

**APPLE INC.**

**APPLE DEVELOPER CONNECTION  
TERMS AND CONDITIONS**

- 1. Relationship With Apple Inc. (“Apple”).** You understand and agree that none of Apple’s Developer Connection (ADC) programs creates a legal partnership or agency relationship between you and Apple. Neither you nor Apple is a partner, an agent or has any authority to bind the other. You agree not to represent otherwise.
- 2. Use Of Apple Trademarks, Logos, etc.** You agree to follow Apple’s Guidelines For Using Apple Trademarks and Copyrights as published on Apple’s website at [www.apple.com/legal/guidelinesfor3rdparties.html](http://www.apple.com/legal/guidelinesfor3rdparties.html) and as may be modified from time to time. You agree not to use the marks “Apple,” the Apple Logo, and “Mac” or any other marks belonging or licensed to Apple in any way except as expressly authorized by Apple. You agree that all goodwill arising out of your authorized use of Apple’s marks shall inure to the benefit of and belong to Apple.
- 3. Transfer Of Membership Benefits And Materials.** Except as otherwise prohibited herein, the benefits and materials, including but not limited to seed keys, seed DVDs, technical support incidents, hardware discounts, and pre-release software (collectively “ADC Materials”), provided to you as an ADC program member may be transferred only to employees and contractors working for the same entity as you who have an existing ADC membership. You agree that you will not otherwise transfer, publish, copy, or disseminate such ADC Materials. Please refer to our “How To Transfer Assets” FAQ at [developer.apple.com/faq/transfer.html](http://developer.apple.com/faq/transfer.html) for more information on the authorized methods of transferring ADC Materials.
- 4. Apple ID And Password.** The Apple ID and password you use to log into your ADC account is for your use only. You agree that you will not share such information with anyone.
- 5. No Warranty.** You understand that all ADC Materials and any ADC Paid Content (defined below) provided to you by Apple are supplied “AS IS” AND WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THEIR PERFORMANCE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. To the extent that Apple makes available any products or product information, you understand that Apple is under no obligation to provide updates, enhancements, or corrections, or to notify you of any product changes that Apple may make, or to publicly announce or introduce the product(s) at any time in the future.
- 6. Confidential Information.** You agree that all information disclosed by Apple to you that relates to Apple’s products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, will be considered and referred to collectively as “Confidential Information.” Confidential Information, however, does not include: (a) information that Apple makes generally available to the public; (b) information that you can demonstrate to have had rightfully in your possession prior to disclosure to you by Apple; (c) information that is independently developed by you without the use of any Confidential Information; (d) information that you rightfully obtain from a third party who has been given the right to transfer or disclose it by Apple; or (e) any third party software and/or documentation provided by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation, for example, software governed by the GNU General Public License (“GPL”). You agree not to disclose, publish, or disseminate Confidential Information to anyone other than those employees and contractors working for the same entity as you who have an existing ADC membership and then only to the extent that such disclosure is not otherwise prohibited herein. You further agree to take reasonable

precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. You agree not to use Confidential Information otherwise for your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance.

**7. Apple Pre-Release Software.** You understand that Apple may make pre-release versions of Apple software available to you as an ADC member. If you receive pre-release Apple software, you agree to also be bound by the terms and conditions set forth in the attached Prototype License and Confidentiality Agreement. You certify that pre-release software will only be used for testing and development purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred (except as provided in Section 3 above). Further, you certify that you will not transfer or export any product, process or service that is the direct product of any Apple pre-release software and that final testing will be done with any finished product that will be released to the mass market.

**8. ADC Paid Content License.** As an ADC member you may have access to certain proprietary video recordings, audio recordings, presentations, documentation and other materials that Apple may make available to you as an ADC member from time to time for an additional fee ("ADC Paid Content"). All ADC Paid Content shall be considered the Confidential Information of Apple. Subject to these terms and conditions, Apple grants you a personal and nontransferable license to access and use the ADC Paid Content; provided that you may only download one (1) copy of the ADC Paid Content and such download must be completed within the time period specified by Apple for such download. Except as expressly permitted by Apple, you shall not modify, translate, reproduce, distribute, or create derivative works of the ADC Paid Content or any part thereof. You shall not rent, lease, lend, sublicense, assign or otherwise transfer any rights in the ADC Paid Content. Apple and/or Apple's licensor(s) retain ownership of the ADC Paid Content itself and any copies or portions thereof. The ADC Paid Content is licensed, not sold, to you by Apple for use only under the ADC Terms and Conditions, and Apple reserves all rights not expressly granted to you. Your rights under this license will terminate automatically without notice from Apple if you fail to comply with any of the above terms and conditions. For avoidance of doubt, you may not share the ADC Paid Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they have an existing ADC membership.

**9. Third-Party Software & Information.** Third party software provided by Apple to you under the ADC program may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third party software. For example, GPL-licensed components provided to you by Apple are covered by the GPL and not by this Agreement. Mention of third parties and third party products in any materials, advertising, promotions or coupons provided to program members is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

**10. Export Control.** You may not use or otherwise export or re-export the Apple Software or Confidential Information received from Apple 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 and Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Apple Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without

limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**11. Terms.** You understand that Apple reserves the right to modify the terms, conditions, and policies of its developer programs at any time without notice, and to suspend and/or terminate your membership in any or all such programs at any time. No refund or partial refund of any ADC annual fee or any other ADC fees will be made for any reason. In addition, you will be receiving Apple communications from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to marketing materials, technical information, and updates and/or changes regarding your membership. By agreeing to these ADC Terms and Conditions, you hereby agree to receive such communications.

**12. Apple Independent Development.** You understand and agree that Apple may acquire, license, develop for itself or have others develop for it, and market and/or distribute similar hardware or software to that which you may develop. In the absence of a separate written agreement to the contrary, Apple will be free to use any information you provide to Apple for any purpose, subject to any applicable patents or copyrights.

**13. Hardware Purchase Terms And Conditions.** If your membership includes a Hardware Purchase Program benefit, or such benefit is transferred to you, you agree to be bound by the terms and conditions set forth in the attached Hardware Purchase Agreement in addition to the terms and conditions set forth herein.

**14. Technical Support Terms And Conditions.** If your membership includes a Developer Technical Support Services benefit, you purchase such benefit separately, or such benefit is transferred to you, you agree to be bound by the terms and conditions set forth in the attached Developer Technical Support Services Agreement in addition to the terms and conditions set forth herein.

**15. Disclaimer of Liability.** UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT IS LIMITED TO THE GREATER OF FIVE-HUNDRED DOLLARS (\$500.00) OR THE AMOUNT YOU PAID FOR YOUR ADC MEMBERSHIP.

**16. Governing Law.** This Agreement (including all attachments) will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any litigation arising out of this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

**17. Survival.** Sections 1, 5, 6, 7, 8, 9, 10, 11, 12 and 15 through 20 shall survive any termination or expiration of this Agreement.

**18. Agreement in English.** The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

**19. No Waiver or Assignment.** No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void.

**20. Complete Agreement.** This Agreement (including all attachments) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement or the attachments will be binding upon Apple unless made in writing and signed by an authorized representative of Apple.

**PROTOTYPE LICENSE AND CONFIDENTIALITY AGREEMENT  
TERMS AND CONDITIONS**

**1. Applicable Terms & Conditions.** Your use of pre-release Apple software and related documentation and information (collectively the “Prototype”) is subject to the terms and conditions set forth in this Prototype License and Confidentiality Agreement (“PLCA”). If the Prototype is accompanied by a separate license agreement, you agree that the license agreement accompanying the Prototype in addition to sections 2, 3, and 4 of this PLCA shall govern your use of the Prototype. Any inconsistencies between the provisions of the license agreement accompanying the Prototype and Sections 2, 3, and 4 of this PLCA shall be governed by this PLCA.

**2. Prototype License Grant.** Subject to your compliance with the terms and conditions of this PLCA, Apple hereby grants you a nonexclusive, nontransferable right and license to use the Prototype only for the limited purposes set forth in this Section 2. You agree not to use the Prototype for any purpose other than: (a) the testing of the Prototype, and (b) the development by you of a product designed to operate in combination with the same operating system for which the Prototype is designed, so long as you do not violate any of Apple’s intellectual property rights (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in developing such product. This PLCA does not grant you any right or license to incorporate or make use of any Apple intellectual property in any product. Except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

**3. Definition of Confidential Information.** You agree that the Prototype and any information concerning the Prototype, including its nature and existence, will be considered and referred to collectively in this PLCA as “Confidential Information.” Confidential Information, however, does not include: (a) information that Apple makes generally available to the public; (b) information that you can demonstrate to have had rightfully in your possession prior to disclosure to you by Apple; (c) information that is independently developed by you without the use of any Confidential Information; (d) information that you rightfully obtain from a third party who has been given the right to transfer or disclose it by Apple; or (e) any third party software and/or documentation provided by Apple to you that is accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation, for example, software governed by the GNU General Public License (“GPL”). All Confidential Information remains the sole property of Apple. Except as expressly set forth in Section 2 of this PLCA, no other rights or licenses to such Confidential Information are granted or to be implied.

**4. Nonuse and Nondisclosure of Confidential Information.** You agree not to disclose, publish, or disseminate Confidential Information to anyone other than employees and contractors working for the same entity as you who have an existing ADC membership. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. You agree to accept Confidential Information for the sole purpose of effecting the permitted uses as set forth in Section 2 of this PLCA. You agree not to use Confidential Information otherwise for your own or any third party’s benefit without the prior written approval of an authorized representative of Apple in each instance. You also agree not to decompile, reverse engineer, disassemble or otherwise reduce the Prototype to a human-perceivable form, and you will not modify, network, rent, lease, or loan the Prototype in whole or in part.

**5. Storage of the Prototype.** You agree that access to the Prototype will be restricted to only those authorized to access the Prototype under the terms of Section 4 of this PLCA. You further agree to maintain an accurate log of all those given access to the Prototype by you. You may make only as many copies of Prototype software and documentation as are reasonably necessary to effectuate the permitted

uses of the Prototype as listed in Section 2 of this PLCA. You must preserve any proprietary rights notices on the Prototype and must place all such notices on all copies made.

**6. Verification of Compliance.** You agree that authorized Apple representatives, with 24 hours advance notice, may inspect the location where the Prototype is stored, the Prototype and copies of other Confidential Information and your Prototype access log during your normal business hours in order to verify that you are complying with your obligations under this Agreement.

**7. No Warranty.** The Prototype may be designated as alpha, beta, development, pre-release, untested, or not fully tested. The Prototype 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 Prototype is at your sole risk. THE PROTOTYPE IS PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO ITS PERFORMANCE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. You acknowledge that Apple has not promised or guaranteed to you that the Prototype will be publicly announced or made available to anyone in the future, and that Apple has no express or implied obligation to you to announce or introduce the Prototype or any similar or compatible product, or to continue to offer or support the Prototype in the future. You also acknowledge that Apple has the right to add, remove, or otherwise change any feature or functionality of the Prototype at any time without notice to you.

**8. Equitable Relief.** You hereby acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to obtain immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies it may have.

**9. No Export.** You may not use or otherwise export or reexport the Apple Software or Confidential Information received from Apple 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 and Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Apple Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

**10. Term and Termination.** This PLCA will continue in effect until terminated in accordance with this Section and/or your ADC membership is terminated. You may terminate this PLCA or an individual seeding project at any time, for any reason, but only by returning to Apple: (a) the Prototype and all extant copies of other Confidential Information on any tangible medium, and (b) a written certification by you, or an authorized representative of yours, that all tangible copies of the Prototype and any other Confidential Information have been returned to Apple or completely destroyed and that all electronic memories have been purged of all Confidential Information and the Prototype. Apple may terminate this PLCA or an individual seeding project at any time, with or without cause, immediately upon written notice to you, and may terminate this PLCA immediately for any breach of the confidentiality provisions set forth herein. Within 7 days of your receipt of Apple's termination notice, or earlier if requested by Apple, you will return the Prototype and all other Confidential Information as provided in this Section. All of your obligations under this PLCA will continue to bind you until you have fully complied with the foregoing requirements of this Section 10 concerning the return of Apple materials. Following termination of this PLCA or an individual seeding project for any reason, the provisions of Sections 1, 3, 4, and 7 through 16 of this PLCA shall continue to bind the parties.

**11. Disclaimer of Liability.** UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS PLCA IS LIMITED TO THE AMOUNT YOU PAID FOR YOUR ADC MEMBERSHIP.

**12. No Waiver or Assignment.** No delay or failure to take action under this PLCA will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This PLCA will bind your successors but may not be assigned, in whole or part, by you without the prior written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void.

**13. Governing Law.** This PLCA will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any litigation arising out of this PLCA. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this PLCA shall continue in full force and effect.

**14. Government End Users.** If the Prototype is supplied to the United States Government, the Prototype is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Prototype are as provided in clause 52.227-19 of the FAR.

**15. Agreement in English.** The parties hereto confirm that they have requested that this PLCA 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.

**16. Complete Understanding.** This PLCA (including all licenses accompanying the Prototype) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this PLCA will be binding upon Apple unless made in writing and signed by an authorized representative of Apple.

## **HARDWARE PURCHASE AGREEMENT TERMS AND CONDITIONS**

As an Apple Developer Connection (ADC) Program Member, you agree to the following terms when you order through the ADC Hardware Purchase Program. If you do not agree to these terms, please do not order through the ADC Hardware Purchase Program.

1. Your ADC Membership may permit you to purchase a limited number of development systems at a discount. A system is equivalent to one (1) CPU with one (1) display; one (1) iMac; or one (1) portable. You may also purchase accessories (such as a monitor, adaptor, or iPod) with each development system. You are limited to one of each type of accessory per system purchased. Discounts will not be applied to accessories purchased separately. Please see the ADC Member Site for information on the number and type of discounts available under your membership.

2. Terms of sale and availability may vary by region. For regional web pages, available products, price lists, and terms of sale, please see <http://developer.apple.com/membership/hardware.html>. Prices, product offerings, and program terms are subject to change at Apple's discretion. Prices for particular product purchases are those in effect at the time of shipment. All products are accompanied by Apple's standard limited hardware warranty for those products.

3. Apple will apply the sales tax due at your shipping destination to all orders. If you are tax exempt, attach a copy of your exemption certificate to each order. Resale certificates cannot be accepted.

4. Title and risk of loss to all products will pass to you upon delivery. For products shipped pursuant to Apple's standard practices in all but the last week of any Apple fiscal quarter, Apple will replace products returned due to damage in transit or that are lost in transit. For products shipped pursuant to Apple's standard practices in the last week of any Apple fiscal quarter, Apple will not replace products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost products with you named as the loss payee. If you provide Apple with specific shipping instructions, Apple will use commercially reasonable efforts to ship according to your instructions but will not be liable for any failure to do so, and Apple shall have no obligation to you if the products being shipped are lost or damaged during transit. Shipping charges for orders that are shipped according to your instructions will be added to your invoice or, at Apple's option, Apple may ship collect.

5. Apple will endeavor to ship items within four to six weeks after accepting your order. Apple cannot, however, guarantee shipment within this period.

6. You may not resell or otherwise transfer any items purchased for a period of at least one year from the date of shipment. You may use products that you order under the ADC Hardware Purchase Program only for the purpose of maintaining your company's IT infrastructure, developing internal software for your Company, and developing software and/or hardware products that will be sold for use with Apple products.

7. Apple has a no-return policy on product purchases. You may contact your Regional Support Center to request a return, and, at Apple's sole discretion, you may be allowed to return the products subject to a fifteen percent (15%) restocking fee. Returns will not be accepted without prior authorization.

8. UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER



TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS HARDWARE PURCHASE AGREEMENT IS LIMITED TO THE AMOUNT YOU PAID FOR THE PRODUCT YOU PURCHASED.

9. This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any litigation arising out of this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

10. This Hardware Purchase Agreement constitutes the entire agreement between you and Apple with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter and any purchase made under this Agreement. Any other written or oral agreements between Apple and you, or modifications to this Agreement (including any terms of any purchase order or other document that you submit or the terms of the Order Form and Purchase Contract), shall be of no force or effect unless incorporated into this Agreement by a writing signed by Apple and you that specifically refers to this paragraph.

## **DEVELOPER TECHNICAL SUPPORT SERVICES TERMS AND CONDITIONS**

The following terms and conditions will apply to ADC Developer Technical Support Services (the “Services”):

1. All inquiries and responses shall be made via email in accordance with any instructions provided by Apple.
2. Although Apple will try to provide an initial response to a technical support inquiry within three business days, and will follow-up with additional responses as necessary, Apple makes no guarantees with respect to response time or resolution of the issue.
3. All information, software, or other materials provided by Apple are supplied “AS IS” AND WITHOUT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THEIR PERFORMANCE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. APPLE DOES NOT GUARANTEE RESULTS OR IDENTIFICATION OR CORRECTION OF PROBLEMS. APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, SOFTWARE, OR OTHER MATERIALS PROVIDED.
4. Any code that Apple provides as part of any technical support is licensed to you and shall be used by you only in accordance with the terms and conditions accompanying the code. Apple retains all rights in such code. You have no right to copy, decompile, reverse engineer, sublicense or otherwise distribute such code, except as may be expressly provided in the terms and conditions accompanying the code.
5. When requesting and receiving technical support, you will not provide Apple with any information, including that incorporated in your software, that is confidential to you or any third party. Any notice, legend, or label to the contrary contained in any materials provided by you to Apple shall be without effect. Apple shall be free to use all information it receives from you in any manner it deems appropriate.
6. Apple reserves the right to reject a request for service at any time and for any reason, in which event Apple may credit your membership for the rejected support request.
7. You shall be solely responsible for any restoration of lost or altered files, data or programs.
8. UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. APPLE’S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS DEVELOPER TECHNICAL SUPPORT SERVICES AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE TECHNICAL SUPPORT SERVICES.
9. This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other

forum in Santa Clara County, for any litigation arising out of this Agreement. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect.

10. This Developer Technical Support Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple.