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IPA Font License Agreement v1.0(英文)

The Licensor provides the Licensed Program (as defined in Article 1 below) under the terms of this license agreement ("Agreement"). Any use, reproduction or distribution of the Licensed Program, or any exercise of rights under this Agreement by a Recipient (as defined in Article 1 below) constitutes the Recipient's acceptance of this Agreement.

Article 1 (Definitions)

- "Digital Font Program" shall mean a computer program containing, or used to render or display fonts.
- "Licensed Program" shall mean a Digital Font Program licensed by the Licensor under this Agreement.
- "Derived Program" shall mean a Digital Font Program created as a result of a modification, addition, deletion, replacement or any other adaptation to or of a part or all of the Licensed Program, and includes a case where a Digital Font Program newly created by retrieving font information from a part or all of the Licensed Program or Embedded Fonts from a Digital Document File with or without modification of the retrieved font information.
- "Digital Content" shall mean products provided to end users in the form of digital data, including video content, motion and/or still pictures, TV programs or other broadcasting content and products consisting of character text, pictures, photographic images, graphic symbols and/or the like.
- "Digital Document File" shall mean a PDF file or other Digital Content created by various software programs in which a part or all of the Licensed Program becomes embedded or contained in the file for the display of the font ("Embedded Fonts"). Embedded Fonts are used only in the display of characters in the particular Digital Document File within which they are embedded, and shall be distinguished from those in any Digital Font Program, which may be used for display of characters outside that particular Digital Document File.
- "Computer" shall include a server in this Agreement.
- "Reproduction and Other Exploitation" shall mean reproduction, transfer, distribution, lease, public transmission, presentation, exhibition, adaptation and any other exploitation.
- "Recipient" shall mean anyone who receives the Licensed Program under this Agreement, including one that receives the Licensed Program from a Recipient.

Article 2 (Grant of License)

The Licensor grants to the Recipient a license to use the Licensed Program in any and all countries in accordance with each of the provisions set forth in this Agreement. However, any and all rights underlying in the Licensed Program shall be held by the Licensor and no sense is this Agreement intended to transfer any right relating to the Licensed Program held by the Licensor except as specifically set forth herein or any right relating to any trademark, trade name, or service mark to the Recipient.

- The Recipient may install the Licensed Program on any number of Computers and use the same in accordance with the provisions set forth in this Agreement.
- The Recipient may use the Licensed Program, with or without modification in printed materials or in Digital Content as an expression of character texts or the like.
- The Recipient may conduct Reproduction and Other Exploitation of the printed materials and Digital Content created in accordance with the preceding Paragraph, for commercial or non-commercial purposes and in any form of media including but not limited to broadcasting, communication and various recording media.
- If any Recipient extracts Embedded Fonts from a Digital Document File to create a Derived Program, such Derived Program shall be subject to the terms of this agreement.
- If any Recipient performs Reproduction or Other Exploitation of a Digital Document File in which Embedded Fonts of the Licensed Program are used only for rendering the Digital Content within such Digital Document File then such Recipient shall have no further obligations under this Agreement in relation to such actions.
- The Recipient may reproduce the Licensed Program as is without modification and transfer such copies, publicly transmit or otherwise redistribute the Licensed Program to a third party for commercial or non-commercial purposes ("Redistribute"), in accordance with the provisions set forth in Article 3 Paragraph 2.
- The Recipient may create, use, reproduce and/or Redistribute a Derived Program under the terms stated above for the Licensed Program: provided, that the Recipient shall follow the provisions set forth in Article 3 Paragraph 1 when Redistributing the Derived Program.

Article 3 (Restriction)

The license granted in the preceding Article shall be subject to the following restrictions:

- If a Derived Program is Redistributed pursuant to Paragraph 4 and 7 of the preceding Article, the following conditions must be met:
 - (1) The following must be also Redistributed together with the Derived Program, or be made available online or by means of mailing mechanisms in exchange for a cost which does not exceed the total costs of postage, storage medium and handling fees:
 - (a) a copy of the Derived Program; and
 - (b) any additional file created by the font developing program in the course of creating the Derived Program that can be used for further modification of the Derived Program, if any.
 - (2) It is required to also Redistribute means to enable recipients of the Derived Program to replace the Derived Program with the Licensed Program first released under this License (the "Original Program"). Such means may be to provide a difference file from the Original Program, or instructions setting out a method to replace the Derived Program with the Original Program.
 - (3) The Recipient must license the Derived Program under the terms and conditions of this Agreement.
 - (4) No one may use or include the name of the Licensed Program as a program name, font name or file name of the Derived Program.
 - (5) Any material to be made available online or by means of mailing a medium to satisfy the requirements of this paragraph may be provided, verbatim, by any party wishing to do so.
- If the Recipient Redistributes the Licensed Program pursuant to Paragraph 6 of the preceding Article, the Recipient shall meet all of the following conditions:
 - (1) The Recipient may not change the name of the Licensed Program.
 - (2) The Recipient may not alter or otherwise modify the Licensed Program.
 - (3) The Recipient must attach a copy of this Agreement to the Licensed Program.
- THIS LICENSED PROGRAM IS PROVIDED BY THE LICENSOR "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTY AS TO THE LICENSED PROGRAM OR ANY DERIVED PROGRAM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXTENDED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTED GOODS OR SERVICE; DAMAGES ARISING FROM SYSTEM FAILURE; LOSS OR CORRUPTION OF EXISTING DATA OR PROGRAM; LOST PROFITS; HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, THE REPRODUCTION OR OTHER EXPLOITATION OF THE LICENSED PROGRAM OR ANY DERIVED PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- The Licensor is under no obligation to respond to any technical questions or inquiries, or provide any other user support in connection with the installation, use or the Reproduction and Other Exploitation of the Licensed Program or Derived Programs thereof.

Article 4 (Termination of Agreement)

- The term of this Agreement shall begin from the time of receipt of the Licensed Program by the Recipient and shall continue as long as the Recipient retains any such Licensed Program in any way.
- Notwithstanding the provision set forth in the preceding Paragraph, in the event of the breach of any of the provisions set forth in this Agreement by the Recipient, this Agreement shall automatically terminate without any notice. In the case of such termination, the Recipient may not use or conduct Reproduction and Other Exploitation of the Licensed Program or a Derived Program: provided that such termination shall not affect any rights of any other Recipient receiving the Licensed Program or the Derived Program from such Recipient who breached this Agreement.

Article 5 (Governing Law)

- IPA may publish revised and/or new versions of this License. In such an event, the Recipient may select either this Agreement or any subsequent version of the Agreement in using, conducting the Reproduction and Other Exploitation of, or Redistributing the Licensed Program or a Derived Program. Other matters not specified above shall be subject to the Copyright Law of Japan and other related laws and regulations of Japan.
- This Agreement shall be construed under the laws of Japan.

IPA字型授权协议v1.0(简体中文)

"授权方" ("Licensor") 根据本协议 ("协议" , "Agreement") 提供 "授权程序" (如以下第1章所定义) 。任何 "收件人" 使用、复制、或分发本 "授权程序" , 或行使任何在本 "协议" 下的权利 (如以下第1章所定义) , 将构成 "收件人" 同意本 "授权" 。

第1章 定义

- "数字字型程序" ("Digital Font Program") 应当指包含或用于呈现或显示字型的电脑程序。
- "授权程序" ("Licensed Program") 应当指由 "授权方" 在本 "协议" 下授权的 "数字字型程序" 。
- "衍生程序" ("Derived Program") 应当指对 "授权程序" 或其中的一部分进行修改、增加、删减、替代或任何改编行为, 也包括通过 "授权程序" 或 "数字文档文件" 里面的 "嵌入式字型" 获取部分或全部字型资讯创造出新的 "数字字型程序" 的情况, 无论是否修改字型资讯。
- "数字内容" ("Digital Content") 应当指以数字数据形式提供给最终用户的产品, 例如影片内容、动态和 / 或静态图片、电视节目或其他广播内容, 以及由文字符号、图片、摄影图像、图形符号和 / 或类似内容所组成的产品。
- "数字文档文件" ("Digital Document File") 应当指由各软件程序创建的PDF文件或其他内容, 其中部分或全部 "字型软件" 将会嵌入或包含在文件中, 并且仅用于显示字体 (或称 "嵌入式字型" , embedded fonts) 。 "嵌入式字型" 仅用于显示嵌入 (embedded) 于特定 "数字文档文件" 中的字符, 而 "嵌入式字体" 与 "字型软件" 中嵌入的字型具有差异, 后者可以用于显示该特定 "数字文档文件" 之外的字符。
- "电脑" ("Computer") 在本 "授权" 里应当包括服务器。
- "复制和其他剥削方式" ("Reproduction and Other Exploitation") 应当包括复制、转让、分发、租赁、公共传播、展示、展览、改编和任何其他剥削方式。
- "收件人" ("Recipient") 应当指任何在本 "授权" 下接收 "授权程序" 的人, 包括从其他 "收件人" 接收 "授权程序" 的人。

第2章 给予许可

"授权方" 根据本 "协议" 中的每个规定, 授予 "收件人" 在任何与全部国家里使用 "授权程序" 的许可。但是, "授权程序" 里包含的任何与全部权利皆由 "授权方" 持有。本 "协议" 绝对无意将 "授权方" 持有的 "授权程序" 的任何权利, 除了在本 "协议" 于或外规定或任何关于商标、商品名称或服务商标的权利, 转移给 "收件人" 。

- "收件人" 可以在任意数量的 "电脑" 上安装 "授权程序" , 并且根据本 "协议" 中的每个规定使用该程序。
- "收件人" 可以在印刷材料或 "数字内容" 里使用 "授权程序" , 无论是否进行修改, 作为字符文字等的表达。
- "收件人" 可以在商业或非商业目的的情况下, 在任何形式的媒体 (包括但不限于广播、电视和各种记录媒体) , 根据上一段的定义对印刷材料或 "数字内容" 进行 "复制和其他剥削方式" 。
- 如果任何 "收件人" 从 "数字文档文件" 中提取 "嵌入式字型" 以创建 "衍生程序" 则该 "衍生程序" 应遵守本协议的条款。
- 如果任何 "收件人" 对 "数字文档文件" 进行 "复制和其他剥削方式" , 而该 "数字文档文件" 所包含 "授权程序" 的 "嵌入式字型" 仅用于在该 "数字文档文件" 中呈现数字内容, 那么该 "收件人" 无需因此动作承担本 "协议" 的其他义务。
- "收件人" 可以在本 "授权" 第3章第2段下, 复制未经修改的 "授权程序" , 出于商业或非商业目, 将其副本公开传输或以其他方式重新分发给第三方 ("重新分发" , "Redistribute") 。
- "收件人" 可以根据上述条款创建、使用、复制和 / 或 "重新分发" "衍生程序" : 前提是, "收件人" 应当在 "重新分发" "衍生程序" 时遵循第3章第1段的规定。

第3章 限制

本授权上一段所授予的许可应当受到下列限制:

- 如果某 "衍生程序" 根据上一章第4至7段 "重新分发" , 则必须满足以下条件:
 - (1) 以下文件必须随 "衍生程序" 一并 "重新分发" , 或者通过在线或邮寄机制提供, 收取不超过邮费、存储媒介和手续费总费用的费用得到该文件:
 - (a) "衍生程序" 的副本; 以及
 - (b) 任何字型开发程序制作 "衍生程序" 时产生、可以对 "衍生程序" 进行进一步修改的额外文件, 若有。
 - (2) "收件人" 应当有通过 "重新分发" 的方法, 让 "收件人" 可以将 "衍生程序" 替换成初次在本 "授权" 下发分的 "授权程序" (即 "原始程序") 。 "重新分发" 的方法可以包括提供与 "原始程序" 的差异文件, 或者是提供让 "收件人" 将 "衍生程序" 替换成 "原始程序" 的步骤。
 - (3) "收件人" 必须根据本 "协议" 的条款和条件授权 "衍生程序" 。
 - (4) 没有人可以在 "衍生程序" 的程序名称、字体名称或文件名称中使用或包括 "授权程序" 的名称。
 - (5) 任何通过在线或邮寄媒介的方式提供的材料以满足本段的要求可以由任何希望这样做的一分提供。
- 如果 "收件人" 根据上一章第6段 "重新分发" "授权程序" , 该 "收件人" 必须满足以下条件:
 - (1) "收件人" 不可修改 "授权程序" 的名称。
 - (2) "收件人" 不可更改或修改 "授权程序" 。
 - (3) "收件人" 必须随 "授权程序" 附上本 "协议" 的副本。
- 此授权程序由授权方 "按原样" 提供, 并且对授权程序或任何衍生程序提供任何明示或暗示的担保, 包括但不限于对所有权、非侵权、可贸易性、或对特定目的的保证提供免费声明。在任何情况下, 授权方均不对任何直接、间接、偶发、偶发、特殊、扩展、示范性、或后果性的损害 (包括但不限于; 采购替代产品或服务; 由于系统故障引起的损害; 损失或系统损坏; 损失利益) 承担责任, 无论是基于合同、严格责任、还是侵权 (包括过失或其他方式) , 无论是由于安装、使用、复制还是其他方式产生的现有数据或程序, 无论是基于任何责任理论还是基于任何责任理论, 授权程序或任何派生程序或行使此处授予的任何权利, 即使已告知可能发生此类损害。
- "授权方" 并无义务回应任何技术问题或询问, 或者提供其他关于安装、使用或对 "授权程序" 或 "衍生程序" 进行 "复制和其他剥削方式" 的用户支援。

第4章 终止协议

- 本 "授权" 的期限应在 "收件人" 接收 "授权程序" 时开始, 并且应当在 "收件人" 以任何方式保留任何此类 "授权程序" 时持续。
- 尽管有上一章中的规定, 如果 "收件人" 违反了本 "协议" 中的任何规定, 则本 "协议" 将自动终止, 恕不另行通知。 在这种终止的情况下, "收件人" 不得使用或对 "授权程序" 或 "衍生程序" 进行 "复制和其他剥削方式" : 只要该终止行为不影响任何其他从违反本 "协议" 的 "收件人" 接收 "授权程序" 或 "衍生程序" 的 "收件人" 的权利。

第5章 适用法律

- IPA 可以发布本 "授权" 的修订版和/或新版本。在这种情况下, "收件人" 可以选择使用本 "协议" 或者任何后续版本, 以使用或对 "授权程序" 或 "派生程序" 进行 "复制和其他剥削方式" 。上面未指定的其他事项应受日本国版权法和日本国其他相关法律法规的约束。
- 本 "授权" 本协议应当根据日本国法律解释。