



POLITECNICO  
DI TORINO



Istituto Nazionale Previdenza Sociale  
Gestione Dipendenti Pubblici



e-Lite



# Copyright e Licenze (Aperte) per i contenuti didattici

E-Learning per la Pubblica Amministrazione - 2014



# Obiettivi

---

- ▶ Analizzare le implicazioni legate al fatto che il materiale didattico sia disponibile su Internet
- ▶ Comprendere le possibilità [legali] di ri-usare materiale esistenti
- ▶ Comprendere come proteggere [legalmente] il materiale da noi prodotto
- ▶ Comprendere le licenze aperte più diffuse, e come applicarle

## The problems

---

When preparing a lecture, may I **use** some material (text, diagrams, illustrations, ...) found on some Internet site?

When **distributing** on-line some material prepared by me, how can I specify what limitations other users have in using my product?

What changes if it also **includes** other material taken from other websites?

# Sommario

---

1. Concetti base sul Copyright
2. Licenze
3. Licenze aperte ed Internet
4. Licenze aperte per prodotti software
5. Licenze aperte per contenuto creativo





# Concetti base sul Copyright

Copyright e Licenze (Aperte)

# Disclaimer

---

- ▶ Non sono un avvocato
- ▶ Non tratteremo questo argomento dal punto di vista legale
- ▶ Non sempre è applicabile la giurisdizione italiana
- ▶ Ci concentreremo sugli aspetti principali, studiando le implicazioni pratiche sull'attività quotidiana dei docenti

# Concetti di base

---

- ▶ Copyright
- ▶ Brevetti
- ▶ Default di partenza
- ▶ Mancanza di uniformità internazionale
- ▶ Diritti garantiti (citazione, educativo, ...)
- ▶ Utilizzo vs. Lavori Derivati vs. Ridistribuzione

# Copyright

---

- ▶ La legislazione sul copyright non è uniforme nel mondo
  - ▶ E questo è un bel problema, muovendosi sulla scala di Internet!
- ▶ Molti principi di base sono condivisi (trattati internazionali oppure legislazioni convergenti), ma i dettagli specifici sono spesso diversi



# Principi di base delle leggi sul copyright

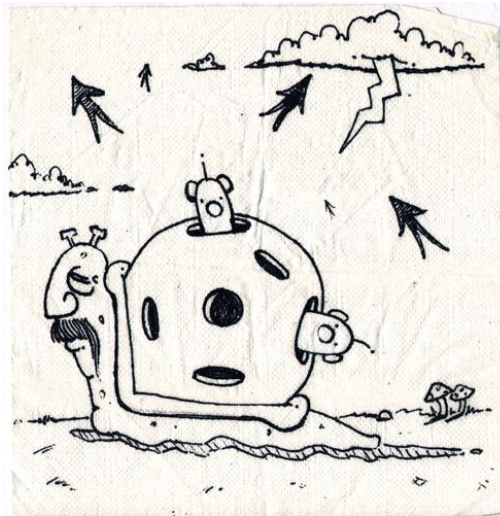
---

- ▶ Secondo la legislazione U.S.A (e, attraverso convenzioni, anche nelle nazioni della E.U., e negli stati membri del WTO), il **copyright è automaticamente associato** a tutte le **nuove espressioni di un'idea**, espressa indifferentemente attraverso testo, suoni, o immagini.
- ▶ Per esempio, le parole presenti in questo paragrafo sono protette da copyright nel momento stesso in cui le ho scritte. (ma non se le avessi copiate)
- ▶ Questo si applica anche al vostro diario segreto, alle lettere, testi delle canzoni, ed a molti tipi di disegni, anche se sono realizzati in modo estemporaneo e in circostanze casuali.

# Conseguenza (esempio)

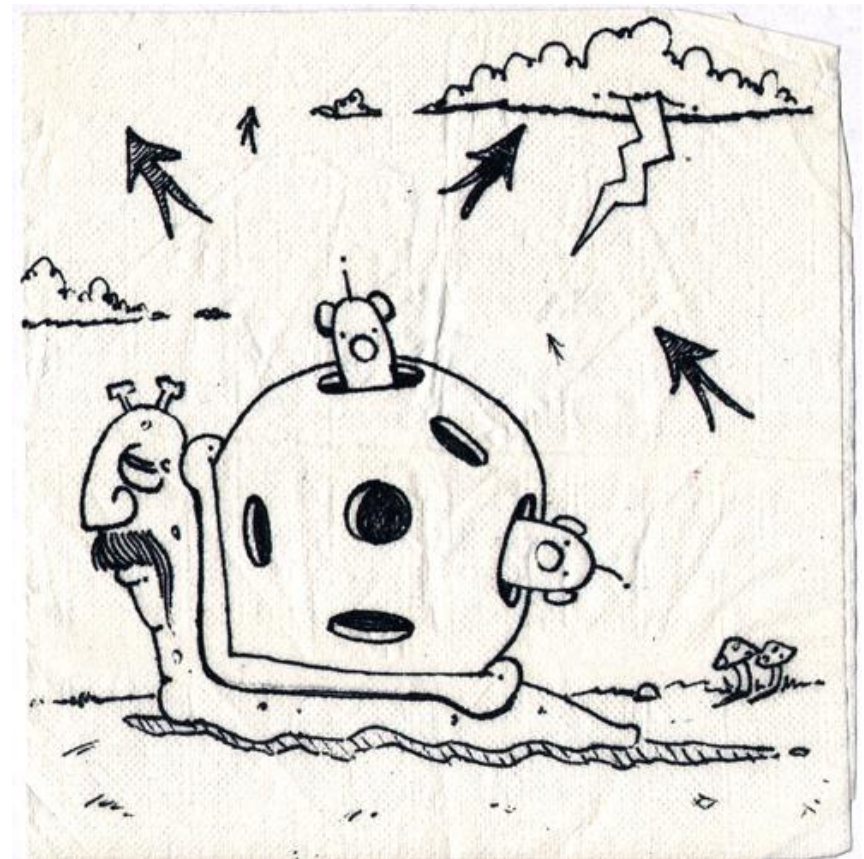
---

- ▶ Un disegno o uno schizzo (per brutto che sia) fatto su un tovagliolo di carta in un bar è protetto, in modo automatico e nel momento stesso in cui viene creato, da copyright. Esso è proprietà unica del suo creatore, a meno che intervengano cessioni contrattuali del copyright stesso.



# Conseguenza (esempio)

- ▶ Il disegno **non** può essere copiato, mostrato, o altrimenti sfruttato commercialmente da nessuno tranne che dal creatore originario, per tutta la vita del copyright.
- ▶ Tra le altre cose, **nessuno** tranne il creatore ha il diritto, secondo la legge sul copyright, di creare “**lavori derivati**”, ossia lavori che dipendono da, o si sviluppano da, il lavoro originale protetto.



# Nota: copyright vs brevetti

---

- ▶ Un brevetto protegge nuove “idee”
  - ▶ Molto restrittivo
  - ▶ Tipi di “idee” limitati dalla loro applicabilità industriale
  - ▶ Protegge tutte le implementazioni che incorporano tale idea, anche se accidentalmente
- ▶ Il Copyright protegge la “espressione” di un’idea
  - ▶ Solo quando rappresentato su un mezzo fisico (analogico o digitale)
  - ▶ Efficace legalmente, anche se non viene registrato
  - ▶ Solitamente (ma non è obbligatorio) è presente una “nota di copyright”, ad esempio “tutti i diritti riservati”

# Eccezioni alla regola «non copiare» (1)

---

- ▶ **Permesso esplicito fornito dall'autore**
  - ▶ L'autore cede (release) diritti specifici, sotto condizioni specifiche da lui dettate
    - ▶ Licenza d'uso
    - ▶ Clausole contrattuali nei contratti di consulenza
- ▶ **Work for hire (lavoro subordinato)**
  - ▶ Quando si sviluppa qualcosa nel contesto di un contratto di impiego, il copyright [solitamente] appartiene al datore di lavoro e non all'impiegato
  - ▶ L'impiegato conserva i «diritti morali»

# Eccezioni alla regola «non copiare» (2)

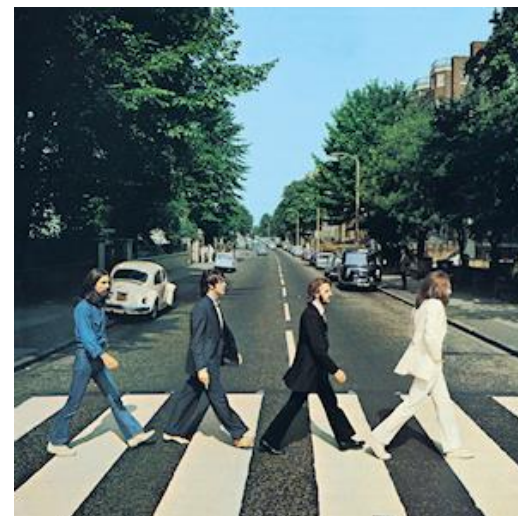
---

- ▶ **«Fair Use»: certi utilizzi del materiale protetto non infrangono il copyright**
  - ▶ Commentare o criticare il lavoro (diritto di critica)
  - ▶ Fare rapporti o relazioni sul lavoro
  - ▶ Insegnare basandosi sul lavoro
  - ▶ ...purché non lesivi o denigratori
- ▶ **Lavori derivati di tipo «trasformativo»**
  - ▶ Il lavoro originale viene alterato così tanto, da divenire fondamentalmente un «nuovo» lavoro

# Eccezioni alla regola «non copiare» (3)

## ▶ Scadenza temporale

- ▶ Un tempo definito dopo la creazione dell'opera oppure dopo la morte dell'autore
  - ▶ Le regole sono variabili nelle diverse giurisdizioni, e dipendono dalla tipologia dei lavori
- ▶ Dopo tale data, il lavoro diviene di «dominio pubblico»
  - ▶ Chiunque può farne ciò che vuole: usarlo, copiarlo, ridistribuirlo, modificarlo, venderlo, ...





# Licenze

Copyright e Licenze (Aperite)



# Contratti e licenze (1)

---

- ▶ Quando un autore/artista rilascia una sua creazione **direttamente** al pubblico, ha il diritto di specificare quali eccezioni garantisce (grant) alla regola «non copiare»
  - ▶ Si associa una **licenza d'uso** al prodotto
  - ▶ Il prodotto può essere venduto o distribuito liberamente, e ciò non invalida la licenza
  - ▶ Nel rinunciare ad alcuni dei suoi diritti, l'autore può imporre delle restrizioni o condizioni aggiuntive
  - ▶ L'autore ha il diritto di rilasciare lo stesso lavoro più volte, anche sotto diverse licenze, anche in tempi diversi

## Contratti e licenze (2)

---

- ▶ Quando un autore/artista si avvale di un editore/distributore/casa discografica/... per rilasciare il proprio lavoro, solitamente firma un **contratto** che specifica le condizioni del rilascio
  - ▶ Molto spesso il copyright viene trasferito all'editore (per un certo periodo di tempo)
  - ▶ Talvolta l'editore riconosce all'autore delle royalties, oppure un compenso forfettario
  - ▶ L'editore applicherà una licenza d'uso al prodotto venduto (end-user license agreement)
  - ▶ Solo se siete molto famosi, notissimi, ed economicamente promettenti, potreste avere qualche speranza di negoziare un pochino le condizioni...

# Esempio: libro stampato

ORBIT

First published in Great Britain by Orbit 2004  
This paperback edition published in July 2005 by Orbit  
Reprinted 2005 (four times)

Copyright © Iain M. Banks 2004

The moral right of the author has been asserted.

*... than those clearly  
in the public domain are fictitious, and any resemblance to real  
persons, living or dead, is purely coincidental.*

All rights reserved.  
No part of this publication may be reproduced, stored in a retrieval  
system, or transmitted, in any form or by any means, without the  
prior permission in writing of the publisher, nor be otherwise  
circulated in any form other than that in which  
it is published and without a similar condition, including this  
condition, being imposed on the subsequent purchaser.

A CIP catalogue record for this book is available from  
the British Library.

ISBN 1 84149 229 9

Typeset in Stempel Garamond by  
Palimpsest Book Production Limited, Polmont, Stirlingshire  
Printed and bound in Great Britain by  
Clays Ltd, St Ives plc

Orbit  
An imprint of  
Time Warner Book Group UK  
Brettenham House  
Lancaster Place  
London WC2E 7EN

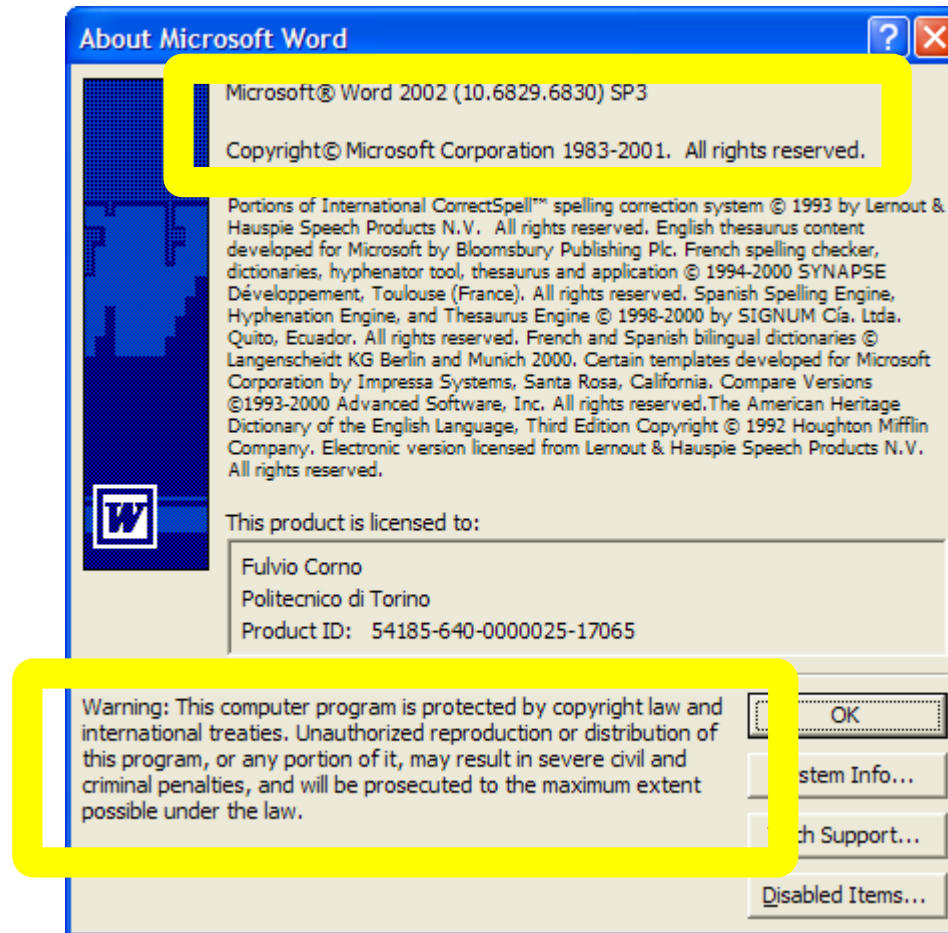
www.orbitbooks.co.uk

Autore

Avviso di copyright

Detentore effettivo dei diritti

# Esempio: software commerciale



#### END USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE.

**IMPORTANT-READ CAREFULLY:** This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Microsoft Corporation for the Microsoft software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that Microsoft may provide to You or make available to You after the date that you obtain Your initial copy of the Software Product to the extent that such terms are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software Product; instead, You should return it to Your place of purchase for a full refund.

**SOFTWARE PRODUCT LICENSE.**  
The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

**1. GENERAL LICENSE.** This Section of the EULA describes Your general rights to install and use the Software Product. The license rights described in this Section are subject to all other terms and conditions of this EULA.

**1.1. Grant of License Grant to Install and Use Software Product.** You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). You may make a second copy of the Software Product and install it on a portable Device for the exclusive use of the person who is the primary user of the first copy of the Software Product. A license for the Software Product may not be shared.

**Alternative License Grant for Storage/Network Use.** As an alternative to the rights granted in the previous section, You may install a copy of the Software Product on one storage Device, such as a network server, and allow individuals within Your business or enterprise to access and use the Software Product from other Devices over a private network, provided that You acquire and dedicate a license for the storage Device upon which the Software Product is installed and each of which the Software Product may be used concurrently on different Devices.

**General License Grant to Install and Use Subscription Product.** The following licensing terms apply to You instead of the license grants in the previous two paragraphs if You licensed a subscription-based Software Product ("Subscription Product"). You may install one copy of the Subscription Product on a single Device and use the Subscription Product for the term of Your subscription. You may also exercise the additional license rights described in the paragraphs below, but only for the term of Your subscription. The initial subscription period begins on the date You first activate Your copy of the Subscription Product and ends three hundred and sixty five (365) days thereafter. You cannot use the Subscription Product after Your subscription expires unless You renew or extend Your subscription. By renewing or extending Your subscription, You will be entitled to continue using the Subscription Product for a specified period of time beyond the date when Your previous subscription would have otherwise ended. All the terms and conditions of this EULA will continue to apply to Your use of the Subscription Product during any subsequent renewal periods unless otherwise specified. After the expiration of Your subscription, You can continue to open, view and print any documents You created with the Subscription Product.

**Additional License Grant for Media Elements.** The Software Product may include certain photographs, clip art, animations, sounds, music and video clips (together "Media Elements"). If so, the following terms describe Your rights to the Media Elements:

o Except as specified in the next Section, You may use, copy and modify the Media Elements and distribute copies of the Media Elements, along with Your modifications, as part of Your software products(s) and service(s), including Your web site(s).

o You are not licensed to do any of the following:

o You may not sell, license or distribute copies of the Media Elements on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service are the Media Elements.

o You may not use or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.

o You may not create obscene or defamatory works based on any of the Media Elements.

o You must indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise from or result from the use or distribution of Media Elements as modified by You.

o You must include a valid copyright notice on Your products and services that include copies of the Media Elements.

o You may not permit third parties to distribute copies of the Media Elements except as part of Your product or service.

**Additional License Grant for SharePoint Team Services.** If the Software Product may contain a copy of the SharePoint Team Services. If so, You may install one copy of said Software on one Device and allow an unlimited number of individuals within Your business or enterprise to view and use the SharePoint Team Services on other Devices provided that You acquire and dedicate a license to the Software Product for the Device upon which the SharePoint Team Services are installed.

**2. DESCRIPTION OF RIGHTS, ALL OTHER EXPRESSLY GRANTED RIGHTS, AND LIMITATIONS.**

**Academic Edition Software.** If the Software Product includes Academic Edition Software, Microsoft grants you the right to use the Software Product on a portable Device for the exclusive use of the person who is the primary user of the first copy of the Software Product.

**Academic Software.** You may not be able to exercise Your rights to the Software Product under this EULA after a finite number of course launches unless You activate Your copy of the Software Product in the manner described during the launch sequence.

**Copy Protection.** The Software Product may include copy protection technology to prevent the unauthorized copying of the Software Product or may require original media for use of the Software Product on the Device. It is illegal to make unauthorized copies of the Software Product or to circumvent any copy protection technology included in the Software Product.

**Not for Resale Software.** If the Software Product is labeled "Not For Resale" or "NFR," then, notwithstanding other sections of this EULA, Your use of the Software Product is limited to use for demonstration, test, or evaluation purposes and You may not resell, or otherwise transfer for value, the Software Product.

**Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software Product, except only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**Separation of Component Parts.** The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one Device unless expressly permitted by this EULA.

**Trademarks.** This EULA does not grant You any rights in connection with any trademarks used by Microsoft in the Software Product during the term of Your subscription. You will be entitled to receive a copy of such upgrade(s) or new version(s) at no additional cost, except for any applicable connection charges, taxes, duties and shipping costs if You select fulfillment by mail. Such upgrades shall be considered part of the Subscription Product and subject to all of the terms and conditions of this EULA unless otherwise indicated.

**No rental, leasing or commercial hosting.** You may not rent, lease, loan, or otherwise make available the Software Product for use by any third party. You may not host or otherwise make available the Software Product for use by any third party.

**Support Services.** Microsoft may provide You with support services related to the Software Product. Microsoft reserves the right to discontinue or restrict such support services at any time without notice. Microsoft products, services, and support services are governed by the Microsoft policies, procedures, and terms of service that apply to the use of such products, services, and support services, and are subject to the terms and conditions of this EULA. You acknowledge and agree that Microsoft products, services, and support services are not included in this EULA. Microsoft products, services, and support services are provided by Microsoft as a separate transaction and are not included in the Software Product and subject to the terms and conditions of this EULA.

**Software Transfer.** Except as specified in this Section, the initial license to the Software Product may include a one-time per-recipient transfer of the Software Product and Software Product updates, only directly to an end user. This transfer must include all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of an electronic medium. The transferee of such one-time transfer must agree to comply with the terms of this EULA, including the obligation not to transfer this EULA and Software Product. Subscription Products are non-transferable.

**Termination.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software Product and all of its component parts.

**3. UPGRADES.**

**Standard Software Product.** If the Software Product is labeled as an upgrade, You must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the Software Product. A Software Product labeled as an upgrade replaces or supplements (and may be disabled) the product that formed the basis for Your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that You licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one Device.

**Subscription Software Product.** The following terms apply to You instead of the terms of the EULA that apply to You if you purchased a Subscription Product. If Microsoft releases any upgrade or new version of the Subscription Product during the term of Your subscription, You will be entitled to receive a copy of such upgrade(s) or new version(s) at no additional cost, except for any applicable connection charges, taxes, duties and shipping costs if You select fulfillment by mail. Such upgrades shall be considered part of the Subscription Product and subject to all of the terms and conditions of this EULA unless otherwise indicated.

**4. INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, audio, music, text, graphics, data, or other materials incorporated into the Software Product, the computer program materials, and any copies of the Software Product) are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and this EULA grants you no rights to use that content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed material accompanying the Software Product.

**5. BACKUP.** Microsoft provides a limited warranty pursuant to this EULA, you may keep the original media on which the Software Product was provided by Microsoft solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

**6. U.S. GOVERNMENT LICENSE RIGHTS.** All Software Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 252.227-7013 (OCT 1988), as applicable.

**7. EXPORT RESTRICTIONS.** You acknowledge that the Software Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

**8. APPLICABLE LAW.**

If you acquired this Software Product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this Software Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the Province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Software Product was acquired outside the United States, then local law may apply.

Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

**9. LIMITED WARRANTY.**

**LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE U.S. AND CANADA.** Microsoft warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS), AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day limited warranty period are not covered by any warranty or condition, express, implied or statutory.

**LIMITATION ON REMEDY; NO CONSEQUENTIAL, OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, **YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES**, if the Software Product does not meet Microsoft's Limited Warranty, and to the maximum extent permitted by applicable law, you will not be entitled to consequential damages. The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some state/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

**YOUR EXCLUSIVE REMEDY.** Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software Product, (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software Product to Microsoft). This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

**10. DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) IMPLIED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) **AS IS AND WITH ALL FAULTS**, and HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OR RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE, ALL WITH REGARD TO THE SOFTWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET

ENJOYMENT, OR DEFENSE OF TITLE AGAINST THIRD PARTY CLAIMS. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER WRITTEN OR NOT, AND ANY OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUIET ENJOYMENT, QUIET POSSESSION, OR DEFENSE OF TITLE. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER WRITTEN OR NOT, AND ANY OTHER WARRANTIES OR CONDITIONS OF MERCHANTABILITY, QUIET ENJOYMENT, QUIET POSSESSION, OR DEFENSE OF TITLE.

**11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONSEQUENTIAL REVENUE OR LOSS OF BUSINESS OPPORTUNITIES; OR FOR ANY ACTUAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF MICROSOFT OR ANY SUPPLIER, AND EVEN IF MICROSOFT OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**12. LIMITATION ON REMEDY; NO CONSEQUENTIAL, OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, **YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES**, if the Software Product does not meet Microsoft's Limited Warranty, and to the maximum extent permitted by applicable law, you will not be entitled to consequential damages. The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some state/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

**13. ENTIRE AGREEMENT.** THIS EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and Microsoft relating to the Software Product and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software Product or any other subject matter covered by this EULA. To the extent of the terms of any Microsoft policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

**GARANTIE LIMITEE.**

Microsoft garantit que le Produit fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre état ou votre territoire et qu'une loi fédérale ou provinciale ou un État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, **MAIS UNIQUEMENT POUR LES DÉFAUTS DÉCOUVERTS DURANT LA PÉRIODE DE LA PRÉSENTE GARANTIE LIMITEE (QUATRE-VINGT-DIX JOURS). IL N'Y A AUCUNE GARANTIE OU CONDITION DE QUELQUE NATURE QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CERTAINE PÉRIODE DE QUATRE-VINGT-DIX JOURS.** Certains états ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite de sorte que la limitation ci-dessus peut ne pas s'appliquer à vous.

Tous les suppléments ou mises à jour de votre produit Microsoft, y compris sans limitation, tous les correctifs de logiciels fournis à votre suite après l'expiration de la période de quatre-vingt-dix jours de la garantie limitée ne sont pas couverts par cette garantie ou condition que ce soit, express ou implicite.

**10. DÉCLARATION DES DÉFAUTS, AUCUNES GARANTIES DIRECTES OU INDIRECTES.** Votre recours exclusif en cas de violation de la présente garantie limitée est décrit ci-dessus. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'attend pas son bien entendu, **VOUS N'AVEZ DROIT À AUCUNS DOMMAGES, NOTamment DES DOMMAGES INDIRECTS.** Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**11. EXCLUSION DE DOMMAGES ACCESSOIRES, INDIRECTS ET D'AUTRES.** DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DÉPENSES POUR LE RECOURS EN CAS DE DOMMAGES INDIRECTS). Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**12. GARANTIE ENTIERE.** Cette EULA (y compris tout addendum ou amendement à cette EULA qui est inclusé avec le Produit) est l'entière convention entre vous et Microsoft concernant le Produit et les services de soutien (s'ils y ont) et ils remplacent tous les précédents documents écrits ou verbaux, propositions et déclarations en ce qui concerne le Produit ou tout autre sujet traité par cette EULA. Dans la mesure maximale permise par les lois applicables, les Produits et les services de soutien technique (le cas échéant) sont fournis **TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels ne les constitue déniez toutes autres garanties et conditions express, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts de soutien selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU À LA POSSESSION FAISABLE, À LA CONCORDANCE À UN DÉCRICTION NI QUANT À L'ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

**13. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES.** Votre recours exclusif en cas de violation de la présente garantie limitée est décrit ci-dessus. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'attend pas son bien entendu, **VOUS N'AVEZ DROIT À AUCUN DOMMAGES, NOTamment DES DOMMAGES INDIRECTS.** Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**14. EXCLUSION DE DOMMAGES ACCESSOIRES, INDIRECTS ET D'AUTRES.** DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT OU SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉCUTIFS, ACCESSOIRES OU INDIRECTS DE QUELQUE NATURE QUE CE SOIT (NOTAMMENT, LES DÉPENSES POUR LE RECOURS EN CAS DE DOMMAGES INDIRECTS). Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**15. GARANTIE ENTIERE.** Cette EULA (y compris tout addendum ou amendement à cette EULA qui est inclusé avec le Produit) est l'entière convention entre vous et Microsoft concernant le Produit et les services de soutien (s'ils y ont) et ils remplacent tous les précédents documents écrits ou verbaux, propositions et déclarations en ce qui concerne le Produit ou tout autre sujet traité par cette EULA. Dans la mesure maximale permise par les lois applicables, les Produits et les services de soutien technique (le cas échéant) sont fournis **TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels ne les constitue déniez toutes autres garanties et conditions express, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts de soutien selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU À LA POSSESSION FAISABLE, À LA CONCORDANCE À UN DÉCRIPTION NI QUANT À L'ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

**16. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES.** Votre recours exclusif en cas de violation de la présente garantie limitée est décrit ci-dessus. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'attend pas son bien entendu, **VOUS N'AVEZ DROIT À AUCUN DOMMAGES, NOTamment DES DOMMAGES INDIRECTS.** Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**17. GARANTIE ENTIERE.** Cette EULA (y compris tout addendum ou amendement à cette EULA qui est inclusé avec le Produit) est l'entière convention entre vous et Microsoft concernant le Produit et les services de soutien (s'ils y ont) et ils remplacent tous les précédents documents écrits ou verbaux, propositions et déclarations en ce qui concerne le Produit ou tout autre sujet traité par cette EULA. Dans la mesure maximale permise par les lois applicables, les Produits et les services de soutien technique (le cas échéant) sont fournis **TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels ne les constitue déniez toutes autres garanties et conditions express, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts de soutien selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU À LA POSSESSION FAISABLE, À LA CONCORDANCE À UN DÉCRIPTION NI QUANT À L'ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

**18. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES.** Votre recours exclusif en cas de violation de la présente garantie limitée est décrit ci-dessus. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'attend pas son bien entendu, **VOUS N'AVEZ DROIT À AUCUN DOMMAGES, NOTamment DES DOMMAGES INDIRECTS.** Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**19. GARANTIE ENTIERE.** Cette EULA (y compris tout addendum ou amendement à cette EULA qui est inclusé avec le Produit) est l'entière convention entre vous et Microsoft concernant le Produit et les services de soutien (s'ils y ont) et ils remplacent tous les précédents documents écrits ou verbaux, propositions et déclarations en ce qui concerne le Produit ou tout autre sujet traité par cette EULA. Dans la mesure maximale permise par les lois applicables, les Produits et les services de soutien technique (le cas échéant) sont fournis **TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels ne les constitue déniez toutes autres garanties et conditions express, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts de soutien selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU À LA POSSESSION FAISABLE, À LA CONCORDANCE À UN DÉCRIPTION NI QUANT À L'ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

**20. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES.** Votre recours exclusif en cas de violation de la présente garantie limitée est décrit ci-dessus. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'attend pas son bien entendu, **VOUS N'AVEZ DROIT À AUCUN DOMMAGES, NOTamment DES DOMMAGES INDIRECTS.** Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou accessoires de sorte que la limitation ou l'exclusion ci-dessus peut ne pas s'appliquer à vous. La présente garantie limitée vous donne des droits légaux spécifiques. Vous pouvez avoir d'autres droits qui peuvent varier d'un territoire ou d'un État à l'autre. **RETOURS EXCLUSIFS.** L'obligation intégrale de Microsoft et de ses fournisseurs et votre recours exclusif sont, selon le choix de Microsoft de temps à autre sous réserve de toute bonne application, *à) le remboursement du prix payé; b) le cas échéant, pour le Produit ou la réparation ou le remplacement du Produit qui ne respecte pas la présente garantie limitée et qui est retourné à Microsoft avec une copie de votre reçu. Vous recevrez la compensation choisie par Microsoft, sans frais, sauf que vous êtes responsable des dépenses que vous pourriez engendrer (p. ex., les frais d'envoi du Produit à Microsoft). La présente garantie limitée est nulle si la détérioration du Produit est causée par un accident, un usage abusif, une mauvaise application, un usage anormal ou un virus. Tout Produit de remplacement sera garanti pour le reste de la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.*

**21. GARANTIE ENTIERE.** Cette EULA (y compris tout addendum ou amendement à cette EULA qui est inclusé avec le Produit) est l'entière convention entre vous et Microsoft concernant le Produit et les services de soutien (s'ils y ont) et ils remplacent tous les précédents documents écrits ou verbaux, propositions et déclarations en ce qui concerne le Produit ou tout autre sujet traité par cette EULA. Dans la mesure maximale permise par les lois applicables, les Produits et les services de soutien technique (le cas échéant) sont fournis **TELS QUELS ET AVEC TOUS LES DÉFAUTS** par Microsoft et ses fournisseurs, lesquels ne les constitue déniez toutes autres garanties et conditions express, implicites ou en vertu de la loi, notamment (le cas échéant) les garanties, devoirs ou conditions implicites de qualité marchande, d'adaptation à un usage particulier, d'exactitude ou d'exhaustivité des réponses, des résultats, des efforts de soutien selon les règles de l'art, d'absence de virus et de négligence, le tout à l'égard du Produit et de la prestation des services de soutien technique ou de l'omission d'une telle prestation. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOUSSANCE OU À LA POSSESSION FAISABLE, À LA CONCORDANCE À UN DÉCRIPTION NI QUANT À L'ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

**22. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES.** Votre recours exclusif en cas de violation de la présente garantie limitée est décrit ci-dessus. Sauf pour tout remboursement au choix de Microsoft, si le Produit ne respecte pas la garantie limitée de Microsoft et, dans la mesure maximale permise par les lois applicables, même si tout recours n'attend pas son bien entendu, **VOUS N'AVEZ DROIT À AUCUN DOMMAGES, NOTamment DES DOMMAGES INDIRECTS.** Les modalités de la clause «Exclusion des dommages accessoires, indirects et de certains autres dommages» sont également intégrées à la présente garantie limitée. Certains états ou territoires ne permettent pas l'exclusion ou la limitation des dommages indirects ou

### END USER LICENSE AGREEMENT FOR MICROSOFT SOFTWARE.

**IMPORTANT-READ CAREFULLY:** This Microsoft End-User License Agreement ("EULA") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "You") and Microsoft Corporation for the Microsoft software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "Software Product"). The Software Product also includes any software updates, add-on components, web services and/or supplements that Microsoft may provide to You or make available to You after the date of this Software Product to the extent that such terms are not accompanied by a separate license agreement or terms of use. By installing, copying, downloading, accessing or otherwise using the Software Product, You agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software Product; instead, You should return it to Your place of purchase for a full refund.

#### SOFTWARE PRODUCT LICENSE

The Software Product is protected by intellectual property laws and treaties. The Software Product is licensed, not sold.

**1. GENERAL LICENSE.** This Section of the EULA describes Your general rights to install and use the Software Product. The license rights described in this Section are subject to all other terms and conditions of this EULA.

**Grant of License Grant to Install and Use Software Product.** You may install and use one copy of the Software Product on a single computer, device, workstation, terminal, or other digital electronic or analog device ("Device"). You may make a second copy of the Software Product and install it on a portable Device for the exclusive use of the person who is the primary user of the first copy of the Software Product. A license for the Software Product may not be shared.

**Alternative License Grant for Storage/Network Use.** As an alternative to the rights granted in the previous section, You may install a copy of the Software Product on one storage Device, such as a network server, and allow individuals within Your business or enterprise to access and use the Software Product from other Devices over a private network, provided that You acquire and dedicate a license for the storage Device upon which the Software Product is installed and from which the Software Product is accessed and used. A license for Software Product may not be used concurrently on different Devices.

**General License Grant to Install and Use Subscription Product.** The following licensing terms apply to You instead of the license grants in the previous two paragraphs if You licensed a subscription-based Software Product ("Subscription Product"). You may install one copy of the Subscription Product on a single Device and use the Subscription Product for the term of Your subscription. You may also exercise the additional license rights described in the paragraphs below, but only for the term of Your subscription. The initial subscription period begins on the date You first activate Your copy of the Subscription Product and ends three hundred and sixty five (365) days thereafter. You cannot use the Subscription Product after Your subscription expires unless You renew or extend Your subscription. By renewing or extending Your subscription, You agree to be entitled to continue using the Subscription Product for a specified period of time beyond the date when Your previous subscription would have otherwise ended. All the terms and conditions of this EULA will continue to apply to Your use of the Subscription Product during any subsequent renewal periods unless otherwise specified. After the expiration of Your subscription, You can continue to open, view and print any documents You created with the Subscription Product.

**Additional License Grant for Media Elements.** The Software Product may include certain photographs, clip art, animations, sounds, music and video clips (together "Media Elements"). If so, the following terms describe Your rights to the Media Elements:

- o Except as specified in the next Section, You may use, copy and modify the Media Elements and distribute copies of the Media Elements, along with Your modifications, as part of Your software product(s) and service(s), including Your web site(s).
- o You are not licensed to do any of the following:
  - o You may not sell, license or distribute copies of the Media Elements on a stand-alone basis or as part of any collection, product or service where the primary value of the product or service are the Media Elements.
  - o You may not use or distribute any of the Media Elements that include representations of identifiable individuals, governments, logos, initials, emblems, trademarks, or entities for any commercial purposes or to express or imply any endorsement or association with any product, service, entity, or activity.
  - o You may not create obscene or pornographic content from any Media Element.
  - o You must indemnify, hold harmless, and defend Microsoft from and against any claims or lawsuits, including attorneys' fees, that arise from or result from the use or distribution of Media Elements as modified by You.
  - o You must include a valid copyright notice on Your products and services that include copies of the Media Elements.
  - o You may not permit third parties to distribute copies of the Media Elements except as part of Your product or service.

**Additional License Grant for Sharepoint Team Services.** If the Software Product may contain a copy of the Sharepoint Team Services, then, You may install one copy of the software on one Device and allow an unlimited number of individuals within Your business or enterprise to access and use the Sharepoint Team Services on other Devices provided that You acquire and dedicate a license to the Software Product for the Device upon which the Sharepoint Team Services are installed.

You expressly grant and reserve all rights in the software.

#### 2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

**Academic Edition Software.** If the Software Product includes the Academic Edition ("Academic Edition") software license, then the following terms apply to Your use of the Academic Edition Software. If You are not a qualified educational User, you have no rights under this EULA. Microsoft, its suppliers, and the licensors of the Microsoft Software Information Center ("MICROS"), Microsoft's service providers, and the licensors of the Microsoft Software Information Center ("MICROS") do not warrant the accuracy of any information provided by MICROS. The Academic Edition Software license grants the Microsoft software products described in the e-mail, if available, or online documentation to the academic-professional materials. An upgrade, service, or product provided to you as part of the support service are considered part of the Software Product and subject to the terms and conditions of this EULA. You acknowledge and agree that any transfer of the Academic Edition Software to a third party is prohibited, and you agree not to allow Microsoft to make any such transfer without your prior written consent.

**Software Transfer.** Except as specified in this Section, the initial license for the Software Product may make a one-time permitted transfer of the EULA and Software Products only directly to an end user. This transfer must include all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of computer, network, or other electronic means. The transfer of such one-time transfer must agree to the terms of this EULA, including the obligation not to alter, transfer, this EULA and Software Product. Subscription Products are non-transferable.

**Limitations on Reverse Engineering, Decompilation, and Disassembly.** You may not reverse engineer, decompile, or disassemble the Software Product, except only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

**Separation of Component Parts.** The Software Product is licensed as a single product. Its component parts may not be separated for use on more than one Device unless expressly permitted by this EULA.

**Trademarks.** This EULA does not grant You any rights in connection with any trademark, trade dress, service mark, or logo of any licensor of the Software Product.

**No rental, leasing or commercial hosting.** You may not rent, lease, or commercially host, copy, reproduce, create derivative works from, distribute, or otherwise use the Software Product.

**Support Services.** Microsoft may provide You with support services, such as training, technical support, or other services, if available. If provided, the Microsoft products, programs described in the e-mail, if available, or online documentation and other materials. An upgrade, service, or product provided to you as part of the support service are considered part of the Software Product and subject to the terms and conditions of this EULA. You acknowledge and agree that any transfer of the Software Product to a third party is prohibited, and you agree not to allow Microsoft to make any such transfer without your prior written consent.

**Software Transfer.** Except as specified in this Section, the initial license for the Software Product may make a one-time permitted transfer of the EULA and Software Products only directly to an end user. This transfer must include all of the Software Product (including all component parts, the media and printed materials, any upgrades, this EULA, and, if applicable, the Certificate of Authenticity). Such transfer may not be by way of computer, network, or other electronic means. The transfer of such one-time transfer must agree to the terms of this EULA, including the obligation not to alter, transfer, this EULA and Software Product. Subscription Products are non-transferable.

**Termination.** Without prejudice to any other rights, Microsoft may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, You must destroy all copies of the Software Product and all of its component parts.

#### 3. UPGRADES.

**Standard Software Product.** If the Software Product is labeled as an upgrade, You must be properly licensed to use a product identified by Microsoft as being eligible for the upgrade in order to use the Software Product. A Software Product labeled as an upgrade replaces or supplements (and may disable) the product that formed the basis for Your eligibility for the upgrade. You may use the resulting upgraded product only in accordance with the terms of this EULA. If the Software Product is an upgrade of a component of a package of software programs that You licensed as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one Device.

**Upgrades.** The following terms apply to You instead of the terms in the previous paragraph if You licensed a Subscription Product. If Microsoft releases any upgrade or new version of the Subscription Product during the term of Your subscription, You will be entitled to receive a copy of such upgrade(s) or new version(s) at no additional cost, except for any applicable connection charges, taxes, duties and shipping costs if You select fulfillment by mail. Such upgrades shall be considered part of the Subscription Product and subject to all of the terms and conditions of this EULA unless otherwise specified. You acknowledge that such upgrades may include new software, or may require the purchase of additional software. You agree to accept the terms and conditions of the applicable license for any such additional software.

**4. INTELLECTUAL PROPERTY RIGHTS.** All title and intellectual property rights in and to the Software Product (including but not limited to any images, photographs, animations, text, audio, music, code, graphics, and other design elements incorporated into the Software Product, the content displayed on the Software Product, and any copies of the Software Product) are owned by Microsoft or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software Product, but may be accessed through use of the Software Product, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and the EULA grant to You no rights to that content. If this Software Product contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed material accompanying the Software Product.

**5. BACKUP AND ARCHIVAL COPIES.** You may make a backup of the original product pursuant to this EULA, you may keep the original media on which the Software Product was provided by Microsoft solely for backup and archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software Product or the printed materials accompanying the Software Product.

**6. U.S. GOVERNMENT LICENSE RIGHTS.** All Software Product provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described elsewhere herein. All Software Product provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFARS (48 CFR 252.227-7013 (OCT 1988), as applicable.

**7. EXPORT RESTRICTIONS.** You acknowledge that the Software Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.

**8. APPLICABLE LAW.** If you acquired this Software Product in the United States, this EULA is governed by the laws of the State of Washington.

If you acquired this Software Product in Canada, unless expressly prohibited by local law, this EULA is governed by the laws in force in the province of Ontario, Canada; and, in respect of any dispute which may arise hereunder, you consent to the jurisdiction of the federal and provincial courts sitting in Toronto, Ontario. If this Software Product was acquired outside the United States, then local law may apply. Should you have any questions concerning this EULA, or if you desire to contact Microsoft for any reason, please contact the Microsoft subsidiary serving your country, or write: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399.

#### 9. LIMITED WARRANTY

**LIMITED WARRANTY FOR SOFTWARE PRODUCTS ACQUIRED IN THE US AND CANADA.** Microsoft warrants that the SOFTWARE PRODUCT will perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt.

If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the SOFTWARE PRODUCT, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day limited warranty period are not covered by any warranty or condition, damages, implied or statutory.

**10. LIMITATION OF REMEDY AND REMEDIES; NO CONSEQUENTIAL, OR OTHER DAMAGES.** Your exclusive remedy for any breach of this Limited Warranty is as set forth below. Except for any refund elected by Microsoft, YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, if the Software Product does not meet Microsoft's Limited Warranty, and to the maximum extent allowed by applicable law, even if any remedy fails of its essential purpose. The terms of Section 11 below ("Exclusion of Incidental, Consequential and Certain Other Damages") are also incorporated into this Limited Warranty. Some state/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

**YOUR EXCLUSIVE REMEDY.** Microsoft's and its suppliers' entire liability and your exclusive remedy shall be, at Microsoft's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Software Product, or (b) repair or replacement of the Software Product, that does not meet this Limited Warranty and that is returned to Microsoft with a copy of your receipt. You will receive the remedy elected by Microsoft without charge, except that you are responsible for any expenses you may incur (e.g. cost of shipping the Software Product to Microsoft). This Limited Warranty is void if failure of the Software Product has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Software Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

**11. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** FOR THE LIMITED WARRANTY AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO YOUR WARRANTY BOOKLET INCLUDED WITH THIS PACKAGE OR PROVIDED WITH THE SOFTWARE PRODUCT PRINTED MATERIALS. YOUR REMEDY SHALL BE LIMITED TO THE REMEDIES SPECIFICALLY IDENTIFIED IN YOUR WARRANTY BOOKLET AND WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**12. DISCLAIMER OF WARRANTIES.** THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. MICROSOFT AND ITS SUPPLIERS PROVIDE THE SOFTWARE AND SUPPORT SERVICES (IF ANY) *AS IS AND WITH ALL FAULTS*, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES AND OF LACK OF NEGLIGENCE. ALL WARRANTIES, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT OF THE SERVICE ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**13. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MICROSOFT OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE PRODUCT, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS EULA, OR IN CONNECTION WITH ANY USE OF THE SOFTWARE PRODUCT, INCLUDING THE LIMITED WARRANTY SET FORTH ABOVE, BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE AND EVEN IF YOU HAVE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**14. LIMITATION OF LIABILITY AND REMEDIES; NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY)), YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY)) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.**

**15. ENTIRE AGREEMENT.** THIS EULA (including any addendum or amendment to this EULA which is included with the Software Product) is the entire agreement between you and Microsoft relating to the Software Product. To the extent the terms of any Microsoft products or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

Si vous avez acquis votre produit Microsoft au CANADA, la garantie limitée suivante vous concerne :

#### GARANTIE LIMITEE

Microsoft garantit que le Produit fonctionnera conformément aux documents inclus pendant une période de 90 jours suivant la date de réception.

Si une garantie ou condition implicite est créée par votre État ou votre territoire et/ou la loi fédérale ou provinciale ou l'État en interdit le déni, vous jouissez également d'une garantie ou condition implicite, MAINTENANT QUE CE SOIT QUANT AUX DÉFAUTS DÉCOUVERTS APRÈS CETTE PÉRIODE DE QUATRE-VINGT-DIX JOURS. Certains États ou territoires ne permettent pas de limiter la durée d'une garantie ou condition implicite, de sorte que la limitation ci-dessus ne s'applique pas à vous.

Tous les suppléments ou mises à jour fournis au Produit, notamment, les ensembles de services ou les réparations à chaud (le cas échéant) qui vous sont fournis après l'expiration de la période de quatre-vingt-dix (90) jours, ne sont pas couverts par cette garantie limitée. Seul le remboursement du produit est autorisé, à moins que le produit ne soit défectueux à la date de livraison. Cette garantie limitée est offerte en l'état, sans garantie de résultat, de précision, de commodité, de précision ou de valeur. Les suppléments ou mises à jour fournis au Produit sont garantis pendant la période de garantie initiale ou pendant trente (30) jours, whichever is longer. Outside the United States or Canada, neither these remedies nor any product support services offered by Microsoft are available without proof of purchase from an authorized international source. To exercise your remedy, contact: Microsoft, Attn: Microsoft Sales Information Center/One Microsoft Way/Redmond, WA 98052-6399, or the Microsoft subsidiary serving your country.

11. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET D'AUTRES. POUR LA GARANTIE LIMITEE ET LES DISPOSITIONS PARTICULIÈRES CONCERNANT VOTRE JURISDICTION, VOTRE GARANTIE DOIT ÊTRE LIÉE À VOTRE LIVRET DE GARANTIE INCLUSE AVEC VOTRE PRODUIT ET À VOTRE LIVRET DE GARANTIE INCLUSE AVEC VOTRE PRODUIT. VOTRE GARANTIE SERA LIMITÉE AUX REMÈDES IDENTIFIÉS DANS VOTRE LIVRET DE GARANTIE ET SERA LIMITÉE AU MAXIMUM EXTENT PERMIS PAR LA LOI APPLICABLE.

12. DÉCLARATION DE GARANTIES. LA GARANTIE LIMITEE CI-DESSUS CONSTITUE LA SEULE GARANTIE EXPRESSE QUE VOUS OBTENEZ ET REMPLACE TOUTES AUTRES GARANTIES EXPRESSES (S'IL EN EST MENTIONNÉ) DANS UN DOCUMENT DÉFINI PAR MICROSOFT ET SES FOURNISSEURS, LESQUELS PEUVENT ÊTRE PRÉSENTS DANS TOUTES AUTRES GARANTIES ET CONDITIONS EXPRESSES, IMPLIQUES OU EN VERTU DE LA LOI, NOTAMMENT (LE CAS ÉCHÉANT) LES GARANTIES, DEVOURS OU OBLIGATIONS IMPLIQUES DE QUALITÉ INTRINSÈQUE, D'ADAPTATION À UN USAGE PARTICULIER, D'EXACITEUR DE VOTRE ENTREPRISE, DES RÉSULTATS, DES EFFETS DÉPOSÉS SELON LES RÈGLES D'ART, L'ABSENCE DE VIRUS ET DE NÉCESSITÉ, LE TOU À L'ÉGARD DU PRODUIT ET DE LA PRESTATION DES SERVICES DE SOUTIEN TECHNIQUE OU DE L'OMISSION D'UNE TELLE PRESTATION. PAR AILLEURS, IL N'Y A AUCUNE GARANTIE OU CONDITION QUANT AU TITRE DE PROPRIÉTÉ, À LA JOISSANCE OU À LA POSSESSION FAISABLE, À LA CONCORDANCE À UNE DESCRIPTION NI QUANT À L'ABSENCE DE CONTREFAÇON CONCERNANT LE PRODUIT.

13. EXCLUSION DES DOMMAGES ACCESSOIRES, INDIRECTS ET DE CERTAINS AUTRES DOMMAGES. DANS LA MESURE MAXIMALE PERMISE PAR LES LOIS APPLICABLES, EN AUCUN CAS MICROSOFT NI SES FOURNISSEURS NE SERONT RESPONSABLES DES DOMMAGES SPÉCIAUX, CONSÉQUENTS, ACCESSOIRES OU INDIRECTS DE QUÉLQUE NATURE QUE CE SOIT (NOTAMMENT, LES DOMMAGES ACCESSOIRES, INDIRECTS ET D'AUTRES). POUR LA GARANTIE LIMITEE ET LES DISPOSITIONS PARTICULIÈRES CONCERNANT VOTRE JURISDICTION, VOTRE GARANTIE DOIT ÊTRE LIÉE À VOTRE LIVRET DE GARANTIE INCLUSE AVEC VOTRE PRODUIT ET À VOTRE LIVRET DE GARANTIE INCLUSE AVEC VOTRE PRODUIT. VOTRE GARANTIE SERA LIMITÉE AUX REMÈDES IDENTIFIÉS DANS VOTRE LIVRET DE GARANTIE ET SERA LIMITÉE AU MAXIMUM EXTENT PERMIS PAR LA LOI APPLICABLE.

14. LIMITATION DE LA RESPONSABILITÉ ET DES REMÈDES; NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY)), YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY REPAIR OR REPLACEMENT ELECTED BY MICROSOFT WITH RESPECT TO ANY BREACH OF THIS LIMITED WARRANTY)) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

15. ENTIERE ACCORD. CE DOCUMENT (y compris tout addenda ou amendement à ce document qui est inclus avec le Produit) est l'accord complet entre vous et Microsoft concernant le Produit. Si les termes de n'importe quel produit ou programme de services de support de Microsoft sont en conflit avec les termes de ce document, les termes de ce document s'imposeront.

# Questa è la "vera" licenza che avete accettato quando avete installato il programma

# QUIZ: dov'è questo file sul vostro computer?

## Hint: EULA

# Licenze elettroniche (1)

---

- ▶ Nel mondo ICT, la licenza d'uso può essere rappresentata in diversi modi (le opzioni non si escludono a vicenda)
- ▶ Come una **«nota» associata** al contenuto
  - ▶ Nota di copyright sulla custodia di un CD/DVD
  - ▶ Nota di copyright nel footer di un sito web
- ▶ Inserita nel lavoro, come parte del **contenuto**
  - ▶ Nella seconda slide, nell'ultima slide, nel footer, ...
  - ▶ Nei titoli di testa o di coda del video
  - ▶ Collegata ad una funzionalità del software, come un menù o bottone (About...)

# Licenze elettroniche (2)

---

- ▶ Incorporate nel lavoro come informazioni **machine-readable**
  - ▶ Visibile nelle proprietà dei file
  - ▶ Collegata ad un menù o bottone (About...)
- ▶ Incorporate nel lavoro come informazioni machine-readable e **machine-enforced**
  - ▶ Codice regionale per i DVD, con protezione CSS
  - ▶ Sistemi di protezione dalla copia per software tradizionale
  - ▶ Crittografia con DRM per la musica on-line





# Licenze aperte ed Internet

Copyright e Licenze (Aperite)

# Perché Internet è diversa

---

- ▶ Commentare e linkare è l'essenza stessa di Internet
- ▶ I motori di ricerca copiano e redistribuiscono contenuti!
- ▶ La popolarità è la chiave per il successo (occorre abbassare le barriere di accesso)
- ▶ Molti lavori vengono pubblicati proprio per condividerli il più possibile!
- ▶ Spesso l'editore/distributore scompare dalla catena del valore
- ▶ Le regole del copyright classico non sono adatte in questo contesto (ma legalmente continuano ad essere valide)

# Caso d'uso 1

Perché Internet  
è diversa

- ▶ Il creatore di un sito web desidera che esso sia disponibile indefinitamente come una risorsa pubblica e gratuita.
- ▶ Vorrebbe che chiunque possa creare copie del sito web, o utilizzarne i contenuti per altri progetti, senza necessariamente dover ottenere il permesso.
- ▶ Dopo la morte dell'autore, non dovrebbe essere illegale per 70 anni copiare il contenuto o continuare a lavorare sul sito, come invece implicano le norme standard sul copyright.

## Caso d'uso 2

Perché Internet  
è diversa

- ▶ Un musicista o una band vogliono rendere la loro musica disponibile ad un pubblico più ampio possibile, e decidono che pubblicarla on-line sarebbe una buona idea.
- ▶ Allo stesso tempo, vorrebbero evitare che chiunque altro possa trarre vantaggio commerciale dalla propria musica, senza averne un esplicito permesso.

# Caso d'uso 3

Perché Internet  
è diversa

- ▶ Un fotografo part-time o un disegnatore non hanno alcuna riserva al fatto che altri possano utilizzare o condividere il loro lavoro, anche commercialmente.
- ▶ Vorrebbero però che il lavoro fosse riconosciuto come prodotto da loro, e che vengano opportunamente riconosciuti ogniqualvolta il loro lavoro viene utilizzato.

# Caso d'uso 4

Perché Internet  
è diversa

- ▶ Un video amatore sperimentale, che desidera condividere i propri spezzoni di filmanti, permettendo di utilizzarne dei frammenti (remix) nei loro film.
- ▶ Sarebbe disponibile a concederlo gratuitamente, se il film fosse distribuito gratuitamente, ma desidererebbe un compenso economico se il film a sua volta generasse dei profitti.

# Caso d'uso 5

Perché Internet  
è diversa

- ▶ Una persona è alla ricerca di immagini, musica e video già esistenti, al fine di elaborarli e mixarli con altri contenuti, per creare un nuovo prodotto.
- ▶ Potrebbe essere necessario pagare le royalty, ma ciò non sempre è facile (es. Sony) (es. indie).
- ▶ Per gli autori, può essere interessante che le proprie opere vengano utilizzate in un contesto completamente diverso (nel quale loro comunque non potrebbero arrivare commercialmente)

# Caso d'uso 6

---

Perché Internet  
è diversa

- ▶ Un docente è interessato a rendere disponibile il materiale del proprio corso in modo che altri lo possano utilizzare, commentare, integrare, criticare.
- ▶ Eventualmente, vorrebbe un ambiente collaborativo nel quale creare e migliorare i corsi.



# Caso d'uso 7

Perché Internet  
è diversa

- ▶ Un ricercatore, critico o saggista vuole che i propri scritti siano accessibili liberamente, alle biblioteche scolastiche ed ai cittadini.
- ▶ Un ostacolo è però il contratto che gli editori accademici richiedono di firmare per la pubblicazione dei lavori, che impedisce all'autore di ridistribuire il proprio lavoro, e che impone alle università dei canoni di utilizzo elevatissimi.

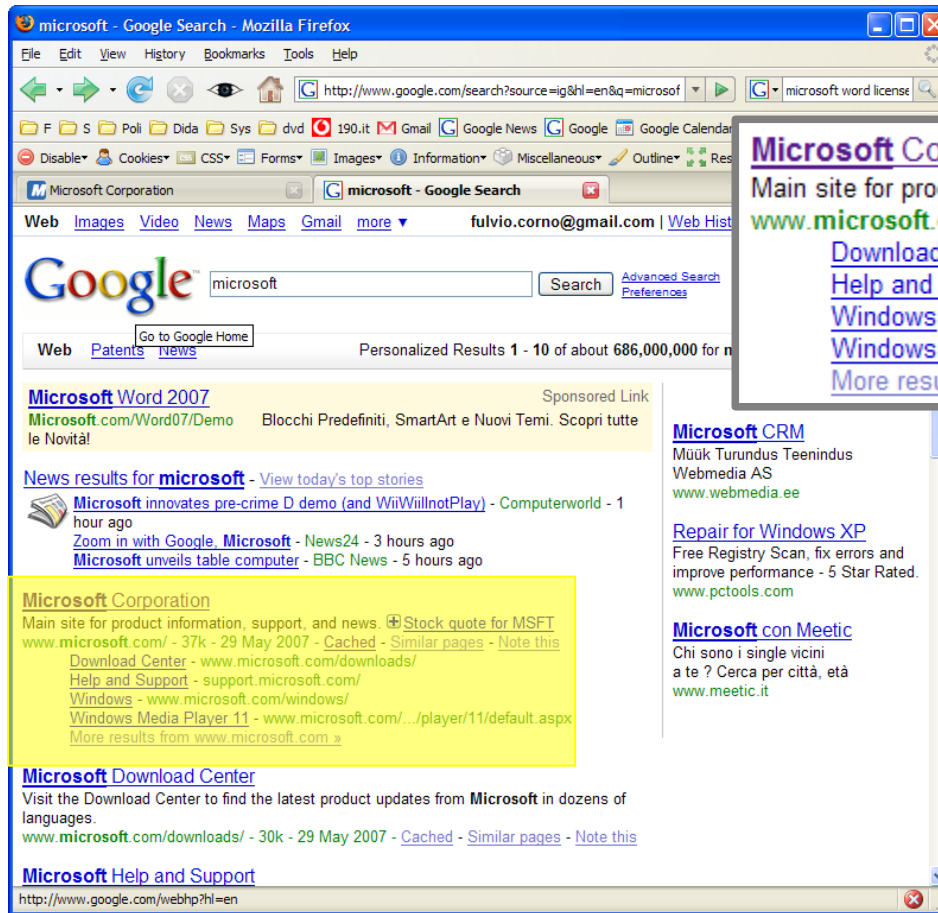
# Il caso dei motori di ricerca

---

- ▶ Le condizioni d'uso (Terms of Use) del sito web di Microsoft dicono:
  - ▶ **You may not** modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Services.
  - ▶ Salvo quanto altrimenti specificato, i Servizi sono per utilizzo personale e non commerciale. L'utente non è autorizzato a modificare, duplicare, distribuire, trasmettere, visualizzare, eseguire, riprodurre, pubblicare, concedere in licenza, trasferire, vendere o creare materiale correlato da qualsivoglia informazione, software, prodotto o servizio ottenuto dai Servizi.
- ▶ Significa che per Google sia illegale indicizzare il sito web di Microsoft?

<http://www.microsoft.com/about/legal/en/us/Copyright/Default.aspx>

# Però il sito viene indicizzato...



**Microsoft Corporation**  
Main site for product information, support, and news. [Stock quote for MSFT](#)  
[www.microsoft.com/](http://www.microsoft.com/) - 37k - 29 May 2007 - [Cached](#) - [Similar pages](#) - [Note this](#)  
[Download Center](#) - [www.microsoft.com/downloads/](http://www.microsoft.com/downloads/)  
[Help and Support](#) - [support.microsoft.com/](http://support.microsoft.com/)  
[Windows](#) - [www.microsoft.com/windows/](http://www.microsoft.com/windows/)  
[Windows Media Player 11](#) - [www.microsoft.com/.../player/11/default.aspx](http://www.microsoft.com/.../player/11/default.aspx)  
[More results from www.microsoft.com >](#)

<http://www.microsoft.com/robots.txt>



# Il contenuto viene copiato e ricordato (cache)

Microsoft Corporation - Mozilla Firefox

File Edit View History Bookmarks Tools Help

http://216.239.59.104/search?q=cache:VRA90SkpgNsJ:www microsoft word license

F S Poli Dida Sys dvd 190.it Gmail Google News Google Google Calendar Blog di Beppe Grillo

Disable Cookies CSS Forms Images Information Miscellaneous Outline Resize Tools View Source

Microsoft Corporation Microsoft Corporation

This is Google's cache of <http://www.microsoft.com/> as retrieved on 29 May 2007 11:30:23 GMT. Google's cache is the snapshot that we took of the page as we crawled the web. The page may have changed since that time. Click here for the [current page](#) without highlighting. This cached page may reference images which are no longer available. Click here for the [cached text](#) only. To link to or bookmark this page, use the following url: <http://www.google.com/search?q=cache:VRA90SkpgNsJ:www.microsoft.com/+microsoft&hl=en&et=clnk&ed=1>

Google is neither affiliated with the authors of this page nor responsible for its content.

These search terms have been highlighted: **microsoft**

United States Ch

**Microsoft Corporation**

Main site for product information, support, and news. [Stock quote for MSFT](#)

[www.microsoft.com/](http://www.microsoft.com/) - 37k - 29 May 2007 - **Cached** Similar pages - Note this

[Download Center](#) - [www.microsoft.com/downloads/](http://www.microsoft.com/downloads/)

[Help and Support](#) - [support.microsoft.com/](http://support.microsoft.com/)

[Windows](#) - [www.microsoft.com/windows/](http://www.microsoft.com/windows/)

[Windows Media Player 11](#) - [www.microsoft.com/.../player/11/default.aspx](http://www.microsoft.com/.../player/11/default.aspx)

[More results from www.microsoft.com »](#)

soft™ Your potential. Our passion.™

sweet deals for students + educators

Save up to **75%** on our products

organic produce

Live Search Find what you like →

Turn over a new mouse Laser pointer, media remote + more →

Done

# Asimmetria dell'informazione

---

- ▶ **Sempre dai Terms of Use di Microsoft**
  - ▶ [...] by posting, uploading, inputting, providing or submitting your Submission **you are granting** Microsoft, [...] **permission** to use your Submission in connection with the operation of their Internet businesses[...], **including, without limitation, the license rights to:** copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name [...]; and the right to sublicense such rights to any supplier of the Services.
  - ▶ **No compensation** will be paid with respect to the use of your Submission [...]

# YouTube

---

- ▶ Ogni video ha associata una licenza, definita nel momento in cui viene fatto l'upload
  - ▶ Standard YouTube License
  - ▶ Creative Commons Attribution license (reuse allowed)
- ▶ L'autore può decidere se permettere l'embedding
  - ▶ Se esiste la voce "embed/incorpora", allora è permesso
- ▶ È sempre permesso il linking
  - ▶ Attenzione ai video "unlisted"

Da leggere! (è facile...)

<https://www.youtube.com/t/terms>



# Licenze aperte per prodotti software

Copyright e Licenze (Aperte)

# Scaletta

---

- ▶ Perché il software è così diverso dalle altre forme di proprietà intellettuale?
- ▶ La Free Software Foundation (FSF)
- ▶ Licenze commerciali
- ▶ Licenze OSI-approved
- ▶ MIT/GPL/LGPL
- ▶ FDL



# Nota terminologica: «free» vs «free»

---

## «Free» as in beer

- ▶ Corrispondente di «gratuito»
- ▶ È relativo all'assenza di un prezzo o di un costo per l'utilizzo
- ▶ Legato ai diritti commerciali

## «Free» as in speech

- ▶ Corrispondente di «libero»
- ▶ È relativo all'assenza di limitazioni o restrizioni
- ▶ Legato ai diritti civili

# Software libero (1)

---

- ▶ Il software libero riguarda la libertà degli utenti di eseguire, copiare, distribuire, studiare, modificare e migliorare il software.
- ▶ Più precisamente, si riferisce a quattro tipologie di libertà, dal punto di vista degli utenti del software:
  - ▶ Libertà 0: la libertà di eseguire e utilizzare il programma, per qualsiasi scopo
  - ▶ Libertà 1: la libertà di studiare come funziona il programma, ed adattarlo per le proprie esigenze. L'accesso al codice sorgente è una condizione necessaria per questa libertà.

# Software libero (2)

---

- ▶ Libertà 2: la libertà di ridistribuire delle copie del software originale, in modo anche anche i vostri vicini o collaboratori possano fruire delle stesse libertà.
- ▶ Libertà 3: la libertà di migliorare il programma e di distribuire i miglioramenti al pubblico, in modo che l'intera comunità ne possa trarre beneficio. L'accesso al codice sorgente è una condizione necessaria per questa libertà.

The Free Software Definition,  
<http://www.fsf.org/licensing/essays/free-sw.html>

# Free vs Free: ambiguità nel software

---

## «Free» as in beer

- ▶ Non ha un prezzo, ma può avere limitazioni d'uso
- ▶ Es: gratuito per utilizzo personale o non commerciale
- ▶ Es: versione dimostrativa limitata gratuita di un programma commerciale

## «Free» as in speech

- ▶ Sono libero di fare ciò che voglio, a patto che non impedisca la stessa libertà agli altri
- ▶ Es: esistono molti programmi liberi, con codice sorgente disponibile
- ▶ Es: è assolutamente lecito vendere programmi liberi, propri o altrui, per coprire i costi di sviluppo, distribuzione, ecc.

# Principi del software libero

---

- ▶ 1. Free Redistribution
- ▶ 2. Source Code
- ▶ 3. Derived Works
- ▶ 4. Integrity of The Author's Source Code
- ▶ 5. No Discrimination Against Persons or Groups
- ▶ 6. No Discrimination Against Fields of Endeavor
- ▶ 7. Distribution of License
- ▶ 8. License Must Not Be Specific to a Product
- ▶ 9. License Must Not Restrict Other Software
- ▶ 10. License Must Be Technology-Neutral

The Open Source Definition,  
<http://www.opensource.org/docs/definition.php>

# Principio chiave delle licenze libere

---

- ▶ Una licenza libera è una forma di copyright. Non annulla il copyright, ma lo sfrutta
- ▶ Si usa il diritto dell'autore di imporre delle limitazioni agli utilizzatori del software
- ▶ L'autore garantisce dei diritti (free+free) agli utilizzatori, imponendo delle limitazioni
- ▶ Le limitazioni imposte impediscono agli utilizzatori di imporre a loro volta delle restrizioni agli eventuali lavori derivati o ridistribuiti
- ▶ Il mancato rispetto di tali restrizioni rende la licenza non valida (auto-distruzione)

# Esempio: la licenza MIT

---

Copyright (c) <year> <copyright holders>

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE.

# Esempio: licenze GPL/LGFS

---

- ▶ La licenza più utilizzata tra quelle open source
  - ▶ Linux, molti dei programmi che girano su Linux, e circa il 50% di tutto il software libero
- ▶ GPL garantisce agli utenti di un programma i diritti del software libero, ed utilizza il «copyleft» per garantire che queste libertà vengano preservate, anche quando il lavoro venisse modificato
  - ▶ GPL non fornisce diritti di distribuzione illimitati. Il diritto di redistribuzione è garantito solo se la distribuzione avviene usando nuovamente la stessa licenza GPL, e viene incluso anche il codice sorgente.

<http://opensource.org/licenses>



# Conseguenze pratiche

---

- ▶ Moltissimo software libero disponibile
- ▶ Alcuni software liberi sono di altissima qualità, allo stesso livello dei programmi commerciali
- ▶ Sono sempre possibili modifiche e adattamenti ai programmi liberi (avendone le capacità tecniche)
- ▶ La ri-distribuzione a studenti o colleghi non è mai un problema.

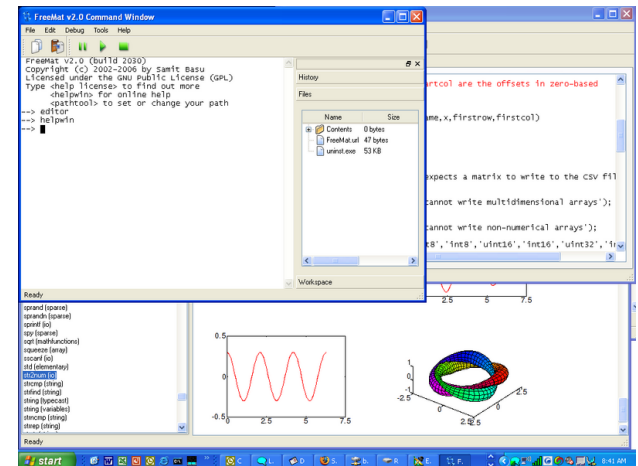
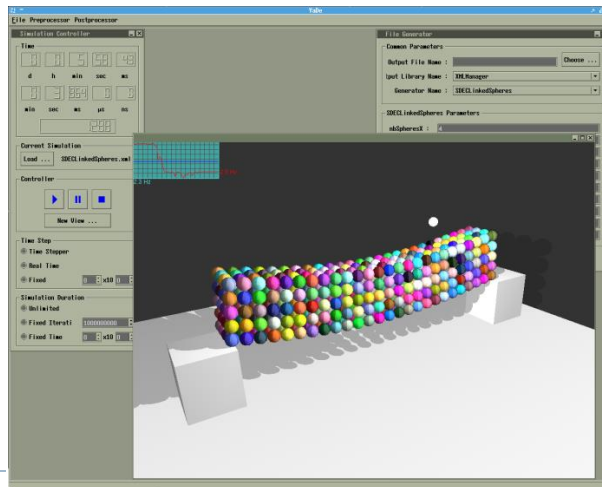
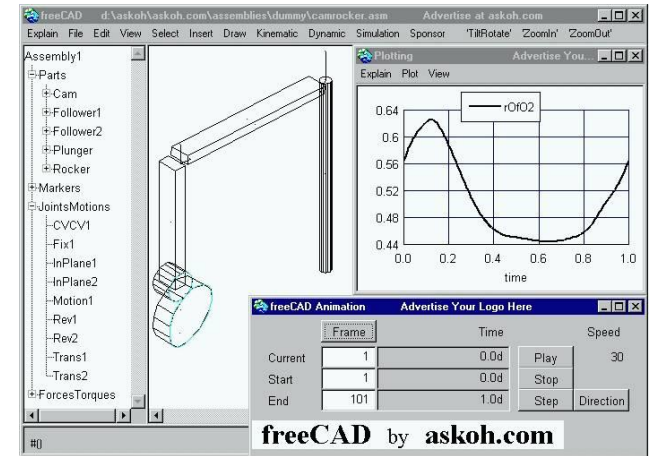
# Esempi notevoli: software da ufficio

---

- ▶ OpenOffice.org/LibreOffice (invece di Microsoft Office)
- ▶ GIMP (invece di Photoshop)
- ▶ Inkscape (invece di Illustrator)
- ▶ 7-Zip (invece di Winzip)
- ▶ Firefox (invece di Internet Explorer)
- ▶ Thunderbird (invece di Outlook)
- ▶ PDFCreator (invece di Acrobat)
- ▶ ....

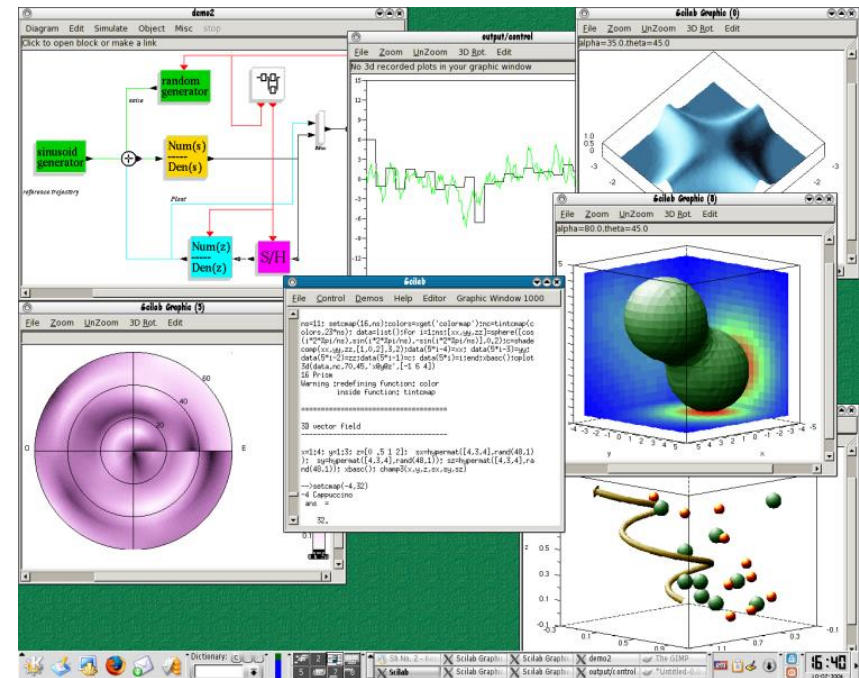
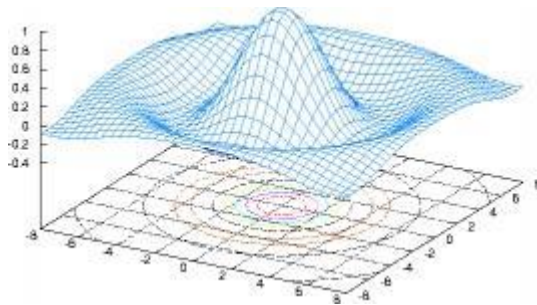
# Esempi notevoli: software scientifico

- ▶ FreeCAD
- ▶ FreeMat
- ▶ Yet Another Dynamic Engine



# Esempi notevoli: software scientifico

- ▶ Octave
- ▶ Scilab
- ▶ JMathLib



# Dove trovare software libero?

---

- ▶ <http://freshmeat.net/>
- ▶ <http://sourceforge.net/>
- ▶ <http://savannah.gnu.org/>
- ▶ <http://savannah.nongnu.org/>



# Licenze per contenuti creativi

Copyright e Licenze (Aperite)

# I contenuti non sono software

---

- ▶ **Come docenti, produciamo molto materiale**
  - ▶ Deve essere condiviso
  - ▶ Deve essere protetto da utilizzi non desiderati
  - ▶ Deve essere aggiornabile (da noi e da altri)
  - ▶ Non è software
- ▶ **Sono necessarie licenze specifiche che si applichino ai contenuti creativi (opere dell'ingegno), ed in particolare ai contenuti didattici**

# Esempio

## Library of Congress Cataloging-in-Publication Data

Rosen, Lawrence E.

Open source licensing : software freedom and intellectual property law /  
Lawrence Rosen.—1st ed.  
p. cm.

Includes bibliographical references and index.

ISBN 0-13-148787-6 (pbk.)

1. Open source software—Law and legislation—United States. I. Title.

KF3024.C6R67 2004

346.7304'8—dc22

2004050558

Publishing partner: *Mark Teub*

Editorial assistant: *Noreen Regina*

Marketing manager: *Robin O'Brien*

Production: *BooksCraft, Inc., Indianapolis, IN*

Cover designer: *Mary Jo DeFranco*

Original book copyright © 2005 Lawrence Rosen

Foreword copyright © 2005 Lawrence Lessig



Published by Prentice Hall Professional Technical Reference  
Upper Saddle River, New Jersey 07458

Prentice Hall books are widely used by corporations and government agencies for training, marketing, and resale. For information regarding corporate and government bulk discounts please contact:

Corporate and Government Sales  
(800) 382-3419  
corpsales@pearsontechgroup.com

Company and product names mentioned herein are the trademarks or regis-

The author distributes an *online version* of this book under the Academic Free License version 2.1, an open source license described in this book. *This printed version* of the book is not so licensed and you may not copy, modify, or distribute *this printed version* (which includes copyrighted work contributed by the publisher) without the prior written approval of the publisher.

intending this to be legal advice. You are encouraged to show this book to your attorney and obtain his or her independent advice about how to proceed.

Text printed in the United States on recycled paper at Courier in Stoughton, Massachusetts.

Second printing, February 2005

ISBN 0-13-148787-6

- ▶ Versione on-line e versione cartacea
- ▶ Alle due versioni si applicano licenze diverse
- ▶ On-line: distribuzione diretta dell'autore, con licenza AFL2.1
- ▶ Cartaceo: distribuzione PHPTR, con copyright restrittivo



# Creative Commons

---

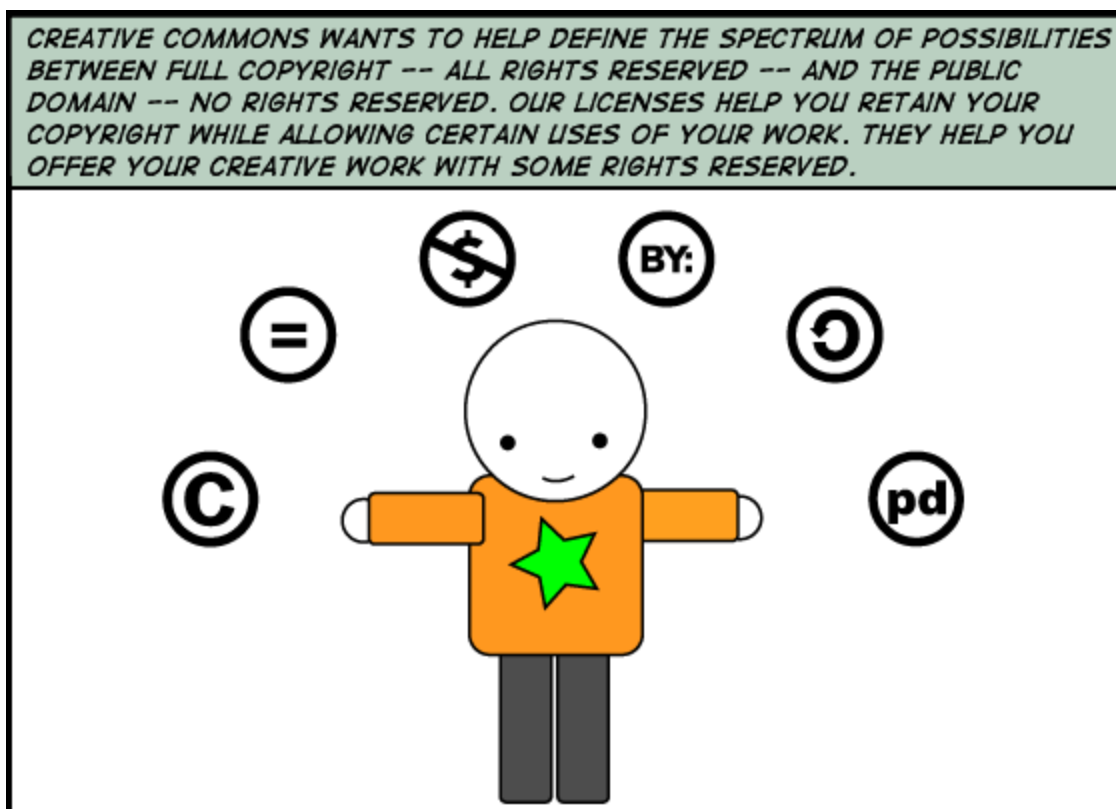
- ▶ Licenze aperte per le opere dell'ingegno
- ▶ Ottenere una certa uniformità a livello internazionale
- ▶ Facili da utilizzare, senza dover essere avvocati o giuristi
- ▶ Scelta di quali diritti rilasciare e quali mantenere
- ▶ Personalizzabili a diverse tipologie di contenuti (libri, musica, ...)
- ▶ Facili da applicare

<http://creativecommons.org/>



# Uno spettro di diritti

---



# Attribution

THERE ARE FOUR CONDITIONS YOU CAN APPLY WITH A CREATIVE COMMONS LICENSE. THE FIRST IS AN **ATTRIBUTION REQUIREMENT**. LET'S SAY THAT I'M A BUDDING PHOTOGRAPHER AND WANT TO GET MY NAME AND WORK OUT ON THE WEB. THE ATTRIBUTION OPTION LETS PEOPLE FREELY REDISTRIBUTE MY PHOTOS AS LONG AS THEY GIVE ME CREDIT.



*ATTRIBUTION*



*NONCOMMERCIAL*



*NO DERIVATIVE WORKS*




*SHARE ALIKE*





# Non commercial

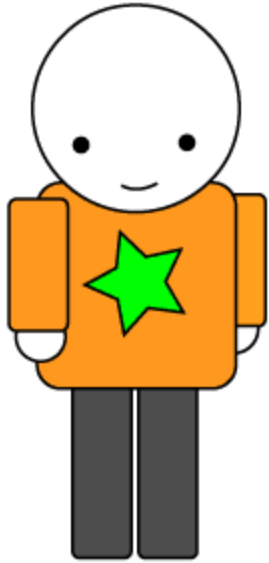


*ANOTHER OPTION IS TO SPECIFY **NO COMMERCIAL USE**. THIS LETS ME SHARE MY PHOTOGRAPH WITH THE WORLD BUT PROHIBITS OTHERS FROM MAKING MONEY OFF IT. IF SOMEONE WANTS TO USE MY PHOTO FOR COMMERCIAL PURPOSES, THEY HAVE TO GET MY PERMISSION FIRST. THAT'S WHEN I MIGHT ASK THEM FOR SOME MONEY!*

**BY:** *ATTRIBUTION*

 *NONCOMMERCIAL*

 *NO DERIVATIVE WORKS*


 *SHARE ALIKE*




# No Derivative Works

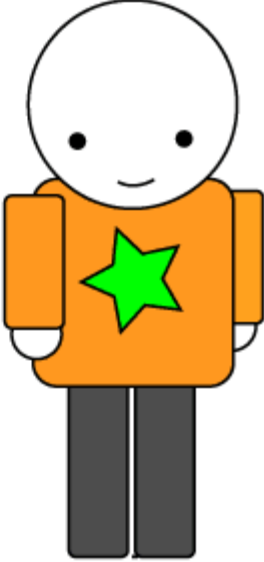
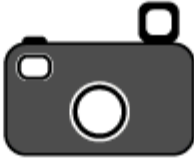

THE THIRD OPTION IS TO DECLARE **NO DERIVATIVE WORKS**. THIS LETS OTHERS COPY AND REDISTRIBUTE MY PHOTO -- BUT ONLY IF THEY DO SO WITHOUT ALTERING OR TRANSFORMING IT. I MIGHT CHOOSE THIS OPTION IF I WANT MY PHOTOS DISTRIBUTED ONLY IN THEIR WHOLE, ORIGINAL STATE.

**BY:** *ATTRIBUTION*

 *NONCOMMERCIAL*

**⌘** *NO DERIVATIVE WORKS*

 *SHARE ALIKE*



# Share Alike

THE LAST OPTION IS SOMETHING WE CALL **SHARE ALIKE**. **SHARE ALIKE** REQUIRES PEOPLE WHO TRANSFORM OR BUILD ON MY ORIGINAL PHOTOGRAPH TO MAKE THE RESULTING WORK AVAILABLE ON THE SAME TERMS I GAVE THEM. LET'S SAY I PICK A LICENSE THAT INCLUDES THE **SHARE ALIKE** OPTION AS WELL AS THE **ATTRIBUTION** AND **NONCOMMERCIAL** CONDITIONS.



ATTRIBUTION



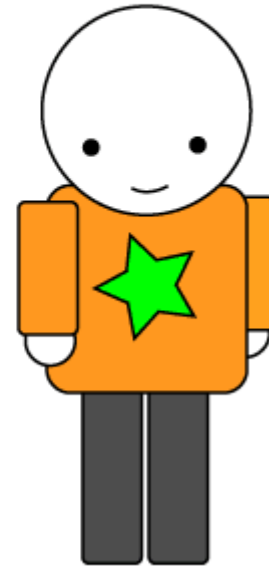
NONCOMMERCIAL



NO DERIVATIVE WORKS

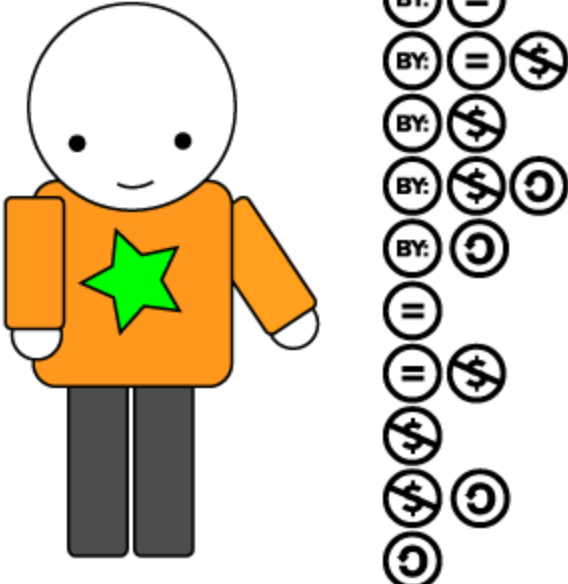


SHARE ALIKE



# Combinazioni possibili

SO, THAT IS HOW EACH OF THE FOUR OPTIONS WORK -- AND YOU CAN COMBINE THEM TO REFLECT YOUR PREFERENCES. THERE ARE ELEVEN COMBINATIONS IN ALL.



The diagram illustrates the possible combinations of Creative Commons Attribution (CC BY) and Attribution-NonCommercial (CC BY-NC) licenses. The stick figure character represents the user, and the vertical list of icons shows the 11 possible combinations:

- BY
- BY =
- BY = \$
- BY \$
- BY \$ ©
- BY ©
- =
- = \$
- \$
- \$ ©
- ©

# Public Domain

---



*NOW, IF YOU'D RATHER RELEASE ALL CONTROL OF YOUR WORK TO THE PUBLIC, WITH NO CONDITIONS WHATSOEVER, YOU CAN USE THE CREATIVE COMMONS WEBSITE TO DEDICATE YOUR WORK TO THE PUBLIC DOMAIN. THE PUBLIC DOMAIN DEDICATION IS DIFFERENT FROM A LICENSE -- IT'S A WAY OF DECLARING, SIMPLY, "NO RIGHTS RESERVED."*






# Come funziona?

**ANITA GOT A LICENSE EXPRESSED IN THREE WAYS: 1) COMMONS DEED, 2) LEGAL CODE, 3) DIGITAL CODE.**

Human-Readable Commons Deed	Lawyer-Readable Legal Code	Machine-Readable Digital Code
 <p><b>Attribution-NonCommercial-ShareAlike 4.0</b></p> <p><b>Key License Terms:</b></p> <ul style="list-style-type: none"> <li><b>BY:</b> Attribution. The licensee permits others to copy, distribute, display, and perform the work, in return, licensee must give the original author credit.</li> <li><b>NC:</b> Noncommercial. The licensee permits others to copy, distribute, display, and perform the work, in return, licensee may not use the work for commercial purposes — unless they get the licensee's permission.</li> <li><b>SA:</b> Share-Alike. The licensee permits others to distribute derivative works under a license identical to the one that governs the licensee's work.</li> </ul> <p>Licensee has authorized this Commons Deed with their copyrighted work because he or she wants to give us the benefit of the Creative Commons license. Thank you!</p> <p><a href="#">Learn More About CC Licenses</a></p>	 <p><b>Attribution-NonCommercial-ShareAlike 4.0</b></p> <p>CREATIVE COMMONS CORPORATION IS NOT A LAW FIRM AND DOES NOT PROVIDE LEGAL SERVICES. DISTRIBUTION OF THIS COMMONS DEED DOES NOT CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP. CREATIVE COMMONS PROVIDES THIS INFORMATION ON AN "AS-IS" BASIS. CREATIVE COMMONS MAKES NO WARRANTIES REGARDING THE USE OF THIS DOCUMENT OR THE DOCUMENT'S FITNESS FOR ANY PARTICULAR PURPOSE. IT IS THE USER'S RESPONSIBILITY TO OBTAIN APPROPRIATE LEGAL COUNSEL BEFORE ENGAGING IN ANY ACTIVITY THAT MAY BE RESTRICTED BY APPLICABLE LAW.</p> <p><b>TERMS</b></p> <p>THE WORK (AS DEFINED BELOW) IS PROVIDED UNDER THE TERMS OF THIS CREATIVE COMMONS PUBLIC LICENSE ("CC BY-NC-SA LICENSE") WHICH IS SUBJECT TO CERTAIN PROVISIONS WHICH ARE SET FORTH BELOW.</p> <p>BY EXERCISING ANY RIGHTS TO THE WORK PROVIDED HERE, YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. THE LICENSOR OFFERS THIS LICENSE AS A FAVORABLE OPTION TO CONTRACTS AND/OR TRANSACTIONS THAT MAY OTHERWISE APPLY TO THE WORK YOU ARE REPRODUCING.</p> <p><b>1. Definitions.</b></p> <ol style="list-style-type: none"> <li>"<b>Adaptation</b>" means a modification of the Work which includes, but is not limited to, translation, reformatting, or any other alterations that produce a new version of the Work.</li> <li>"<b>Derivative Work</b>" means a work based upon the Work or upon the Work and other pre-existing works, such as a translation, musical arrangement, dramatization, reproduction, reproduction with alterations, sound recording, or any other form in which the Work may be recast, transformed, or adapted, except that it does not include a translation of the Work into another language.</li> <li>"<b>License</b>" means the license that applies to the Work under the terms of this License.</li> </ol>	<pre> cc-by-nc-sa/4.0/ cc: https://creativecommons.org/licenses/by-nc-sa/4.0/ by: https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode nc: https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode sa: https://creativecommons.org/licenses/by-nc-sa/4.0/legalcode </pre>

Cool! I can understand the Commons Deed, lawyers can understand the legal code, and computers can identify my work by reading the digital code!



# Licenza GNU FDL (Free Documentation License)

---

- ▶ Equivalente della GPL, applicata alla documentazione
  - ▶ Manuali, libri di testo, riferimenti, contenuti scolastici
- ▶ Basata sul meccanismo del copyleft
- ▶ Fornisce ai lettori il diritto di copia, redistribuzione, e modifica del lavoro
- ▶ Richiede che tutte le copie e i lavori derivati siano distribuiti con FDL
- ▶ È permesso vendere copie cartacee dell'opera, ma se la distribuzione è su larga scala, deve essere disponibile anche una versione elettronica.

<http://www.gnu.org/licenses/fdl.html>

# Alcuni esempi

---

- ▶ **MIT OpenCourseWare**

- ▶ <http://ocw.mit.edu/>

- ▶ Utilizza Creative Commons Attribution-NonCommercial-ShareAlike 2.5

- ▶ **Wikipedia**

- ▶ <http://en.wikipedia.org/>

- ▶ Tutto il testo è disponibile come GNU Free Documentation License.

- ▶ Per le immagini, il Copyright può essere diverso

# Indicazioni per la PA italiana

---

La pubblica amministrazione, intesa come soggetto unico, è uno dei maggiori detentori e produttori di dati. A tutti i livelli amministrativi vengono prodotti ogni giorno dati di diversa tipologia e natura tematica (anagrafici, socioeconomici, catastali, ecc.), così come una consistente quantità di contenuti (articoli, rapporti, analisi, norme, ecc.). Questo insieme di informazioni rappresenta un patrimonio comune di conoscenza che, in quanto tale, deve essere messo a disposizione degli utenti e più in generale di tutti gli attori economici e sociali.

Nella divulgazione dei dati e dei contenuti prodotti le pubbliche amministrazioni italiane devono considerare:

- » l'eventuale rilascio attraverso licenze d'uso che ne favoriscano la diffusione verso i cittadini e incoraggino il loro riutilizzo presso le imprese;
- » l'utilizzo di Internet come canale di comunicazione primario, in quanto il più accessibile e meno oneroso, attraverso il quale diffondere i flussi informativi;
- » la sicurezza dei dati;
- » l'utilizzo di formati aperti, standardizzati e interoperabili.

Nel 2006 l'Italia ha recepito le indicazioni normative comunitarie relative al riutilizzo di documenti nel settore pubblico [41] con il Decreto legislativo 24 gennaio 2006, n. 36, definendo in particolare il formato elettronico come preferibile a quello cartaceo [42] e Internet come canale principale per la diffusione dei dati [43].

In riferimento alle disposizioni normative sopra indicate, diventa necessario per le pubbliche amministrazioni italiane specificare le condizioni di riutilizzo con cui vengono resi disponibili i dati e i contenuti prodotti. In particolare, occorre valutare l'adozione di licenze di utilizzo che permettano di limitare i propri diritti sul copyright rilasciando quindi contenuti a licenza aperta. Esistono diverse tipologie di licenze aperte: Creative Commons [44], copyleft, licenze per il grande pubblico. Esse non escludono il copyright ma, nella maggior parte dei casi, prevedono una clausola che consente agli utenti ed agli operatori di riutilizzare e/o condividere l'opera protetta per fini non commerciali.

Particolarmente appropriate agli scopi ed al contesto pubblico sono le licenze Creative Commons, in quanto caratterizzate da flessibilità di utilizzo e concepite per consentire agli autori di mantenere il controllo sul proprio lavoro senza limitarne l'utilizzo da parte di altri soggetti, siano essi pubblici o privati.

<http://www.funzionepubblica.gov.it/lazione-del-ministro/linee-guida-siti-web-pa/indice/cap5-trattamento-dei-dati-documentazione-pubblica-reperibilita/contenuti-aperti.aspx>

# Altre licenze utilizzate

---

- ▶ [Design Science License](#)
- ▶ [Free Art license](#)
- ▶ [FreeBSD Documentation License](#)
- ▶ [Open Content License](#)
- ▶ [Open Gaming License](#)
- ▶ [Open Publication License](#)
- ▶ [WTFPL](#)






# Riferimenti

---

- ▶ A Guide To Open Content Licences,  
[http://pzwart.wdka.hro.nl/mdr/research/liang/open\\_content\\_guide](http://pzwart.wdka.hro.nl/mdr/research/liang/open_content_guide)
- ▶ L. Rosen, Open Source Licensing, Prentice Hall PTR
- ▶ A. St. Laurent, Understanding Open Source & Free Software Licensing, O'Reilly

# Licenza d'uso



- ▶ Queste diapositive sono distribuite con licenza Creative Commons “Attribuzione - Non commerciale - Condividi allo stesso modo (CC BY-NC-SA)”
- ▶ Sei libero:
  - ▶ di riprodurre, distribuire, comunicare al pubblico, esporre in pubblico, rappresentare, eseguire e recitare quest'opera 
  - ▶ di modificare quest'opera 
- ▶ Alle seguenti condizioni:
  - ▶ **Attribuzione** — Devi attribuire la paternità dell'opera agli autori originali e in modo tale da non suggerire che essi avallino te o il modo in cui tu usi l'opera. 
  - ▶ **Non commerciale** — Non puoi usare quest'opera per fini commerciali. 
  - ▶ **Condividi allo stesso modo** — Se alteri o trasformi quest'opera, o se la usi per crearne un'altra, puoi distribuire l'opera risultante solo con una licenza identica o equivalente a questa. 
- ▶ <http://creativecommons.org/licenses/by-nc-sa/3.0/>