

**EXHIBIT 13 TO THE DECLARATION OF  
MEHRNAZ BOROUMAND SMITH**

## ENGLISH

APPLE INC.  
SOFTWARE LICENSE AGREEMENT FOR MAC OS X  
Single Use, Family Pack and Leopard Upgrade Licenses for use on Apple-branded Systems

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING THE APPLE SOFTWARE. BY USING THE APPLE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE, UNLESS YOU RETURN THE APPLE SOFTWARE IN ACCORDANCE WITH APPLE'S RETURN POLICY. IF YOU ARE ACCESSING THE APPLE SOFTWARE ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS LICENSE BY CLICKING THE "AGREE" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE APPLE SOFTWARE AND CLICK "DISAGREE". IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, YOU MAY RETURN THE APPLE SOFTWARE WITHIN THE RETURN PERIOD TO THE APPLE STORE OR AUTHORIZED DISTRIBUTOR WHERE YOU OBTAINED IT FOR A REFUND, SUBJECT TO APPLE'S RETURN POLICY FOUND AT [http://www.apple.com/legal/sales\\_policies/](http://www.apple.com/legal/sales_policies/). 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, modify, publish and distribute materials. It is licensed to you only for reproduction, modification, publication and distribution of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce, modify, publish or distribute. If you are uncertain about your right to copy, modify, publish or distribute any material, you should contact your legal advisor.

**1. General.** The Apple software (including Boot ROM code), any third party software, documentation, interfaces, content, fonts and any data accompanying this License whether preinstalled on Apple-branded hardware, 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 Inc. ("Apple") for use only under the terms of this License. Apple and/or Apple's licensors retain ownership of the Apple Software itself and reserve all rights not expressly granted to you. The terms of this License will govern any software upgrades provided by Apple that replace and/or supplement the original Apple Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Title and intellectual property rights in and to any content displayed by or accessed through the Apple Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you.

**2. Permitted License Uses and Restrictions.**

**A. Single Use License.** Subject to the terms and conditions of this License, unless you have purchased a Family Pack or Upgrade license for the Apple Software, you are granted a limited non-exclusive license to install, use and run one (1) copy of the Apple Software on a single Apple-branded computer at a time. You agree not to install, use or run the Apple Software on any non-Apple-branded computer, or to enable others to do so. This License does not allow the Apple Software to exist on more than one computer at a time, and you may not make the Apple Software available over a network where it could be used by multiple computers at the same time.

**B. Family Pack License.** If you have purchased a Family Pack license, then subject to the terms and conditions of this License, you are granted a limited non-exclusive license to install, use and run one (1) copy of the Apple Software on up to a maximum of five (5) Apple-branded computers at a time as long as those computers are located in the same household and used by persons who occupy that same household. By "household" we mean a person or persons who share the same housing unit such as a home, apartment, mobile home or condominium, but shall also extend to student members who are primary residents of that household but residing at a separate on-campus location. The Family Pack License does not extend to business or commercial users.

**C. Leopard Upgrade Licenses.** If you have purchased an Upgrade for Mac OS X Leopard license, then subject to the terms and conditions of this License, you are granted a limited non-exclusive license to install, use and run one (1) copy of the Apple Software on a single Apple-branded computer as long as that computer has a properly licensed copy of Mac OS X Leopard already installed on it. If you have purchased a Family Pack Upgrade for Mac OS X Leopard license, then subject to the terms and conditions of this License, you are granted a limited non-exclusive license to install, use and run one (1) copy of the Apple Software on up to a maximum of five (5) Apple-branded computers at a time as long as those computers are located in the same household (as defined above), are used by persons who occupy that same household, and each such computer has a properly licensed copy of Mac OS X Leopard already installed on it. The Family Pack Upgrade for Mac OS X Leopard License does not extend to business or commercial users.

**D. Fonts.** Subject to the terms and conditions of this License, you may use the fonts included with the Apple Software to display and print content while running the Apple Software; however, you may only embed fonts in content if that is permitted by the embedding restrictions accompanying the font in question. These embedding restrictions can be found in the Font Book/Preview/Show Font Info panel.

**E. Voices.** Subject to the terms and conditions of this License, you may use the system voices included in the Apple Software ("System Voices") (i) while running the Apple Software and (ii) to create your own original content and projects for your personal, non-commercial use. No other use of the System Voices is permitted by this License, including but not limited to the use, reproduction, display, performance, recording, publishing or redistribution of any of the System Voices in a profit, non-profit, public sharing or commercial context.

**F.** You may make one copy of the Apple Software (excluding the Boot ROM code and other Apple firmware that is embedded or otherwise contained in Apple-branded hardware) 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. Apple Boot ROM code and firmware is provided only for use on Apple-branded hardware and you may not copy, modify or redistribute the Apple Boot ROM code or firmware, or any portions thereof.

**G.** If you use Setup/Migration Assistant to transfer software from one Apple-branded computer to another Apple-branded computer, please remember that continued use of the original copy of the software may be prohibited once a copy has been transferred to another computer, unless you already have a licensed copy of such software on both computers. You should check the relevant software license agreements for applicable terms and conditions. Third party software and services may not be compatible with this Apple Software and installation of this Apple Software may affect the availability and usability of such third party software or services.

**H.** Certain components of the Apple Software, and third party open source programs included with the Apple Software, have been or may be made available by Apple on its Open Source web site (<http://www.opensource.apple.com/>) (collectively the "Open-Sourced Components"). You may modify or replace only these Open-Sourced Components; provided that: (i) the resultant modified Apple Software is used, in place of the unmodified Apple Software, on a single Apple-branded computer; and (ii) you otherwise comply with the terms of this License and any applicable licensing terms governing use of the Open-Sourced Components. Apple is not obligated to provide any updates, maintenance, warranty, technical or other support, or services for the resultant modified Apple Software.

You expressly acknowledge that if failure or damage to Apple hardware results from modification of the Open-Sourced Components of the Apple Software, such failure or damage is excluded from the terms of the Apple hardware warranty.

**I.** You may not and you agree not to, or to enable others to, copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Apple Software or any services provided by the Apple Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by licensing terms governing use of Open-Sourced Components). You agree to use the Apple Software and the Services (as defined in Section 5 below) in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the Apple Software and Services.

J. Apple has provided as part of the Apple Software package, and may provide as an upgrade, update or supplement to the Apple Software, access to certain third party software or services as a convenience. To the extent that the Apple Software contains or provides access to any third party software or services, Apple has no express or implied obligation to provide any technical or other support for such software or services. Please contact the appropriate software vendor, manufacturer or service provider directly for technical support and customer service related to its software, service and/or products.

**3. Transfer.** You may not rent, lease, lend, sell, redistribute or sublicense the Apple Software. Subject to the restrictions set forth below, you may, however, make a one-time permanent transfer of all of your license rights to the Apple Software (in its original form as provided by Apple) to another party, provided that: (a) the transfer must include all of the Apple Software, including all its component parts (excluding Apple Boot ROM code and firmware), 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. You may not rent, lease, lend, redistribute, sublicense or transfer any Apple Software that has been modified or replaced under Section 2H above. All components of the Apple Software are provided as part of a bundle and may not be separated from the bundle and distributed as standalone applications. Apple Software provided with a particular Apple-branded hardware product may not run on other models of Apple-branded hardware.

**Updates:** If an Apple Software update completely replaces (full install) a previously licensed version of the Apple Software, you may not use both versions of the Apple Software at the same time nor may you transfer them separately.

**NFR (Not for Resale) and Evaluation Copies:** Notwithstanding other sections of this License, Apple Software labeled or otherwise provided to you on a promotional or not-for-resale basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred.

**Apple System Restore Copies:** Restore CDs or DVDs that may accompany an Apple hardware bundle, or are otherwise provided by Apple in connection with an Apple hardware bundle, contain a copy of the Apple Software that is to be used for diagnostic and restorative purposes only. These CDs and DVDs may be resold or transferred only as part of the Apple hardware bundle.

**Academic Copies:** If the Apple Software package has an academic label or if you acquired the Apple Software at an academic discount, you must be an Eligible Educational End User to use the Apple Software. "Eligible Educational End Users" means students, faculty, staff and administration attending and/or working at an educational institutional facility (i.e., college campus, public or private K-12 schools).

#### **4. Consent to Use of Data.**

**A. Diagnostic Data.** You agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical and related information, including but not limited to information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Apple Software, and to verify compliance with the terms of this License. Apple may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

**B. Location Data.** Apple and its partners and licensees may provide certain services through the Apple Software that rely upon location information. To provide these services, where available, Apple and its partners, licensees and third party developers may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your computer. The location data collected by Apple is collected in a form that does not personally identify you and may be used by Apple and its partners, licensees and third party developers to provide location-based products and services. By using any location-based services provided by or through the Apple Software, you agree and consent to Apple's and its partners', licensees' and third party developers' transmission, collection, maintenance, processing and use of your location data to provide such products and services. You may withdraw this consent at any time by not using the location-based features or by disabling the Location Services setting in the Apple Software. The Location Services setting is found in Security preferences within System Preferences. Not using these features will not impact the non location-based functionality of the Apple Software. When using third party applications or services on your computer that use or provide location data, you are subject to and should review such third party's terms and privacy policy on use of location data by such third party applications or services.

At all times your information will be treated in accordance with Apple's Customer Privacy Policy which can be viewed at: [www.apple.com/legal/privacy/](http://www.apple.com/legal/privacy/).

#### **5. Services and Third Party Materials.**

**A.** The Apple Software may enable access to Apple's iTunes Store and other Apple and third party services and web sites (collectively and individually, "Services"). Use of these Services requires Internet access and use of certain Services requires you to accept additional terms and may be subject to additional fees. By using this software in connection with an iTunes Store account, you agree to the latest iTunes Store Terms and Conditions, which you may access and review at <http://www.apple.com/legal/itunes/ww/>.

**B.** You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the Services at your sole risk and that Apple shall have no liability to you for content that may be found to be offensive, indecent, or objectionable.

**C.** Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third Party Materials") or provide links to certain third party web sites. By using the Services, you acknowledge and agree that Apple is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Materials or web sites. Apple, its officers, affiliates and subsidiaries do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party Services, Third Party Materials or web sites, or for any other materials, products, or services of third parties. Third Party Materials and links to other web sites are provided solely as a convenience to you.

**D.** Financial information displayed by any Services is for general informational purposes only and should not be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Services, you should consult with a financial or securities professional who is legally qualified to give financial or securities advice in your country or region. Location data provided by any Services is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Apple nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information, location data or any other data displayed by any Services.

**E.** You agree that the Services contain proprietary content, information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services or in any manner that is inconsistent with the terms of this License or that infringes any intellectual property rights of a third party or Apple. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, using the Services to transmit any computer viruses, worms, trojan horses or other malware, or by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Apple is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive, infringing or illegal messages or transmissions that you may receive as a result of using any of the Services.

**F.** In addition, Services and Third Party Materials that may be accessed, linked to or displayed through the Apple Software are not available in all languages or in all countries. Apple makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Apple be liable for the removal of or disabling of access to any such Services. Apple may also impose limits on the use of or access to certain

Services, in any case and without notice or liability.

**6. Termination.** This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective 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. Sections 7, 8, 9, 10, 13 and 14 of this License shall survive any such termination.

**7. Limited Warranty on Media.** Apple warrants the media on which the Apple Software is recorded and delivered by Apple to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this Section shall be, at Apple's option, a refund of the purchase price of the product containing the Apple Software or replacement of the Apple Software which is returned to Apple or an Apple authorized representative with a copy of the receipt. 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, PACKAGING OR OTHERWISE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

**8. Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE APPLE SOFTWARE AND ANY SERVICES PERFORMED BY OR THROUGH THE APPLE SOFTWARE (COLLECTIVELY "SERVICES") 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 AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", 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 8 and 9) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE AND SERVICES, 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 AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE APPLE SOFTWARE OR SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES, OR THAT DEFECTS IN THE APPLE SOFTWARE OR SERVICES WILL BE CORRECTED. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. YOU FURTHER ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLE SOFTWARE OR SERVICES 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.

**9. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE 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 AND SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH 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.

**10. Digital Certificates.**

**A. General.** The Apple Software contains functionality that allows it to accept digital certificates either issued from Apple or from third parties. YOU ARE SOLELY RESPONSIBLE FOR DECIDING WHETHER OR NOT TO RELY ON A CERTIFICATE WHETHER ISSUED BY APPLE OR A THIRD PARTY. YOUR USE OF DIGITAL CERTIFICATES IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO DIGITAL CERTIFICATES. You agree that (a) you will not falsify or misuse any certificate; (b) you will use Digital Certificates for legal purposes only and in accordance with any applicable Certificate Policy, Certificate Practice Statement or other Certificate Authority business practice disclosures; (c) you are solely responsible for preventing any unauthorized user from making use of your Digital Certificates; and (d) you will revoke any certificate that you have reason to believe has been compromised.

**B. Use of Digital Certificates in iChat.** The Apple Software allows you to encrypt your iChat communications. This feature uses digital certificates to verify that the iChat is coming from the iChat screen name that appears in the iChat window and to encrypt and decrypt the chat. It does not verify the identity of the person using that screen name. Apple does not guarantee that there will be no hacking or intrusions into the chat. YOUR USE OF THIS FEATURE IN CONNECTION WITH ICHAT IS AT YOUR SOLE RISK. APPLE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO THE USE OF DIGITAL CERTIFICATES AND/OR ENCRYPTION IN ICHAT. By using the Apple Software, you agree that (a) you will take no action that interferes with the normal operation of digital certificates or encryption used in an iChat session or otherwise falsify the digital certificate used to validate a screen name; (b) you will use the encrypted iChat function solely for legal purposes; (c) you are solely responsible for preventing any unauthorized user from having access to any certificate or private key stored on your computer; and (d) you will revoke any certificate that you have reason to believe is compromised. Apple's Certificate Policy and Certificate Practice Statements may be found at: <http://www.apple.com/certificateauthority>.

**11. Export Control.** 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 any U.S. embargoed countries 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 any such country or on any such list. You also agree that you will not use the Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

**12. 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.

**13. Controlling Law and Severability.** This License will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. 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.

**14. Complete Agreement; Governing Language.** This License constitutes the entire agreement between you and Apple relating to the use of the Apple Software 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, to the extent not prohibited by local law in your jurisdiction.

#### 15. Third Party Acknowledgements.

A. Portions of the Apple Software utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the electronic documentation for the Apple Software, and your use of such material is governed by their respective terms. Use of the Google Safe Browsing Service is subject to the Google Terms of Service ([http://www.google.com/terms\\_of\\_service.html](http://www.google.com/terms_of_service.html)) and to Google's Privacy Policy (<http://www.google.com/privacypolicy.html>).

B. Certain software libraries and other third party software included with the Apple Software are free software and licensed under the terms of the GNU General Public License (GPL) or the GNU Library/Lesser General Public License (LGPL), as the case may be. You may obtain a complete machine-readable copy of the source code for such free software under the terms of the GPL or LGPL, as the case may be, without charge except for the cost of media, shipping, and handling, upon written request to Apple. The GPL/LGPL software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. A copy of the GPL and LGPL is included with the Apple Software.

C. The Apple Software includes certain software licensed under the IBM Public License Version 1.0 (IPL) or the Common Public License Version 1.0 (CPL). A copy of the source code for the IPL and CPL licensed software may be found in Apple's Open Source repository. See Apple's Open Source web site (<http://www.opensource.apple.com/>) for information on how to obtain the source code. THE IPL AND CPL SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER APPLE, IBM NOR ANY OTHER CONTRIBUTOR TO THE IPL AND CPL SOFTWARE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, 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 USE OR DISTRIBUTION OF THE IPL AND CPL SOFTWARE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. MPEG-2 Notice. To the extent that the Apple Software contains MPEG-2 functionality, the following provision applies: ANY USE OF THIS PRODUCT OTHER THAN CONSUMER PERSONAL USE IN ANY MANNER THAT COMPLIES WITH THE MPEG-2 STANDARD FOR ENCODING VIDEO INFORMATION FOR PACKAGED MEDIA IS EXPRESSLY PROHIBITED WITHOUT A LICENSE UNDER APPLICABLE PATENTS IN THE MPEG-2 PATENT PORTFOLIO, WHICH LICENSE IS AVAILABLE FROM MPEG LA, L.L.C., 250 STEELE STREET, SUITE 300, DENVER, COLORADO 80206.

E. Use of MPEG-4. 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>.

F. H.264/AVC Notice. To the extent that the Apple Software contains AVC encoding and/or decoding functionality, commercial use of H.264/AVC requires additional licensing and the following provision applies: THE AVC FUNCTIONALITY IN THIS PRODUCT IS LICENSED HEREIN ONLY FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR AVC VIDEO THAT WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. INFORMATION REGARDING OTHER USES AND LICENSES MAY BE OBTAINED FROM MPEG LA L.L.C. SEE [HTTP://WWW.MPEGLA.COM](http://WWW.MPEGLA.COM).

G. AMR Notice. The Adaptive Multi-Rate ("AMR") encoding and decoding functionality in this product is not licensed to perform cellular voice calls, or for use in any telephony products built on the QuickTime architecture for the Windows platform. The AMR encoding and decoding functionality in this product is also not licensed for use in a cellular communications infrastructure including: base stations, base station controllers/radio network controllers, switching centers, and gateways to and from the public switched network.

H. FAA Notice. Aircraft Situation Display and National Airspace System Status Information data (collectively "Flight Data") displayed through the Apple Software is generated by the Federal Aviation Administration. You agree not to redistribute Flight Data without the prior written consent of the FAA. The FAA and Apple disclaim all warranties, expressed or implied (including the implied warranties of merchantability and fitness for a particular purpose), regarding the use and accuracy of the Flight Data. You agree that the FAA and Apple shall not be liable, either collectively or individually, for any loss, damage, claim, liability, expense, or penalty, or for any indirect, special, secondary, incidental, or consequential damages deriving from the use of the Flight Data. The Apple Software is not sponsored or endorsed by the FAA. The FAA is not responsible for technical or system problems, and you should not contact the FAA regarding such problems or regarding operational traffic flow issues.

I. Use of Adobe Color Profiles. You may use the Adobe Color Profile software included with the Apple Software pursuant to this License, but Adobe is under no obligation to provide any support for the Color Profiles hereunder, including upgrades or future versions of the Profiles or other items. In addition to the provisions of Sections 7 and 8 above, IN NO EVENT WILL ADOBE BE LIABLE TO YOU FOR ANY DAMAGES, CLAIMS OR COSTS WHATSOEVER. The Adobe Color Profile software distributed with the Apple Software is also available for download from Adobe at [www.adobe.com](http://www.adobe.com).

16. Yahoo Search Service Restrictions. The Yahoo Search Service available through Safari is licensed for use only in the following countries and regions: Argentina, Aruba, Australia, Austria, Barbados, Belgium, Bermuda, Brazil, Bulgaria, Canada, Cayman Islands, Chile, Colombia, Cyprus, Czech Republic, Denmark, Dominican Republic, Ecuador, El Salvador, Finland, France, Germany, Greece, Grenada, Guatemala, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Italy, Jamaica, Latvia, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Netherlands, New Zealand, Nicaragua, Norway, Panama, Peru, Philippines, Poland, Portugal, Puerto Rico, Romania, Singapore, Slovakia, Slovenia, South Korea, Spain, St. Lucia, St. Vincent, Sweden, Switzerland, Taiwan, Thailand, The Bahamas, Trinidad and Tobago, Turkey, UK, Uruguay, US and Venezuela.

EA0560

Rev. 7-15-09