# Apple Mini DisplayPort Connector

# **Evaluation License**

Version 1.0

This Apple Mini DisplayPort Connector Evaluation License ("Evaluation License") applies to the dimensions of the mating interface and printed circuit board footprint and associated requirements for the Apple Mini DisplayPort Connector as specified in the document "Apple Mini DisplayPort Connector Dimensions."

Please read this Evaluation License carefully before downloading or using Apple's Mini DisplayPort Connector Dimensions ("Mini DisplayPort Connector Dimensions.") If you do not or cannot agree to the terms of this Evaluation License, please do not download or use the Mini DisplayPort Connector Dimensions. If you have questions, please contact Apple Software Licensing at <a href="mailto:sw.license@apple.com">sw.license@apple.com</a> or 512-674-2645.

#### 1. Definitions

Capitalized terms used in this Evaluation License are defined in Exhibit A.

## 2. Permitted Uses, Conditions & Restrictions

- A. Subject to the terms and conditions of this Evaluation License, Apple hereby grants You, effective on the date You accept this Evaluation License and download the Mini DisplayPort Connector Dimensions, a royalty-free, non-exclusive, non-transferable license under Apple's copyrights, with no rights to sublicense, the following internal use rights:
  - (i) to use and reproduce the Mini DisplayPort Connector Dimensions only for Your Internal Evaluation or Personal Use; and
  - (ii) to develop any Error Corrections to the Mini DisplayPort Connector Dimensions.
- B. You must retain and reproduce in all copies the Apple copyright and other proprietary notices and disclaimers as they appear in the Mini DisplayPort Connector Dimensions, and keep intact all notices in the Mini DisplayPort Connector Dimensions that refer to this Evaluation License. You must also duplicate, to the extent it does not already exist, the notice in Exhibit B in any Error Corrections created by You, and cause the modified files to carry prominent notices stating that You changed the files and the date of any change.

- C. You agree to provide any Error Corrections you develop to Apple by email to minidisplayport\_support@apple.com. You hereby grant to Apple and its subsidiaries a non-exclusive, worldwide, royalty-free, perpetual and irrevocable license, under any intellectual property rights owned or controlled by You, to use, reproduce, display, perform, modify or have modified (for Apple and/or any of its subsidiaries), sublicense and distribute, directly or indirectly, such Error Corrections, in any form, through multiple tiers of distribution.
- D. You expressly acknowledge and agree that although Apple and each Contributor grants licenses to their respective portions of the Mini DisplayPort Connector Dimensions set forth herein, neither Apple nor any Contributor provides any assurances that Your exercise of the license rights set forth in Section 2(A) of this Agreement will not infringe copyright, patent or other intellectual property rights of any other entity. Apple and each Contributor disclaim any liability to You for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, You hereby assume sole responsibility for securing any necessary patent or other intellectual property licenses not owned by Apple. You agree to defend, indemnify and hold Apple or any Contributor harmless against any claims, causes of action, liabilities, damages, fines, costs, fees and expenses (including attorney and other professional fees and expenses) arising out of Your exercise of the license rights set forth in Section 2 (A) of this Agreement, including without limitation, any patent infringement claims by third parties and any claims based on injury to person or property.

## 3. No License to Incorporate In Any Assembly

This Evaluation License does not grant a license to incorporate the Mini DisplayPort Connector Dimensions, any portion of it, or any Error Correction into any plug or receptacle or other assembly or device. To obtain a license to develop or distribute plugs, connectors or other assemblies or devices incorporating the Mini DisplayPort Connector Dimensions or Error Corrections, visit <a href="http://developer.apple.com/mkt/swl/">http://developer.apple.com/mkt/swl/</a>.

#### 4. No Patent License

This Evaluation License does not grant a license, expressly or by implication, estoppel, exhaustion or otherwise, under any Apple patents, including any patents essential to implement DisplayPort, whether or not such patents cover the construction of connectors conforming to the Mini DisplayPort Dimensions.

#### 5. No Trademark License

This Evaluation License does not grant a license, expressly or by implication, estoppel or otherwise, to use the trademarks or trade names "Apple", "Apple

Computer", or any other trademarks or trade names belonging to Apple or to any trademark or trade name of any Contributor.

## 6. Ownership of Error Corrections

Subject to the licenses granted under this Evaluation License, each Contributor retains all rights, title and interest in and to any Error Corrections developed by such Contributor. Apple retains all rights, title and interest in and to the Mini DisplayPort Connector, the Mini DisplayPort Connector Dimensions and any Error Corrections developed by or on behalf of Apple ("Apple Error Corrections"), and such Apple Error Corrections will not be automatically subject to this Evaluation License. Apple may, at its sole discretion, choose to license such Apple Error Corrections under this Evaluation License, or on different terms from those contained in this Evaluation License or may choose not to license them at all.

#### 7. Versions of the Evaluation License

Apple may publish revised and/or new versions of this Evaluation License from time to time. Each version will be given a distinguishing version number. Once Mini DisplayPort Connector Dimensions has been published under a particular version of this Evaluation License, You may continue to use it under the terms of that version unless Apple notifies you that the new version will apply. No one other than Apple has the right to modify the terms applicable to the Mini DisplayPort Connector Dimensions or Error Corrections created under this Evaluation License.

## 8. No Warranty Or Support

The Mini DisplayPort Connector Dimensions may contain in whole or in part prerelease, untested, or not fully tested works. The Mini DisplayPort Connector Dimensions may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Mini DisplayPort Connector Dimensions or any Error Correction is at Your sole and entire risk. THE MINI DISPLAYPORT CONNECTOR DIMENSIONS IS PROVIDED "AS IS" AND WITHOUT WARRANTY, UPGRADES OR SUPPORT OF ANY KIND AND APPLE AND APPLE'S LICENSOR(S) (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 8 AND 9) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE **IMPLIED** WARRANTIES AND/OR **CONDITIONS** MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER APPLE NOR ANY CONTRIBUTOR WARRANTS AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE DISPLAYPORT CONNECTOR DIMENSIONS, THAT THE FUNCTIONS CONTAINED IN THE DISPLAYPORT **CONNECTOR** MINI

DIMENSIONS WILL MEET YOUR REQUIREMENTS, THAT THE **OPERATION** OF THE **MINI DISPLAYPORT CONNECTOR** DIMENSIONS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE MINI DISPLAYPORT CONNECTOR DIMENSIONS WILL BE CORRECTED OR THAT THIS EVALUATION LICENSE CONTAINS ALL RIGHTS NECESSARY TO EVALUATE THE MINI DISPLAYPORT CONNECTOR DIMENSIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE, AN APPLE AUTHORIZED REPRESENTATIVE OR ANY CONTRIBUTOR SHALL CREATE A WARRANTY. You acknowledge that the Mini DisplayPort Connector Dimensions and Error Corrections are not intended for use in the operation of nuclear facilities, aircraft navigation, communication systems, or air traffic control machines in which case the failure of the Mini DisplayPort Connector Dimensions or Error Correction could lead to death, personal injury, or severe physical or environmental damage and You hereby agree to indemnify, defend and hold Apple and every Contributor harmless for any liability incurred by or claims asserted against Apple or such Contributor by reason of any such use.

## 9. Limitation Of Liability

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL APPLE OR ANY CONTRIBUTOR BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS EVALUATION LICENSE OR YOUR USE OR INABILITY TO USE THE MINI DISPLAYPORT CONNECTOR DIMENSIONS OR ANY ERROR CORRECTION, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT **(INCLUDING** NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF APPLE OR SUCH CONTRIBUTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY 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) under this Evaluation License exceed the amount of fifty dollars (\$50.00).

#### 10. Termination

This Evaluation License and the rights granted hereunder will terminate:

- A. Automatically, without notice from Apple, if You fail to comply with any term(s) of this Evaluation License and fail to cure such breach within 30 days of becoming aware of such breach;
- B. Automatically, without notice from Apple, at the end of the Evaluation Period;

- C. Automatically, without notice from Apple, upon publication by VESA of a standard complying with the Mini DisplayPort Connector Dimensions;
- D. Immediately, without notice from Apple, in the event of the circumstances described below in subsection 11 (G) entitled "Severability"; and
- E. Automatically, without notice from Apple, if You, at any time during the term of this Evaluation License, commence an action for patent infringement against Apple.

Upon termination, You agree to immediately (i) stop any further use or reproduction of the Mini DisplayPort Connector Dimensions;(ii) stop any further development of Error Corrections; and (iii) destroy all copies of the Mini DisplayPort Connector Dimensions and Error Corrections that are in your possession or control. Provisions which, by their nature, should remain in effect beyond the termination of this Evaluation License shall survive, including but not limited to the last two paragraphs of the Section entitled "Permitted Uses, Conditions & Restrictions" and the Sections entitled "Ownership of Error Corrections", "No Warranty or Support", "Limitation of Liability", "Termination" and "Miscellaneous". No party will be liable to any other for compensation, indemnity or damages of any sort solely as a result of terminating this Evaluation License will be without prejudice to any other right or remedy Apple may have now or in the future.

#### 11. Miscellaneous

- A. Government End Users. The Mini DisplayPort Connector Dimensions is a "commercial item" as defined in FAR 2.101. Government software and technical data rights in the Mini DisplayPort Connector Dimensions include only those rights customarily provided to the public as defined in this Evaluation License. This customary commercial license in technical data and software is provided in accordance with FAR 12.211 (Technical Data) and 12.212 (Computer Software) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items) and 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Accordingly, all U.S. Government End Users acquire Mini DisplayPort Connector Dimensions with only those rights set forth herein.
- B. *Export*. You may not export or re-export the Mini DisplayPort Connector Dimensions except as authorized by United States law and the laws of the jurisdiction in which You obtained the Mini DisplayPort Connector Dimensions, and any other applicable laws and regulations. In particular, You agree that you will not export or re-export the Mini DisplayPort Connector Dimensions into (or to a national or resident of) any country embargoed by

- the United States or to any on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.
- C. Relationship of Parties. This Evaluation License will not be construed as creating an agency, partnership, joint venture or any other form of legal association between or among You, Apple or any Contributor, and You will not represent to the contrary, whether expressly, by implication, appearance or otherwise. This Evaluation License is not for the benefit of any third parties.
- D. Assignment. This Evaluation License may not be assigned by operation of law, merger or any other means without Apple's prior written consent and any attempted assignment without such consent will be null and void.
- E. *Independent Development*. Nothing in this Evaluation License will impair Apple's right to acquire, license, develop, have others develop for it, market and/or distribute technology or products that perform the same or similar functions as, or otherwise compete with technology or products that You may develop, produce, market or distribute.
- F. Waiver and Construction. Failure by Apple or any Contributor to enforce any provision of this Evaluation License will not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Evaluation License.
- G. Severability. If for any reason a court of competent jurisdiction finds any provision of this Evaluation License, or portion thereof, to be unenforceable, that provision of the Evaluation License will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Evaluation License will continue in full force and effect. Notwithstanding the foregoing, if applicable law prohibits or restricts You from fully and/or specifically complying with the Section of this Evaluation License entitled "Permitted Uses, Conditions & Restrictions" or prevents the enforceability of that Section, this Evaluation License will immediately terminate and You must immediately discontinue any use of the Mini DisplayPort Connector Dimensions and Error Corrections and destroy all copies that are in your possession or control.
- H. *Dispute Resolution*. Any litigation or other dispute resolution between You and Apple relating to this Evaluation License shall take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this Evaluation License. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

I. Entire Agreement; Governing Law. This Evaluation License constitutes the entire agreement between the parties with respect to the subject matter hereof. This Evaluation License shall be governed by the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Any litigation or other dispute resolution concerning this Evaluation License will take place in the Northern District of California and You hereby consent to the personal jurisdiction of and venue in the state and federal courts within that District.

If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Evaluation License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

## Exhibit A

#### **Definitions**

Whenever capitalized in the Evaluation License, the following terms will be defined as follows:

"Contributor" means any person or entity that creates or contributes to the creation of the Mini DisplayPort Connector Dimensions or an Error Correction.

"DisplayPort" means the DisplayPort 1.1a specification or later revision thereof, published by the Video Equipment Standards Association (VESA) and not licensed by this Evaluation License.

"Error Correction" means any modification to the Mini DisplayPort Connector Dimensions that corrects or works around, or is intended to correct or work around, a reproducible defect in the Mini DisplayPort Connector Dimensions.

"Evaluation License" means this Mini DisplayPort Connector Evaluation License, including all Exhibits attached to it.

"Evaluation Period" means ninety (90) days from Your acceptance of the terms of this Evaluation License and download of the Mini DisplayPort Connector Dimensions.

"Internal Evaluation" means use of the Mini DisplayPort Connector Dimensions or an Error Correction by You, within your premises only, for the purpose of evaluating the Mini DisplayPort Connector Dimensions.

"Mini DisplayPort Connector Dimensions" means the pinout, the dimensions of the plug mating interface, receptacle mating interface and printed circuit board footprint, the contact sequence and the panel allowance as specified in the accompanying document "Apple Mini DisplayPort Connector Dimensions" that contains a notice that it is subject to the Apple Mini DisplayPort Connector Evaluation License.

"Personal Use" means use of the Apple Mini DisplayPort Connector Dimensions or Error Correction by an individual solely for his or her personal, private and non-commercial purposes. An individual's use of the Mini DisplayPort Connector Dimensions or Error Correction in his or her capacity as an officer, employee, member, independent contractor or agent of a corporation, business or organization (commercial or non-commercial) does not qualify as Personal Use.

"You" or "Your" means an individual or legal entity who accepts the terms and conditions of this Evaluation License and downloads the Apple Mini DisplayPort Connector Dimensions. For legal entities, "You" or "Your" includes any entity which controls, is controlled by, or is under common control with, You, where "control" means

(a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

## Exhibit B

## Required Notices

"Portions Copyright © 2008 Apple Inc. All Rights Reserved.

These drawings define the mating interface and printed circuit board footprint for the Apple Mini DisplayPort Connector and/or Error Corrections thereto which are subject to the Apple Mini DisplayPort Connector Evaluation License ("Evaluation License") or to the Apple Mini DisplayPort Connector Implementation License ("Implementation License"). You may not use these drawings except in compliance with the Evaluation License or the Implementation License

The Apple Mini DisplayPort Connector Dimensions and all Error Corrections are distributed on an 'AS IS' basis, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND APPLE HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT. Please see the Evaluation License for the specific language governing rights and limitations under the Evaluation License. Please see the Implementation License for the specific language governing rights and limitations under the Implementation License.