

Apple Mini DisplayPort Connector Implementation License Checklist

To obtain an Apple Mini DisplayPort Connector Implementation License:

- Print two copies of the attached Mini DisplayPort Connector Implementation License
- On each copy, type or print the information requested in the Section entitled "Licensee"
- Sign both copies of the Implementation License where indicated
- Make a photocopy of the completed Implementation License for your records
- Mail the two signed Implementation Licensee copies to:

Apple Inc - Software Licensing Department
12545 Riata Vista Circle
MS 198 3-SWL
Austin, TX 78727

Faxed agreements will not be accepted.

Apple will return one signed original Implementation License to you for your records. Your Implementation License will become effective when executed by Apple. If you have questions, please contact Apple Software Licensing at sw.license@apple.com or +1 512-674-2645.

Apple Mini DisplayPort Connector

Implementation License

Version 1.2

The dimensions of the mating interface and printed circuit board footprint and associated requirements for the Apple Mini DisplayPort Connector are specified in the accompanying document “Apple Mini DisplayPort Connector Dimensions” that contains a notice that it is subject to the Apple Mini DisplayPort Connector Implementation License. If, after evaluating these specifications, you would like to obtain a license to develop or distribute plugs and/or receptacles conforming to these specifications, please print this Mini DisplayPort Connector Implementation License (“Implementation License”), complete the checklist at the head of the document and mail two original signed Implementation Licenses and the completed checklist to Apple Software Licensing at the address listed in the checklist.

Your license will become effective when executed by Apple. You are not authorized to develop or distribute any plug or receptacle conforming to the specifications shown in the Apple Mini DisplayPort Connector Dimensions until you receive an Implementation License (“Implementation License”) signed by Apple.

If you have questions, please contact Apple Software Licensing at sw.license@apple.com or +1 512-674-2645.

Licensee

Your Company Name: _____

Individual Contact: _____

Your Street Address: _____

City: _____ State: _____

Zip Code: _____ Country: _____

Your Telephone Number: _____ Your Fax Number: _____

Your E-Mail Address: _____ Your Website: _____

Agreement

1. Definitions

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

2. Permitted Uses, Conditions & Restrictions

A. Subject to the terms and conditions of this Implementation License, Apple hereby grants You, effective on the date this Implementation License was executed by Apple, a world-wide, royalty-free, non-exclusive, personal, non-transferable license under Apple's copyrights and Necessary Claims, with no rights to sublicense, the following rights:

- (i) To use and reproduce the Mini DisplayPort Connector Dimensions internally, and only for the purpose of developing Enabled Products and Error Correction;
- (ii) To make, distribute, import, offer to sell and sell Enabled Products; and
- (iii) To develop any Error Correction to the Mini DisplayPort Connector Dimensions.

The foregoing license shall not extend to features of Enabled Products for which a feasible alternative to infringing a given claim exists. You hereby accept the licenses granted by Apple.

B. For avoidance of doubt, the foregoing licenses shall not include a license under Apple's Necessary Claims for any portion or function of an Enabled Product not required for interoperability with another Enabled Product.

C. You must retain and reproduce in all copies of the Mini DisplayPort Connector Dimensions and any Error Correction the copyright and other proprietary notices and disclaimers of Apple as they appear in the Mini DisplayPort Connector Dimensions, and keep intact all notices in the Mini DisplayPort Connector Dimensions that refer to this Implementation License. You must also duplicate, to the extent it does not already exist, the notice in Exhibit B in any Error Correction created by You, and cause the modified drawings to carry prominent notices stating that You changed the drawings and the date of any change.

D. You agree to provide any Error Correction you develop to Apple by email to minidisisplayport_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 Correction, in any form, through multiple tiers of distribution.

- E. You expressly acknowledge and agree that although Apple and each Contributor grant 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 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 patents 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, any claims that the combination of Enabled Products and any software, apparatus, assembly or data not supplied by Apple infringes any patent, copyright, trade secret or other intellectual property right, and any claims based on injury to person or property.

3. Limited Essential Patent License

Except as granted in Section 2 of this Agreement, this Implementation License does not grant a license, expressly or by implication, estoppel, exhaustion or otherwise, under any other 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.

4. No Trademark License

This Implementation 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.

5. Ownership of Error Corrections

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

6. Additional Terms

You may choose to offer, and to charge a fee for, warranty, support, indemnity or liability obligations and/or other rights consistent with the scope of the license granted herein (“Additional Terms”) to one or more recipients of an Enabled Product. However, You may do so only on Your own behalf and as Your sole responsibility, and not on behalf of Apple or any Contributor. You hereby agree to indemnify, defend and hold Apple and every Contributor harmless from any liability incurred by or claims asserted against Apple or such Contributor by reason of any such Additional Terms.

7. No Warranty Or Support

The Mini DisplayPort Connector Dimensions may contain in whole or in part pre-release, 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 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 7 AND 8) AND ALL CONTRIBUTORS EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, 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 NONINFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER APPLE NOR ANY CONTRIBUTOR WARRANTS AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE MINI DISPLAYPORT CONNECTOR DIMENSIONS THAT THE FUNCTIONS CONTAINED IN THE MINI DISPLAYPORT CONNECTOR DIMENSIONS WILL MEET YOUR REQUIREMENTS THAT THE OPERATION OF THE MINI DISPLAYPORT CONNECTOR DIMENSIONS WILL BE

UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE MINI DISPLAYPORT CONNECTOR DIMENSIONS WILL BE CORRECTED, OR THAT THIS IMPLEMENTATION LICENSE CONTAINS ALL RIGHTS NECESSARY TO IMPLEMENT THE MINI DISPLAYPORT CONNECTOR DIMENSIONS, OR ANY VESA STANDARD. 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 are not intended for use in the operation of nuclear facilities, aircraft navigation, air traffic control machines, or any other use in which case the failure of the Mini DisplayPort Connector Dimensions 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.

8. 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 IMPLEMENTATION LICENSE OR YOUR USE OR INABILITY TO USE THE MINI DISPLAYPORT CONNECTOR DIMENSIONS 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 Implementation License exceed the amount of fifty dollars (\$50.00).

9. Term and Termination

- A. This Implementation License will become effective on the date signed by Apple and, unless terminated pursuant to this Section 9, is perpetual.
- B. This Implementation License and the rights granted hereunder will terminate immediately and automatically, without notice from Apple, if:

- (i) if You fail to comply with any term(s) of this Implementation License and fail to cure such breach within 30 days of becoming aware of or receiving notice of such breach;
 - (ii). in the event of the circumstances described in the subsection entitled “Severability”, below; or
 - (iii) if You, at any time during the term of this Implementation License, commence an action for patent infringement against Apple.
- C. Upon termination or expiration, You agree to immediately cease any further exercise of the license rights set forth in Section 2(A) above, and to destroy all copies of the Mini DisplayPort Connector Dimensions in your possession or control. Provisions which, by their nature, should remain in effect beyond the termination of this Implementation License shall survive, including but not limited to the last three paragraphs of Section entitled “Permitted Uses, Conditions and Restrictions” and the Sections entitled “Ownership of Error Corrections”, “No Warranty or Support”, “Limitation of Liability”, “Term and Termination” and “Miscellaneous”. Apple will not be liable for compensation, indemnity or damages of any sort solely as a result of terminating this Implementation License in accordance with its terms, and termination of this Implementation License will be without prejudice to any other right or remedy Apple may have, now or in the future.

10. 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 Implementation License. This customary commercial license in technical data is provided in accordance with FAR 12.211 (Technical Data) and, for Department of Defense purchases, DFAR 252.227-7015 (Technical Data -- Commercial Items). 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, re-export, import, sell or transfer the Mini DisplayPort Connector Dimensions except as authorized by United States law, 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 anyone 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 and Third Party Beneficiaries.*** This Implementation 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 Implementation License is not for the benefit of any third parties.
- D. *Assignment.*** This Implementation 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 Implementation 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, any Error Correction, Enabled Products or any other 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 Implementation 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 shall be construed against the drafter will not apply to this Implementation License.
- G. *Severability.*** If for any reason a court of competent jurisdiction finds any provision of this Implementation License, or portion thereof, to be unenforceable, that provision of the Implementation 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 Implementation 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 Implementation License entitled "Permitted Uses, Conditions & Restrictions" or prevents the enforceability of that Section, this Implementation License will immediately terminate and You must immediately discontinue any use of the Mini DisplayPort Connector Dimensions and Error Correction and destroy all copies that are in your possession or control.

H. Dispute Resolution. Any litigation or other dispute resolution between You and Apple arising out of or relating to this Implementation License, the Mini DisplayPort Connector Dimensions or Your relationship with Apple shall take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of, and exclusive venue in, the state and federal courts within that District with respect any such litigation or dispute resolution. This Implementation License shall be governed by and construed and enforced under the laws of the United States and the State of California, except that body of California law concerning conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

I. Entire Agreement; Modifications. This Implementation License constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. It may be modified only by a written amendment signed by both parties or by Apple as expressly permitted herein.

If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Implementation 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.

IN WITNESS WHEREOF, the parties have executed this Implementation License through their duly authorized representatives.

Apple Inc.

Licensee:

Signed:

Signed: :

Name:

Name:

Title:

Title:

Date:

Date:

Exhibit A

Definitions

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

“Contributor” means any person or entity not a party to this Implementation License 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 Implementation License.

“Enabled Product” means any plug or receptacle or enabling component that (1) is created by You for the purpose of transmission of the DisplayPort protocol, and (2) conforms to the applicable parts of the Mini DisplayPort Connector Dimensions, or conforms to an Error Correction distributed by Apple.

“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.

“Implementation License” means this Mini DisplayPort Connector Implementation License, including all Exhibits attached to it.

“Mini DisplayPort Connector” means a plug or receptacle that conforms to 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 Implementation License.

“Necessary Claims” means claims of an issued patent or pending patent application that are owned or controlled and licensable by Apple and that would be necessarily infringed by implementing Mini DisplayPort Connector Dimensions. A patent claim is "necessarily infringed" if there is no commercially feasible non-infringing alternative for implementing the Mini DisplayPort Connector Dimensions. Necessary Claims do not include any claims (a) other than those set forth above even if contained in the same

patent or patent application as Necessary Claims; or (b) that read solely on any implementation of Mini DisplayPort Connector Dimensions that are not for the purpose of implementing an Enabled Product; or (c) that may be infringed by implementing Mini DisplayPort Connector Dimensions that are specifically designated as "not licensed" or "optional," including examples that are required for conformance with any such "not licensed" portions.

“You” or **“Your”** means the individual or legal entity named in the first Section of this Implementation License. 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 Correction 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 Correction 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.”