

English

Apple Computer, Inc. Software License Agreement Single Use License

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE APPLE SOFTWARE AND (IF APPLICABLE) RETURN THE APPLE SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND. FOR APPLE SOFTWARE INCLUDED WITH YOUR PURCHASE OF HARDWARE, YOU MUST RETURN THE ENTIRE HARDWARE/SOFTWARE PACKAGE IN ORDER TO OBTAIN A REFUND.

IMPORTANT NOTE This software may be used to reproduce materials. It is licensed to you only for reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. If you are uncertain about your right to copy any material you should contact your legal advisor.

1. General The software (including Boot ROM code), documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "Apple Software") are licensed, not sold, to you by Apple Computer, Inc. ("Apple") for use only under the terms of this License, and Apple reserves all rights not expressly granted to you. The rights granted herein are limited to Apple's intellectual property rights in the Apple Software and do not include any other patents or intellectual property rights. You own the media on which the Apple Software is recorded but Apple and/or Apple's licensor(s) retain ownership of the Apple Software itself.

2. Permitted License Uses and Restrictions This License allows you to install and use one copy of the Apple Software on a single computer at a time. The Apple Software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. This License does not allow the Apple Software to exist on more than one such device or computer at a time, and you may not make the Apple Software available over a network where it could be used by multiple devices or multiple computers at the same time. You may make one copy of the Apple Software (excluding the Boot ROM code) in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original. Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Apple Software or any part thereof. Any attempt to do so is a violation of the rights of Apple and its licensors of the Apple Software. If you breach this restriction, you may be subject to prosecution and damages. THE APPLE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE APPLE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

3. Transfer You may not rent, lease, lend or sublicense the Apple Software. You may, however, make a one-time permanent transfer of all of your license rights to the Apple Software to another party, provided that: (a) the transfer must include all of the Apple Software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the Apple Software, full or partial, including copies stored on a computer or other storage device; and (c) the party receiving the Apple Software reads and agrees to accept the terms and conditions of this License.

4. Termination This License is effective until terminated. Your rights under this License will terminate automatically without notice from Apple if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Apple Software and destroy all copies, full or

partial, of the Apple Software.

5. Limited Warranty on Media (if applicable) Hewlett-Packard Company ("HP") warrants that the media on which the Apple Software is recorded and included in box with your HP hardware product at the time of purchase will be free from defects in materials or workmanship under normal use for a period of ninety (90) days from the date of purchase. Your dated sales or delivery receipt is your proof of the purchase date. You may be required to provide proof of purchase as a condition of receiving warranty service. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

6. Disclaimer of Warranties YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLE SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 6 AND 7) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE APPLE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

8. Export Law Assurances You may not use or otherwise export or reexport the Apple Software except

as authorized by United States law and the laws of the jurisdiction in which the Apple Software was obtained. In particular, but without limitation, the Apple Software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria) or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Apple Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

9. Government End Users The Apple Software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

10. Controlling Law and Severability This License will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

11. Third Party Beneficiary You are hereby notified that PortalPlayer, Inc., a California corporation located at 3255 Scott Boulevard, Building 1, Santa Clara, California 95054, U.S.A. is a third party beneficiary to this License to the extent that this License contains provisions which relate to your use, reproduction, or other distribution of the PortalPlayer software. Such provisions are made expressly for the benefit of PortalPlayer and are enforceable by PortalPlayer in addition to Apple.

12. Third Party Notices and Conditions The Apple Software may include or utilize certain software which is owned by Netscape Communications Corporation, the source code of which is available under the Netscape Public License, version 1.1 (the "NPL'ed Code"). Apple may make modifications to this NPL'ed Code, in which case the source code of such Apple modifications, as well as a copy of the Netscape Public License, will be included with the Apple Software.

13. Complete Agreement; Governing Language This License constitutes the entire agreement between the parties with respect to the use of the Apple Software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Apple. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

14. Use of MPEG-4 This product is licensed under the MPEG-4 Systems Patent Portfolio License for encoding in compliance with the MPEG-4 Systems Standard, except that an additional license and payment of royalties are necessary for encoding in connection with (i) data stored or replicated in physical media which is paid for on a title by title basis and/or (ii) data which is paid for on a title by title basis and is transmitted to an end user for permanent storage and/or use. Such additional license may be obtained from MPEG LA, LLC. See <http://www.mpegla.com> for additional details.

This product is licensed under the MPEG-4 Visual Patent Portfolio License for the personal and non-commercial use of a consumer for (i) encoding video in compliance with the MPEG-4 Visual Standard ("MPEG-4 Video") and/or (ii) decoding MPEG-4 video that was encoded by a consumer engaged in a personal and non-commercial activity and/or was obtained from a video provider licensed by MPEG LA to provide MPEG-4 video. No license is granted or shall be implied for any other use. Additional information including that relating to promotional, internal and commercial uses and licensing may be obtained from

MPEG LA, LLC. See <http://www.mpegla.com>. For answers to frequently asked questions regarding use fees under the MPEG LA Visual Patent Portfolio License see www.apple.com/mpeg4.

Making Digital Copies

By storing content on this product you are making a digital copy. This product is for legal or rightholder authorized use only. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rightholder.

EA0218
033-2229-A