

## **EXHIBIT 24**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

APPLE INC., a California corporation,

*Plaintiff,*

v.

PSYSTAR CORPORATION,

*Defendants.*

CASE NO. CV-08-03251-WHA

**PSYSTAR CORPORATION'S  
RESPONSES TO APPLE INC.'S  
SECOND SET OF  
INTERROGATORIES  
(NOS. 16-25)**

AND RELATED COUNTERCLAIMS

PROPOUNDING PARTY: APPLE INC.

RESPONDING PARTY: PSYSTAR CORPORATION

SET NO: TWO (2)

Pursuant to Rule 36 of the Federal Rules of Civil Procedure, defendant Psystar Corporation hereby responds to plaintiff Apple Inc.'s Second Set of Interrogatories as follows:

**GENERAL STATEMENTS AND OBJECTIONS**

1. Each of the following General Objections apply to each Interrogatory and are incorporated into each Response (Nos. 16-25) below. Specific assertion of the same, similar, or additional objections in any individual responses does not waive other objections set forth herein.

2. Discovery in this case is continuing. Psystar's responses below are based on and limited to discovery available as of the date of this response. Continuing discovery, investigation, and analysis, may provide new and additional facts and may establish new factual and legal conclusions and contentions. Such discovery may cause additions, changes, modifications, qualifications, or other reasonable changes to the information contained in the responses set forth herein.

PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET OF INTERROGATORIES (NOS. 16-25)

**OBJECTIONS AND RESPONSES TO APPLE INC.'S  
SECOND SET OF INTERROGATORIES (NOS. 16-25)**

**INTERROGATORY 16:**

IDENTIFY all facts and DOCUMENTS that support or deny YOUR counterclaim for copyright misuse.

**RESPONSE:**

Psystar hereby incorporates by reference its General Objections as if fully set forth herein.

Psystar objects to this interrogatory to the extent it seeks information that is not subject to disclosure under any applicable privilege, doctrine or immunity, including without limitation the attorney-client privilege, the work product doctrine, the right of privacy, and all other privileges recognized under the constitutional, statutory or decisional law of the United States of America, the State of California or any other applicable jurisdiction, or information that would singularly or in combination, reveal the mental impressions or thought processes of Psystar's attorneys.

The term IDENTIFY is so broad and over-inclusive that it could be read to include each and every thought, idea and conversation that anyone may have had about Apple Inc. during a time period without definition. Psystar further objects to this interrogatory as compound because it contains discrete subparts that require separate, distinct and multiple response. Specifically, Psystar objects to the term IDENTIFY as overbroad and unduly burdensome, as Apple Inc.'s definition of this term calls for responses to multiple discrete subparts thereby multiplying the number of interrogatories well beyond one for this singular interrogatory. For example, Apple Inc.'s definition of the term IDENTIFY in the context of this interrogatory would require Psystar to provide a multitude of discrete responses for each DOCUMENT or fact, including:

- i. the general nature or subject matter of the document;
- ii. the particularized subject matter of the document;

PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET OF INTERROGATORIES (NOS. 16-25)

- 1           iii.     its title or designation;
- 2           iv.     the date of preparation and/or distribution;
- 3           v.     each PERSON who authored, wrote, sent or received it; and
- 4           vi.     the present location and the identity of each person now having possession,
- 5                     custody, or control of such document.

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7           Because PERSON is included within these subparts, Psystar would also be required to  
8 provide further responses pursuant to Apple Inc.'s instructions for each PERSON, including:  
9 stating his or her full name, any known aliases or pseudonyms, present or last known address  
10 (specify which), present or last known telephone number (specify which), and, where applicable,  
11 present or last known employer and address thereof, and present or last known job, position, or  
12 title of that individual.

13  
14           Psystar further objects to the extent that this interrogatory seeks information that is outside  
15 of Psystar's knowledge and is not in Psystar's possession, custody or control. In particular,  
16 Psystar objects to this interrogatory to the extent that it requests that Psystar "IDENTIFY all facts  
17 and DOCUMENTS."

18           This Interrogatory seeks a response from Psystar that is dependent on the nature and scope  
19 of the contentions being asserted by Apple Inc., namely its claims for copyright infringement, and  
20 without a better understanding of Apple Inc.'s factual and legal bases for its contentions, Psystar is  
21 unable to provide a complete response to this Interrogatory. Subject to, and without waiving the  
22 foregoing general and specific objections, Psystar responds by incorporating its live counterclaim  
23 pleading, which sets forth several of Psystar's contentions with respect to Apple Inc.'s copyright  
24 and its known factual bases for those contentions. Because the discovery and investigation are  
25 still ongoing, Psystar reserves the right to supplement this response as additional information  
26 comes to light.  
27

28           PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET  
          OF INTERROGATORIES (NOS. 16-25)

1 discrete responses for each open source code, including:

- 2 i. the names of the source code file(s) and executable files(s);
- 3 ii. the version number of the software or code;
- 4 iii. the owner or licensor of the software or code;
- 5 iv. the dates which the software or code was used in PSYSTAR PRODUCTS;
- 6 v. the models of PSYSTAR PRODUCTS which used the software or code; and
- 7 vi. the present custodian.

8  
9 Because custodians are included, PERSON is triggered, and thus is included within these  
10 subparts. Psystar would also be required to provide further responses pursuant to Apple Inc.'s  
11 instructions for each PERSON, including: stating his or her full name, any known aliases or  
12 pseudonyms, present or last known address (specify which), present or last known telephone  
13 number (specify which), and, where applicable, present or last known employer and address  
14 thereof, and present or last known job, position, or title of that individual.  
15

16 Psystar further objects to the interrogatory on the ground that it is premature because the  
17 open source code referred to (and related issues) will be the subject of expert testimony at trial.  
18 Psystar objects to this interrogatory to the extent it seeks to limit the expert testimony that Psystar  
19 may seek to introduce at trial.  
20

21 Subject to and without waiving the foregoing objections, Psystar responds as follows: The  
22 open source code that Psystar uses includes boot-132, mindrvr, libpng, open source patches to  
23 boot-132, open source kernel extensions created by Psystar such as OpenHaltRestart,  
24 REaltekR1000, and NullCPUPowerManagement, and all that open source code which is included  
25 within Mac OS X Leopard.

26 **INTERROGATORY 21:**

27 IDENTIFY each and every program, software or code that does not originate from a Mac  
28 PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET  
OF INTERROGATORIES (NOS. 16-25)



1 OS X Leopard DVD that PSYSTAR has used in PSYSTAR PRODUCTS, including but not  
2 limited to bootloaders and kernel extensions.

3 **RESPONSE:**

4 Psystar hereby incorporates by reference its General Objections as if fully set forth herein.  
5 Psystar objects to this interrogatory to the extent it seeks information that is not subject to  
6 disclosure under any applicable privilege, doctrine or immunity, including without limitation the  
7 attorney-client privilege, the work product doctrine, the right of privacy, and all other privileges  
8 recognized under the constitutional, statutory or decisional law of the United States of America,  
9 the State of California or any other applicable jurisdiction, or information that would singularly or  
10 in combination, reveal the mental impressions or thought processes of Psystar's attorneys.

12 Furthermore, Psystar further objects to this interrogatory on the grounds that it is  
13 overbroad, unduly burdensome, and compound. It contains three parts, each overly broad, unduly  
14 burdensome, and compound individually: 1) each and every program, 2) software, 3) and code.

16 With respect to the term IDENTIFY which is so broad and over-inclusive that it could be  
17 read to include each and every thought, idea and conversation that anyone may have had about  
18 Apple Inc. during a time period without definition.

19 Psystar further objects to this interrogatory as compound because it contains discrete  
20 subparts that require separate, distinct and multiple response. Specifically, Psystar objects to the  
21 term IDENTIFY as overbroad and unduly burdensome, as Apple Inc.'s definition of this term calls  
22 for responses to multiple discrete subparts thereby multiplying the number of interrogatories well  
23 beyond one for this singular interrogatory. For example, Apple Inc.'s definition of the term  
24 IDENTIFY in the context of this interrogatory would require Psystar to provide a multitude of  
25 discrete responses for each open source code, including:

- 27 i. the names of the source code file(s) and executable files(s);

28 PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET  
OF INTERROGATORIES (NOS. 16-25)

- 1 ii. the version number of the software or code;
- 2 iii. the owner or licensor of the software or code;
- 3 iv. the dates which the software or code was used in PSYSTAR PRODUCTS;
- 4 v. the models of PSYSTAR PRODUCTS which used the software or code; and
- 5 vi. the present custodian.

6  
7 Because custodians are included, PERSON is triggered, and thus is included within these  
8 subparts. Psystar would also be required to provide further responses pursuant to Apple Inc.'s  
9 instructions for each PERSON, including: stating his or her full name, any known aliases or  
10 pseudonyms, present or last known address (specify which), present or last known telephone  
11 number (specify which), and, where applicable, present or last known employer and address  
12 thereof, and present or last known job, position, or title of that individual.

13  
14 Psystar further objects to the interrogatory on the ground that it is premature because the 1)  
15 programs, 2) software, 3) and code referred to (and related issues) will be the subject of expert  
16 testimony at trial. Psystar objects to this interrogatory to the extent it seeks to limit the expert  
17 testimony that Psystar may seek to introduce at trial.

18 Subject to and without waiving the foregoing objections, Psystar responds as follows:  
19 boot-132, psybootefi, dubl, OpenInject.kext, OpenCojones.kext, RealtekR1000.kext,  
20 OpenCompatible.kext, OpenHaltRestart.kext, and the other kernel extensions that Psystar has  
21 already produced.

22  
23 **INTERROGATORY 22:**

24 IDENTIFY each and every PSYSTAR employee (whether part-time or full time), worker,  
25 independent contractor, intern, extern or other PERSONS who worked under the direction of a  
26 PSYSTAR employee.

27 **RESPONSE:**

28 PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET  
OF INTERROGATORIES (NOS. 16-25)

1 may seek to introduce at trial.

2 Subject to and without waiving the foregoing objections, Psystar responds as follows:  
3 Documents identifying each of the requested items of code have already been produced. Psystar  
4 will supplement this response promptly.

5 **INTERROGATORY 25:**

6 IDENTIFY all “countermeasures” as the term is used on PS009264, YOU contend are  
7 built into MAC OS X and describe how YOU have overcome these “countermeasures.”

8 **RESPONSE:**

9 Psystar hereby incorporates by reference its General Objections as if fully set forth herein.  
10 Psystar objects to this interrogatory to the extent it seeks information that is not subject to  
11 disclosure under any applicable privilege, doctrine or immunity, including without limitation the  
12 attorney-client privilege, the work product doctrine, the right of privacy, and all other privileges  
13 recognized under the constitutional, statutory or decisional law of the United States of America,  
14 the State of California or any other applicable jurisdiction, or information that would singularly or  
15 in combination, reveal the mental impressions or thought processes of Psystar’s attorneys.

16 Furthermore, Psystar further objects to this interrogatory on the grounds that it is  
17 overbroad, unduly burdensome.

18 With respect to the term IDENTIFY which is so broad and over-inclusive that it could be  
19 read to include each and every thought, idea and conversation that anyone may have had about  
20 Apple Inc. during a time period without definition.

21 Furthermore, Psystar further objects to this interrogatory on the grounds that it is  
22 overbroad, unduly burdensome, and compound. It contains two parts 1) the IDENTIFY of all  
23 “countermeasures” and 2) how YOU overcame these “countermeasures.”

24 Psystar further objects to this interrogatory as compound because it contains discrete  
25 PSYSTAR CORPORATION’S RESPONSE TO APPLE INC.’S SECOND SET  
26 OF INTERROGATORIES (NOS. 16-25)



1 subparts that require separate, distinct and multiple response. Specifically, Psystar objects to the  
2 term IDENTIFY as overbroad and unduly burdensome, as Apple Inc.'s definition of this term calls  
3 for responses to multiple discrete subparts thereby multiplying the number of interrogatories well  
4 beyond one for this singular interrogatory. For example, Apple Inc.'s definition of the term  
5 IDENTIFY in the context of this interrogatory would require Psystar to provide a multitude of  
6 discrete responses for each open source code, including:  
7

- 8 i. the names of the source code file(s) and executable files(s);
- 9 ii. the version number of the software or code;
- 10 iii. the owner or licensor of the software or code;
- 11 iv. the dates which the software or code was used in PSYSTAR PRODUCTS;
- 12 v. the models of PSYSTAR PRODUCTS which used the software or code; and
- 13 vi. the present custodian.

14  
15 Because custodians are included, PERSON is triggered, and thus is included within these  
16 subparts. Psystar would also be required to provide further responses pursuant to Apple Inc.'s  
17 instructions for each PERSON, including: stating his or her full name, any known aliases or  
18 pseudonyms, present or last known address (specify which), present or last known telephone  
19 number (specify which), and, where applicable, present or last known employer and address  
20 thereof, and present or last known job, position, or title of that individual.  
21

22 Subject to and without waiving the foregoing objections, Psystar responds as follows:  
23 Apple protected binaries; by using the XNU kernel's translation services.  
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28 PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET  
OF INTERROGATORIES (NOS. 16-25)

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Dated: August 17, 2009

CAMARA & SIBLEY *LLP*

By: /s/ K. A. D. Camara

K.A.D. CAMARA

Dated: August 17, 2009

WELKER & ROSARIO

By: /s/ David Welker

DAVID WELKER

Attorneys for Defendant/Counterclaimant  
PSYSTAR CORPORATION

PSYSTAR CORPORATION'S RESPONSE TO APPLE INC.'S SECOND SET  
OF INTERROGATORIES (NOS. 16-25)

## **EXHIBIT 25**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

APPLE INC., a California corporation,

*Plaintiff,*

v.

PSYSTAR CORPORATION,

*Defendants.*

AND RELATED COUNTERCLAIMS

CASE NO. CV-08-03251-WHA

**PSYSTAR CORPORATION'S  
RESPONSES TO COURT ORDERED  
INTERROGATORRIES  
(NOS. 1-15)**

PROPOUNDING PARTY: APPLE INC.  
RESPONDING PARTY: PSYSTAR CORPORATION  
SET NO: TWO (2)

Pursuant to the Court's Order of August 20, 2009 Psystar Corporation hereby responds to the Court-ordered Interrogatories (Nos. 1-15) as follows:

**OBJECTIONS AND RESPONSES TO COURT ORDERED INTERROGATORIES**

**INTERROGATORY 1:**

Do you admit Psystar used the AppleDecrypt kernal extension (AppleDecrypt.kext) as part of the software on Psystar computers sold to customers in order to allow Mac OS X to run on these non-Apple computers?

**RESPONSE:**

Yes.

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**INTERROGATORY 2:**

State the date(s) when Psystar destroyed the source code for the AppleDecrypt kernal extension (AppleDecrypt.kext).

**RESPONSE:**

Psystar objects that this interrogatory is outside the scope of the court-ordered interrogatories. In an effort to facilitate discovery, Pystar answers: Psystar has never possessed and therefore has never destroyed the source code for the AppleDecrypt kernel extension.

**INTERROGATORY 3:**

State the date(s) when Psystar destroyed the executable code for the AppleDecrypt kernal extension (AppleDecrypt.kext).

**RESPONSE:**

Psystar objects that this interrogatory is outside the scope of the court-ordered interrogatories because the court ordered an interrogatory about the destruction of the master copies, but not the destruction of the AppleDecrypt kernel extension. In an effort to facilitate discovery, Pystar answers: Psystar destroyed the AppleDecrypt kernel extension on those dates identified by interrogatory 14 for the destruction of the master copies.

**INTERROGATORY 4:**

State by model name, the number of Psystar computers that used the AppleDecrypt kernal extension (AppleDecrypt.kext).



1 **RESPONSE:**

2 All Psystar computers sold from the inception of the company until approximately  
3 October 1, 2008.

4  
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6 **INTERROGATORY 5:**

7 Do you admit Psystar used the dsmos kernal extension (dsmos.kext) as part of the software  
8 on Psystar computers sold to customers in order to allow Mac OS X to run on these non-Apple  
9 computers?

10  
11 **RESPONSE:**

12 Yes.

13  
14 **INTERROGATORY 6:**

15 State the date(s) when Psystar destroyed the source code for the dsmos kernal extension  
16 (dsmos.kext).

17  
18 **RESPONSE:**

19 Psystar objects that this interrogatory is outside the scope of the court-ordered  
20 interrogatories. In an effort to facilitate discovery, Psystar answers: Psystar has never possessed  
21 and therefore has never destroyed the source code for the dsmos kernel extension.

22  
23 **INTERROGATORY 7:**

24 State the date(s) when Psystar destroyed the executable code for the dsmos kernal  
25 extension (dsmos.kext).

26  
27 **RESPONSE:**

28

1 Psystar objects that this interrogatory is outside the scope of the court-ordered  
2 interrogatories because the court ordered an interrogatory about the destruction of the  
3 master copies, but not the destruction of the dsmos kernel extension. In an effort to facilitate  
4 discovery, Psystar answers: Psystar destroyed the dsmos kernel extension on those dates  
5 identified by interrogatory 14 for the destruction of the master copies.  
6

7  
8 **INTERROGATORY 8:**

9 State by model name, the number of Psystar computers that used the dsmos kernal  
10 extension (dsmos.kext).  
11

12 **RESPONSE:**

13 All Psystar computers sold from the inception of the company until approximately  
14 October 1, 2008.  
15

16  
17 **INTERROGATORY 9:**

18 Do you admit Psystar used the Netkas bootloader as part of the software on Psystar  
19 computers sold to customers in order to allow Mac OS X to run on these non-Apple computers?  
20

21 **RESPONSE:**

22 Yes.  
23  
24

25 **INTERROGATORY 10:**

26 State the date(s) when Psystar destroyed the source code for the Netkas bootloader.  
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1 **RESPONSE:**

2 Psystar objects that this interrogatory is outside the scope of the court-ordered  
3 interrogatories. In an effort to facilitate discovery, Psystar answers: Psystar has never  
4 possessed and therefore has never destroyed the source code for the Netkas bootloader.  
5

6  
7 **INTERROGATORY 11:**

8 State the date(s) when Psystar destroyed the executable code for the Netkas bootloader.  
9

10 **RESPONSE:**

11 Psystar objects that this interrogatory is outside the scope of the court-ordered  
12 interrogatories because the court ordered an interrogatory about the destruction of the  
13 master copies, but not the destruction of the Netkas bootloader. In an effort to facilitate  
14 discovery, Psystar answers: Psystar destroyed the Netkas bootloader on those dates identified  
15 by interrogatory 14 for the destruction of the master copies.  
16

17  
18 **INTERROGATORY 12:**

19 State by model name, the number of Psystar computers that used the Netkas bootloader.  
20

21 **RESPONSE:**

22 All Psystar computers sold from the inception of the company until approximately  
23 October 1, 2008.  
24

25 **INTERROGATORY 13:**

26 For Psystar computers that run Mac OS X, identify each master copy of the disk image  
27  
28

1 used by Psystar on those computers that Psystar has destroyed, and state the version of Mac OS X,  
2 the bootloader and the decryption kernel extensions (including but not limited to  
3 AppleDecrypt.kext, dsmos.kext OpenCojones.kext) contained on that master copy.

4 **RESPONSE:**

5 All master copies created prior to the master copy dated September 4, 2008, were  
6 destroyed. The master copy dated September 4, 2008 was modified several times until the  
7 latest master copy was created in July 2009, to alter the hardware profile information stored  
8 on the master copy as Psystar updated the hardware included with its systems. No other  
9 changes were made to the master copies. The September 4, 2008 master copy contains OS X  
10 10.5.4. The July 2009 master copy contains OS X 10.5.6.  
11  
12

13  
14 **INTERROGATORY 14:**

15 State the date(s) when each of the mater copies identified in response to court-ordered  
16 Interrogatory No. 13 was destroyed.  
17

18 **RESPONSE:**

19 All master copies created prior to the master copy dated September 4, 2008, were  
20 destroyed. The master copy dated September 4, 2008 was modified several times until the  
21 latest master copy was created in July 2009, to alter the hardware profile information stored  
22 on the master copy as Psystar updated the hardware included with its systems. No other  
23 changes were made to the master copies.  
24

25  
26 **INTERROGATORY 15:**

27 Do you admit that all Psystar computers sold from April 2008 through September 2008  
28

1 with Mac OS X contained either AppleDecrypt or dsmos kernal extensions and the Netkas  
2 bootloader?

3  
4 **RESPONSE:**

5 Yes.

6  
7  
8 Dated: August 31, 2009

9 CAMARA & SIBLEY *LLP*

10 By: /s/ K. A. D. Camara  
11 K.A.D. CAMARA

12  
13 Dated: August 31, 2009

WELKER & ROSARIO

14  
15 By: /s/ David Welker

16  
17 DAVID WELKER  
18 Attorneys for Defendant/Counterclaimant  
19 PSYSTAR CORPORATION  
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## **EXHIBIT 26**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**

## ENGLISH

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SOFTWARE LICENSE AGREEMENT FOR MAC OS X  
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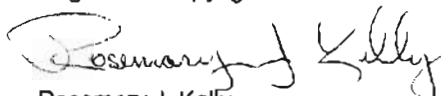
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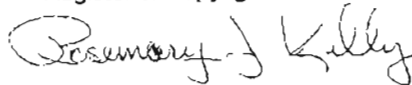
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**THIS IS TO CERTIFY FURTHER**, that the attached is an additional certificate for this work; it is identical to the original certificate issued in 2008.

**IN WITNESS WHEREOF**, the seal of this Office is affixed hereto on July 28, 2009.

Marybeth Peters  
Register of Copyrights



By: Rosemary J. Kelly  
Head  
Records Research and Certification  
Section  
Information and Records  
Division



Use of this material is governed by the U.S. copyright law 17 U.S.C. 101 et seq.



# Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

Registration Number:

TX 6-849-489

Effective date of registration:

January 24, 2008

## Title

Title of Work: Mac OS X Leopard Version 10.5

## Completion/ Publication

Year of Completion: 2007

Date of 1st Publication: October 26, 2007

Nation of 1st Publication: United States

## Author

Author: Apple Inc.

Author Created: new and revised text, illustrations and compilation; new and revised computer program

Work made for hire: Yes

Domiciled in: United States

Anonymous: No

Pseudonymous: No

## Copyright claimant

Copyright Claimant: Apple Inc.

1 Infinite Loop, Cupertino, CA 95014

## Limitation of copyright claim

Material excluded from this claim: Previous versions of "Mac OS" and "Mac OS X" operating system software code

Previously registered: Yes

Previous registration and year: TX-6-325-148 2006

Basis of current registration: This is a changed version of the work.

New material included in claim: new and revised text, illustrations and compilation; new and revised computer program

## Certification

Correspondence: Yes

Registration #: TX0006849489

Service Request #: 1-34439257

Apple Inc.  
1 Infinite Loop, MS: 3-TM  
Cupertino, CA 95014

## **EXHIBIT 29**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**



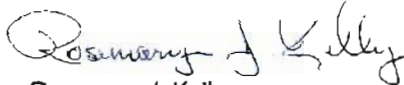
LIBRARY OF CONGRESS  
*Copyright Office*  
*of the United States*  
WASHINGTON, D.C.

**THIS IS TO CERTIFY** that on March 29, 2006 a claim to copyright a work identified as **DON'T STEAL MAC OS** was registered under number **TX 6-336-643**. The work was registered in accordance with provisions of the United States Copyright Law (Title 17 United States Code).

**THIS IS TO CERTIFY FURTHER**, that the attached is an additional certificate for this work; it is identical to the original certificate issued in 2006.

**IN WITNESS WHEREOF**, the seal of this Office is affixed hereto on July 28, 2009.

Marybeth Peters  
Register of Copyrights



By: Rosemary J. Kelly  
Head  
Records Research and Certification  
Section  
Information and Records  
Division

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**MORE ON BACK** ▶ Complete all applicable spaces (numbers 5-8) on the reverse side of this page.  
• See dated instructions. • Sign the form at no. 8.

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Page 1 of \_\_\_\_\_ pages

Additional certificate (17 U.S.C. 70b)  
**Certificate of Registration**



This Certificate issued under the seal of the Copyright Office in accordance with title 17, United States Code, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

*Marybeth Peters*

Register of Copyrights, United States of America

**FORM TX**  
 For a Non-dramatic Literary Work  
 UNITED STATES COPYRIGHT OFFICE

TX 8-336-643



EFFECTIVE DATE OF REGISTRATION

3 29 06  
 Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

**1**

TITLE OF THIS WORK ▼

Don't Steal Mac OS

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

**2**

a NAME OF AUTHOR ▼

Apple Computer, Inc

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
 Name of Country  
 OR Citizen of USA  
 Domiciled in USA

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼  
 Entire text.

**NOTE**

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

b NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
 Name of Country  
 OR Citizen of \_\_\_\_\_  
 Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

c NAME OF AUTHOR ▼

Was this contribution to the work a "work made for hire"?  
 Yes  
 No

AUTHOR'S NATIONALITY OR DOMICILE  
 Name of Country  
 OR Citizen of \_\_\_\_\_  
 Domiciled in \_\_\_\_\_

DATES OF BIRTH AND DEATH  
 Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK  
 Anonymous?  Yes  No  
 Pseudonymous?  Yes  No

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

**3**

a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED  
 2006

b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK  
 Month: Jan Day: 10 Year: 2006  
 USA

**4**

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼  
 Apple Computer, Inc.  
 1 Infinite Loop, MS-3-1M  
 Cupertino, CA 95014

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED  
**MAR 29 2006**  
 ONE DEPOSIT RECEIVED  
**MAR 29 2006**  
 TWO DEPOSITS RECEIVED  
 FUNDS RECEIVED

MORE ON BACK ▶ • Complete all applicable spaces (numbers 1-8) on the reverse side of this page  
 • See detailed instructions. • Sign the form at the end.

DO NOT WRITE HERE  
 Page 1 of \_\_\_\_\_ pages

CHECKED BY         

CORRESPONDENCE  
Yes

FOR  
COPYRIGHT  
OFFICE  
USE  
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

5

**PREVIOUS REGISTRATION** Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

- Yes  No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)
- a.  This is the first published edition of a work previously registered in unpublished form.
- b.  This is the first application submitted by this author as copyright claimant.
- c.  This is a changed version of the work, as shown by space 6 on this application.
- If your answer is "Yes," give Previous Registration Number ▶

Year of Registration ▶

**DERIVATIVE WORK OR COMPILATION**

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

a 6

See instructions before completing this space.

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

b

**DEPOSIT ACCOUNT** If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▶ Apple Computer, Inc. Account Number ▶ DA 064823

a 7

**CORRESPONDENCE** Give name and address to which correspondence about this application should be sent. Name / Address / Apt / City / State / ZIP

Apple Computer, Inc.  
Attn: Sue Runfola Carroll  
1 Infinite Loop, MS:3-TM  
Cupertino, CA 95014

b

Area code and daytime telephone number ▶ (408) 974-9994  
E-mail ▶ carroll@apple.com

Fax number ▶ (408) 974-2155

**CERTIFICATION** I, the undersigned, hereby certify that I am the

Check only one ▶

- author
- other copyright claimant
- owner of exclusive right(s)
- authorized agent of Apple Computer, Inc.

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s) ▶

8

Typed or printed name and date ▶ If this application gives a date of publication in space 3, do not sign and submit it before that date.

Sue Runfola Carroll

Date ▶ March 29, 2006

Handwritten signature (X) ▶ Sue Runfola Carroll

Certificate will be mailed in window envelope to this address:

Name ▶ Apple Computer, Inc. Attn: Sue Runfola Carroll

Number/Street ▶ 1 Infinite Loop, MS:3-TM

City/State/ZIP ▶ Cupertino, CA 95014

- Complete all necessary spaces
- Sign your application in space 6

1. Application form

2. Nonrefundable filing fee in check or money order payable to Register of Copyrights

3. Deposit material

Library of Congress  
Copyright Office  
101 Independence Avenue, S.E.  
Washington, D.C. 20540-8000

9

\*17 U.S.C. § 502(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 408, or in any written statement filed in connection

## **EXHIBIT 30**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**



## **MICROSOFT SOFTWARE LICENSE TERMS**

### **WINDOWS VISTA HOME BASIC**

### **WINDOWS VISTA HOME PREMIUM**

### **WINDOWS VISTA ULTIMATE**

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These license terms are an agreement between you and

- the device manufacturer that distributes the software with the device, or
- the software installer that distributes the software with the device.

Please read them. They apply to the software named above, which includes the media on which you received it, if any. Printed paper license terms, which may come with the software, take the place of any on-screen license terms. The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft and not the manufacturer or installer, licenses those to you.

**By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact the manufacturer or installer to determine their return policy for a refund or credit.**

**As described below, using the software also operates as your consent to the transmission of certain computer information during activation, validation and for Internet-based services.**

---

**If you comply with these license terms, you have the rights below for each license you acquire.**

#### **1. OVERVIEW.**

- a. **Software.** The software includes desktop operating system software. This software does not include Windows Live services. Windows Live is a service available from Microsoft under a separate agreement.
- b. **License Model.** The software is licensed on a per copy per device basis.
- c. **Edition Specific Rights.** See the Additional License Terms sections at the end of this agreement for license terms that apply to specific editions of the software.

2. **INSTALLATION AND USE RIGHTS.** The software license is permanently assigned to the device with which you acquired the software. That device is the "licensed device." A hardware partition is considered to be a separate device.
- a. **Licensed Device.** You may install one copy of the software on the licensed device. You may use the software on up to two processors on that device at one time. You may not use the software on any other device.
  - b. **Number of Users.** Except as provided in the Device Connections (all editions), Remote Access Technologies (Home Basic and Home Premium editions) and Other Access Technologies (Ultimate edition) sections below, only one user may use the software at a time.
  - c. **Alternative Versions.** The software may include more than one version, such as 32-bit and 64-bit. You may use only one version at one time. If manufacturer or installer provides you with a one-time selection between language versions, you may use only the one language version you select.

3. **ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.**

- a. **Multiplexing.** Hardware or software you use to
  - pool connections, or
  - reduce the number of devices or users that directly access or use the software(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses you need.
- b. **Font Components.** While the software is running, you may use its fonts to display and print content. You may only
  - embed fonts in content as permitted by the embedding restrictions in the fonts; and
  - temporarily download them to a printer or other output device to print content.
- c. **Icons, images and sounds.** While the software is running, you may use but not share its icons, images, sounds, and media.

4. **MANDATORY ACTIVATION.**

Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see <http://go.microsoft.com/fwlink/?linkid=69497>. By using the software, you consent to the transmission of this information. Before you activate, you have the right to use the version of the software installed during the installation process. Your right to use the software after the time specified in the installation process is limited unless it is activated. This is to prevent its unlicensed use. **You will not be able to continue using the software after that time if you do not activate it.** If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you

do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. If the manufacturer or installer activated the software for you, you may not be asked to activate the software when you first use it. **The software will remind you to activate it until you do.**

**5. VALIDATION.**

- a. The software will from time to time validate the software, update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see <http://go.microsoft.com/fwlink/?linkid=39157>.
- b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see <http://go.microsoft.com/fwlink/?linkid=69500>.
- c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may
  - need to reactivate the software, or
  - receive reminders to obtain a properly licensed copy of the software,or you may not be able to
  - use or continue to use some of the features of the software, or
  - obtain certain updates or upgrades from Microsoft.
- d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources. For more information on obtaining updates from authorized sources see <http://go.microsoft.com/fwlink/?linkid=69502>.

**6. POTENTIALLY UNWANTED SOFTWARE.** If turned on, Windows Defender will search your computer for "spyware," "adware" and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated "high" or "severe," which will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in

- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.

By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

**7. INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the

software. It may change or cancel them at any time.

- a. **Consent for Internet-Based Services.** The software features described below and in the Windows Vista Privacy Statement connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, see the Windows Vista Privacy Statement at <http://go.microsoft.com/fwlink/?linkid=20615>. **By using these features, you consent to the transmission of this information.** Microsoft does not use the information to identify or contact you.

Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using, and the language code of the device where you installed the software. Microsoft uses this information to make the Internet-based services available to you.

- Windows Update Feature. You may connect new hardware to your device. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, and to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists over the Internet, when available.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WMDRM) to protect their intellectual property, including copyrights. This software and third party software use WMDRM to play and copy WMDRM-protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software's ability to use WMDRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WMDRM to access their content. Microsoft software that includes WMDRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WMDRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
- Windows Media Player. When you use Windows Media Player, it checks with Microsoft for



- compatible online music services in your region;
- new versions of the player; and
- codecs if your device does not have the correct ones for playing content.

You can switch off this last feature. For more information, go to <http://go.microsoft.com/fwlink/?linkid=44073>.

- **Malicious Software Removal/Clean On Upgrade.** Before installation of the software, the software will check and remove certain malicious software listed at <http://www.support.microsoft.com/?kbid=890830> ("Malware") from your device. When the software checks your device for Malware, a report will be sent to Microsoft about any Malware detected or errors that occurred while the software was checking for Malware. No information that can be used to identify you is included in the report. You may disable the software's Malware reporting functionality by following the instructions found at <http://www.support.microsoft.com/?kbid=890830>.
- **Network Connectivity Status Icon.** This feature determines whether a system is connected to a network by either passive monitoring of network traffic or active DNS or HTTP queries. The query only transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active query feature through a registry setting.
- **Windows Time Service.** This service synchronizes with [www.time.windows.com](http://www.time.windows.com) once a week to provide your computer with the correct time. You can turn this feature off or choose your preferred time source within the Date and Time Control Panel applet. The connection uses standard NTP protocol.
- **IPv6 Network Address Translation (NAT) Traversal service (Teredo).** This feature helps existing home Internet gateway devices transition to IPv6. IPv6 is next generation Internet protocol. It helps enable end-to-end connectivity often needed by peer-to-peer applications. To do so, each time you start up the software the Teredo client service will attempt to locate a public Teredo Internet service. It does so by sending a query over the Internet. This query only transfers standard Domain Name Service information to determine if your computer is connected to the Internet and can locate a public Teredo service. If you
  - use an application (e.g. Windows Meeting Space) that needs IPv6 connectivity or
  - configure your firewall to always enable IPv6 connectivity

by default standard Internet Protocol information will be sent to the Teredo service at Microsoft at regular intervals. No other information is sent to Microsoft. You can change this default to use non-Microsoft servers. You can also switch off this feature using a command line utility named "netsh".

- Use of Information.** Microsoft may use the computer information, error reports, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.
- Misuse of Internet-based Services.** You may not use these services in any way that

could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. **SCOPE OF LICENSE.** The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer or installer and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see the software documentation. You may not
  - work around any technical limitations in the software;
  - reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
  - use components of the software to run applications not running on the software;
  - make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
  - publish the software for others to copy;
  - rent, lease or lend the software; or
  - use the software for commercial software hosting services.
9. **MICROSOFT .NET BENCHMARK TESTING.** The software includes one or more components of the .NET Framework 3.0 (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at <http://go.microsoft.com/fwlink/?LinkID=66406>.
10. **BACKUP COPY.** You may make one backup copy of the software media. You may use it only to reinstall the software.
11. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.
12. **NOT FOR RESALE SOFTWARE.** You may not sell software marked as "NFR" or "Not for Resale."
13. **UPGRADES.** To use upgrade software, you must first be licensed for the software that is eligible for the upgrade. Upon upgrade, this agreement takes the place of the agreement for the software you upgraded from. After you upgrade, you may no longer use the software you upgraded from, except as permitted in the Downgrade section below (Ultimate edition).
14. **PROOF OF LICENSE.**



- a. If you acquired the software on a device, or on a disc or other media, a genuine Microsoft Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid, this label must be affixed to the device or appear on the manufacturer's or installer's packaging. If you receive the label separately, it is invalid. You should keep label on the device or the packaging that has the label on it to prove that you are licensed to use the software. If the device comes with more than one genuine Certificate of Authenticity label, you may use each version of the software identified on those labels.
  - b. To identify genuine Microsoft software, see [www.howtotell.com](http://www.howtotell.com).
15. **TRANSFER TO A THIRD PARTY.** You may transfer the software directly to a third party only with the licensed device. You may not keep any copies of the software or any earlier version. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. The transfer must include the Certificate of Authenticity label.

16. **NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.** This software includes MPEG-4 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG-4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-4 visual standards, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

17. **NOTICE ABOUT THE VC-1 VISUAL STANDARD.** This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD ("VC-1 VIDEO") OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.

If you have questions about the VC-1 visual standards, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; [www.mpegla.com](http://www.mpegla.com).

18. **NOTICE ABOUT THE MPEG-2 VISUAL STANDARD.** If the software includes Microsoft DVD playback software for Windows Vista it contains MPEG-2 visual decoding technology. MPEG LA, L.L.C. requires this notice:

USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 2 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.

If you have questions about the MPEG-2 visual standard, please contact MPEG LA, L.L.C.,

250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.

19. **THIRD PARTY PROGRAMS.** The software contains third party programs. The license terms with those programs apply to your use of them.
20. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see [www.microsoft.com/exporting](http://www.microsoft.com/exporting).
21. **SUPPORT SERVICES.** For the software generally, contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at <http://www.support.microsoft.com/common/international.aspx>. If you are using software that is not properly licensed, you will not be entitled to receive support services.
22. **ENTIRE AGREEMENT.** This agreement (including the warranty below), additional terms and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.
23. **APPLICABLE LAW.**
  - a. **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
  - b. **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.
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1. **DEVICE CONNECTIONS.** You may allow up to 5 other devices to access the software installed on the licensed device to use File Services, Print Services, Internet Information Services and Internet Connection Sharing and Telephony Services.
2. **REMOTE ACCESS TECHNOLOGIES.** You may remotely access and use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.
3. **OTHER REMOTE USES.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
4. **USE WITH VIRTUALIZATION TECHNOLOGIES.** You may not use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system.

## **WINDOWS VISTA HOME PREMIUM**

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**ADDITIONAL LICENSE TERMS.** The following additional license terms apply to Windows Vista Home Premium.

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2. **REMOTE ACCESS TECHNOLOGIES.** You may remotely access and use the software installed on the licensed device from another device to share a session using Remote Assistance or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals.
3. **OTHER REMOTE USES.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.
4. **USE WITH VIRTUALIZATION TECHNOLOGIES.** You may not use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system.
5. **MEDIA CENTER EXTENDER.** You may have 5 Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
6. **ELECTRONIC PROGRAMMING GUIDE.** If the software includes access to an electronic



programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.

7. **RELATED MEDIA INFORMATION.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
8. **CONSENT TO UPDATE INFRARED EMITTER/RECEIVER.** The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device that ships with certain Media Center-based products. By accepting these license terms, you agree that the software may update the firmware of this device.
9. **WORLDWIDE USE OF THE MEDIA CENTER.** Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.

#### **WINDOWS VISTA ULTIMATE**

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2. **REMOTE ACCESS TECHNOLOGIES.** You may access and use the software installed on the licensed device remotely from another device using remote access technologies as follows.
  - Remote Desktop. The single primary user of the licensed device may access a session from any other device using Remote Desktop or similar technologies. A "session" means the experience of interacting with the software, directly or indirectly, through any combination of input, output and display peripherals. Other users may access a session from any device using these technologies, if the remote device is separately licensed to run the software.
  - Other Access Technologies. You may use Remote Assistance or similar technologies to share an active session.
3. **OTHER REMOTE USES.** You may allow any number of devices to access the software installed on the licensed device for purposes other than those described in the Device Connections and Remote Access Technologies sections above, such as to synchronize data between devices.

4. **USE WITH VIRTUALIZATION TECHNOLOGIES.** You may use the software installed on the licensed device within a virtual (or otherwise emulated) hardware system on the licensed device. If you do so, you may not play or access content or use applications protected by any Microsoft digital, information or enterprise rights management technology or other Microsoft rights management services or use BitLocker. We advise against playing or accessing content or using applications protected by other digital, information or enterprise rights management technology or other rights management services or using full volume disk drive encryption.
5. **MEDIA CENTER EXTENDER.** You may have 5 Media Center Extender Sessions (or other software or devices which provide similar functionality for a similar purpose) running at the same time to display the software user interface or content on other displays or devices.
6. **ELECTRONIC PROGRAMMING GUIDE.** If the software includes access to an electronic programming guide service that displays customized television listings, a separate service agreement applies to the service. If you do not agree to the terms of the service agreement, you may continue to use the software, but you will not be able to use the electronic programming guide service. The service may contain advertising content and related data, which are received and stored by the software. The service is not available in all areas. Please consult the software information for instructions on accessing the service agreement.
7. **RELATED MEDIA INFORMATION.** If you request related media information as part of your playback experience, the data provided to you may not be in your local language. Some countries or regions have laws and regulations which may restrict or limit your ability to access certain types of content.
8. **CONSENT TO UPDATE INFRARED EMITTER/RECEIVER.** The software may contain technology to ensure the proper functioning of the infrared emitter/receiver device that ships with certain Media Center-based products. By accepting these license terms, you agree that the software may update the firmware of this device.
9. **WORLDWIDE USE OF THE MEDIA CENTER.** Media Center is not designed for use in every country. For example, although the Media Center information may refer to certain features such as an electronic programming guide or provide information on how to configure a TV tuner, these features may not work in your area. Please refer to the Media Center information for a list of features that may not work in your area.
10. **DOWNGRADE.** Instead of using the software, you may use one of the following earlier versions:
  - Microsoft Windows XP Professional,
  - Microsoft Windows Professional x64 Edition, or
  - Microsoft Windows XP Tablet PC Edition.

This agreement applies to your use of the earlier versions. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply earlier versions to you. You must obtain the earlier version separately. At any time, you may replace an earlier version with this version of the software.

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## **EXHIBIT 31**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**

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# Amazon Kindle: License Agreement and Terms of Use

Last updated: February 9, 2009

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## 1. The Device and Related Services

The Kindle Device (the "Device") is a portable electronic reading device that utilizes wireless connectivity to enable users to shop for, download, browse, and read books, newspapers, magazines, blogs, and other materials, all subject to the terms and conditions of this Agreement. The "Service" means the wireless connectivity, provision of digital content, software and support, and other services and support that Amazon provides. Device users.

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**General.** Amazon provides wireless connectivity free of charge to you for certain content shopping and downloading services on your Device. You may be charged a fee for wireless connectivity for your use of other wireless services on your Device, such as Web browsing and downloading of personal files, should you elect to use those services. We will maintain a list of current fees for such services in the Kindle Store. Amazon reserves the right to discontinue wireless connectivity at any time or to otherwise change the terms for wireless connectivity at any time, including, but not limited to (a) limiting the number and size of data files that may be transferred using wireless connectivity and (b) changing the amount and terms applicable for wireless connectivity charges.

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**Your Conduct.** You agree you will use the wireless connectivity provided by Amazon only in connection with Services Amazon provides for the Device. You may not use the wireless connectivity for any other purpose.

### 3. Digital Content

**The Kindle Store.** The Kindle Store enables you to download, display and use on your Device a variety of digitized electronic content, such as books, subscriptions to magazines, newspapers, journals and other periodicals, blogs, RSS feeds, and other digital content, as determined by Amazon from time to time (individually and collectively, "Digital Content").

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## **EXHIBIT 32**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
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## **EXHIBIT 33**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**



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This software version is as follows:

**Pantech Duo Windows Mobile 6.1 Standard**

**CE OS 5.2.19597 (Build 19597.1.1.8)**

**Radio Version C819.33.**

**OS Bld. Version 6.11.M044.33**

**RIL Version 2.02**

**SW Release Date: September 29, 2008**

**Download File Size: Approx. 58 Mbytes.**

**Available storage space required for use: Approx. 90 Mbytes.**

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6. This updater is not compatible with any other products.
7. Requirement
  - Desktop/Laptop Computer Running Windows XP or Windows 2000
  - (1) USB Port
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## **EXHIBIT 35**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**





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## **EXHIBIT 36**

**MEGAN M. CHUNG'S DECLARATION IN SUPPORT OF APPLE INC.'S MOTION  
FOR SUMMARY JUDGMENT ON COPYRIGHT INFRINGEMENT, DMCA  
VIOLATIONS AND PSYSTAR'S AFFIRMATIVE DEFENSES**



What are you looking for? 

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This is the same End User License Agreement (EULA) that must be accepted when a Wii console is powered on for the first time. It is provided here for your convenience should you need to review it.

### Wii NETWORK SERVICES USER AGREEMENT

Last updated: March 25, 2009

#### Chapter I: Wii Network Service

##### Article 1: Grant of License

Manuals  
Online Store  
Info for Parents  
Master Games List  
Tech Support Forums

Nintendo grants you a personal, limited, non-exclusive, revocable (in whole or in part) license to use the Wii Network Service, pursuant to this agreement. Specifically:

- Although the Wii Network Service is intended for your personal recreational use, you are responsible for anyone using the Wii Network Service through your Wii Console (whether you gave them permission or not), and for ensuring they understand and agree to this agreement.
- You may not use the Wii Network Service for commercial or illegal purposes, in a way that may harm another person or company, or in any unauthorized or improper manner as we may specify from time to time in this agreement, our Wii Code of Conduct, or otherwise.
- You must clear all Content, Third-Party Data, and any other stored sensitive or personal information stored on your Wii Console prior to selling or otherwise transferring your Wii Console. If you acquire a used Wii Console, you must clear, and may not use, any of this data if still on the Wii Console when you acquire it.
- The Wii Network Service is licensed to you for use on your Wii Console only in the United States, Canada, or Latin America.

#### Chapter II: Unauthorized Software, Services, or Devices or Unlicensed Accessories

Your Wii Console and the Wii Network Service are not designed for use with unauthorized software, services, or devices or non-licensed accessories, and you may not use any of these with your Wii Console or the Wii Network Service. Such use may be illegal, voids any warranty, and is a breach of this agreement. Such use may also lead to injury to you or others or cause performance issues or damage to your Wii Console or the Wii Network Service. We (and our licensees and distributors) are not responsible for damage or loss caused by unauthorized software, services or devices or non-licensed accessories. We may take steps to disable or delete any unauthorized software, services or device installed in your Wii Console, for example, by detecting and disabling them through the Wii Network Service and/or game software. If we detect unauthorized software, services, or devices, your access to the Wii Network Service may be disabled and/or the Wii Console or games may be unplayable.

#### Chapter III: Updates/Changes

You understand that the Wii Console specifications and the Wii Network Service are constantly evolving and that we may update or change your Wii Console or the Wii Network Service in whole or in part, without notice to you. Such updates may be required for you to play new Wii games or continue to access the Wii Network Service. We may also upgrade, change, or terminate the Content or game software or may discontinue offering Products without notice to you.

#### Chapter IV: Wii Shop

##### Article 1: Wii Shop Account

You must create a Wii Shop Account to use the Wii Shop. A Wii Shop Account is personal to you. You are responsible for monitoring use of, and limiting access to, your Wii Shop Account and for anyone using your Wii Shop Account, even without your permission.

##### Article 2: Points

The Wii Shop allows you to use Points to download a license to use Content or purchase Products (and may also allow you to do such things as download licenses to use certain Content for free, or use your Points to send Content to a friend). Points are primarily intended for the purchase of downloadable video game content, and are taxed accordingly. Points are not your personal property. **Points have no cash or monetary value and are non-refundable.**

Once you place Points into your Wii Shop Account, you **may not withdraw, sell, or transfer** them to another. You are responsible for your or anyone else's use of Points in your Wii Shop Account, even if you did not give them permission to use those Points.

If we suspect fraudulent or unlawful activity concerning your Wii Shop Account or your use of Points, we may cancel, suspend, or otherwise limit your access to all or part of the Wii Network Service. If, as a result, your Wii Shop Account or your Points are deleted, they will be reinstated at our sole discretion.

Article 3: [Credit-Card Charges and Your Billing Account](#)





agreement since the last version you obtained.

**Article 14: Sale, Transfer and Assignment Prohibited**

You may not assign all or any part of this agreement or sell or transfer any Content or your Wii Shop Account to any third party. Any attempt by you to do so is void.

**Article 15: Customer Service/Notices**

To contact our customer-service department regarding this agreement, you may: (i) send an email to [useragreement@noa.nintendo.com](mailto:useragreement@noa.nintendo.com); (ii) send a letter to Nintendo of America Inc., attn: User Agreement, 4820 150th Ave NE, Redmond, WA 98052; or (iii) call, toll free, 1-888-977-7627.

For all legal matters, such as to file a claim against us or to notify us of an alleged infringement, you must contact or notify us in writing at: Nintendo of America Inc. Attn: General Counsel, 4820 150th Ave NE, Redmond, WA 98052.

**Article 16: Governing Law, Legal Jurisdiction, and Interpretation of Agreement**

This agreement and any claims arising under it is governed by the laws of the state of Washington, without reference to conflict of laws principles. If you want to sue us with respect to a claim related to this agreement, your lawsuit must be brought in King County, Washington, and you consent to the jurisdiction of courts located there. You agree that if any part of this agreement is determined to be invalid or unenforceable, that part will no longer apply and will be considered deleted from the agreement, but all other parts of the agreement will remain in effect. You further agree that we may replace the invalid part by a provision which reflects or comes closest to reflecting the initial intention. If we choose not to enforce a provision of the agreement, you agree that we are not waiving our right to do so in the future.

**Article 17: Definitions**

"Content" means the software, services, material and other data which we own or have the right to use, distribute or sublicense, and which we send to, or make available as a download through, the Wii Console or the Wii Network Service.

"Club Nintendo" means the loyalty program offered by Nintendo.

"Nintendo IP" means all intellectual property, including but not limited to trademarks, copyrights, moral rights, inventions, patents, trade secrets, know-how and other confidential and proprietary information which we developed, own or have a license to use.

"Points" means the points that you purchase from us through the Wii Shop or through points cards sold or distributed by us or our retailers and promotional partners and that you may exchange with us for a license to download Content or to purchase Products.

"Products" means any goods other than Content that are made available for purchase from us through the Wii Shop.

"Third-Party Data" means Content or other software, services, material, messages (including commercial and non-commercial messages), links to Internet sites, and other data either created by, or sent to, your Wii Console through the Wii Network Service by any non-Nintendo entity or person (including you).

"Wii Console" means Nintendo's system (including the Wii Remote) sold and marketed by Nintendo under the Wii brand, including any succeeding systems and compatible systems.

"Wii Network Service" means the service whereby we can distribute Content, messages (including commercial and non-commercial messages) and other data to your Wii Console, or link you to an Internet site, and whereby you can send and receive Content, messages (including commercial and non-commercial messages), and other data, including Third-Party Data, using your Wii Console. The "Wii Network Service" includes, but is not limited to, the Wii Shop.

"Wii Shop Account" means an account on your Wii Console which you set up and use in connection with the Wii Shop.

"Wii Shop" means our online Wii Console's store, which offers such things as Points, Content, Products, and a download service, all of which Nintendo directly or indirectly operates.



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