

## ✓ QuickTime – Software Distribution Agreement Checklist

**COMPLETE THIS AGREEMENT ONLY IF YOU HAVE NOT PREVIOUSLY LICENSED SOFTWARE UNDER THE NEW QUICKTIME SOFTWARE DISTRIBUTION AGREEMENT.**

- ☐ You have enclosed two copies of the **QuickTime Software Distribution Agreement**.
- ☐ You have signed both copies of the **QuickTime Software Distribution Agreement**.
- ☐ You have completed page one of the **QuickTime Software Distribution Agreement**.
- ☐ You have completed Exhibit B of the **QuickTime Software Distribution Agreement** by providing: the title of your software product, which QuickTime version software you are licensing, and a description of your software product.
- ☐ If you reside outside the United States or Canada you are required to complete the **Letter of Assurance and the Product End Use Questionnaire**. The LOA/PEUQ pages can be found at the end of the document.
- ☐ You have made a photocopy of the completed agreement for your records.
- ☐ Please mail your agreement. **Faxed agreements will not be accepted.**

Please note: As a licensed developer, you are responsible for including the correct labeling on your product and in your manuals. Please read the labeling section in the license agreement. **FAILURE TO COMPLY WITH LABELING REQUIREMENTS COULD RESULT IN THE TERMINATION OF YOUR AGREEMENT!**

Apple Software Licensing  
E-mail: [sw.license@apple.com](mailto:sw.license@apple.com)  
512-919-2645

**QUICKTIME SOFTWARE DISTRIBUTION AGREEMENT**  
(Distribution with Software Products--Version Without "Get QuickTime Pro" Movie)

APPLE COMPUTER, INC.  
Software Licensing Department  
2420 Ridgpoint Drive  
MS 198 SWL  
Austin, TX 78754  
E-Mail Address:  
sw.license@apple.com

Licensee: \_\_\_\_\_

Individual to Contact: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Country: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Licensee's Site: \_\_\_\_\_  
(provide name and address of Licensee's Site,  
and name, URL and phone number of the Site's  
administrator)

**Agreement**

Apple Computer, Inc. ("Apple") and Licensee agree that the terms and conditions of this Agreement shall govern Licensee's use and distribution of the QuickTime Software, as defined below.

**1. Definitions**

- 1.1 "Customer Return" means each copy of a Licensee Program that Licensee accepts back from an End User or a distributor if Licensee has refunded the purchase price to the End User or distributor and has previously paid Apple a license fee for such copy.
- 1.2 "End-User" means an individual or entity that licenses Licensee Programs for his or its own personal or business purposes, and not for license to others.
- 1.3 "Licensee" means the licensee identified above.
- 1.4 "Licensee Programs" means the version(s) of the computer programs developed by or for Licensee that (a) are identified in Exhibit B to this Agreement and include any part of the QuickTime Software and (b) any minor updates or minor upgrades that are denoted by a change in version number to the right of the decimal point. In no event will "Licensee Programs" include any major update or major upgrade or any

upgrade or update that is denoted by a change in version number to the left of the decimal point.

- 1.5 "Licensee's Site" means any of the following:
  - a. Licensee's page/URL on the World Wide Web
  - b. Licensee's FTP site
  - c. Licensee's online service
- 1.6 "QuickTime Installer" means the installer containing the QuickTime Software as provided by Apple in the following compressed files: QT3B.IMG, QT3WB.ZIP and localized versions of such files provided by Apple.. Upon execution of this Agreement, Apple will provide information to Licensee regarding the FTP location of the directory containing these files.
- 1.7 "QuickTime Logo" means the QuickTime mark depicted at:  
<http://developer.apple.com/mkt/registering/swl/agreements.html#QuickTime>, which location Apple may change.
- 1.8 "QuickTime Logo Guidelines" means the Apple guidelines for using the QuickTime Logo set forth at:  
<http://developer.apple.com/mkt/registering/swl/agreements.html#QuickTime>, which location Apple may change.
- 1.9 "QuickTime Software" means Apple's QuickTime 3.01 software for Mac OS and Windows and Apple's QuickTime for Windows version 2.1.2 software, as more fully described in Exhibit A to this Agreement, and any subsequent version(s) of such software that Apple notifies Licensee in writing will be covered by this Agreement.

## **2. License**

- 2.1 **Grant of License.** Apple grants to Licensee a nonexclusive, nontransferable, worldwide, royalty-bearing license to (i) copy and/or have copied for it the QuickTime Software for the sole purpose of incorporating the QuickTime Software into Licensee Programs and (ii) distribute the QuickTime Software to End-Users, directly or through distributors, in object code form only and only as incorporated into Licensee Programs. This license grant is expressly conditioned upon Licensee's compliance with the following requirements:
  - (a) Each Licensee Program must be configured to require End Users to install the QuickTime Software using the QuickTime Installer before they are able to use the Licensee Program.
  - (b) End-Users must be required to click on the acceptance button in the End-User Software License Agreement which appears upon installation using the QuickTime Installer before they may access the Licensee Program.
  - (c) Licensee may not in any way interfere with the operation of the QuickTime Installer, change the default file associations in the Windows registry, or remove any of the files installed by the QuickTime Installer..
  - (d) If Licensee Program includes QuickTime for Windows version 2.1.2, Licensee Program must also install QuickTime 3.01 for Windows, except when Licensee Program is installed on systems that operate under version 3.1 of the Windows operating system or on systems that already have QuickTime

3.01 for Windows installed.

- 2.2 Apple's Ownership. Licensee acknowledges that the QuickTime Software is proprietary to Apple and that Apple retains all right, title, and interest in the QuickTime Software, including without limitation all copyrights and other proprietary rights. Licensee may not use, reproduce, sublicense, distribute or dispose of the QuickTime Software, in whole or in part, other than as permitted under this Agreement.
- 2.3 No Reverse Engineering. Licensee agrees not to reverse engineer, reverse compile, or otherwise disassemble the QuickTime Software.
- 2.4 Provision of Samples. Licensee agrees to provide Apple with two copies of each Licensee Program in the product packaging as received by the End User, including the distribution disk, for the purpose of monitoring Licensee's compliance with the terms of this Agreement and for regression testing for compatibility. Licensee will send the copies to: Apple Computer, Inc., Software Licensing Department, 2420 Ridgpoint Drive, MS 198 SWL, Austin, TX 78754. Licensee authorizes Apple to use the two sample copies provided to Apple to publicly demonstrate and promote the capabilities of the QuickTime Software and Licensee Programs. This authorization does not include the right to make additional copies of Licensee Programs.
- 2.5 New Versions of QuickTime Software. Apple may authorize Licensee by notice to distribute any updated or extended versions of the QuickTime Software with Licensee Programs pursuant to the terms of this Agreement. Apple reserves the right to license any new version of the QuickTime Software separately and subject to different terms and conditions. In the event that Apple makes a new version available pursuant to the terms of this Agreement, upon written request from Apple, Licensee agrees that, within six (6) months of receipt of such request, Licensee will cease distribution of prior versions of QuickTime Software in Licensee Programs.

### **3. Labeling**

Licensee may not remove any copyright notices or proprietary legends within the QuickTime Software and must include a copyright notice in Licensee Programs in the following form: Copyright © 19[date of first publication of Licensee Program] [Licensee Name] and its licensors.

### **4. Trademarks**

- 4.1 Trademark Grant. Apple grants to Licensee a non-exclusive and non-transferable right to use, and Licensee agrees it will use, the QuickTime Logo on and in the sale, promotion and advertising of the Licensee Programs in compliance with this Section 4 and the QuickTime Logo Guidelines as may be amended from time to time by Apple. Licensee has no other rights to the QuickTime Logo.
- 4.2 Quality Control. Licensee agrees that the Licensee Programs will (i) include the QuickTime Software, (ii) meet the highest levels of quality and integrity for similar goods, (iii) not be unlawful, and (iv) be developed, manufactured and distributed in compliance with this Agreement, including notice requirements under the QuickTime Logo Guidelines. Licensee will not interfere with Apple's rights in the QuickTime Logo and all use of the QuickTime Logo shall inure to the benefit of Apple.

- 4.3 Replacement Mark. Apple may replace the QuickTime Logo with a new QuickTime Logo at any time. In the event that Apple replaces the QuickTime Logo, Licensee will promptly cease using the replaced QuickTime Logo and commence using the new QuickTime Logo under similar terms provided by Apple. Nevertheless, Licensee may continue distributing its then-existing inventory of Licensee Programs for ninety (90) days.

**5. License Fees**

- 5.1 Fees. Licensee shall pay Apple a license fee of \$1.00 for each copy of each Licensee Program distributed pursuant to this Agreement. Payments will be made on a quarterly basis in accordance with Section 5.3. A copy of Licensee Program shall be deemed "distributed" for purposes of this Section 5.1 when such copy has been: (a) furnished to an End User; (b) furnished to any distributor of Licensee Program in the chain of distribution; (c) authorized to be made by an End User or distributor; or (d) released internally by Licensee or any affiliate of Licensee.
- 5.2 Credits. Any license fees paid by Licensee shall be non-refundable; however, Licensee will be entitled to receive a \$1.00 credit against its payment obligation for each Customer Return accepted by Licensee in accordance with Section 5.3. If, in any quarter, the credits due exceed the license fees due, Licensee may apply the net credit amount to its payment obligations in subsequent quarters. Except as provided in this Section 5.2, Licensee will have no right of setoff for such license fees.
- 5.3 Payment and Reports. License fee payments will be made within 45 days of the end of each calendar quarter. Payments will be made in United States currency, free of any withholding or other tax and of any currency control or other restrictions, by check payable to "Apple Computer, Inc.". Payments will be accompanied by a report, signed by a financial officer of Licensee, listing the number of copies of Licensee Programs distributed and the number of Customer Returns accepted during the immediately preceding calendar quarter, together with a calculation of the license fees due. Such report will be sent to the following address together with payment in full of the net license fees due:

Royalty Accounting  
Austin Finance  
Apple Computer, Inc.  
2420 Ridgpoint Drive, M/S 198 RA  
Austin, Texas 78754

- 5.4 Records; Audit. During the term of this Agreement, and for a period of three (3) years thereafter, (a) Licensee will retain all books and records reasonably required to verify all distributions of Licensee Programs, and (b) Apple may, directly or through an independent CPA firm, audit and inspect any of these records to verify Licensee's compliance with this Agreement. Apple agrees to keep confidential any confidential information of Licensee disclosed during the course of the audit. Such audit will be at Apple's sole expense unless an underpayment of five percent (5%) or more is found, in which case Licensee will reimburse Apple for the cost of the audit. In the event that the audit uncovers any underpayment of license fees, Licensee will immediately correct its license fee reports and will within thirty (30) days make any payments required by such correction together with interest at the highest rate permitted under applicable law from the original due date until paid in full. Failure to pay license fees when due will be grounds for Apple to terminate this Agreement in accordance with Section 7.

## **6. Effective Date; Term**

The Effective Date of this Agreement will be the date of execution by Apple. As to each Licensee Program, the term of this Agreement will continue until Licensee ceases to market actively and ship such Licensee Program, unless Apple terminates this Agreement earlier pursuant to Section 7. Licensee may terminate this Agreement at any time by providing written notice to Apple. Upon termination or expiration, all licenses to the QuickTime Software will terminate and Licensee will discontinue all use of the QuickTime Software including without limitation any further copying or distribution of the QuickTime Software and shall return to Apple or destroy or delete (with certification of destruction or deletion) all copies of QuickTime software. Termination of this Agreement will not affect any End-User licenses to any Licensee Programs. The provisions of Sections 1, 2.2, 2.3, 5.4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 shall survive termination or expiration of this Agreement.

## **7. Termination for Cause**

If any breach of this Agreement by Licensee continues for more than thirty (30) days after Licensee's receipt of Apple's written notice, Apple may terminate this Agreement by written notice to Licensee, whereupon this license and all rights granted to Licensee herein shall immediately cease. Apple may immediately upon written notice terminate this Agreement if Licensee becomes insolvent, has a receiver appointed, makes an assignment for the benefit of creditors, or becomes the subject of any proceeding under any bankruptcy, insolvency, or debtor's relief law. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed a waiver of any other or subsequent breach. The rights of the parties under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

## **8. Disclaimer of Warranty**

Apple licenses the QuickTime Software to Licensee on an "AS IS" basis. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE QUICKTIME SOFTWARE OR ITS USE AND OPERATION ALONE OR IN COMBINATION WITH LICENSEE PROGRAMS. Neither Licensee, nor its employees, agents, or distributors have any right to make any other representation, warranty or promise with respect to the QuickTime Software.

## **9. Limitation of Liability**

IN NO EVENT WILL APPLE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE, SALE OR DISTRIBUTION OF QUICKTIME SOFTWARE BY LICENSEE OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. IN NO EVENT WILL APPLE'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF \$500.

## **10. No Indemnification by Apple**

Apple has no obligation to indemnify, defend or hold Licensee harmless from and against any claim that the QuickTime Software infringes any third party patent, copyright, trademark or other intellectual property right. Licensee will promptly notify Apple of any such claim.

## **11. Indemnification by Licensee**

Licensee will indemnify, defend and hold Apple harmless from any and all claims,

damages, losses, liabilities, costs and expenses (including reasonable fees of attorneys and other professionals) arising out of or in connection with Licensee's and its distributors' distribution of the QuickTime Software, or the use of the QuickTime Software incorporated in Licensee Programs. Apple will promptly notify Licensee of any such claim and will provide reasonable cooperation and assistance in connection with such claims.

## **12. Export**

Licensee may not export or reexport the QuickTime Software except as authorized by United States law and the laws of the jurisdiction in which the QuickTime Software was obtained. In particular, but without limitation, the QuickTime Software may not be exported or reexported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria or any other 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. Licensee may not knowingly provide the QuickTime Software to a member located in, under control of, or a national or resident of any such country or on any such list.

## **13. Relationship of the Parties**

Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

## **14. Assignment**

This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by any means, including without limitation, operation of law or merger, by Licensee without the prior written consent of Apple.

## **15. Notices**

Any notice required under this Agreement will be deemed given: (i) when delivered personally; (ii) by facsimile; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) via electronic mail. All communications will be sent to the parties' physical or electronic addresses noted on the first page of this Agreement.

## **16. Governing Law**

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. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in the Northern District of California. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts within that District.

## **17. Severability**

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement 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 Agreement will continue in full force and effect.

## **18. Complete Understanding**

This Agreement, including all Exhibits attached, constitutes the entire Agreement between the parties concerning the use and distribution of the QuickTime Software. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and

signed by authorized representatives of both parties.

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

LICENSEE:

APPLE:

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

### **QuickTime Software**

#### **QuickTime 3.01 for Macintosh (\* = Limited functions):**

QuickTime/Æ  
QuickTime/Æ Musical Instruments  
QuickTime/Æ PowerPlug  
Sound Manager  
Apple QD3D HW Driver  
Apple QD3D HW Plug-In  
Internet Config Extension  
QD3DCustomElements  
QuickDraw/Æ 3D  
QuickDraw/Æ 3D IR  
QuickDraw/Æ 3D RAVE  
QuickDraw/Æ 3D Viewer  
QuickTime/Æ MPEG Extension  
QuickTime/Æ VR  
    Thread Manager  
    QuickTime/Æ Settings  
    Sound  
Internet Config  
MoviePlayer \*  
PictureViewer \*  
QuickTime Plugin\*  
Sample Image  
Sample Movie  
QuickTime/Æ READ ME  
Get QuickTime Pro  
QuickTime Plugin

#### **QuickTime 3.01 for Windows (\* = Limited functions):**

MOVIEPLAYER.EXE \*

PICTUREVIEWER.EXE \*

QTINFO.EXE

README.WRI

3DVIEWER.DLL

INDEO4.QTX

IR41\_QC.DLL

IR41\_QCX.DLL

QD3D.DLL

QD3D\_IR2.Q3X

QD3DCUSTOMELEMENTS.Q3X

QUICKTIME.QTS

QUICKTIMEMUSICALINSTRUMENTS.QTX

QUICKTIMEVR.QTX

RAVE.DLL

QUICKTIME.CPL

SAMPLE.MOV

SAMPLE.QTIF

NPQTPLUGIN.DLL \*

Get QuickTime Pro.mov

## QuickTime for Windows version 2.1.2:

### 16Bit

### 32Bit

PLAYENU.DLL	PLAYENU.DLL
VIEWENU.DLL	VIEWENU.DLL
MCENU.HLP	MCENU.HLP
PLAYENU.HLP	PLAYENU.HLP
VIEWENU.HLP	VIEWENU.HLP
READ_QTW.WRI	READQT32.WRI
PLAYER.EXE	PLAY32.EXE
VIEWER.EXE	VIEW32.EXE
QTW16DEL.EXE	QTW32DEL.EXE
MCIQTENU.DLL	MCIQTENU.Q32
QTHNDLR.DLL	HNDLR32.DLL
QTIM.DLL	QTIM32.DLL
QTIMCMGR.DLL	CMGR32.DLL
QTOLE.DLL	QTOLE32.DLL
MCIQTW.DRV	QTMCI32.
QTMOVIE.VBX	
QTPIC.VBX	
DHIO_DH.QTC	DHIO32.QTC
NAVG.QTC	NAVG32.QTC
QCMC.QTC	MC32.QTC
QTCVID.QTC	QTCVID32.QTC
QTJPEG.QTC	QTJPEG32.QTC
QTRAW.QTC	QTRAW32.QTC
QTRLE.QTC	RLE32.QTC
QTRPZA.QTC	RPZA32.QTC
QTSMC.QTC	SMC32.QTC
QTVHDW.QTC	DCI32.QTC
REELMGIC.QTC	
IV32QT16.QTC	IV32QT32.QTC
QTIYVU9.QTC	
QTRT21.QTC	
CIRRUS.QTC	
ATIVIDEO.QTC	
QTOLD.QTC	
TSENG.QTC	
QTNOTIFY.EXE	
QTW16.CPL	QTW32.CPL
QWCP.HLP	QWCP.HLP
SAMPLE.MOV	SAMPLE.MOV
QTINSTAL.EXE	QT32INST.EXE

**EXHIBIT B**  
**Licensee Programs**

**SECTION BELOW MUST BE COMPLETED BY LICENSEE**

1. Licensee Program (Title and version number):
2. Please check version(s) used:  
QuickTime for Macintosh 3.01: \_\_\_\_\_  
QuickTime for Windows 3.01 & QuickTime for Windows 2.1.2: \_\_\_\_\_  
QuickTime for Windows 3.01: \_\_\_\_\_
3. Description of Licensee Program:
4. Anticipated Release Date: \_\_\_\_\_
5. Estimated Distribution: \_\_\_\_\_
6. Please check the category that best fits Licensee Program:  
Game/Entertainment: \_\_\_\_\_  
Business Applicaton: \_\_\_\_\_  
Education Application: \_\_\_\_\_  
Authoring Tool: \_\_\_\_\_  
Developer Tool: \_\_\_\_\_  
Other: : \_\_\_\_\_
7. Primary Language Used: \_\_\_\_\_
8. Marketing Contact for Licensee Program (include name, phone, fax, email address and Site URL):

**(EXHIBIT B CONTINUED)**

1. Licensee Program (Title and version number):
2. Please check version(s) used:  
QuickTime for Macintosh 3.01: \_\_\_\_\_  
QuickTime for Windows 3.01 & QuickTime for Windows 2.1.2: \_\_\_\_\_  
QuickTime for Windows 3.01: \_\_\_\_\_
3. Description of Licensee Program:
5. Anticipated Release Date: \_\_\_\_\_
5. Estimated Distribution: \_\_\_\_\_
6. Please check the category that best fits Licensee Program:  
Game/Entertainment: \_\_\_\_\_  
Business Applicaton: \_\_\_\_\_  
Education Application: \_\_\_\_\_  
Authoring Tool: \_\_\_\_\_  
Developer Tool: \_\_\_\_\_  
Other: : \_\_\_\_\_
7. Primary Language Used: \_\_\_\_\_
8. Marketing Contact for Licensee Program (include name, phone, fax, email address and Site URL):

All Licensee Programs to be covered by this Agreement must be listed in this Exhibit B (attach additional sheets if necessary) prior to submission to Apple for signature.

## INTERNATIONAL LETTER OF ASSURANCE

**Residents of the United States, Canada, and countries listed below, please DO NOT complete this Letter of Assurance.**

Company Name

\_\_\_\_\_/\_\_\_\_\_  
phone fax

Contact Name

Address

City,State/Province

Country - Postal Code

To Whom it May Concern:

We hereby certify that \_\_\_\_\_ will not knowingly export, directly  
(Company Name)  
or indirectly, any United States origin technical data (including software)  
acquired from Apple Computer, Inc., or any direct product of that technical  
data, to any restricted country listed below for which the United States  
government or any agency thereof at the time of export requires an export  
license or other government approval, without first obtaining such a license or  
approval, when required by applicable United States law.

Restricted countries: Albania, Armenia, Azerbaijan, Belarus, Bulgaria,  
Cambodia, Cuba, Estonia, Georgia, Iran, Iraq, Kazakhstan, Kyrgyzstan, Laos,  
Latvia, Libya, Lithuania, Moldova, Mongolian People's Republic, North Korea,  
People's Republic of China, Romania, Russia, Tajikistan, Turkmenistan, Ukraine,  
Uzbekistan, and Vietnam.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name/Country

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\*\*\*\*\*

## Product End-Use Questionnaire

\*\*\*\*\*

**Required for All Non-U.S. Customers.**

First Name      Last Name

Company Name

Address

City              State/Province

Country          Postal Code

\_\_\_\_\_/\_\_\_\_\_  
phone              fax

**Please answer each question. Do not leave any questions blank. Please circle the correct answer.**

1. Are you, or your company, directly or indirectly involved in any of the following activities:

a. Involved in the design, development, production, stockpiling, or use of missiles or chemical or biological weapons?

Yes              No

b. Designing, developing, fabricating or testing nuclear weapons or nuclear explosive devices?

Yes              No

c. Designing, constructing, fabricating, or operating any of the following facilities or components for such facilities?

Yes              No

If yes, which of the following facilities?

1. Facilities for the chemical processing of irradiated special nuclear or source material?

Yes                  No

2. Facilities for the production of heavy water?

Yes                  No

3. Facilities for the separation of isotopes of source and special nuclear material?

Yes                  No

4. Facilities for the fabrication of nuclear reactor fuel containing plutonium?

Yes                  No

2. IF THE ANSWER TO ANY OF THE QUESTIONS IN ITEM 1 ABOVE ARE YES, please explain fully what the purchased product will be used to develop. What will be the end-use of the produced applications? For example, will the end-use of the produced product be office administration applications or something more technical such as some type of engineering application (if so, what kind specifically...)?

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Signature

---

Printed Name

---

Title

Date

**Please return your completed forms and Software Distribution Agreements to:**

**APPLE COMPUTER, INC.  
SOFTWARE LICENSING  
2420 RIDGEPOINT DRIVE MS 198-SWL  
AUSTIN, TX 78754, U.S.A.      ph. (512)919-2645**