EXHIBIT A

ENGLISH
APPLE INC.
SOFTWARE LICENSE AGREEMENT FOR MAC OS X
Single Use and Family Pack License for use on Apple-labeled 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. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, YOU MAY RETURN THE APPLE SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND. IF THE APPLE SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DISAGREE/DECLINE". 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 software (including Boot ROM code), documentation and any fonts accompanying this License whether preinstalled on Apple-labeled 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, and Apple reserves all rights not expressly granted to you. The rights granted herein are limited to Apple's and its licensors' intellectual property rights in the Apple Software as licensed hereunder and do not include any other patents or intellectual property rights. You own the media on which the Apple Software is recorded but Apple and/or Apple's licensor(s) retain ownership of the Apple Software itself. 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. This License allows you to install, use and run one (1) copy of the Apple Software on a single Apple-labeled computer at a time. You agree not to install, use or run the Apple Software on any non-Apple-labeled 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. If you have purchased a Mac OS X Family Pack, this License allows you to install and use one (1) copy of the Apple Software on up to a maximum of five (5) Apple-labeled 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. 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-labeled 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-labeled hardware and you may not copy, modify or redistribute the Apple Boot ROM code or firmware, or any portions thereof.
D. 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-labeled 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.
E. Apple has provided, as part of the Apple Software package, access to certain third party software as a convenience. To the extent that the Apple Software contains third party software, Apple has no express or implied obligation to provide any technical or other support for such software. Please contact the appropriate software vendor or manufacturer directly for technical support and customer service related to its software and products.
F. Except as and only to the extent permitted by applicable licensing terms governing use of the Open-Sourced Components, or by applicable law, you may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Apple Software or any part thereof. THE APPLE SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE APPLE SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
G. If you use Setup/Migration Assistant to transfer software from one Apple-labeled computer to another Apple-labeled 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.
3. Transfer. You may not rent, lease, lend, 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 2D 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-labeled hardware product may not run on other models of Apple-labeled 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. You agree that Apple and its subsidiaries may collect and use technical and related information, including but not limited to technical 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.
5. Termination. This License is effective until terminated. Your rights under this License will terminate automatically without notice from Apple if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Apple Software and destroy all copies, full or partial, of the Apple Software.
6. 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.
7. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLE SOFTWARE AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLE SOFTWARE ("SERVICES") ARE PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 7 and 8) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE AND ANY 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, 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 THE APPLE SOFTWARE OR SERVICES WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE, OR THAT DEFECTS IN THE APPLE SOFTWARE OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLE SOFTWARE 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.

The Apple Software automatically references, displays, links to, and provides web services related to, sites and information located worldwide throughout the Internet. Because Apple has no control over such sites and information, Apple makes no guarantees as to such sites and information, including but not limited to: (a) the accuracy, availability, sequence, completeness, currency, content, validity or quality of any such sites and information, or (b) whether an Apple search completed through the Apple Software may locate unintended or objectionable content. Because some of the content on the Internet consists of material that is adult-oriented or otherwise objectionable to some people or viewers under the age of 18, the results of any search or entering of a particular URL using the Apple Software may automatically and unintentionally generate links or references to objectionable material. By using the Apple Software, you acknowledge that Apple makes no representations or warranties with regard to any sites or information displayed by or accessed through the Apple Software, or any web services performed by the Apple Software in relation to such sites or information. Apple, its officers, affiliates and subsidiaries shall not, directly or indirectly, be liable, in any way, to you or any other person for the content you receive using the Apple Software or for any inaccuracies, errors in or omissions from the content. Financial information displayed by the Apple Software is for general informational purposes only and is not intended to be relied upon as investment advice. Before executing any securities transaction based upon information obtained through the Apple Software, you should consult with a financial professional. Neither Apple nor any of its content providers guarantees the accuracy, completeness, or timeliness of stock information appearing within the Apple Software. The Apple Software may be used to conduct automated translations. As automated translations are performed by software tools and do not involve any human intervention or verification, it is not advisable to rely upon such translations where absolute accuracy is required. Backup functions performed by the Apple Software are only carried out at certain times and are subject to hardware limitations such as drive storage capacity. 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.

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

9. Digital Certificates.

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. 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.

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.

10. Export Control. You may not use or otherwise export or reexport the Apple Product except as authorized by United States law and the laws of the jurisdiction in which the Apple Product was obtained. In particular, but without limitation, the Apple Product 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 Product, you represent and warrant that you are not located in any such country or on any such list.

11. 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.

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

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

14. 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 "online" electronic documentation for the Apple Software, and your use of such material is governed by their respective terms.

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

This product is licensed under the MPEG-4 Visual Patent Portfolio License for the personal and non-commercial use of a consumer for (i) encoding video in compliance with the MPEG-4 Visual Standard ("MPEG-4 Video") and/or (ii) decoding MPEG-4 video that was encoded by a consumer engaged in a personal and non-commercial

activity and/or was obtained from a video provider licensed by MPEG LA to provide MPEG-4 video. No license is granted or shall be implied for any other use. Additional information including that relating to promotional, internal and commercial uses and licensing may be obtained from MPEG LA, LLC. See http: // www.mpegla.com. For answers to frequently asked questions regarding use fees under the MPEG LA Visual Patent Portfolio License see www.apple.com/mpeg4 or www.apple.com/quicktime/products/qt/faq.html.

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.

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.

EA0390
Rev. 8-14-07