

## Easy 1-2-3 Setup for Proper Installation For Macintosh

### 1 Insert the Install CD into your CD-ROM drive

To install new drivers, the Maxtor OneTouch™ feature, and Retrospect Express software:

1. Insert the Install CD.



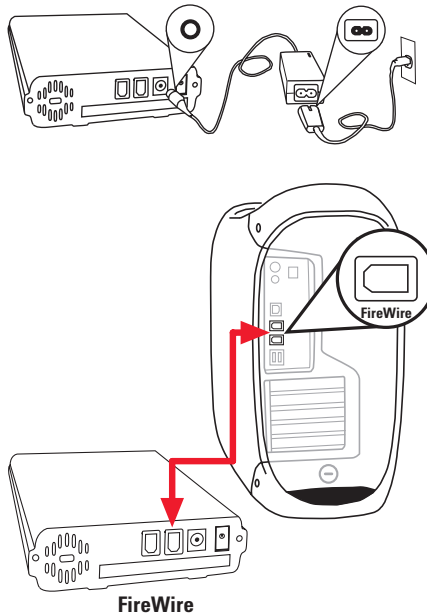
2. Open the Install CD and open the folder for your language.
3. Double-click the Install Retrospect Express icon. For details, refer to Chapter 2 in the Maxtor OneTouch User's Guide.
4. After completing installation, eject the CD by dragging it to the trash.

**Installation without Retrospect Express™**  
If you wish to install your drive without Retrospect Express, you can go directly to Step 2 and connect the drive to your computer.

**Note:** The Maxtor OneTouch feature will not work unless you install Retrospect.

### 2 Connect the drive to your computer

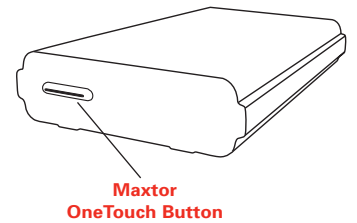
Plug in the power adapter, turn on the power switch and plug in the FireWire cable. For details, refer to the Connecting the Drive section in Chapter 2 of the User's Guide.



© 2003 Maxtor Corporation.

### 3 Set up the OneTouch feature

Push the button and follow the on-screen instructions to configure this feature. For details, refer to the Setting Up the Maxtor OneTouch Feature in Chapter 2 of the User's Guide.



#### Important Energy Saver Information!

To minimize the power consumption of your drive while your computer is on, you can take advantage of the power management feature supported with the Energy Saver control panel on your Macintosh. To set the period of time of inactivity, please refer to Using the Maxtor OneTouch Utility in Chapter 3 of the User's Guide for instructions.

# Software License Agreement Maxtor OneTouch™ Software

## IMPORTANT – READ CAREFULLY BEFORE OPENING SOFTWARE ENVELOPE

The following Software License Agreement (“License”) for one licensed copy of the Maxtor OneTouch Software (the “Software”) applies to you. This is a legal agreement between you (“You”) and Maxtor Corporation (“Maxtor”). Use of this Software is subject to the terms and conditions of this License.

You should read all of the terms of this License carefully. BY OPENING THE SEALED PACKAGE AND/OR BY USING THE SOFTWARE YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. If you do not agree to be bound by all the terms of this License, Maxtor is unwilling to grant you any rights to use the Software, and you ARE NOT PERMITTED to install OR USE the Software. If you do not agree to the terms of this License, promptly return the Software, together with the unused Maxtor OneTouch disk drive product (“Maxtor OneTouch Disk Drive”) packaged with the Software, in their original sealed packaging, to the place you acquired the Software for a full refund. Notwithstanding the foregoing, installing or otherwise using the Software indicates your acceptance of the terms of this License.

- 1. License.** The Software is licensed pursuant to the terms of this License and not sold. Maxtor grants to you a personal, nonexclusive license to Use the Software only on a computer that is directly or indirectly coupled to, and only for operation in conjunction with, one or more Maxtor OneTouch Disk Drives. “Use” means storing, loading, installing, executing or displaying the Software. You may not modify the Software or disable any licensing or control features of the Software. You are obtaining no rights in the Software except those given in this limited license.
- 2. Ownership.** The Software, together with all intellectual property rights embodied therein, is owned by Maxtor and/or its third party suppliers and the Software is protected by United States copyright laws and international treaties. Your license confers no title or ownership in the Software. Maxtor’s third party suppliers may protect their rights in the event of any violation of this License.
- 3. Copies.** You may make one copy of the Software for backup or archival purposes, or when copying is an essential step in the authorized Use of the Software. You must reproduce all copyright notices in the original Software on all copies. You may not copy the Software onto any bulletin board or similar system, nor can you copy the user documentation provided with the Software except for your own authorized use.
- 4. Restrictions on Use.** The Software contains copyrighted material, trade secrets, and other proprietary material of Maxtor and its suppliers. You are not permitted to, nor are you permitted to cause or permit others to: (i) modify, adapt, alter, translate, decompile, disassemble or otherwise reverse engineer the Software or reduce the Software to human-readable form by any means whatsoever; (ii) remove any identification, copyright or other notices from the Software; (iii) create a derivative work of any part of the Software; or (iv) rent, lease, loan or distribute the Software in whole or in part. In addition to the restrictions set forth above, you are expressly not permitted to Use the Software for use in conjunction with the operation of nuclear facilities, aircraft navigation, aircraft communication, aircraft flight control, aircraft air traffic control systems, weapons devices or systems, or in any devices or systems in which a malfunction (including, without limitation, software related delay or failure) would result in foreseeable risk of injury or death to the operator of the device or system, or to others. If EC law is applicable, the restrictions in Section 4(i) are limited so that they prohibit such activity only to the maximum extent such activity may be prohibited without violating the EC Directive on the Legal Protection of Computer Programs. Notwithstanding the foregoing, prior to any such legally excused decompiling, disassembly or reverse engineering of the Software, you must first issue a written request to Maxtor for information or assistance and you shall refrain from decompiling, disassembly, or otherwise reverse engineering any of the Software unless Maxtor cannot, or fails, to comply with such request within a commercially reasonable period of time.
- 5. Transfer.** Your license will automatically terminate upon any transfer of the Software. Upon transfer, you must cease all use and deliver the Software, including any copies and related documentation, to the transferee. The transferee must accept and be bound by this License as a condition of the transfer.
- 6. Third Party Software.** The media containing the Software includes third software products (“Third Party Software”) which require that you enter into a separate license agreement with the publisher of such software in conjunction with your original installation. You understand that your use of the Third Party Software is governed by the terms of that end user license agreement and not by this License, and you agree to abide by that third party license agreement.
- 7. Termination.** Maxtor may terminate your license upon notice of failure to comply with any of the terms of this License. Upon termination, you must immediately destroy the Software, together with all copies thereof. The disclaimers in Sections 8 and 9 and the provisions of Sections 6, 10, 11 and 12 shall survive any termination.
- 8. Limited Warranty.** Maxtor warrants for a period of ninety (90) days after the date of delivery of the Software to you that the media on which the Software is distributed will be free from damage or physical defects at the time of first distribution to you. If the damaged or defective media is returned to Maxtor (postage prepaid) within ninety (90) days from the date of delivery of the Software to you, then Maxtor will provide you with a replacement copy at no cost. Your sole and exclusive remedy in the event of breach of this warranty will be that Maxtor will, at its option, replace any defective media returned to Maxtor within the warranty period or refund the money you paid attributable to the Software. Except for the foregoing, Maxtor is licensing the Software to you “as is.” Neither Maxtor nor its suppliers warrant that the Software will meet your requirements or that the operation of the Software will be uninterrupted or that the Software will be error-free or virus-free. EXCEPT FOR THE FOREGOING LIMITED WARRANTY, MAXTOR MAKES NO WARRANTY, CONDITION OR OTHER CONTRACTUAL TERM WHATSOEVER WITH RESPECT TO THE SOFTWARE AND HEREBY DISCLAIMS TO THE MAXIMUM PERMITTED BY LAW ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not be applicable to you. This limited warranty provides specific legal rights. Other rights may vary from jurisdiction to jurisdiction.
- 9. Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW OR FOR BODILY INJURY CAUSED BY THE NEGLIGENCE OF MAXTOR, IN NO EVENT SHALL MAXTOR OR ITS SUBSIDIARIES, AFFILIATES OR SUPPLIERS, BE LIABLE OR OBLIGATED IN ANY MANNER WITH RESPECT TO THE SUBJECT MATTER OF THIS LICENSE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, LOSS OF PROFITS OR DOWNTIME COSTS) ARISING OUT OF THE USE OF, INABILITY TO USE, OR THE RESULTS OF USE OF, THE SOFTWARE, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF MAXTOR OR ITS SUPPLIERS FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED THE AMOUNT PAID BY YOU FOR THE SPECIFIC MAXTOR PRODUCT TO WHICH THE LIABILITY IS RELATED. THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY DAMAGES INTENTIONALLY CAUSED BY MAXTOR IF NOT ALLOWED BY EU OR EU MEMBER STATE LAW. You acknowledge and confirm that the commercial and economic terms upon which Maxtor agrees to license the Software have been conditioned to a substantial extent by the ability of Maxtor to make and enjoy the full protection of the disclaimer and limitation of liability set forth in this License and you agree, represent and confirm that the contents of such sections are fair and reasonable. Some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, so the above limitation may not apply to you.
- 10. Export Restrictions.** You agree and certify that neither the Software nor any technical data received from Maxtor, nor the direct product thereof, will be exported outside the United States except as authorized and as permitted by the laws and regulations of the United States. If the Software has been rightfully obtained by you outside the United States, you agree that you will not re-export the Software nor any other technical data received from Maxtor, nor the direct product thereof, except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software. You agree to comply fully with all laws and regulations of the United States and other countries to assure that neither the Software, nor any direct products thereof are: exported, directly or indirectly, in violation of any applicable export control laws or used for any purpose prohibited by such export control laws, including, without limitation, nuclear, chemical or biological weapons proliferation. None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Yugoslavia, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; (ii) or to anyone on the U.S. Treasury Department’s Table of Denial Orders. By using the Software, you represent and warrant that you are not located in, under the control of, or a national resident of any such country or on any such list.
- 11. Government Restricted Rights.** The Software is provided with RESTRICTED RIGHTS. The Software is a commercial software product, licensed on the open market, and was developed entirely at private expense and without government funds. Any use, modification, reproduction, release, performance, display, or disclosure of the Software by any government entity shall be governed solely by the terms of this License and shall be prohibited except to the extent expressly provided under this License. No license to the Software is granted to any government entity requiring different terms. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 CFR 52.227-19, as applicable. Manufacturer is Maxtor Corporation, 500 McCarthy Blvd., Milpitas, CA 95035.
- 12. General.** This License will be governed by the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents, without regard to principles of conflicts of laws. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. This License shall be interpreted exclusively in accordance with the English language meaning of its terms. This License may only be modified by a written document which has been signed by both you and Maxtor. Should any provisions of this License be declared invalid by any court of competent jurisdiction, the balance of the License will remain in full force and effect. This is the entire agreement between you and Maxtor, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this License.