

1. Does “jailbreaking” violate a license agreement between Apple and the purchaser of an iPhone? If so, please explain what provision it violates and whether “jailbreaking” constitutes copyright infringement?
2. Does the iPhone licensing agreement distinguish between the ownership of the “computer program” and the ownership of the particular copy of the program that exists on the iPhone.
3. Does any licensing agreement specifically place terms on “the copy” of the computer program, or do the license terms relate to the computer program generally?
4. May the purchaser of an iPhone transfer ownership or dispose of the iPhone and all of the software originally included with the iPhone?
5. In testimony, the Electronic Frontier Foundation stated that the iPhone warranty would not apply to an unauthorized modification on an iPhone. Would other services or functionality be affected by “jailbreaking” an iPhone, e.g., would AT&T phone, data, or GPS functionality be affected? Would AT&T be required to provide service to an iPhone modified by the user?