PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE PRESSING THE "AGREE" BUTTON BELOW. BY PRESSING "AGREE," 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 PRESS "AGREE."

- 1. License. The Client Software, Client Documentation and any fonts accompanying this License whether on disk, in read only memory, or on any other media (collectively, the "Client Software") are licensed, not sold, to you by Apple Computer, Inc. or its local subsidiary, if any ("Apple"). The Client Software in this package and any copies which this License authorizes you to make are subject to this License.
- Permitted Uses and Restrictions. This License allows you to install and copy the Client Software for use on an unlimited number of computers in connection with the network services specified in your Client Documentation. You must reproduce on all copies of the Client Software the Apple copyright notices and any other proprietary legends that were on the original copy of the Client Software. You may not, except as permitted by applicable law, decompile, reverse engineer, disassemble, modify, rent, lease, loan or create derivative works from the Client Software. You may, however, transfer your rights under this License provided you transfer the Client documentation, this License and a copy of the Client Software to a party who agrees to accept the terms of this License and provided that you destroy any other copies of the Client Software in your possession. Your rights under this License will terminate automatically without notice from Apple if you fail to comply with any term(s) of this License.
- 3. Limited Warranty on Media (if applicable). Apple warrants the diskettes and/or compact disc on which the Client Software are recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase as evidenced by a copy of the receipt. Apple's entire liability and your exclusive remedy will be replacement of the diskettes and/or compact disc not meeting Apple's limited warranty and which is returned to Apple or an Apple authorized representative with a copy of the receipt. Apple will have no responsibility to replace a diskette/disc damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES AND/OR CONDITIONS ON THE DISKETTES AND/OR COMPACT DISC, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.
- 4. Disclaimer of Warranty on Client Software. You expressly acknowledge and agree that use of the Client Software is at your sole risk. The Client Software is provided "AS IS" and without warranty of any kind and Apple and Apple's Licensor(s) (for the purposes of provisions 4 and 5,

Apple and Apple's Licensor(s) shall be collectively referred to as "Apple") EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CLIENT SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE CLIENT SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE CLIENT SOFTWARE AND THE FONTS WILL BE CORRECTED. FURTHERMORE, APPLE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CLIENT SOFTWARE AND FONTS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE CLIENT SOFTWARE PROVE DEFECTIVE, YOU (AND NOT APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY IN PARAGRAPH 3 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING APPLE PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE.

- 5. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION 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 exceed the amount paid for this License to the Client Software.
- 6. Export Law Assurances. You may not use or otherwise export or reexport the Apple Software except as authorized by United States law and the laws of the jurisdiction in which the Apple Software was obtained. In particular, but without limitation, the Apple Software may not be exported or reexported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) 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. By using the Apple Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.
- 7. Government End Users. If the Apple Software is supplied to the United States Government, the Apple Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Apple Software are as provided in clause 52.227-19 of the FAR.

- 8. Controlling Law and Severability. If there is a local subsidiary of Apple in the country in which the License to the Client Software was purchased, then the local law in which the subsidiary sits shall govern this license. Otherwise, this License shall be governed by the laws of the United States and the State of California. 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.
- 9. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Client Software 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.

APPLE COMPUTER, INC.
INTERNATIONAL SALES SUBSIDIARY LIST

COUNTRY SUBSIDIARY

Canada

Apple Canada Inc.

South Africa

Apple Computer (Proprietary) Limited

United Kingdom

Apple Computer (UK) Limited

Sweden, Norway, Denmark

Apple Computer AB

Switzerland

Apple Computer AG (SA) (Ltd.)

Taiwan

Apple Computer Asia, Inc.

Netherlands, Belgium

Apple Computer Benelux B.V.

**Brazil** 

Apple Computer Brasil Ltda.

Spain

Apple Computer Espana, S.A.

France

Apple Computer France S.A.R.L.

Austria

Apple Computer Gesellschaft m.b.H.

Germany

Apple Computer GmbH

Hong Kong

Apple Computer International Ltd

Ireland

Apple Computer (UK) Limited

Mexico

Apple Computer Mexico, S.A. de C.V.

Italy Singapore

Apple Computer South Asia Pte Ltd

Japan EA0020

Apple Computer S.p.A.

Apple Japan, Inc.