might have installed at your site. Your SCO Reseller may be able to provide onsite service.

If you did not purchase your SCO software from an SCO Reseller, please call the SCO Reseller Locator Service at (800) SCO-UNIX (726-8649) to find an SCO Reseller near you.

► SCO Authorized Training

With SCO Authorized Training, you can tap the full value of your investment in SCO products.

SCO Authorized Training broadens your understanding of your system's capabilities and familiarizes you with the range of benefits provided by your SCO products. Your increased understanding, in turn, helps increase your efficiency and your productivity.

A wide range of courses for beginners as well as advanced users is available directly from SCO, from SCO Authorized Education Centers, and from SCO Advanced Product Centers across North America and in many other countries.

► The SCO Online Support (SOS) System

While an SCO Reseller is your best source for front-line technical support services, you can also purchase support directly from SCO.

The SCO Online Support (SOS) system is SCO's "dial-up" support service. It is available on an annual subscription basis to users who have communications capabilities and a computer or terminal with a 1200- or 2400-baud modem.

SOS provides access to the same technical information that SCO Support personnel use to solve customer problems. The SOS database contains over 1,500 solutions to common problems. It also includes new SCO product announcements; SCO press releases; SCO technical tutorials; and SCO Training schedules.

Subscription to SOS also includes a subscription to *DiSCover*,[®] the newsletter and technical bulletin of The Santa Cruz Operation, Inc.

For more information about SOS, or to order this service, call SCO Sales at (800) SCO-UNIX (726-8649).

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► Extended Support Options: SCO SoftCare and SCO SoftTech

Direct access to the SCO Support Department is available through SCO SoftCare and SCO SoftTech extended support services.

SCO SoftCare is designed to meet the needs of most end users of SCO software. [NOTE: SCO SoftCare is available only in the U.S. and Canada. For support outside the U.S. or Canada, users should contact their SCO Reseller or SCO Authorized Distributor.]

SCO SoftTech priority support service is designed both for users who have many systems installed at their site(s), and for resellers and developers who support multiple sites. SCO SoftTech provides an accelerated response time to advanced technical problems. [NOTE: SCO SoftTech is available in the U.S. and Canada and, on a limited basis, in other countries.]

Both SCO SoftCare and SCO SoftTech include a subscription to *DiSCover*; special pricing on product updates, discounts on SCO Training, and access to the SCO Online Support system.

Support programs tailored specifically to SCO Resellers and SCO Developers are also available.

SCO Support lines are open Monday through Friday, 6:00 a.m. to 5:00 p.m., Pacific Time.

For more information, or to order SCO Support, call SCO Sales at (800) SCO-UNIX (726-8649).



► Installation Assistance

SCO provides 30 days of complimentary technical support for questions regarding the installation of your system. Complimentary technical support begins on the date you purchased your SCO software. [NOTE: This service is available only to users in the U.S. and Canada.]

We do, however, ask that you please review your software manuals and contact your SCO Reseller first for answers to routine installation questions. If necessary, call the SCO Support Department at (800) 347-4381 for installation assistance.

► Support Limitations

Some types of inquiries cannot be fielded by SCO Support:

- SCO does not support software running on non-standard hardware.
- SCO does not make custom software modifications.
- SCO will not debug code you have developed, or support modified versions of SCO software.
- SCO does not support application software being used on unsupported operating systems.
- SCO does not support software that is not manufactured by SCO.

► Product Updates and Support Level Supplements (SLs)

SCO periodically issues software updates that improve product performance and provide the latest enhancements to a product's functionality. When you obtain and install updates regularly, you will continue to benefit from the enhancements added to each new version.

You can obtain product updates from your SCO Reseller. Users subscribing to SCO SoftCare or SCO SoftTech may obtain updates directly from SCO at special prices.

Selected Support Level Supplements (SLs) that rectify specific, known problems are available at no charge. You may obtain these from your SCO Reseller, or, if you have **uucp** capabilities, via **uucp** transfer. Call the SCO Support Department for additional information on **uucp** transfer procedures.

► Support for Dated Versions of Software

For products other than the most current version, SCO discontinues providing SCO SoftCare and SCO SoftTech six months after the release of the latest version. In other words, six months after the release of the most current version, all other versions are no longer supported under SCO SoftCare and SCO SoftTech.

► System Information Records

Please take a moment to fill out the SCO System Information Sheet at the back of your software documentation manual. By having this document completed and on hand, you can help SCO and your SCO Reseller better serve you.

Should you call or send mail to your support technician, he or she will require the information included on the SCO System Information Sheet to help you with your problem.

You may want to ask your SCO Reseller to assist you in filling out the SCO System Information Sheet.

► Bug Reporting

While SCO makes every effort to avoid software bugs, we recognize that they can occur from time to time. If you wish to report a bug, please inform us via postal mail, electronic mail, over the SCO Online Support (SOS) system, by FAX, or through your SCO Reseller. SCO will acknowledge your report and advise you if there is a known fix for the problem you have encountered. Fixes for known problems that have been resolved are available through your SCO Reseller in the form of Support Level Supplements (SLs).

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► Registering Your Software

Please complete and submit the SCO Registration Card included with your software immediately upon opening the product package. When SCO receives the completed card, we will register your product in the SCO Support database and assign you an SCO Customer Key Number. Your SCO Customer Key Number is crucial to your communications with SCO—you must refer to it each time you contact the SCO Support Department.

Early registration assures that your requests for support will be processed quickly and efficiently.

► Serial Number/Activation Key Information

SCO software comes with a serial number and, in most cases, an activation key. This information is printed on the pink or blue card attached to your SCO Registration Card. Keep this information in a safe place. You will need to refer to these numbers if you ever need to re-install your system because of a hardware failure or other problem. NOTE: Some SCO products do not require an activation key. Check your pink or blue card to see whether specific products require an activation key.

► Obtaining Support Outside North America

Technical support for SCO products sold outside the U.S. and Canada is provided by SCO Authorized Distributors in their respective countries. Contact the SCO Reseller who supplied your system, or the SCO International Distributor in your country, for assistance.

To locate the SCO International Distributor in your country, contact the SCO International Sales Department in Santa Cruz, California, at (408) 425-7222.

Customers located outside the U.S. and Canada who are using SCO software purchased in the U.S. should expect to be charged for the support services provided by their local international vendors.

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► How to Contact SCO Support

You may contact the SCO Support Department by telephone, FAX, electronic mail, or postal mail. When calling the SCO Support Department, please be ready to provide your software serial number and SCO Customer Key Number (if assigned), and use a telephone that is near your system console or terminal. Support queries may also be submitted via electronic mail or via the SCO Online Support system. For faster service, please make sure that your SCO System Information Sheet is completed and readily available before contacting the SCO Support Department.

► SCO Support Department

Phone: (800) 347-4381
FAX: (408) 427-5443
Usenet: ...uunet!sco!support
Internet: support@sco.COM
CompuServe: >INTERNET: support@sco.COM

► The Santa Cruz Operation, Inc.

400 Encinal Street, P.O. Box 1900
Santa Cruz, California 95061
SALES AND INFO (U.S.):
(800) SCO-UNIX (726-8649)
(408) 425-7222 • FAX: (408) 458-4227
TWX: 910-598-4510 sco sacz
E-Mail: ...uunet!sco!info info@sco.COM

► SCO Canada, Inc.

130 Bloor Street West, 10th Floor
Toronto, Ontario, Canada M5S 1N5
SALES AND INFO (Canada): (800) 461-6962
(416) 922-1937 • FAX: (416) 922-8397
E-Mail: ...uunet!scocan!info

► SCO System Information Record

Please fill out this sheet and keep it in a secure place.

When completed, this form will serve as your reference point when calling your SCO Reseller or the SCO Support Department for assistance. The technicians to whom you speak will require the information included on this form in their efforts to help you.

You may want to ask your system vendor to provide any information to which you do not have access.

Before calling the SCO Support Department with questions about specific system problems, please write down the exact command or sequence of operations that produced the problem, as well as the exact text of any error message you receive.

► Identifying Information:

Customer Key Number (I.D. #): _____

⁽¹⁾ Software product name: _____

Version number: _____

⁽²⁾ Software serial number: _____ Computer serial number: _____

► Computer Configuration:

Computer brand: _____ CPU (8088/86, 80286, 80386, 486i, 680XX, other) _____

Computer model: _____

Hard-disk make and model: _____ Hard-disk controller: _____

Amount of memory: _____

Video card (i.e., monochrome, EGA, VGA, CGA): _____

Video card (brand): _____ Model: _____

► Options:

Terminal makes and models: _____

Modem (make, model, and baud rate): _____

Tape drive (make and model): _____

Standard serial ports (i.e., COM1, COM2): _____

⁽³⁾ Multiport serial cards (make and number of ports): _____

⁽⁴⁾ Serial printers (makes and models): _____

Parallel printer ports (i.e., lp0, lp1, lp2): _____

⁽³⁾ Parallel printers (makes and models): _____

► Software Configuration:

Operating system: _____ Release: _____

Device drivers (supplied by companies other than SCO): _____

⁽⁴⁾ Other SCO software packages: _____

Additional software packages: _____

► **Notes:** (1) SCO Customer Key Number: This is a customer ID number assigned to you by the SCO Support Department either when you register your software or the first time you call in. (2) The version number of your operating system will be displayed on your console when you boot the system. If your system cannot be booted, you can find this information in the Release Notes that came with your software. (3) If you are using the SCO XENIX, SCO UNIX System V/386, or Open Desktop Operating Systems, you can determine the software's version number by booting your system. Upon booting, the amount of memory will be displayed, followed by hardware-configuration information. (4) Many hardware devices require an additional software driver supplied by the hardware vendor. For a list of supported devices, refer to your SCO XENIX, SCO UNIX System V/386, or Open Desktop Release Notes.



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Dear SCO Customer,

The enclosed Support Level Supplement (SLS) lng353a, the UNIX Development System Compiler supplement, can only be installed on SCO UNIX System V/386 Release 3.2 Development System Version 4.0 or on SCO Open Desktop Release 2.0.

SLS lng353a addresses the following problems:

Extraneous messages in cl.err have been removed.

If you had "path" (NOTE: lower case) set, and it was longer than about 200 characters, with no ":"s in it, then cc would dump core. This has been resolved.

An alternate PASSM4 can be defined in 'cc' by using the -Bm flag as follows:

```
cc -Bm /mypath/usr/bin/m4
```

Many optimization problems that resulted in dropped assignments or incorrectly executed loops have been resolved

cc(CP):ld was passed crt1.o twice. This has been corrected.

Many incompatible assignments and invalid definitions and declarations that compiled without error messages now generate diagnostic error messages at compile time.

Problems with long path names and long file names have been resolved.

Problems with the -O option that caused compile time assertion errors have been fixed.

When an int is shifted left by more than 32 bits the result is now computed by using modulo 32 of the shift amount.

cc(CP): A problem with strings which traverse 64k boundary being cut has been fixed.

cc now correctly passes the -Y U flag through to ld.

cvtomf(CP): now has correct aux entries for struct/unions.

m4(CP):changequote and defn now work with multiple chars.

cc(CP): A problem with expanding very large macros causing a core dump during compile time has been fixed.

cc(CP): sizeof a bitfield union is now correct.

The symbol table emitted by c_lp in pass 1 of the compiler is no longer dependent on c_lp itself.

Whenever "far", "huge", or "near" are used in compiling 386 mode code they are converted to "near" and the compiler generates the error:

2210: 'xxx' ignored in 386 compiler

cc(CP): Multiple static functions can now be declared in local scope.

cc(pl):typedefs now function correctly in structs and inside of arrays.

cc(CP):using -32768 in a short case expression no longer gives a compiler warning. The valid range of shorts is -32768 to 32767.

The functionality of -Ol has been turned off. The user can still specify the option via -Ol or -Ox but it does not get passed to the compiler passes.

INSTALLATION

To begin the installation of SLS lng353a, take the following steps:

1. Please make sure you are installing this SLS on Version 4.0 of the SCO UNIX Development System or SCO Open Desktop Release 2.0.
2. Log in as root.
3. Next, insert Volume 1 in the floppy drive and enter the command:

custom

NOTE: Refer to the Release and Installation Notes and custom(C) in the SCO UNIX System V/386 manuals for more information on how to use custom.

5. To select the following, highlight with the cursor keys and press <Return>:

Install -> A New Product -> Entire Product

6. Follow the normal custom installation procedure. The SLS lng353a will first validate the release of the operating system. It will then check to insure that the correct version of the development system has been installed.

SLS lng353a will then back up the files that it will replace and put the files in a special directory, if ever SLS lng353a needs to be removed.

The following files are updated by SLS lng353a.

/bin/cc
/lib/386/c_lp
/lib/386/p2_386
/lib/386/p3_386m
/lib/386/cl.err
/usr/bin/cvtomf
/usr/bin/m4



SCO UNIX Development System Update

This package contains:

SCO Registration Card

"READ THIS FIRST" Folder Includes:

SCO UNIX Development System Documentation Order Form
SCO Software License Agreement
SCO Software Support Services
Notes for Support Level Supplement lng353a

DOCUMENTATION:

SCO UNIX Development System Programmer's Reference Manual Volume 1
SCO UNIX Development System Programmer's Reference Manual Volume 2
SCO UNIX Development System Debugging Tools Guide
SCO UNIX Development System Programming Tools Guide
SCO UNIX Development System User Interfaces Guide
SCO UNIX Development System Encyclopedia
SCO UNIX Development System Developer's Topics
SCO UNIX Development System Developer's Overview
SCO UNIX Development System Version 4.0 Release Notes

SOFTWARE:

One (1) 5.25" Media Box Containing:
Thirteen (13) SCO UNIX Development System Diskettes
One (1) 5.25" Media Software Envelope Containing:
One (1) lng353a Diskette

In case of questions, contact the dealer from whom you purchased this product.

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014-70B-905PL



Dear SCO UNIX Development System Customer,

Congratulations on your purchase of Version 4.0 of the SCO® UNIX® Development System.

The *Macro Assembler User's Guide* is no longer included in the SCO UNIX Development System documentation set, and will not be revised for this release. However, you may order the previous Release 3.2 Version 2.0 version of the guide by completing the order form below.

The *Device Driver Writer's Guide* is no longer a part of the SCO UNIX Development System documentation set. You may order the previous Release 3.2 Version 2.0 version now, or you may order Version 4.0 when it becomes available.

Thanks for choosing SCO!

Please provide all information to avoid delays in filling your order. For assistance, call SCO Sales Info at (800) SCO-UNIX (726-8649).

Bill To:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone Number: _____

Ship To:

Name: _____

Title: _____

Company: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone Number: _____

Product Order:

1. Macro Assembler User's Guide - previous version 2.0 (@ \$35.00 per copy) \$ _____

2. Device Driver Writer's Guide - previous version 2.0 (@ \$35.00 per copy) \$ _____

Sales Tax (if applicable) \$ _____

(Please add the appropriate sales tax in CA, CT, FL, GA, IL, MA, MI, MN, OH, and TX)

Shipping and Handling (@ \$5.00 per copy) \$ _____

(Shipped UPS ground. Allow 2-3 weeks for delivery)

Rush Charge (@ \$75.00 per order) \$ _____

(4-5 days from receipt of order)

TOTAL DUE \$ _____

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☐ Money Order ☐ VISA ☐ MasterCard ☐ AMEX ☐ Check (Make checks payable to SCO)

Card Number: _____ Expiration Date: _____

Signature: _____ Date: _____

**FAX completed form to: (408) 427-5404 ATTN: SCO Service Sales; or
mail completed form to: SCO Service Sales, P.O. Box 1900, Santa Cruz, CA 95061-1900**

SCO Internal Use Only:

Date: _____

PID #: _____ Shipping Inst: _____ Order Taker: _____

Order No: _____ Model No: _____ Extended Price: _____



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SOFTWARE LICENSE AGREEMENT

CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO OPENING THE SOFTWARE DISKETTE PACKAGE. OPENING THE DISKETTE PACKAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

TO ACTIVATE WARRANTY You MUST RETURN the accompanying Customer Registration Form within five (5) days of purchase.

1. PERMITTED USES. You may use the SCO SOFTWARE on the single computer system designated by you on the Customer Registration Form which you must complete and return to SCO within five (5) days of opening the SCO SOFTWARE DISKETTE package. If you wish to use the SCO SOFTWARE on a computer system other than the one designated by you on the Customer Registration form, you must obtain a new and separate License from SCO for each such additional computer system.

2. USES NOT PERMITTED. You may not electronically transfer the SCO SOFTWARE. You may not make any copies of the SCO SOFTWARE BINARY OBJECT CODE or the SOFTWARE DOCUMENTATION (except that you may make margin notes in the Manuals for your own use). You may not assign or grant sublicenses, leases, or other rights or obligations to the SCO SOFTWARE or the USER MANUAL to others, nor may your copy or other copies of the SCO SOFTWARE or USER MANUAL be distributed to others. You may not use the SCO SOFTWARE on a computer system other than the one designated by you on the Customer Registration Form. You may not reverse engineer, disassemble, reverse translate, or in any way derive from it any source code form.

You may not transmit to countries prohibited by the U.S. Federal Government, including without limitation: Afghanistan, The People's Republic of China, Romania, Hungary, Poland, Albania, Czechoslovakia, Bulgaria, Estonia, Latvia, Lithuania, German Democratic Republic, East Berlin, Mongolian People's Republic, U.S.S.R., North Korea, Vietnam, Kampuchea, Laos, Cuba, Libya.

3. BACKUP COPY. You may make one (1) copy of the SCO SOFTWARE solely for your own backup purposes. You must reproduce and include any copyrights, trademark notices, and legends on the backup copy. You must maintain an accurate record of the location of the backup copy at all times.

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marked, or otherwise proprietary to SCO or its suppliers. You agree never to remove any such notices and product identification.

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6. LIMITED WARRANTY THE SCO SOFTWARE AND USER MANUAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SCO SOFTWARE AND USER MANUAL IS WITH YOU. SHOULD THE SCO SOFTWARE AND USER MANUAL PROVE DEFECTIVE, YOU (AND NOT SCO NOR ANY AUTHORIZED REPRESENTATIVE OF SCO) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

SCO does not warrant that the function contained in the SCO SOFTWARE will meet your requirements or that the operation of the SCO SOFTWARE will be uninterrupted or error free. However, SCO warrants the media on which the SCO SOFTWARE is furnished, to be free from defects in material and workmanship under normal use for a period of thirty (30) days from the date of delivery to you as evidenced by your completed and returned Customer Registration Form which you must complete and return to SCO within five (5) days of opening the SOFTWARE DISKETTE package.

7. LIMITATION OF REMEDIES. SCO's entire liability and your exclusive remedy shall be:

- a. refund of purchase price within ten (10) days IF the seal is unbroken on the diskette package, and the package is returned to the dealer with a copy of dated Proof of Purchase.
- b. the replacement of any media not meeting SCO's "Limited Warranty" which is returned, with a copy of your dated Proof of Purchase to SCO within thirty (30) days of purchase.
- c. termination of this License Agreement, and refund of your licensing fee, by returning the SCO SOFTWARE and SOFTWARE DOCUMENTATION and all copies thereof to dealer, if SCO or its authorized representative is unable to deliver replacement media which is free of defects, found within thirty (30) days of purchase, in materials or workmanship.

IN NO EVENT WILL SCO OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SCO SOFTWARE AND USER MANUAL EVEN IF SCO OR AN AUTHORIZED REPRESENTATIVE OF SCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR FOR ANY CLAIM BY ANY OTHER PARTY. IN ADDITION, SCO OR ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY CLAIM BY YOU OR ANY OTHER PARTY FOR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE SUCH SCO SOFTWARE AND USER MANUAL AND BASED UPON STRICT LIABILITY OR SCO'S NEGLIGENCE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. UPDATE POLICY. SCO may, at its sole discretion, advise you of, and license your use of PRODUCT UPDATES and NEW RELEASES of the SCO SOFTWARE at the current prices for such PRODUCT UPDATES and NEW RELEASES. In order to be advised of or to be licensed for the use of such PRODUCT UPDATES and NEW RELEASES you must complete and return the attached Customer Registration Card to SCO. ALL PRODUCT UPDATES and NEW RELEASES which are provided to you shall be governed by the same terms of this License Agreement.

9. MISCELLANEOUS. This License Agreement shall be governed by the laws of the State of California, and shall inure to the benefit of SCO, its successors, administrators, heirs and assigns. If any legal action is brought by either party to this License Agreement regarding the subject matter of this License Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and expenses.

In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provision shall be considered inoperable to the extent of such invalidity, illegality or unenforceability and the remainder of this Agreement shall continue in full force and effect. The parties hereto agree to replace any such invalid, illegal or unenforceable provision with a new provision which has the most nearly similar permissible economic or other effect.

10. ACKNOWLEDGEMENT. BY OPENING THE SOFTWARE DISKETTE PACKAGE YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Should you have any questions concerning this agreement, please contact in writing:

The Santa Cruz Operation, Inc.
400 Encinal Street, P.O. Box 1900
Santa Cruz, California 95061

SCO MERGE

Version 3.1.0

This package contains:

SCO PRODUCT ACTIVATION KEY CARD

“READ THIS FIRST” Folder Includes:

SCO Software License Agreement

DOCUMENTATION:

SCO MERGE Release and Installation Notes 3.1.0

Using SCO MERGE

Administering SCO MERGE

SOFTWARE:

One (1) 3.5" Media Envelope Containing:

Three (3) SCO MERGE Diskettes

In case of questions, contact the dealer from whom you purchased this product

037-200-001PL REV A
0793

REV A



037-200-001PL

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Software License Agreement

Contratto di Licenza Software

Contrat de Licence de Logiciel

Software-Lizenzvertrag

Contrato de Licenciamento de Software

Contrato de Licencia de Software



THE SANTA CRUZ OPERATION, INC.

SOFTWARE LICENSE AGREEMENT

CAREFULLY READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO OPENING THE SOFTWARE DISKETTE PACKAGE. BY OPENING THE DISKETTE PACKAGE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. GRANT

The Santa Cruz Operation, Inc. ("SCO") hereby grants you, and you hereby accept from SCO, a perpetual, non-exclusive and non-transferable right to use the software products described in Section 2 on the designated computer described in Section 3, subject to the terms and conditions of this Agreement.

2. PRODUCTS

"Products" means (i) the machine-readable object code version of the software of The Santa Cruz Operation, Inc., or its related companies ("SCO") contained in the diskette package, whether embedded on diskette, tape or other media (the "Software"), (ii) the published user manuals and documentation that are made available for the Software (the "Documentation"), (iii) the updates or revisions of the Software or Documentation that you may receive (the "Updates") and (iv) any copy of the Software, Documentation or Updates. Nothing in this Agreement will entitle you to receive the source code of the Software or Updates, in whole or in part.

3. DESIGNATED COMPUTER

"Designated Computer" means the single computer processing unit on which you will load and use the Software and any related Updates. You must identify the manufacturer and serial number of the Designated Computer on the Customer Registration Card contained in the Product Package (the "Registration Card"). You may use the Software and any related Updates only on the Designated Computer while you possess and operate the Designated Computer. If the Designated Computer becomes temporarily inoperable, you may load and use the Software and any related Updates on another of your computers until the Designated Computer becomes operable, but permanent use on such other computer will require SCO's prior approval.

4. USE

You may use the Products only in and for your own internal purposes and business operations. You may not use the Software and any related Updates as a remote database or file server or on any other multi-user system unless the Product is identified other than as a "single-user version," in which case the Designated Computer may be used to provide remote database, file or other multi-user services to other of your computers or to multiple terminals strictly as described in the Documentation. You may make additional copies of the Software and any related Updates exclusively for internal back-up purposes. You will reproduce all confidentiality and proprietary notices on each of these items. You will not otherwise copy, translate, modify, adapt, decompile, disassemble or reverse engineer the Products.

5. WARRANTIES

EXCEPT FOR THE SCO WARRANTY SET OUT BELOW, OR OTHERWISE EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH SCO OR YOUR SUPPLIER, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY SCO, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

6. NO CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES WILL SCO OR ITS LICENSORS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON YOUR CLAIMS OR THOSE OF YOUR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SCO OR ITS LICENSORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

SOME STATES DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. OWNERSHIP

All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Products are and will remain the exclusive property of SCO or its licensors, whether or not specifically recognized or perfected under local applicable law. You will not acquire any right in the Products except the limited use rights specified in this Agreement. You further acknowledge that the Products embody confidential information owned by SCO or its licensors and agree to take reasonable steps to protect the confidentiality of such information.

8. TERMINATION

You may terminate this Agreement, without right to refund, by notifying SCO of such termination. SCO may terminate this Agreement, upon reasonable notice and without judicial or administrative resolution, if you or any of your employees or consultants breach any term or condition hereof. Upon the termination of this Agreement for any reason, all rights granted to you hereunder will cease, and you must promptly (i) purge the Software and any related Updates from all your computer systems, storage media and other files, (ii) destroy the Products and all copies thereof and (iii) deliver to SCO an affidavit which certifies that you have complied with these termination obligations.

9. EXPORT RESTRICTIONS

You acknowledge that the Products and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations and the export regulations of other countries. You may not re-export the Products or any related technical information, document or material unless you have obtained an appropriate authorization from the U.S. Commerce Department and any other relevant government authority.

10. ASSIGNMENT

Subject to Section 9, you may assign this Agreement and permanently transfer the Products to a third person, but only if you promptly send SCO an affidavit signed by you and your assignee that (i) sets forth your assignee's name and address, (ii) identifies the manufacturer and serial number of the computer system on which your assignee will load and use the Software and any related Updates, (iii) acknowledges that your assignee will comply with the terms and conditions of this Agreement and (iv) certifies that you have fulfilled item (i) of Section 8 and have not retained any Products or copies thereof. Except as provided above, you may not assign, sublicense, lease, pledge or otherwise transfer or encumber the Products, this Agreement or your rights or obligations hereunder without SCO's prior approval.

11. MISCELLANEOUS

All notices or approvals required or permitted under this Agreement must be given in writing. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by SCO. This Agreement will bind your successors-in-interest. This Agreement is governed by the laws of the State of California, U.S.A. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. If you are a U.S. government end-user, this license is granted subject to the U.S. Government End-User Provisions set forth in the Documentation, which are incorporated herein by reference. In the event of any inconsistency between this Agreement and any other related agreement between SCO and you, the terms of this Agreement will prevail.

LIMITED SCO WARRANTY

SCO warrants that upon your receipt of the Products and for a period of 90 calendar days thereafter, the media on which the Software is embedded will be free of defects in material and workmanship under normal use. SCO does not warrant that (i) the Software and any related Updates will be free of defects, (ii) the Products will satisfy all of your requirements or (iii) the use of the Products will be uninterrupted or error-free.

In case of breach of warranty or any other duty related to the quality of the Products, you must return at your expense and no later than 10 days after the expiration of the warranty period, the Products to SCO or its local authorized representative, together with a copy of your dated Proof of Purchase. SCO or its representative will replace any defective media or, if not practicable, may terminate this Agreement and refund to you the amount paid for the Products. You acknowledge that this Paragraph sets forth your exclusive remedy and SCO's exclusive liability for any breach of warranty or other duty related to the quality of the Products.

SCO OPTIONAL MAINTENANCE

SCO may, at its discretion, notify you of Updates that SCO may periodically make generally available for the Software, but only if you have completed and returned the Registration Card. At your request, SCO, directly or at SCO's discretion, through its local authorized representative, will provide you with such Updates, subject to the additional charges that SCO or its authorized representative may establish. Such an Update may be used only on the Designated Computer. This Section will not be interpreted to require SCO to (i) develop and release Updates or (ii) customize the Updates to satisfy your particular requirements. The Updates will not include any new products that SCO decides to make generally available as a separately priced upgrade or option.

THE SANTA CRUZ OPERATION

CONTRATTO DI LICENZA SOFTWARE

LEGGETE ATTENTAMENTE TUTTI I TERMINI E LE CONDIZIONI DEL PRESENTE CONTRATTO PRIMA DI APRIRE IL PACCHETTO DEI DISCHETTI SOFTWARE. L'APERTURA DEL PACCHETTO DISCHETTI EQUIVALE AL RICONOSCIMENTO DI AVER LETTO ED INTESO IL PRESENTE CONTRATTO E DI AVER CONSENTITO A RIMANERE OBBLIGATI A TUTTI I SUOI TERMINI E CONDIZIONI.

1. CONCESSIONE

La Santa Cruz Operation Inc. ("SCO") con il presente atto vi concede, e voi con il presente atto accettate dalla SCO, il diritto perpetuo, non esclusivo e non transferibile, di utilizzare i prodotti software descritti nell'art. 2 sulle macchine designate descritte nell'art. 3, nei termini e alle condizioni del presente Contratto.

2. PRODOTTI

"Prodotti" significa (i) la versione del codice oggetto leggibile dalla macchina (machine-readable object code) del software della SCO o dei suoi licenzianti contenuta nel pacchetto dischetti, sia essa inserita nel disco, sul nastro o su altro supporto (il "Software"), (ii) i manuali d'uso e la documentazione che sono resi disponibili per il Software (la "Documentazione"), (iii) gli aggiornamenti o revisioni del Software o della Documentazione che eventualmente riceviate (gli "Aggiornamenti") e (iv) qualsiasi copia del Software, Documentazione o Aggiornamento. Nulla nel presente Contratto vi autorizzerà ricevere il codice di origine (source code) del Software o degli Aggiornamenti, né in tutto né in parte.

3. MACCHINA DESIGNATA

"Macchina Designata" significa la singola macchina costituente l'unità di elaborazione sulla quale caricherete il Software e ogni relativo Aggiornamento. Dovrete indicare il produttore ed il numero di serie della Macchina Designata sulla Carta di Registrazione Cliente contenuta nel pacchetto del Prodotto (la "Carta di Registrazione") e restituire la Carta di Registrazione all'indirizzo indicato sulla stessa. Potrete utilizzare il Software e ogni Aggiornamento soltanto sulla Macchina Designata e durante il periodo in cui possederete e opererete la Macchina Designata. Qualora la Macchina Designata diventi temporaneamente inoperativa, potrete caricare ed utilizzare il Software e ogni relativo Aggiornamento su un'altra delle vostre macchine fino a quando la Macchina Designata diventi operativa, ma l'utilizzo permanente su tale altra macchina richiederà la previa autorizzazione di SCO.

4. USO

Potrete usare i Prodotti soltanto per operazioni commerciali e scopi interni. Non potrete utilizzare il Software o qualsiasi relativo Aggiornamento come base dati remota (remote database) o come servizio archivio (file-server) o come qualsiasi altro sistema multiutente a meno che il Prodotto venga identificato diversamente da "versione mono-utenti" ("single-user version"), nel qual caso la Macchina Designata potrà essere usata per fornire informazioni base a distanza (remote database), archivio (file) o servizi multiuso ad altre vostre macchine o a terminali multipli rigorosamente come descritto nella Documentazione. Potrete fare copie aggiuntive del Software e di ogni relativo Aggiornamento esclusivamente per scopi interni di supporto. Dovrete inserire tutti gli avvisi di segretezza e di proprietà intellettuale su ciascun elemento. Non potrete altrimenti copiare, tradurre, modificare, adattare, decompilare, scomporre o combinare all'inverso i Prodotti.

5. GARANZIE

AD ECCEZIONE DELLA LIMITATA GARANZIA DA PARTE DI SCO PREVISTA DAL PRESENTE CONTRATTO, O DI QUANTO DIVERSAMENTE ED ESPRESSAMENTE PREVISTO DA ACCORDO SEPARATO CON SCO O IL VOSTRO FORNITORE, QUALSIASI TIPO DI GARANZIA, CONDIZIONE, DICHIARAZIONE, INDENNITÀ O SIMILI RELATIVA AI PRODOTTI, SIAESSA ESPRESSA O IMPLICITA, DERIVANTE DALLA LEGGE, DAGLI USI, DA PRECEDENTI DICHIARAZIONI ORALI O SCRITTE DI SCO, O DEI SUOI LICENZIANTI O RAPPRESENTANTI O ALTRI (COMPRESA, MA SENZA LIMITAZIONE ALCUNA, QUALSIASI TIPO DI GARANZIA DI COMMERCIALIZZABILITÀ O DI ADATTABILITÀ A USI SPECIFICI) È CON IL PRESENTE ATTO ESCLUSA, SOPPRESSA E RINUNCIATA.

6. NO DANNI INDIRETTI

IN NESSUN CASO SCO O LE SUE CONSOCIATE O I SUOI LICENZIANTI SARANNO RESPONSABILI PER DANNI INDIRETTI, CONSEGUENZIALI, SPECIALI, O INCIDENTALI, O RISARCIMENTI DI NATURA SANZIONATORIA, SIANO ESSI PREVEDIBILI O IMPREVEDIBILI, BASATI SU PRETESE VOSTRE O DEI VOSTRI CLIENTI (COMPRESA MA SENZA LIMITAZIONE ALCUNA, PRETESE PER PERDITA DI DATI, AVVIAMENTO, PROFITTI, UTILIZZO DI MONETA O UTILIZZO DEI PRODOTTI, INTERRUZIONE NELL'USO O NELLA DISPONIBILITÀ DI DATI, INTERRUZIONE DI ALTRO LAVORO O DETERIORAMENTO DI ALTRI CESPITI), DERIVANTI DALLA VIOLAZIONE O INADEMPIMENTO DI GARANZIE, ESPRESSE O IMPLICITE, DA INADEMPIMENTO AL CONTRATTO, FALSE DICHIARAZIONI, NEGLIGENZA, RESPONSABILITÀ OGGETTIVA PER DIFETTO DI PRODOTTO, EXTRACONTRATTUALE E NON, ECCETTO SOLTANTO PER IL DANNO ALLA PERSONA E NEI CASI E NEI LIMITI IN CUI LA LEGGE APPLICABILE LO RICHIEDA. IN NESSUN CASO LA RESPONSABILITÀ TOTALE DI SCO O DELLE SUE CONSOCIATE O DEI SUOI LICENZIANTI DERIVANTE DA QUALSIASI AZIONE O PROCEDIMENTO POTRÀ ESSERE SUPERIORE ALL'AMMONTARE TOTALE DA VOI EFFETTIVAMENTE PAGATO PER IL PRODOTTO SPECIFICO CHE HA DIRETTAMENTE CAUSATO IL DANNO.

7. PROPRIETÀ

Tutti i marchi, marchi di servizio, brevetti, diritti d'autore, segreti commerciali e ogni altro diritto di proprietà industriale su, o relativo ai, Prodotti è e rimarrà di esclusiva proprietà di SCO o dei suoi licenzianti, sia o meno riconosciuto o protetto dalla legislazione locale applicabile. Non acqueristerete alcun diritto sui Prodotti ad eccezione del limitato diritto di utilizzo come previsto dal presente Contratto. Inoltre, date atto che i Prodotti incorporano informazioni confidenziali di proprietà di SCO e dei suoi licenzianti e vi impegnate a prendere ogni ragionevole misura per proteggere tali informazioni confidenziali.

8. DURATA

Avrete il diritto di terminare il presente Contratto, senza diritto di rimborso, mediante notifica a SCO di tale intenzione. SCO potrà terminare il presente Contratto, mediante ragionevole preavviso e senza alcuna dichiarazione giudiziale o amministrativa, qualora voi o alcuno dei vostri impiegati o consulenti violi qualsiasi termine o condizione dello stesso. In seguito a risoluzione del presente Contratto per qualsiasi motivo, tutti i diritti a voi concessi in base allo stesso termineranno, e voi dovete immediatamente (i) eliminare il Software e ogni relativo Aggiornamento da tutte le vostre macchine e sistemi, mezzi di immagazzinaggio e altri archivi, (ii) distruggere i Prodotti e qualsiasi copia degli stessi, e (iii) rilasciare a SCO una dichiarazione giurata checertifichi che avete adempiuto a tali obblighi relativi alla risoluzione del Contratto.

9. LIMITAZIONI ALL'ESPORTAZIONE

Voi date atto che i Prodotti e qualsiasi informazione tecnica, documentazione e materiale ad essi relativi, sono soggetti al controllo all'esportazione in base alle U.S. Export Administration Regulations e ai regolamenti all'esportazione dialtri paesi. Non potrete riesportare i Prodotti o qualsiasi informazione tecnica, documentazione o materiale ad essi relativi, salvo che abbiate ottenuto appropriata autorizzazione da parte del U.S. Commerce Department e di ogni altra rilevante autorità governativa.

10. CESSIONE

Fatto salvo quanto previsto nell'art. 9, potrete cedere il presente Contratto e trasferire i Prodotti a terzi in modo permanente ma soltanto a condizione che mandate immediatamente a SCO una dichiarazione giurata sottoscritta da voi e dal cessionario che (i) indichi il nome e indirizzo del cessionario, (ii) identifichi il produttore e il numero di serie del sistema di macchine su cui il vostro cessionario caricherà e utilizzerà il Software e ogni relativo Aggiornamento, (iii) dia atto che il vostro cessionario adempirà a tutti i termini e condizioni del presente Contratto e (iv) certifichi che avete adempiuto al punto (i) dell'art. 8 e non avete conservato nessun Prodotto o copie dello stesso. Fatto salvo quanto previsto precedentemente, non potrete cedere, trasferire, dare in licenza, dare in pegno o altrimenti trasmettere o imporreoneri sui Prodotti, il presente Contratto o i vostri diritti e obblighi derivanti dallo stesso senza la preventiva approvazione di SCO.

11. VARIE

Tutte le comunicazioni e le autorizzazioni previste o permesse dal presente Contratto dovranno essere fatte per iscritto. Qualsiasi rinuncia o modifica al presente Contratto non sarà efficace a meno che non venga fatta per iscritto e sottoscritta da SCO. Il presente Contratto sarà vincolante per i vostri aventi causa. Esso è regolato dalla legge dello stato di California, U.S.A. Qualora una qualsiasi delle disposizioni del presente Contratto venga dichiarata inefficace, in tutto o in parte, tale dichiarazione non comprometterà la validità delle altre disposizioni del Contratto. Qualora voi siate un utilizzatore finale del governo americano, la licenza viene concessa soggetta alle disposizioni previste per il U.S. Government End-User quali indicate nella Documentazione, che si considerano facenti parte integrante del presente Contratto. In caso di incompatibilità tra il presente Contratto e ogni altro contratto ad esso relativo tra SCO e voi, prevarranno le disposizioni del presente Contratto.

GARANZIA LIMITATA DI SCO

SCO garantisce che, al momento del ricevimento dei Prodotti e per il successivo periodo di 90 giorni di calendario, i supporti su cui il Software è riportato saranno esentida difetti di materiale e fabbricazione in condizioni di uso normale. SCO non garantisce che (i) il Software e ogni relativo Aggiornamento sarà esente da difetto, (ii) i Prodotti soddisferanno tutte le vostre esigenze o (iii) l'uso dei Prodotti sarà ininterrotto ed esente da errore.

In caso di violazione della garanzia o di ogni altra obbligazione relativa alla qualità dei Prodotti, dovete, a vostre spese e non oltre 10 giorni dal termine del periodo di garanzia, restituire i Prodotti a SCO o al suo rappresentante locale autorizzato, insieme ad una copia della Prova datata di Acquisto. SCO o il suo rappresentante vi sostituiranno ogni supporto difettoso oppure, ove ciò non sia praticabile, potranno terminare il presente Contratto e rimborsarvi l'ammontare pagato per i Prodotti. Voi date atto che il rimedio previsto dal presente articolo è per voi esclusivo e che esclusiva è altresì la responsabilità della SCO da esso prevista per violazione della garanzia o di ogni altro obbligo relativo alla qualità dei Prodotti.

MANUTENZIONE A DISCREZIONE DI SCO

SCO potrà, a sua discrezione, darvi comunicazione di Aggiornamenti che SCO potrà periodicamente rendere disponibili in generale per il Software, ma soltanto se voi avrete completato e restituito la Carta di Registrazione. A vostra richiesta, SCO o, a discrezione di SCO, un suo rappresentante locale autorizzato, vi fomiranno tali Aggiornamenti, al costo aggiuntivo che SCO o il rappresentante autorizzato stabiliranno. Tali Aggiornamenti potranno essere usati solamente sulla Macchina Designata. Il presente articolo non potrà essere interpretato in modo tale da imporre a SCO l'obbligo di (i) sviluppare o rilasciare Aggiornamenti o (ii) adattare gli Aggiornamenti in modo da soddisfare le vostre particolari esigenze. Gli Aggiornamenti non comprendono alcun nuovo Prodotto che SCO decida di rendere generalmente disponibile come opzione o miglioramento soggetto a prezzo separato.

THE SANTA CRUZ OPERATION

CONTRAT DE LICENCE DE LOGICIEL

VEUILLEZ LIRE ATTENTIVEMENT LES TERMES ET CONDITIONS DU PRESENT CONTRAT AVANT D'OUVRIR L'ENVELOPPE OU LA BOITE CONTENANT LE LOGICIEL. EN OUVRANT CETTE BOITE OU ENVELOPPE, VOUS RECONNAISSEZ AVOIR LU CE CONTRAT ET LE COMPRENDRE ET VOUS ACCEPTEZ D'ETRE LIE PAR SES TERMES ET CONDITIONS.

1. CONCESSION DE LICENCE

The Santa Cruz Operation, Inc. ("SCO") vous concède, ce que vous acceptez, le droit non-exclusif et non-transférable d'utiliser, dans les termes et conditions du présent Contrat, pendant une durée indéterminée, les Produits logiciels décrits à l'Article 2, sur l'ordinateur désigné, décrit à l'Article 3.

2. PRODUITS

Le terme "Produits" désigne (i) la version code objet lisible en machine du logiciel de SCO, ou de ses concédants, contenue dans la boîte ou l'enveloppe, qu'il soit enregistré sur disquettes, bande magnétique ou sur tout autre support (le "Logiciel"), (ii) les manuels et la documentation d'utilisation fournis avec le Logiciel (la "Documentation"), (iii) les mises-à-jour ou révisions du Logiciel ou de la Documentation que vous pourriez recevoir (les "Mises-à-Jour") et (iv) toutes copies du Logiciel, de la Documentation ou des Mises-à-Jour. Aucune disposition du présent Contrat ne pourra vous donner accès, totalement ou partiellement, au code source du Logiciel ou des Mises-à-Jour.

3. ORDINATEUR DESIGNÉ

"Ordinateur Désigné" signifie l'unique unité centrale sur laquelle vous chargerez et utiliserez le Logiciel et toutes Mises-à-Jour y relatives. Vous devrez spécifier le fabricant et le numéro de série de l'Ordinateur Désigné sur la Fiche d'Enregistrement Client qui se trouve dans la boîte contenant les Produits (la "Fiche d'Enregistrement") et retourner la Fiche d'Enregistrement à l'adresse indiquée. Vous ne pourrez utiliser le Logiciel et toutes Mises-à-Jour y relatives que sur l'Ordinateur Désigné pendant que l'Ordinateur Désigné est en votre possession et que vous le faites fonctionner. En cas de non-fonctionnement temporaire de l'Ordinateur Désigné, vous pourrez charger et utiliser le Logiciel et toutes Mises-à-Jour y relatives sur l'un de vos autres ordinateurs, jusqu'à ce que l'Ordinateur Désigné fonctionne à nouveau, étant entendu que toute utilisation à titre permanent sur cet autre ordinateur devra recevoir l'autorisation préalable de SCO.

4. UTILISATION

Vous ne pourrez utiliser les Produits que pour vos besoins internes et dans le cadre de vos affaires. Vous ne pourrez pas utiliser le Logiciel et toutes Mises-à-Jour y relatives en tant que base de données ou serveur de fichiers à distance ou sur tout autre système multi-utilisateurs, sauf si le Produit est identifié en tant que "version à utilisateur unique"; dans ce cas, l'Ordinateur Désigné pourra être utilisé pour fournir une base de données ou un service de fichiers à distance ou d'autres services à utilisateurs multiples à d'autres ordinateurs en réseau ou à plusieurs terminaux, strictement de la manière décrite dans la Documentation. Vous ne pourrez effectuer des copies supplémentaires du Logiciel et de toutes Mises-à-Jour y relatives que pour des besoins de sauvegarde internes. Vous devrez reproduire toutes les mentions relatives à la confidentialité et aux droits de propriété sur chacun des Produits. Vous ne pourrez pas copier, traduire, modifier, adapter, décompiler, désassembler ou désosser les Produits.

5. GARANTIES

A L'EXCEPTION DE LA GARANTIE LIMITEE DE SCO DECRITE CI-DESSOUS, OU AUTREMENT EXPRESSEMENT PREVUE DANS UN CONTRAT SEPARÉ AVEC SCO OU VOTRE FOURNISSEUR, TOUTES GARANTIES, CONDITIONS, DECLARATIONS ET INDEMNISATIONS RELATIVES AUX PRODUITS, EXPRESSES OU IMPLICITES, EN VERTU D'UNE LOI, D'UNE COUTUME, DE DECLARATIONS ANTERIEURES, ECRITES OU ORALES PAR SCO, SES CONCEDANTS OU REPRESENTANTS OU AUTRES (Y COMPRIS, NOTAMMENT, TOUTE GARANTIE DE COMMERCIALITE OU DE CONVENANCE A UN USAGE PARTICULIER) SONT EXPRESSEMENT EXCLUES.

6. EXCLUSION DES DOMMAGES INDIRECTS

EN AUCUN CAS LA RESPONSABILITE DE SCO, OU DE SES SOCIETES APPARENTEES OU CONCEDANTS, NE POURRA ETRE ENGAGEE POUR TOUT DOMMAGE INDIRECT, CONSECUTIF, SPECIAL OU INCIDENT, PREVISIBLE OU IMPREVISIBLE, OU EN CAS DE CLAUSE PENALE, BASE SUR VOS ACTIONS OU CELLES DE VOS CLIENTS (Y COMPRIS, SANS LIMITATIONS, POUR TOUTE ACTION EN CAS DE PERTE DE DONNEES, DE CLIENTELE, DE PROFITS, D'UTILISATION DE L'ARGENT OU DES PRODUITS, D'INTERRUPTION DANS L'UTILISATION OU LA DISPONIBILITE DES DONNEES, DE CESSATION DE TOUT AUTRE TRAVAIL OU DE DIMINUTION D'AUTRES ACTIFS), RESULTANT D'UNE VIOLATION OU DU DEFAUT D'UNE GARANTIE EXPRESSE OU IMPLICITE, D'UNE VIOLATION DU CONTRAT, D'UNE DECLARATION ERRONEE, D'UNE NEGLIGENCE, D'UNE RESPONSABILITE SANS FAUTE, DELICTUELLE OU AUTRE, SAUF EN CAS DE DOMMAGE CORPOREL, LORSQUE ET DANS LA MESURE OU LA LOI APPLICABLE EXIGE UNE TELLE RESPONSABILITE. EN AUCUN CAS, LA RESPONSABILITE TOTALE DE SCO, OU DE SES SOCIETES APPARENTEES OU CONCEDANTS, DANS TOUTES ACTIONS OU PROCEDURES, NE POURRA EXCEDER LE MONTANT TOTAL EFFECTIVEMENT PAYE PAR VOUS POUR LE PRODUIT EN QUESTION DIRECTEMENT A L'ORIGINE DU DOMMAGE.

7. DROITS DE PROPRIETE

Toutes marques, marques de service, brevets, droits d'auteur, secrets commerciaux et autres droits de propriété sur ou relatifs aux Produits sont et demeureront la

propriété exclusive de SCO ou de ses concédants, qu'ils soient ou non spécifiquement reconnus ou aient fait l'objet de toute les formalités requises, en vertu de la loi locale applicable. Vous ne pourrez acquérir aucun droit sur les Produits, sauf les droits d'utilisation limités spécifiés au présent Contrat. Vous reconnaissez en outre que les Produits contiennent des informations confidentielles qui sont la propriété de SCO ou de ses concédants et vous acceptez de prendre toutes mesures raisonnables afin de protéger la confidentialité de ces informations.

8. RESILIATION

Vous pourrez mettre fin au présent Contrat, sans aucun droit à remboursement, en notifiant votre décision à SCO. SCO pourra résilier ce Contrat de plein droit, en respectant un préavis raisonnable et sans qu'il soit besoin de procéder à une quelconque formalité judiciaire ou administrative, si vous ou l'un quelconque de vos employés ou consultants commettez une violation de l'une quelconque des dispositions du présent Contrat. En cas de cessation du présent Contrat pour quelque raison que ce soit, tous les droits qui vous auront été concédés en vertu de ce Contrat cesseront et vous devrez promptement (i) éliminer le Logiciel et toutes Mises-à-Jour y relatives de tous vos ordinateurs, supports d'information et autres fichiers, (ii) détruire les Produits et toutes copies y relatives et (iii) remettre à SCO une déclaration écrite sur l'honneur certifiant que vous vous êtes conformé à ces obligations en cas de résiliation.

9. RESTRICTIONS A L'EXPORTATION

Vous reconnaissez que les Produits et toutes informations techniques y relatives, documents et matériels sont soumis au contrôle de la destination finale en vertu des Règlements d'Exportation de l'Administration américaine et des réglementations à l'exportation d'autres pays. Vous vous interdisez de réexporter les Produits ou toute information technique y relative, document ou matériel, sauf si vous avez obtenu une autorisation appropriée du Ministère du Commerce américain et de toute autre autorité gouvernementale compétente.

10. TRANSFERT

Sous réserve de l'Article 9, vous pourrez céder ce Contrat et transférer définitivement les Produits à un tiers, mais uniquement à condition que vous adressiez promptement à SCO une déclaration sur l'honneur signée par vous et votre cessionnaire qui (i) indique le nom et l'adresse de votre cessionnaire, (ii) identifie le fabricant et le numéro de série de l'ordinateur sur lequel votre cessionnaire chargera et utilisera le Logiciel et toutes Mises-à-Jour y relatives, (iii) reconnaisse que votre cessionnaire se conformera aux termes et conditions de ce Contrat et (iv) certifie que vous vous êtes conformé aux dispositions de l'alinéa (i) de l'Article 8 et que vous n'avez pas gardé l'un quelconque des Produits ou copies y relatives. Sous réserve de ce qui précède, vous ne pourrez pas céder, sous-licencier, louer, mettre en gage ou autrement transférer ou grever d'une quelconque charge les Produits, ce Contrat ou vos droits ou obligations en vertu des présentes, sans l'autorisation préalable de SCO.

11. DIVERS

Toute notification ou autorisation requise ou permise en vertu de ce Contrat devra être écrite. Toute renonciation ou modification de ce Contrat ne deviendra effective que si passée sous la forme écrite et signée par SCO. Ce Contrat liera vos successeurs et ayants droit. Ce Contrat est régi par les lois de l'état de Californie, Etats-Unis d'Amérique. Si l'une quelconque des dispositions du présent Contrat est déclarée invalide, totalement ou partiellement, cette constatation n'affectera pas la validité des autres dispositions de ce Contrat. Si vous êtes un utilisateur final faisant partie du Gouvernement américain, cette licence vous est concédée sous réserve des dispositions relatives aux Utilisateurs Finaux faisant partie du Gouvernement américain et contenues dans la Documentation, mentionnées aux présentes pour référence. En cas de contradiction entre ce Contrat et tout autre contrat y relatif entre SCO et vous, les dispositions du présent Contrat prévaudront.

GARANTIE LIMITEE DE SCO

SCO garantit que, dès réception des Produits et pendant une durée de quatre-vingt-dix (90) jours calendaires, le support sur lequel le Logiciel est enregistré sera exempt de tout défaut de main d'œuvre ou de fabrication, dans des conditions normales d'utilisation. SCO ne garantit pas que (i) le Logiciel et toutes Mises-à-Jour y relatives seront exempts de défauts, (ii) que les Produits répondront à toutes vos exigences ou que (iii) l'utilisation des Produits sera ininterrompue ou dénuée d'erreur.

En cas de violation de la garantie ou pour toute obligation concernant la qualité des Produits, vous devrez retourner les Produits, à vos frais et au plus tard dans les dix (10) jours suivant l'expiration de la période de garantie, et les adresser à SCO ou à son représentant local agréé, avec une copie de votre Preuve d'Achat comportant la date d'achat. SCO ou son représentant remplacera tout support défectueux ou, si cette solution n'est pas pratique, pourra mettre fin à ce Contrat et vous rembourser du montant payé pour les Produits. Vous reconnaissez que le présent Article décrit votre seule possibilité de recours et l'unique responsabilité de SCO, en cas de violation de la garantie ou pour toute autre obligation relative à la qualité des Produits.

MAINTENANCE FACULTATIVE DE SCO

SCO se réserve le pouvoir discrétionnaire de vous faire part des Mises-à-Jour que SCO pourra publier périodiquement pour le Logiciel, sous réserve toutefois que vous complétiez et retourniez la Fiche d'Enregistrement. Sur demande, SCO vous fournira ces Mises-à-Jour, sous réserve du paiement des frais supplémentaires que SCO ou son représentant agréé pourra établir. Cette Mise-à-Jour ne pourra être utilisée que sur l'Ordinateur Désigné. En aucun cas le présent Article ne pourra être interprété comme obligeant SCO à (i) développer et publier des Mises-à-Jour ou (ii) adapter les Mises-à-Jour à vos besoins particuliers. Les Mises-à-Jour ne comprendront pas les produits nouveaux que SCO déciderait de commercialiser séparément en tant qu'amélioration ou option.

THE SANTA CRUZ OPERATION

SOFTWARE-LIZENZVERTRAG

ALLE BESTIMMUNGEN DIESES VERTRAGES SIND VOR ÖFFNEN DES SOFTWARE-DISKETTENPAKETES SORGFÄLTIG ZU LESEN. DURCH ÖFFNEN DES DISKETTENPAKETES BESTÄTIGEN SIE, DIESEN VERTRAG GELESEN UND VERSTANDEN ZU HABEN, UND SIE VERPFLICHTEN SICH, DIE DARIN ENTHALTENEN BESTIMMUNGEN EINZUHALTEN:

1. LIZENZERTEILUNG

The Santa Cruz Operation, Inc. ("SCO") erteilt Ihnen hiermit und Sie nehmen hiermit von SCO das nicht ausschließliche und nicht übertragbare Dauerrecht an, die in Abschnitt 2 beschriebenen Software-Produkte für den in Abschnitt 3 beschriebenen Bestimmungscomputer gemäß den Bestimmungen dieses Vertrages zu benutzen.

2. PRODUKTE

"Produkte" bezeichnet (i) die in dem Diskettenpaket enthaltene maschinenlesbare Objektcode-Version der Software von SCO oder ihren Lizenzgebern auf Diskette, Band oder anderen Datenträgern (die "Software"), (ii) die veröffentlichten Benutzerhandbücher und Unterlagen, die SCO für die Software zur Verfügung stellt (die "Unterlagen"), (iii) die Updates oder Änderungen der Software oder der Unterlagen, die Sie gegebenenfalls erhalten (die "Updates") sowie (iv) Kopien von Software, Unterlagen oder Updates. Dieser Vertrag beinhaltet nicht das Recht auf vollständigen oder teilweisen Erhalt des Quellcodes für die Software oder Updates.

3. BESTIMMUNGSCOMPUTER

"Bestimmungscomputer" bezeichnet diejenige Rechereinheit, auf der Sie die Software und etwaige Updates derselben laden und benutzen. Hersteller- und Seriennummer des Bestimmungscomputers sind von Ihnen auf der in dem Diskettenpaket enthaltenen Kundenregistrierkarte (die "Registrierkarte") anzugeben, und die Registrierkarte ist an die auf ihr angegebene Adresse zurückzusenden. Die Verwendung der Software und etwaiger Updates derselben ist nur auf dem Bestimmungscomputer und nur so lange gestattet, wie Sie den Bestimmungscomputer besitzen und betreiben. Ist der Bestimmungscomputer zeitweilig nicht betriebsfähig, so dürfen Sie die Software und etwaige Updates derselben auf einen Ihrer anderen Computer laden und solange benutzen, bis der Bestimmungscomputer wieder betriebsfähig ist; jedoch erfordert die Dauerbenutzung auf einem solchen anderen Computer die vorherige Genehmigung von SCO.

4. BENUTZUNG

Die Benutzung der Produkte ist nur für Ihre eigenen internen Zwecke und Ihren Geschäftsbetrieb gestattet. Die Verwendung der Software und etwaiger Updates derselben als Fern-Datenbank oder File Server oder auf irgendeinem anderen "Multi-User" System ist nur gestattet, wenn das Produkt eine andere Bezeichnung als "Single-User Version" trägt. In dem Fall kann der Bestimmungscomputer als Fern-Datenbank, File oder sonstiger Multi-User Server für andere Ihrer Computer oder für eine Vielzahl von Bildschirmarbeitsplätzen in einem Rechnernetz eingesetzt werden. Die Erstellung zusätzlicher Kopien der Software und etwaiger Updates derselben ist ausschließlich für interne Datensicherungszwecke gestattet. Alle Vertraulichkeits- und Eigentumsvermerke sind auf jedem dieser Gegenstände genau wiederzugeben. Anderweitiges Kopieren, Übersetzen, Ändern, Anpassen, Dekompilieren, Disassemblieren oder Übersetzen der Produkte ist nicht gestattet.

5. GEWÄHRLEISTUNG

VORBEHALTLICH DER AUSDRÜCKLICH WEITER UNTEN BESCHRIEBEN ODER IN EINEM SEPARATEN VERTRAG MIT SCO ODER IHREM LIEFERER VORGESEHENEN BESCHRÄNKTEN GEWÄHRLEISTUNGEN SIND ALLE AUSDRÜCKLICHEN ODER KONKLUDENTEN GEWÄHRLEISTUNGEN, BEDINGUNGEN, ZUSICHERUNGEN, FREISTELLUNGSERKLÄRUNGEN UND GARANTIEEN IN BEZUG AUF DIE PRODUKTE, DIE SICH AUS GESETZ, GEPFLOGENHEITEN, FRÜHEREN MÜNDLICHEN ODER SCHRIFTLICHEN AUSFÜHRUNGEN VON SCO, DEREN LIZENZGEBERN ODER VERTRETERN ODER ANDERWEITIG ERGEBEN (EINSCHLIESSLICH, ABER NICHT BESCHRÄNKT AUF GEWÄHRLEISTUNG DER KOMMERZIELLEN VERWERTBARKEIT BZW. DER GEBRAUCHSFÄHIGKEIT FÜR BESTIMMTE ZWECKE) HIERMIT AUSGESCHLOSSEN.

6. HAFTUNGSAUSSCHLUSS FÜR FOLGESCHÄDEN

UNTER KEINEN UMSTÄNDEN HAFTEN SCO, IHRE VERBUNDENEN GESELLSCHAFTEN ODER IHRE LIZENZGEBER FÜR FOLGESCHÄDEN, MITTELBAREN, ATYPISCHEN, BEILÄUFIGEN SCHADEN ODER TATSÄCHLICHEN SCHADEN ODER FÜR STRAFSCHADENSERSATZ, OB VORAUSSIEHBAR ODER NICHT VORAUSSIEHBAR, FÜR DEN SIE ODER IHRE KUNDEN EINE FORDERUNG GELTEND MACHEN (EINSCHLIESSLICH, ABER NICHT BESCHRÄNKT AUF FORDERUNGEN WEGEN ENTGANGENEN GEWINNS, FINANZIELLEN ODER PRODUKTNUTZUNGS-AUSFALLS, UNTERBRECHUNG IN DER BENUTZUNG ODER VERFÜGBARKEIT VON DATEN, DES VERLUSTS VON DATEN, GOODWILL, UNTERBRECHUNG ANDERWEITIGER ARBEIT ODER SCHÄDIGUNG ANDERER VERMÖGENSWERTE) UND DIE SICH AUS VERLETZUNG ODER NICHTERFÜLLUNG EINER AUSDRÜCKLICHEN ODER KONKLUDENTEN GEWÄHRLEISTUNG, VERTRAGSBRUCH ODER NICHTERFÜLLUNG, IRREFÜHRUNG, FAHRLÄSSIGKEIT, GEFÄHRDUNGSHAFTUNG ODER ANDERWEITIG ERGEBEN, ES SEI DENN, ES HANDELT SICH UM PERSONENSCHADEN, SOFERN UND SOWEIT DAS ANWENDBARE RECHT EINE DERARTIGE HAFTUNG VORSCHREIBT. IN ALLEN FÄLLEN

IST DIE SCHADENSERSATZPFLICHT VON SCO, IHREN VERBUNDENEN GESELLSCHAFTEN ODER IHREN LIZENZGEBERN IM RAHMEN EINER ETWAIKEN KLAGE ODER EINES ETWAIKEN VERFAHRENS AUF DEN VON IHNEN GELEISTETEN GESAMTBETRAG FÜR DAS JEWEILIGE PRODUKT BESCHRÄNKT, DAS DEN SCHADEN UNMITTELBAR VERURSACHT HAT.

7. EIGENTUM

Alle Warenzeichen, Dienstleistungsmarken, Patentrechte, Urheberrechte, Geschäftsgeheimnisse und andere Eigentumsrechte an oder im Zusammenhang mit den Produkten sind und bleiben ausschließliches Eigentum von SCO bzw. deren Lizenzgebern, gleich ob sie nach örtlich anwendbarem Recht anerkannt oder eingetragen sind oder nicht. Sie erwerben über die in diesem Vertrag aufgeführten beschränkten Benutzerrrechte hinaus keinerlei Rechte an den Produkten. Sie erkennen an, daß die Produkte vertrauliche Informationen und Geschäftsgeheimnisse von SCO und ihren Lizenzgebern enthalten. Sie verpflichten sich, alle zumutbaren Schritte zum Schutz der Vertraulichkeit dieser Informationen und Geheimnisse zu ergreifen.

8. KÜNDIGUNG

Sie können diesen Vertrag ohne Recht auf Erstattung durch eine entsprechende Benachrichtigung an SCO kündigen. SCO kann diesen Vertrag mit angemessener Kündigungsfrist und ohne gerichtliche oder behördliche Aufhebung kündigen, falls die Verletzung einer Vertragsbedingung durch Sie oder einen Ihrer Angestellten oder Berater vorliegt. Nach Beendigung dieses Vertrages, aus welchem Grund auch immer, erlöschen alle Ihre Rechte gemäß diesem Vertrag, und Sie sind verpflichtet, unverzüglich (i) die Software und alle Updates derselben aus Ihrem Computersystem, von Ihren Datenträgern und aus anderen Dateien zu löschen, (ii) die Produkte und alle Kopien derselben zu vernichten und (iii) eine eidesstattliche Versicherung an SCO abzugeben, die bestätigt, daß Sie diese Kündigungsbestimmungen eingehalten haben.

9. EXPORTBESCHRÄNKUNGEN

Sie erkennen hiermit an, daß die Produkte und alle damit zusammenhängenden technischen Informationen, Unterlagen und Materialien der Exportkontrolle gemäß den U.S. Ausfuhrbestimmungen ("U.S. Export Administration Regulations") und den Ausfuhrbestimmungen anderer Länder unterliegen. Eine Wiederausfuhr der Produkte und aller damit zusammenhängenden technischen Informationen, Unterlagen und Materialien ist nur nach Erhalt der entsprechenden Genehmigungen des U.S. Commerce Department und anderer zuständiger behördlichen Stellen zulässig.

10. ÜBERTRAGUNG

Vorbehaltlich von Abschnitt 9 haben Sie das Recht, diesen Verträgen einen Dritten abzutreten und ihm die Produkte zu übereignen, allerdings unter der Voraussetzung, daß Sie SCO unverzüglich einen von Ihnen und Ihrem Rechtsnachfolger unterzeichnete eidesstattliche Versicherung senden, die (i) Namen und Adresse Ihres Rechtsnachfolgers enthält, (ii) den Hersteller und die Seriennummer des Computersystems angibt, auf dem Ihr Rechtsnachfolger die Software und etwaige Updates derselben laden und benutzen wird, (iii) bestätigt, daß Ihr Rechtsnachfolger sich an die Bestimmungen dieses Vertrages halten wird, und (iv) bestätigt, daß Sie die Bedingungen (i) des Abschnitts 8 erfüllt und keine Produkte oder Kopien derselben zurückbehalten haben. Vorbehaltlich der vorangegangenen Bestimmungen ist es Ihnen nicht gestattet, die Produkte, diesen Vertrag oder Ihre Rechte oder Pflichten gemäß diesem Vertrag ohne die vorherige Genehmigung von SCO zu übertragen, in Unterlizenz weiterzugeben, zu vermieten, zu verpfänden oder anderweitig abzutreten oder dinglich zu belasten.

11. ALLGEMEINES

Alle gemäß diesem Vertrag erforderlichen oder erlaubten Benachrichtigungen oder Genehmigungen bedürfen der Schriftform. Ein Verzicht im Zusammenhang mit diesem Vertrag oder eine Änderung dieses Vertrages ist nur wirksam, wenn er bzw. schriftlich vorgenommen und von SCO unterzeichnet ist. Dieser Vertrag ist auch für Ihre etwaigen Rechtsnachfolger verbindlich. Dieser Vertrag unterliegt dem Recht des Staates Kalifornien/USA. Die vollständige oder teilweise Unwirksamkeit einer Bestimmung dieses Vertrages berührt die Gültigkeit der übrigen Bestimmungen des Vertrages nicht. Falls Sie ein Anwender aus dem Bereich der U.S. Regierung sind, erfolgt die Erteilung dieser Lizenz gemäß der in den Unterlagen enthaltenen "U.S. Government End-User Provisions", die hiermit zum Bestandteil dieses Vertrages erklärt werden. Soweit die Bestimmungen eines anderen Vertrages zwischen Ihnen und SCO von den Bestimmungen dieses Vertrages abweichen, haben die Bestimmungen dieses Vertrages Vorrang.

BESCHRÄNKTE SCO-GEWÄHRLEISTUNG

SCO gewährleistet, daß die Datenträger, auf denen die Software enthalten ist, bei Erhalt der Produkte und für einen Zeitraum von 90 Kalendertagen danach bei normaler Benutzung frei von Material- und Herstellungsmängeln sind. SCO gewährleistet nicht, daß (i) die Software und alle etwaigen Updates frei von Mängeln sind, (ii) die Produkte allen Ihren Anforderungen genügen oder (iii) die Verwendung der Produkte ununterbrochen oder fehlerfrei sein wird.

Im Falle der Verletzung einer Gewährleistung oder einer anderen Pflicht bezüglich der Qualität der Produkte sind Sie verpflichtet, auf Ihre Kosten und bis spätestens 10 Tage nach Ablauf der Gewährleistungsfrist die Produkte zusammen mit einer Kopie Ihres datierten Kaufnachweises an SCO oder deren bevollmächtigten örtlichen Vertreter zurückzusenden. SCO bzw. deren Vertreter liefert einen Ersatz für mangelhafte Datenträger oder kann, falls dies nicht praktikabel ist, diesen Vertrag unter Erstattung des von Ihnen für die Produkte gezahlten Betrages beenden. Hiermit erkennen Sie an, daß dieser Abschnitt Ihre Rechte und die Haftung von SCO im Zusammenhang mit der Verletzung einer Gewährleistung oder einer anderen Pflicht bezüglich der Qualität der Produkte abschließend regelt.

OPTIONALE WARTUNG DURCH SCO

Nach Ihrem eigenen Ermessen kann SCO Sie über Updates in Kenntnis setzen, die SCO von Zeit zu Zeit allgemein für die Software zur Verfügung stellt, vorausgesetzt, Sie haben die Registrierkarte ausgefüllt und an SCO zurückgesandt. Auf Ihr Verlangen liefert SCO Ihnen über ihre örtlichen Vertreter dann solche Updates zu entsprechenden Zusatzgebühren, die SCO oder ihre autorisierten Vertreter festlegen können. Ein solches Update darf nur auf dem Bestimmungscomputer benutzt werden. Dieser Abschnitt verpflichtet SCO nicht, (i) Updates zu entwickeln und auf den Markt zu bringen oder (ii) die Updates Ihren spezifischen Anforderungen anzupassen. Die Updates umfassen nicht neue Produkte, die SCO allgemein als separat berechnete Aufrüstung oder Option anbietet.

THE SANTA CRUZ OPERATION

CONTRATO DE LICENCIAMENTO DE SOFTWARE

LEIA ATENTAMENTE OS TERMOS E CONDIÇÕES DESTE CONTRATO ANTES DE ABRIR A EMBALAGEM QUE CONTÉM O PROGRAMA DE SOFTWARE. AO ABRIR A EMBALAGEM, O USUÁRIO RECONHECE QUE LEU E COMPREENDEU ESTE CONTRATO E ACEITA SUBMETTER-SE AOS SEUS TERMOS E CONDIÇÕES

1. OUTORGA

Pelo presente Contrato, a The Santa Cruz Operation, Inc. ("SCO") outorga ao usuário e este aceita receber da SCO um direito perpétuo, não exclusivo e intransferível de utilização, no computador referido no Artigo 3, dos produtos de software descritos no Artigo 2, de acordo com os termos e condições deste Contrato.

2. PRODUTOS

O termo "Produtos" significa (i) a versão em linguagem legível por máquina do código objecto do software da SCO ou de suas afiliadas contido na embalagem, seja esta versão contida em disco, fita ou em outro meio (o "Software"), (ii) os manuais e documentação impressos, geralmente colocados à disposição para o Software (a "Documentação"), (iii) as actualizações ou revisões do Software ou da Documentação que o usuário poderá vir a receber(as "Actualizações") e (iv) qualquer cópia do Software, da Documentação ou das Actualizações. Nada neste Contrato confere ao usuário o direito a receber o código fonte do Software ou das Actualizações, no seu todo ou em parte.

3. COMPUTADOR DESIGNADO

O termo "Computador Designado" significa aquele computador e unidade singular de processamento no qual o usuário aplicará e utilizará o Software e quaisquer Actualizações correspondentes. O usuário deverá identificar o fabricante e o número de série do Computador Designado no Cartão de Registro de Clientes descrito no Artigo 5 (o "Cartão de Registro") e, em seguida, enviar o Cartão de Registro para o endereço constante do Artigo 5. O usuário apenas poderá utilizar o Software e as Actualizações no Computador Designado enquanto o Computador Designado pertencer e for utilizado pelo usuário. Se o Computador Designado ficar temporariamente inoperante, o usuário poderá aplicar e utilizar o Software e quaisquer das Actualizações em outros computadores até que o Computador Designado esteja de novo operando. Contudo, a utilização permanente em tal outro computador requererá a autorização prévia da SCO.

4. UTILIZAÇÃO

O usuário apenas poderá utilizar os Produtos nas suas operações internas e em suas operações de negócio usuais. O usuário não pode utilizar o Software e quaisquer Actualizações correspondentes como uma base de dados à distância ("remote database"), ou serviço de arquivos ("file server"), ou em qualquer outro sistema multi-usuário, salvo se o Produto estiver identificado de outra forma que não como uma versão para usuário único, caso em que o Computador Designado pode ser utilizado para fornecer base de dados e distância, ou serviços de arquivo, ou outro serviço multi-usuário para outros computadores do usuário, ou para uma rede de operações, extrinsecamente conforme definido na Documentação. O usuário poderá fazer cópias suplementares do seu Software e Actualizações correspondentes, exclusivamente para fins de segurança ("back-up"). O usuário reproduzirá todos os avisos de confidencialidade e propriedade em cada um destes itens. O usuário não pode copiar, traduzir, modificar, adaptar, decompor, desmontar ou reverter o processo de engenharia ("reverse engineer") dos Produtos.

5. GARANTIAS

EXCEPTO QUANTO A GARANTIA LIMITADA DA SCO ESTABELECIDA NESTE CONTRATO, OU À OUTRA GARANTIA ESTABELECIDA EM UM CONTRATO EM SEPARADO COM A SCO OU COM O FORNECEDOR DO USUÁRIO, TODAS AS GARANTIAS, CONDIÇÕES, DECLARAÇÕES E INDENIZAÇÕES RELATIVAS AOS PRODUTOS, EXPRESSAS OU IMPLÍCITAS, DECORRENTES DE LEI, COSTUME, PRÉVIAS DECLARAÇÕES ESCRITAS OU ORAIS DA SCO, DOS SEUS LICENCIANTES OU REPRESENTANTES OU DE OUTROS (INCLUINDO, SEM LIMITAR, QUALQUER GARANTIA DE COMERCIALIZABILIDADE OU DE APTIDÃO PARA FIM ESPECÍFICO) ENCONTRAM-SE PELA PRESENTE SUPLANTADAS, EXCLUÍDAS E RENUNCIADAS.

6. INEXISTÊNCIA DE DANOS CONSEQUENCIAIS

EM NENHUMA CIRCUNSTÂNCIA A SCO, SUAS AFILIADAS OU LICENCIANTES SERÃO RESPONSÁVEIS POR QUAISQUER DANOS CONSEQUENCIAIS, INDIRECTOS, ESPECIAIS, PUNITIVOS OU INCIDENTAIS, PREVISÍVEIS OU IMPREVISÍVEIS, COM BASE EM RECLAMAÇÕES DO USUÁRIO OU DOS SEUS CLIENTES (INCLUINDO, SEM LIMITAÇÕES, RECLAMAÇÕES POR PERDA DE INFORMAÇÕES, INTERRUPÇÃO DE OUTRAS ACTIVIDADES OU AFECÇÃO DE OUTROS ACTIVOS), DECORRENTE DE VIOLAÇÃO OU DEFICIÊNCIA DAS GARANTIAS EXPRESSAS OU IMPLÍCITAS, VIOLAÇÃO DE CONTRATO, DECLARAÇÕES FALSAS, NEGLIGÊNCIA, RESPONSABILIDADE EXTRA-CONTRATUAL RESTRICTA OU OUTRA, EXCEPTO NA EVENTUALIDADE DE PREJUÍZOS PESSOAIS, NOS CASOS E NA MEDIDA EM QUE A LEI APLICÁVEL EXIGIR TAL RESPONSABILIDADE. EM CASO ALGUM A RESPONSABILIDADE AGREGADA INCORRIDA PELA SCO, SUAS AFILIADAS OU LICENCIANTES, EM QUALQUER ACTIVIDADE OU PROCEDIMENTO, EXCEDERÁ O MONTANTE TOTAL EFECTIVAMENTE PAGO PELO USUÁRIO PELO PRODUTO ESPECÍFICO QUE DIRETAMENTE CAUSOU O PREJUÍZO.

7. PROPRIEDADE

Todas as marcas comerciais, marcas de serviço, patentes, direitos de autor, segredos de comércio e outros direitos de propriedade sobre os Produtos, ou com estes

relacionados, são e permanecerão propriedade exclusiva da SCO ou dos seus licenciantes, quer tais direitos sejam ou não especificamente reconhecidos ou constituídos de acordo com a lei aplicável. O usuário não adquirirá nenhum direito sobre os Produtos, excepto os direitos limitados de utilização especificados neste Contrato. O usuário reconhece que os Produtos contêm informações confidenciais de propriedade da SCO ou seus licenciantes e concorda em tomar medidas razoáveis para proteger a confidencialidade de tais informações.

8. RESOLUÇÃO

O usuário poderá rescindir este contrato sem direito a ser reembolsado, notificando a SCO da referida resolução. A SCO poderá rescindir este Contrato, mediante um aviso com antecedência razoável e sem determinação judicial ou administrativa, se o usuário ou qualquer um dos seus empregados ou consultores violar qualquer termo ou condição estabelecido no presente Contrato. Após a resolução deste Contrato por qualquer razão, todos os direitos atribuídos ao usuário neste Contrato cessarão, e o usuário deverá, de imediato, (i) retirar o Software e quaisquer Actualizações correspondentes de todos os seus sistemas de computador, meios de armazenamento de dados e outros arquivos, (ii) destruir os Produtos e todas as suas cópias e (iii) entregar à SCO uma declaração certificando que o usuário cumpriu estas obrigações resolutivas.

9. RESTRIÇÕES DE EXPORTAÇÃO

O usuário reconhece que os Produtos e as informações técnicas correspondentes, documentos e artigos estão sujeitos a controles de exportação, de acordo com as Regulamentações de Exportação dos Estados Unidos de América ("US Export Administration Regulations") e as regulamentações de outros países relativas a exportações. O usuário não pode re-exportar os Produtos ou quaisquer informações técnicas correspondentes, documentos ou artigos, sem que o usuário obtenha uma autorização apropriada do Departamento de Comércio dos Estados Unidos de América e qualquer outra autoridade governamental relevante.

10. CESSÃO

Observado o disposto no Artigo 9, o usuário poderá ceder este Contrato e transferir os Produtos a um terceiro de forma permanente, mas apenas se o usuário enviar de imediato à SCO uma declaração assinada pelo usuário e pelo seu cessionário em que (i) conste o nome do cessionário e seu endereço, (ii) identifique o nome do fabricante e o número de série do sistema de computador no qual o cessionário aplicará e utilizará o Software e quaisquer Actualizações correspondentes, (iii) reconheça que o cessionário cumprirá os termos e condições deste Contrato, e (iv) comprove que o usuário cumpriu o disposto no item (i) do Artigo 8e não reteve quaisquer Produtos ou cópias destes. Excepto de acordo como acima estabelecido, o usuário não poderá ceder, sub-licenciar, alugar, dar em penhor ou de outra forma transferir ou gravar os Produtos, este Contrato, ou os seus direitos e obrigações decorrentes deste Contrato, sem a prévia autorização da SCO.

11. DIVERSOS

Todas as notificações ou aprovações requeridas ou permitidas nos termos deste Contrato terão de ser realizadas por escrito. Qualquer renúncia ou modificação deste Contrato não terá eficácia, excepto se for executada por escrito e assinada pela SCO. Este Contrato obrigará os sucessores beneficiários do usuário. Este Contrato será regido e interpretado de acordo com as leis do Estado da Califórnia, Estados Unidos da América. Se qualquer disposição deste Contrato for considerada ineficaz, no todo ou em parte, tal não afectará a validade das demais disposições deste Contrato. Se o usuário for uma agência do Governo dos Estados Unidos da América, esta licença é concedida observadas as disposições sobre usuários do Governo dos Estados Unidos da América contidas na Documentação, incorporada por referência ao presente Contrato. Em caso de inconsistência entre este Contrato e qualquer outro contrato a este relacionado entre SCO e o usuário, este Contrato prevalecerá.

GARANTIA LIMITADA DA SCO

A SCO garante que na data de recebimento dos Produtos e por um período de noventa dias contados a partir do momento em que o usuário receber os Produtos, o suporte do Software, sob condições de uso normais, estará livre de defeitos materiais e de mão-de-obra. A SCO não garante que (i) o Software ou quaisquer Actualizações estarão livres de qualquer defeito, (ii) os Produtos satisfarão todas as necessidades do usuário ou (iii) a utilização dos Produtos será ininterrupta ou livre de erros.

Em caso de violação de uma garantia ou de outra obrigação relacionada com a qualidade dos Produtos, o usuário deverá, dentro de 10 dias após expirado o período de garantia e às suas custas, devolver os Produtos e SCO ou ao representante local autorizado da SCO, juntamente com uma cópia datada do Comprovante da Compra. A SCO ou o seu representante substituirão qualquer suporte defeituoso, ou caso tal não seja exequível, poderão resolver este Contrato reembolsando o usuário pelo montante dispendido relativamente aos Produtos. O usuário reconhece que este parágrafo estabelece o seu exclusivo remédio legal e a exclusiva responsabilidade da SCO por qualquer violação de garantia ou de outra obrigação relacionada com a qualidade dos Produtos.

MANUTENÇÃO OPCIONAL DA SCO

A SCO pode, se assim o desejar, notificar o usuário das Actualizações que a SCO periodicamente colocar à disposição para o Software, mas apenas se o usuário completou e devolveu o Cartão de Registro à SCO. Mediante solicitação do usuário, a SCO diretamente ou através de seu representante local autorizado, fornecerá estas Actualizações, sujeitas aos encargos adicionais que a SCO ou o seu representante local determinarem. Esta Actualização somente poderá ser usada no Computador Designado. Esta Secção não será interpretada como obrigando a SCO a (i) desenvolver e lançar Actualizações ou (ii) adaptar as Actualizações para satisfazer as necessidades específicas do usuário. As Actualizações não incluirão nenhum produto novo que a SCO decida oferecer ao público como uma melhoria ou opção, a preço separado.

THE SANTA CRUZ OPERATION

CONTRATO DE LICENCIA DE SOFTWARE

LEA CUIDADOSAMENTE TODOS LOS TÉRMINOS Y CONDICIONES DE ESTE CONTRATO ANTES DE ABRIR EL PAQUETE DEL DISKETTE CON EL SOFTWARE. AL ABRIR EL PAQUETE DEL DISKETTE, USTED RECONOCE QUE HA LEIDO ESTE CONTRATO Y ENTIENDE EL MISMO, Y ACUERDA ESTAR OBLIGADO POR LOS TÉRMINOS Y CONDICIONES DEL MISMO.

1. OTORGAMIENTO

Por el presente The Santa Cruz Operation, Inc. ("SCO") le otorga, y usted acepta de SCO, un derecho perpetuo, no exclusivo e intransferible para usar los productos de ordenadores descritos en la Sección 2 en el ordenador designado en la Sección 3, sujeto a los términos y condiciones de este Contrato.

2. PRODUCTOS

"Productos" significa (i) la versión del código objeto legible por máquina (machine-readable object code) del software de SCO o sus licenciantes contenido en el paquete del diskette, ya esté fijado en un disco, cassette, u otros medios (el "Software"), (ii) los manuales y documentación publicada para los usuarios que SCO tiene generalmente disponible para Software (los "Documentos"), (iii) las actualizaciones o revisiones del Software o los Documentos que usted podrá recibir (las "Actualizaciones") y (iv) cualquier copia del Software, Documentos o Actualizaciones. Nada en este contrato le dará el derecho para recibir el código fuente del Software o las Actualizaciones, en todo o en parte.

3. ORDENADOR DESIGNADO

"Ordenador Designado" significa el equipo de ordenador único en el que usted cargará y usará el Software y cualquiera de las Actualizaciones correspondientes. Usted deberá identificar el fabricante y número de serie del Ordenador Designado en el Formulario de Registro del Cliente contenido en el paquete del Producto (el "Formulario de Registro") y devolver el Formulario de Registro a la dirección contenida en el mismo. Usted podrá usar el Software y las Actualizaciones correspondientes en el Ordenador Designado únicamente mientras usted posea y opere el Ordenador Designado. Si el Ordenador Designado se encuentra temporalmente inoperable, usted podrá cargar y usar el Software y cualquiera de las Actualizaciones correspondientes en otro de sus ordenadores hasta que el Ordenador Designado sea operable, pero el uso permanente en dicho ordenador requerirá aprobación previa de SCO.

4. USO

Usted podrá usar los Productos únicamente para sus efectos internos y sus operaciones comerciales. No podrá usar el Software ni cualquiera de las Actualizaciones correspondientes como acceso de información a distancia (remote database) o servicio de archivos (file server) o en cualquier otro sistema de uso múltiple salvo que el Producto sea identificado distinto que una "versión de usuario individual," en cuyo caso el Ordenador Designado podrá usarse para proveer acceso de información a distancia (remote database) o servicio de archivos (file server) u otro servicio de usuarios múltiples a otras de sus ordenadores o a terminales múltiples estrictamente como se describe en los Documentos. Usted podrá hacer copias adicionales del Software y de cualquiera de las Actualizaciones correspondientes exclusivamente para propósitos internos de reserva (back-up). Usted deberá reproducir todos los avisos de confidencialidad y avisos de propiedad en cada una de estas copias. Usted no podrá de ninguna otra manera copiar, traducir, modificar, adaptar, descomponer (decompile), desensamblar, o desarmar la ingeniería de los Productos.

5. GARANTIAS

SALVO LO ESTIPULADO EXPRESAMENTE EN LA GARANTIA LIMITADA DE SCO EXPUESTA EN ESTE CONTRATO O EN OTRO CONTRATO INDEPENDIENTE CON SCO O SU SUMINISTRADOR, TODAS LAS GARANTIAS, CONDICIONES, MANIFESTACIONES, INDEMNIZACIONES Y GARANTIAS CON RESPECTO A LOS PRODUCTOS, SEAN EXPRESAS O IMPLICITAS, QUE SURJAN POR LEY, COSTUMBRE, MANIFESTACIONES PREVIAS ORALES O ESCRITAS DE SCO, SUS LICENCIANTES O REPRESENTANTES O DE CUALQUIER OTRA MANERA (INCLUYENDO, SIN LIMITE, CUALQUIER GARANTÍA DE COMERCIABILIDAD O IDONEIDAD PARA PROPOSITOS PARTICULARES) SON SOBRESEIDAS, EXCLUIDAS Y RENUNCIADA POR EL PRESENTE.

6. NO EXISTEN DAÑOS INDIRECTOS

BAJO NINGUNA CIRCUNSTANCIA SCO O SUS LICENCIANTES O COMPAÑIAS RELACIONADAS SERAN RESPONSABLES POR DAÑOS CONSECUENTES INDIRECTOS, ESPECIALES, PUNITIVOS O INCIDENTALS, SEAN PREVISIBLES O IMPREVISIBLES, BASADOS EN SUS RECLAMACIONES O EN LAS DE SUS CLIENTES (INCLUYENDO, SIN LIMITE, RECLAMACIONES POR PERDIDAS DE INFORMACION, FONDO DE COMERCIO, BENEFICIOS, USO DE DINERO O USO DE PRODUCTOS, INTERRUPCION DE USO O DISPONIBILIDAD DE INFORMACION, O INTERRUPCION DE CUALQUIER TRABAJO O DETERIORO DE CUALQUIER OTRO ACTIVO), QUE SURJAN DEL INCUMPLIMIENTO O FALLO DE LA GARANTIA EXPRESA O IMPLICITA, INCUMPLIMIENTO DEL CONTRATO, REPRESENTACION FRAUDULENTA, NEGLIGENCIA, RESPONSABILIDAD CIVIL EXTRA-CONTRACTUAL ABSOLUTA O DE OTRO MODO, SALVO EN CASO DE DAÑO PERSONAL DONDE Y EN CUANTO LA LEY APLICABLE REQUIERA DICHA RESPONSABILIDAD. EN NINGUN CASO LA RESPONSABILIDAD CONJUNTA DE SCO O SUS COMPAÑIAS RELACIONADAS O SUS LICENCIANTES QUE PUEDAN INCURRIR EN CUALQUIER ACCION O PROCEDIMIENTO EXCEDERA DEL TOTAL PAGADO ACTUALMENTE POR USTED POR EL PRODUCTO ESPECIFICO QUE DIRECTAMENTE CAUSO EL DAÑO.

7. PROPIEDAD

Todas las marcas, marcas de servicios, patentes, derechos de autor, secretos industriales y otros derechos de propiedad en o relacionados con los Productos son y permanecerán de propiedad exclusiva de SCO o sus licenciatarios, sean o no específicamente reconocidos o perfeccionados bajo las leyes aplicables. Usted no adquirirá ningún derecho sobre los Productos salvo los derechos de uso limitados especificados en este Contrato. Usted además reconoce que los Productos contienen información confidencial de la propiedad de SCO o sus licenciatarios y acuerda en tomar medidas razonables para proteger la confidencialidad de dicha información.

8. TERMINACION

Usted podrá terminar este Contrato, sin derecho a la devolución, mediante notificación a SCO de dicha terminación. SCO puede terminar este Contrato con notificación razonable y sin resolución judicial o administrativa alguna, si usted o cualquiera de sus empleados o consultores incumple con cualquiera de los términos y condiciones aquí estipulados. A la terminación de este Contrato por cualquier razón, todos los derechos que le hayan sido otorgados por el presente terminarán, y usted deberá inmediatamente (i) retirar el Software y cualquiera de las Actualizaciones correspondientes de todas sus ordenadores, medios de almacenamiento y otros archivos, (ii) destruir los Productos y todas las copias de éstos, y (iii) entregar a SCO una declaración certificando que usted ha cumplido con todas estas obligaciones de terminación.

9. RESTRICCIONES DE EXPORTACION

Usted reconoce que los Productos y toda la información técnica relacionada, documentos y materiales están sujetos al control de exportación según los Reglamentos Administrativos de Exportación de los EEUU y los reglamentos de otros países relacionado a la exportación. Usted no puede re-exportar los Productos o información técnica relacionada, documentos o materiales salvo que usted haya obtenido una autorización apropiada del Departamento de Comercio de los EEUU y de cualquier otra autoridad gubernamental competente.

10. CESION

Sujeto a la Sección 9, usted podrá ceder este Contrato y transferir permanentemente los Productos a una tercera persona, únicamente si usted envía inmediatamente a SCO una declaración firmada por usted y su cesionario que (i) declare el nombre y domicilio de su cesionario, (ii) identifique el fabricante y número de serie del sistema de ordenador en donde su cesionario cargará y usará el Software y cualquiera de las Actualizaciones correspondientes, (iii) reconoce que su cesionario cumplirá con los términos y condiciones de este Contrato y (iv) certifique que usted cumplió con el inciso (i) de la Sección 8 y no ha retenido ninguno de los Productos o copias de estos. Salvo lo previsto anteriormente, usted no podrá ceder, sublicenciar, arrendar, preñar o de otra manera transferir o gravar los Productos, este Contrato o sus derechos u obligaciones aquí mencionadas sin la previa aprobación de SCO.

11. MISCELANEOS

Todos los avisos o aprobaciones requeridas o permitidas bajo este Contrato deberán ser hechas por escrito. Cualquier renuncia o modificación de este Contrato no será efectiva salvo que se celebre por escrito y sea firmada por SCO. Este Contrato obligará a sus sucesores en intereses. Este Contrato será gobernado e interpretado de acuerdo con las leyes del Estado de California, Estados Unidos de América. Si cualquier estipulación de este Contrato es declarada inexigible, en todo o en parte, dicha declaración no afectará la validez de las otras estipulaciones de este Contrato. Si usted es una agencia del Gobierno de los EEUU, esta licencia se concede con sujeción a las disposiciones sobre usuarios del Gobierno de los Estados Unidos contenidas en la Documentación, las cuales son aquí incorporadas mediante referencia. En caso de que exista alguna inconsistencia entre este Contrato y cualquier otro contrato relacionado entre usted y SCO, los términos de este Contrato prevalecerán.

GARANTIA LIMITADA DE SCO

SCO garantiza que, en cuanto reciba los Productos y por un período de 90 días calendarios subsiguiente, los medios en el cual el Software este fijado no tendrán defectos materiales o de confección bajo uso normal. SCO no garantiza que (i) el Software ni cualquiera de las Actualizaciones correspondientes estarán libres de defectos, (ii) los Productos satisfarán todas sus exigencias o (iii) el uso de los Productos será de forma ininterrumpida y sin errores.

En caso de incumplimiento de la garantía o de cualquier otra obligación relacionada con la calidad de los Productos, usted devolverá a su costo y antes de 10 días después de la expiración del período de garantía, los Productos a SCO o su representante local autorizado, junto con una copia que compruebe la fecha de la compra. SCO o su representante reemplazará cualquier medio defectuoso o, si no es práctico, podrá resolver este Contrato y reembolsarle la cantidad pagada por los Productos. Usted reconoce que este párrafo establece su recurso exclusivo, y la exclusiva responsabilidad de SCO, por cualquier incumplimiento de garantía u otra obligación relacionada con la calidad de los Productos.

MANTENIMIENTO OPCIONAL DE SCO

SCO podrá, a su sola discreción, notificarle de Actualizaciones periódicas que SCO pueda tener disponibles del Software, pero únicamente si usted ha rellenado y devuelto el Formulario de Registro. A su solicitud, SCO, directamente o, a discreción de SCO, mediante su representante local autorizado, podrá suministrarle con dichas Actualizaciones, sujeto a cargos adicionales que SCO o su representante autorizado establezca. Dicha Actualización puede ser usada únicamente en el Ordenador Designado. Este párrafo no se interpretará como exigiendo de SCO (i) desarrollar y suministrar Actualizaciones o (ii) elaborar Actualizaciones que sean de su particular exigencia. Las Actualizaciones no incluirán cualquier nuevo producto que SCO decida poner a disposición general como mejora u opción con precio separado.

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