

LICENSING THE MACINTOSH POWERBOOK QUALIFIED LOGO

Dear Apple Developer,

Thank you for your interest in the Macintosh® PowerBook® Qualified (MPQ) program sponsored by Apple Computer.

The MPQ program was designed to help our customers identify Third-Party products in the marketplace which are specifically tailored to Macintosh PowerBook computers. We believe it will increase customer confidence significantly which will translate into better marketability for your product. Using this logo lets customers know that the solution you provide was qualified by Apple to work on the Macintosh PowerBook!

Licensing this logo will enable you to use it on your packaging, collateral and other marketing materials.

The logo licensing process includes:

1. Pre-testing your product
2. Completing the Program Participation Agreement
3. Completing the Product Testing Agreement
4. Assembling your test package
5. Submitting MPQ agreements, fees and test package

The MPQ Program kit contains:

- This cover letter
- Guide To The Macintosh PowerBook Qualified Program
- Macintosh PowerBook Qualified Pre-Testing Guidelines
- Macintosh PowerBook Qualified Technical Specification
- Developing PC Card Software for the Mac OS
- Macintosh PowerBook Qualified Program Participation Agreement
- Macintosh PowerBook Qualified Product Testing Agreement
- Macintosh PowerBook Qualified Trademark Guidelines

Upon successful licensing of the Logo, Apple will send:

- Logo sticker ordering information
- Macintosh PowerBook Qualified Logo artwork
- Your copy of the executed participation agreement

GUIDE TO THE MACINTOSH POWERBOOK QUALIFIED PROGRAM

 Apple Computer, Inc.

Version:

1.0

Rev. August 29, 1995

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This document is intended to assist developers to develop solutions only for Apple Macintosh Computers. Every effort has been made to insure that the information in this manual is accurate. However, we cannot guarantee its accuracy beyond the date of publication. Apple is not responsible for printing or clerical errors.

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1.0 EXECUTIVE SUMMARY

The introduction of the PowerBook 190 and 5300 computers represents the first time that PC Card (PCMCIA) capabilities will be standard in a Macintosh computer. In fact, these systems will rely almost *entirely* upon PC Cards for Ethernet, Modem, and a variety of other critical and innovative functions. It is vital to the success of PowerBook that PC Card technology be readily accepted/embraced by the Macintosh community, especially customers, press and resellers.

PC Card technology and many PC Card vendors are new to Macintosh customers though DOS/Windows® users are already familiar with them. The newness of this technology on the Macintosh platform, along with the perceptions that PC Cards pose compatibility problems, has prompted us to take a proactive course of action to allay customer concerns.

This involves the formation of the “Macintosh PowerBook Qualified™” program which exists for the purpose of testing and qualifying PC Cards according to a combination of the official PC Card standards and Apple-defined criteria. Those PC cards passing the tests would be eligible to receive, among other things, permission to mark their packaging, collateral materials and other promotional materials with a “Macintosh PowerBook Qualified” logo. This logo would bolster customer confidence as well as help them locate those solutions which work with the Macintosh PowerBook.

Each card vendor will be required to execute a separate Program Participation Agreement governing the use of the sticker. Apple Computer, Inc. will be responsible for supervising the logo quality control and monitoring licensee compliance with the quality control guidelines.

There are six basic qualification assumptions that all types of PC Cards must meet:

- Cards and any necessary drivers must conform to the Apple PCMCIA specification detailed in the developer note *Developing PC Card Software for the Mac OS*.
- Cards and drivers which implement functions that allow user interaction, such as networking cards, must adhere to Apple’s Human Interface Guidelines.
- Cards and drivers must be compatible with currently shipping Apple System Software and appropriate extensions.
- Cards and drivers must adhere to the electrical specification for the Macintosh PowerBook socket implementation.
- Developers are required to provide documentation that describes hardware and software installation for Macintosh computers.
- Products that must install drivers or other custom software components must provide a Macintosh Installer and installation script or third-party equivalent .

This program will be implemented using an outside testing entity operating on behalf of Apple. Fees for participation will range from \$4,000 - \$6,500 US dollars per card. PC Card vendors located outside of the U.S. and Canada must enter into a version of the licensing agreement that is not included with this package of materials.

2.0 THE MACINTOSH POWERBOOK QUALIFIED (MPQ) PROGRAM: AN OVERVIEW

The introduction of the PowerBook 190 and 5300 computers represents the first time that PC Card (PCMCIA) capabilities will be standard in a Macintosh computer. In fact, these systems will rely entirely upon PC Cards for Ethernet, Modem, and a variety of other innovative functions. It is vital to the success of PowerBook that PC Card technology be readily accepted and embraced by the Macintosh community, especially customers, press and resellers.

PC Card technology and many PC Card vendors are new to Macintosh customers though DOS/Windows® users are already familiar with them. While PC Card technology is based on a defined industry standard, incompatibilities and conflicts between cards are prevalent on the DOS/Windows platform. The Apple implementation of the standard will go a long way toward overcoming these problems on the Mac OS. Nonetheless, the newness of the technology in the Mac marketplace, combined with the perceptions that PC Cards pose compatibility problems, has prompted us to take a proactive course of action to allay customer concerns.

This involves the formation of a “Macintosh PowerBook Qualified™” program which exists for the purpose of testing and qualifying PC Cards according to a combination of the official PC Card standards and Apple-defined criteria. Those PC cards passing the tests would be eligible to receive, among other things, permission to mark their packaging, collateral materials and other promotional materials with a “Macintosh PowerBook Qualified” emblem. Such a mark would bolster customer confidence as well as help them locate those solutions which work with PowerBook.

Each card vendor will be required to execute a separate Program Participation Agreement or Participation addendum for each card they wish to qualify for the use of the sticker. PowerBook Product Marketing will be responsible for supervising the logo quality control and monitoring licensee compliance with the quality control guidelines.

2.1 Objectives

A significant advantage in Apple's implementation of PCMCIA compliant card services software is in the area of ease of use and compatibility. In order to insure better compatibility for customers and provide an opportunity for marketing leverage, this program is geared for testing and qualifying PC Cards on the PowerBook with *integrated* PC Card expansion slots. These tests will be conducted by PowerLabs, an independent test facility in San Jose, under the supervision of Apple, to verify which PC Cards work to Apple's standards of compatibility.

The benefit for Apple is equal market footing regarding PC Card compatibility on the Mac OS. For PC Card developers, the benefits lie in their ability to leverage Apple's reputation for integration and plug n' play compatibility. For customers, the benefits are in providing them with a clear means by which they can distinguish cards that will be hassle free on the Mac OS from the plethora of cards now available in the marketplace.

2.2 International Requirements

Because every country has different laws regarding trademark licensing, companies based in countries other than the US and Canada may require additional or alternative Program Participation Agreements. The agreement currently released with the 1.0 version of MPQ documentation is written for companies originating in the following countries:

- United States, Canada

In the aforementioned countries, rules of the Program Participation Agreement apply in all countries for which the mark is applied, including countries not on these lists. The agreement cannot be amended or customized for international purposes. If there are international requirements for use of the mark not included in the agreement, you may want to consider using an alternate Program Participation Agreement. Consult with the MPQ program office regarding special circumstances.

Companies wishing to execute the Program Participation Agreement, and are based in the following countries, may not use the enclosed participation agreement:

- Japan, Brazil, Germany, France, United Kingdom

Agreements for these countries will be available in the 1.1 release of the MPQ documentation.

3.0 TECHNICAL CRITERIA FOR LICENSING THE MPQ LOGO

If you require specific technical information regarding development of PC Card products for the PowerBook, you may want to purchase the “PC Card Development Kit for the Mac™ OS”. This SDK is available through APDA (See Appendix A). In order to receive adequate support for your development efforts, it is also necessary to register as an Apple developer at either the “Associate Plus” or “Partner” level. This will allow you to receive technical support from Apple during your development process. For greater detail on the definitions of the following specifications, please refer to the *Macintosh PowerBook Qualified Technical Specification*. In summary, there are six basic areas that apply to all types of PC Cards:

1. Cards and any necessary drivers must conform to the Apple PCMCIA specification detailed in the developer note *Developing PC Card Software for the Mac OS*. This document details Card Services, Socket Services, and the Driver model. The APIs for both Card Services and Socket Services are similar to the PCMCIA standard and the PowerBook implementation provide the means to implement Client Loading, PC Card parsing, and client event handling.
2. Cards and drivers which implement functions that allow user interaction, such as networking cards, must adhere to Apple’s Human Interface Guidelines as specified in *Macintosh Human Interface Guidelines* and the aforementioned developer note *Developing PC Card Software for the Mac OS*. Specifically, cards and drivers must support manual card ejection, finder services via the Finder Extension, standard card icons, card information display and any custom card actions defined by the

developer.

3. Cards and drivers must be compatible with currently shipping Apple System Software and appropriate extensions. Developers must maintain compatibility with future versions of System Software and extensions that affect their cards functionality. This includes compatibility with current and future versions of Card and Socket Services and Networking software.
4. Cards and drivers must adhere to the electrical specification for the PowerBook socket implementation, i.e. cards should not draw more than 500 mA at 5 volts. In addition, cards should implement an interval timer which powers down the card after a period of inactivity to conserve battery power and power down completely when the machine is put to sleep.
5. Developers are required to provide documentation that describes hardware and software installation for Macintosh computers. If the product supports the PC and Macintosh in a single SKU, the documentation must cover usage with the Macintosh as well as the PC. Products intended for sale outside the United States and Canada must have documentation and localized software for the countries in which they are to be sold.
6. Products that must install drivers or other custom software components must provide a Macintosh Installer installation script or third-party equivalent. Installation should be clearly documented in the user documentation for the product.

3.1 Support For Card And Socket Services And The Apple PCMCIA Spec

There are several Card and Socket Services API calls that are unique to the Mac OS that must be supported by card developers. These are detailed in the developer note *Developing PC Card Software for the Mac OS* and in the *Macintosh PowerBook Qualified Technical Specification*. Calls which are necessary for compliance will be listed here, but the developer is directed to the other documentation for a full treatment.

Client Registration

- Clients are registered synchronously, a deviation from the PCMCIA handler.

Card Insertion Messages

- A card insertion message (kCSCardInsertionMessage) is sent to all clients to notify them that a card has been inserted in a specific socket.

Card Ready Messages

- When a client receives a card ready message, it may use CSGetConfigurationInfo to determine the card type and to parse for specific tuples.

Card Removal Messages

- Clients should react appropriately to the kCSCardRemovalMessage.

Ejection Failed Messages

- The ejection failed message (kCSEjectionFailedMessage) is specific to the Mac OS. It is sent to each client after an ejection has been approved but cannot be completed.

Client Information Messages

- The client information message (kCSClientInfoMessage) is sent to the client whenever a call to GetClientInfo is made using the client's ID.

Power Management Suspend Messages

- This message is sent to registered clients whenever the computer is going into sleep mode.

Power Management Resume Messages

- Clients should always make sure when receiving this message that the card in the socket is the same card the client was using when the computer went into sleep mode, as the user may have swapped cards while the computer was asleep.

3.2 Human Interface Requirements

There are several human interface issues that are important to developers designing their own panels or developing software for PC Cards in the Macintosh PowerBook environment. It is essential that cards conform to the necessary guidelines detailed below:

Manual Card Ejection

- Because the card can be ejected manually by the user without regard to the safety measures, it is essential that Clients be cautious about accessing PC Card addresses directly as the registers or memory locations may not be available.

Card Services Client Registration

- I/O Cards must properly support the Card Insertion, Card Ready and Card Removal messages so that the Card Services Finder Extension can display and remove the Card's Icon(s) from the Finder Desktop.

Card Icons

- Each installed PC Card is identified by an icon on the Desktop (or in the case of multi-function cards, each function of a card).

Card Information Display

- The Finder allows PC Cards to display information about themselves when the user selects the card and chooses Get Info from the File menu.

Custom Card Actions

- Custom actions are a response to the user double-clicking a card in the Finder.

3.3 Compatibility with Apple System Software

Cards and drivers must be compatible with Apple System Software (Mac OS 7.5.2 or later) and appropriate extensions. This means that Modem cards must maintain compatibility with the Communications Toolbox; Video Cards must support Display Manager, and SCSI cards must be SCSI 4.3 compliant. All LAN cards must be compatible with PowerTalk; standard as well as QuickDraw GX style printing, standard EtherTalk/TokenTalk drivers and chooser extensions, AppleShare and FileSharing. Additional requirements are discussed in the relevant sections for individual cards.

3.4 Power Management

- A key feature of Macintosh PowerBook computers is their ability to sleep without shutting down.

3.5 Documentation

- Documentation must accompany all card products and should demonstrate all functions and features of the product as they are used on a Macintosh PowerBook. Products that have a single SKU for both PC and Macintosh must have documentation covering installation of any custom software and set-up and usage on a Macintosh in addition to the PC.

3.6 Installer For Custom Software

- Products that require custom software (other than the standard built-in modem driver) or that modify the system file or system resources must install and remove their software by means of Installer.

3.7 Firmware Flasher For Field Upgradability

If the PC Card is manufactured with flashable ROM, the developer should provide the means for users to upgrade firmware in the field by means of a firmware flasher application which runs on the Mac OS. Ideally this will be a simple application with a standard file dialog interface that allows the user to open a firmware ROM file and flash the existing firmware with the newer version.

This upgradability allows the developer to provide bug fixes to the field without requiring the user to send their card in for service.

3.8 Additional Criteria By Card Type

This section describes additional requirements that pertain to particular card types. Support of these criteria is required in addition to the general criteria above.

ATA / Storage cards

- Standard ATA / Storage cards are supported by the PowerBook PCMCIA implementation without the need for custom drivers. Cards should be able to support a Hierarchical File System and, in the case of storage cards larger than 250 megabytes, should support HFS multiple partitions.

Ethernet LAN cards

- Developers must provide their own ADev for their card to allow users to select the card in the Network control panel. It should not be necessary to install software from other sources to use the card.
- Cards and software must be AppleShare and PowerTalk compliant allowing users to access standard network services such as printing, file sharing, and mail services.
- Cards should support sleep by disconnecting from network services when the user chooses to sleep the system.

Modem cards

- Modem cards must support all of the standard Hayes compatible AT commands for data and/or fax transmission including: AT, AT&, AT%, AT\, AT+, AT) (for modems implementing MNP 10), and +Fnn for fax class 1 or class 2 combined with class 1.
- Card products must ship with connection files for Apple Remote Access and e•World. In addition, if the product ships with a PC compatible fax package, it must also include a Mac based fax solution compatible with the card capable of sending and receiving fax communications.
- Cards and drivers must support the international phone systems in the countries in which they will ship and must be certified for each country outside of the United States and Canada in which they will ship.

Multi-function cards*Modem/ Ethernet cards*

- Modem / Ethernet cards must satisfy the requirements for both types of cards detailed above, plus they must also implement the additional Card Services support for multi-function cards (registration of functions/clients, display of function icons on the desktop, etc.)

Video In/Out cards

- Cards that implement Video In/Out functionality must provide their own QuickTime compatible Video Digitizer and be compatible with QuickTime 2.0 or later. Video drivers must be Display Manager compliant and support NTSC standard timing for shipment in the United States and Canada. (Shipping in countries outside the U.S. and Canada will require support for PAL and/or SECAM standards in addition to NTSC)

4.0 MPQ TESTING PROCESS

The Macintosh PowerBook Qualified testing process will be implemented using PowerLabs, an independent test house, as the testing source for Apple Computer. All testing criteria, specifications, test suites and test documentation were developed by PowerLabs with the approval and input of Apple Computer. Testing will involve both hardware and software suites, and participants must pass all tests in order to qualify. If the territory for licensing the sticker is defined to include countries other than the U.S., participants may opt to limit their territory to U.S. only if they have problems qualifying for other countries.

Testing will range from 30 to 60 hours depending upon card type. Pricing for the program is based on man hours (See Appendix B). Normal turn around time for card qualification is 7 to 10 business days (See Appendix C). If the card does not pass the qualification criteria, you will receive a full report explaining the problems that occurred. Retesting the card after fixing problems can be arranged with PowerLabs by executing a retesting agreement. The Product Testing Agreement has more details.

5.0 HOW TO LICENSE THE MPQ LOGO

The Macintosh PowerBook Qualified Licensing Program will be available beginning Sept 13, 1995. To get started developers can receive the MPQ Program kit by contacting:

By post: Apple Computer, Inc.
Macintosh PowerBook Qualified Program
C/O PowerBook Product Marketing
1 Infinite Loop MS:306-2PM
Cupertino, CA 95014

By Email: MPQ@apple.com

By Fax: (408) 862-7263

By Phone: (408) 974-6162

By Internet: <http://www.info.apple.com/dev/mpq.html>

Once you have received your pre-test kit and decided to participate in the program, you will need to complete the following procedures

5.1 Pre-test Your Product

Use the MPQ Pre-test Guidelines along with the MPQ Technical Specification to pre-test your product before submitting to Apple. This pre-testing will help you to determine whether your product is ready to undergo the qualification testing done by Apple Computer. Your product can be submitted prior to final release but must still be able to pass the testing criteria in the form submitted. All features needed for qualification must be

completed. If you are submitting multiple products, you should take the time to pre-test each product. If there is any fourth party software or hardware included in the product, you will also be responsible for it's quality and functionality related to your product.

5.2 Complete The Program Participation Agreement

The MPQ Program Participation Agreement is the general agreement for use and application of the MPQ Logo for your product. Read the agreement carefully as it outlines what your responsibilities are to remain in compliance with MPQ quality standards. This is a standard agreement and is not open for revision on a case by case basis. However, PC Card vendors located outside of the U.S. and Canada must enter into a version of the licensing agreement that is not included with this 1.0 version of the MPQ documentation. Agreements for companies based in countries other than the US and Canada will be available in the 1.1 release of MPQ documentation. Contact the MPQ program office if you are concerned about the use of this agreement in your jurisdiction. See section 2.2 for further international requirements.

Please make two (2) copies of the Program Participation Agreement and sign both. When you submit your test package, you will include both signed copies, one of which will be returned to you along with the Logo artwork upon execution of the agreement.

If you are submitting multiple products at one time, or plan on submitting future products, you need only sign one Program Participation Agreement. This blanket participation agreement can be amended for future products at any time provided that you continue to submit Addendum one of the participation agreement each time a new product is submitted for testing.

5.3 Complete The Product Testing Agreement

We are pleased to have contracted with PowerLabs to perform the qualification testing for this program. Their experience in both software development and hardware quality testing makes them an ideal candidate for acting as Apple's agent for qualifying your products for the PowerBook. This is a privately held company whose owners have over 15 years of combined experience in the high-tech industry. PowerLabs is committed to timely and consistent testing with reasonable turnaround times for most products.

An explanation of the testing commitments from PowerLabs is explained in the Product Testing Agreement enclosed with the MPQ Program Kit. This agreement explains the services PowerLabs provides and sets expectations for test reporting and development support. The agreement must be signed and in the possession of to PowerLabs before any testing can begin.

Please make two (2) copies of the Product Testing Agreement and sign both. When you submit your test package, you will include both signed copies, one of which will be returned to you when your test package is received by PowerLabs and testing has begun.

5.4 Assemble Your Test Package

Use the checklist below to assemble your test package. If you are submitting multiple products for testing, please clearly indicate in the package and bundle related products together. Include the following items in your test package:

- 1) Three (3) samples of your hardware or one (1) copy of your software product(s) along with all related products needed for qualification. If software is included in your test package, the preferred storage medium is high density floppy disk. However, software can also be submitted on CD-ROM. None of these products will be returned upon completing qualification as we will use products for quality testing of future Apple hardware and software products.
- 2) Any available end-user manuals. These may be in draft form if not yet completed.
- 3) Two (2) copies of the MPQ Program Participation Agreement, OR Addendum four with an indication that a licensing agreement has already been executed.
- 4) Two (2) copies of the Product Testing Agreement.

Note: You may want to make a third copy of both signed agreements for your own records. Return the original signed copies with your test package.

- 5) Test Fee

We accept payment in the form of company check, money order or direct wire transfer payable to PowerLabs. For purchase orders, testing will not begin until purchase order has been invoiced and paid by the participant. The Product Testing Agreement or Appendix B of this document has the schedule of fees and payment information.

5.5 Submit MPQ Agreements, Fees And Test Package

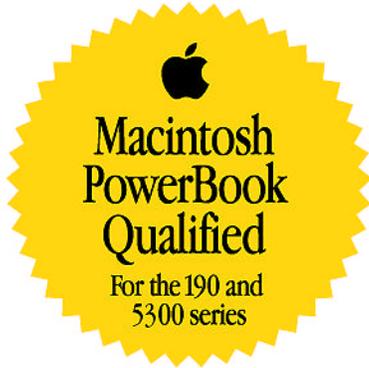
Ship completed package to:

PowerLabs

MPQ testing program
975 Town and Country Village
San Jose, CA 95128
Fax: (408) 249-5991
Phone: (408) 24-POWER (247-6937)

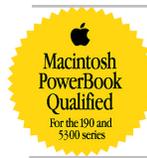
You will receive confirmation of receipt of your package by fax or email within 1-2 business days of receipt. Turnaround time will be set when PowerLabs contacts you. Appendix C of this document describes testing times and information in greater detail.

6.0 WHAT THE MPQ LOGO LOOKS LIKE



Printing Specifications

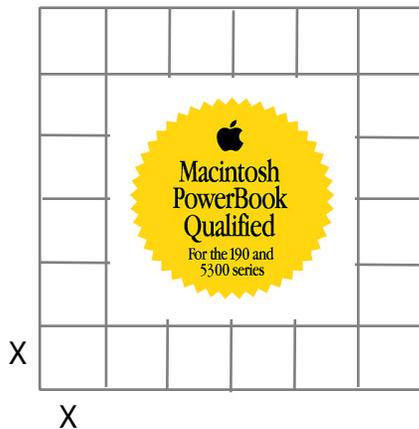
- Background prints PMS 116 Yellow. For process color use 100% Y + 15% M.
- Type prints black



.75 inch

Minimum Size

Do not print the logo any smaller than .75 inch in diameter, as shown.



Clear space requirements

- For packaging: other stickers or logos should not enter the clear-space area shown here.
- For advertising and promotional materials: Elements such as graphics, type, photographs, and illustrations should not enter the clear-space area shown here.

X = one quarter the diameter of the logo. The clear space should measure x on all sides of the logo.

7.0 IF YOUR PRODUCT DOES NOT QUALIFY FOR THE MPQ LOGO

If your product does not meet the qualification criteria for the MPQ program, it does not preclude you from selling your product to PowerBook customers. Failure to qualify means that you are not permitted to use the MPQ Logo on your packaging and collateral material. You are also not permitted to use any term (such as “qualified” or “certified”) in conjunction with any Apple trademark (such as Apple®, Macintosh® or PowerBook®) if the use of that term might cause an end-user to think that your product has been qualified in any way by Apple. Subject to these restrictions, you are free to use any language on your packaging or collateral materials that complies with Apple’s “Specifications and Requirements For Use of Apple Trademarks By Third Party Licensees, Resellers, and Developers.” A copy of the current version of those Specifications is attached as part of Addendum 3 to the Program Participation Agreement and as a separate document that accompanies this Guide.

8.0 HOW TO CONTACT APPLE ABOUT THE MPQ PROGRAM

For questions regarding the MPQ logo licensing process or the MPQ program which cannot be answered from information given in the released documentation, please contact **Apple Computer** at:

By post: Apple Computer, Inc.
Macintosh PowerBook Qualified Program
C/O PowerBook Product Marketing
1 Infinite Loop MS:306-2PM
Cupertino, CA 95014

By Email: MPQ@apple.com

By Fax: (408) 862-7263

By Phone: (408) 974-6162

For questions regarding testing criteria, requirements or testing results, please contact **PowerLabs** at:

By post: PowerLabs
975 Town and Country
San Jose, CA 95128

By Email: powerlabs@eworld.com

By Fax: (408) 249-5991

By Phone: (408) 24-POWER (247-6937)

APPENDIX A: Information and reference documents for the MPQ program

Information and documentation related to the Macintosh PowerBook Qualified program may be obtained several ways.

Through Developer Support:

Developer Technical Services (DTS)	APDA
AppleLink: DEVSUPPORT	AppleLink: APDA
Internet: devsupport@applelink.apple.com	Internet: apda@applelink.apple.com
WWW: http://www.info.apple.com/dev/dts.html/	WWW: http://www.info.apple.com/dev/apda.html/
	Phone: U.S (800) 282-2732
	CAN (800) 637-0029
	INTL (716) 871-6555
	Fax: (716) 871-6511
	Post: APDA
	Apple Computer, Inc.
	P.O. Box 319
	Buffalo, New York 14207-0319

Electronically:

On Internet: <http://www.info.apple.com/dev/mpq.html>

On AppleLink: Developer Support:Developer Services:xxxx:xxxx

On E•World: Computer Center:Developer Corner:Apple Developer Services:Developer Information:Developer Support Programs

REFERENCE DOCUMENTS

Guide to The MPQ Program

MPQ Technical Specification

“Macintosh PowerBook Qualified” Program Participation Agreement

Product Testing Agreement

Developer Note: Developing PC Card Software for the Mac OS

Developer Notes: for the PowerBook 5300 and PowerBook 190

PCMCIA Card Specification Guidelines v. 2.1

APPENDIX B: Price structure for the MPQ testing program

All suites are based upon qualification of the following areas: baseline functionality of the card, conformance of cards and drivers to Card & Socket Services specification for PCMCIA 2.1, conformance to Human Interface Guidelines specified in *Developing PC Card Software for the Mac OS* Developer Note, Power Management, Compatibility with Mac OS, Documentation, Bundled Software and User Experience.

Additional considerations for individual suites are documented below:

ATA Storage Devices **\$4000.00**

Cards must be qualified with Apple's current built-in ATA driver. Verification of valid file system and partition map will be verified. Compatibility with mainstream application file functions will also be verified.

Modem Cards **\$4500.00**

Cards must be qualified with Apple's current built-in modem driver. In addition, cards must be able to support all standard data and fax AT commands. Compatibility with other vendors modems and third party telecommunications applications will be tested. Testing of bundled fax solution software and connection scripts for eWorld and Apple Remote Access. This assumes US and Canadian certification only.

Lan Card - Ethernet **\$5000.00**

Cards must be qualified with Apple's current NSI software and Vendors installer must install a compatible ethernet driver from Apple. Card must function in a single node/zone and routed multizone environment and demonstrate acceptable error protocols. Compatibility with AppleShare, PowerTalk and Printing must be demonstrated.

Multifunction Cards **\$6500.00**

Cards must be qualified with Apple's current built-in modem/ATA drivers. In addition to passing the corresponding suite for each component of the card, cards / drivers must properly support the additional calls from C&SS for multifunction cards with respect to registering functions, etc. This assumes US and Canadian certification only.

International Qualification **\$500.00/country**

Modem and Modem Multifunction cards intended for sale outside of the United States and Canada require certification with international phone systems. This certification is billed at an additional \$500.00 per country to be qualified. A special European bundle is available to certify products for England, France, Germany, and Sweden for \$1500.00.

Expedited Service **50% surcharge**

Expedited service guarantees that your product will be tested within 5 business days after you receive your Product Receipt Notification.

APPENDIX C: Testing Turnaround Times

PowerLabs understands compressed product delivery schedules and will make every effort to certify your product in the most expedient fashion.

Product Receipt Notification 1-2 days

PowerLabs will contact you by fax or electronic mail within 1-2 business days of receiving your product and payment. At this time we will be able to tell you when testing will begin and when you will receive notification of your results. In most cases testing will begin the day following the Product Receipt Notification.

Normal Turnaround 10 days

PowerLabs guarantees that your product will be tested within ten business days after Receipt Notification unless you are expressly notified that testing cannot begin until later or you require international certification of your product (International certification requires an additional day per country to be certified. A card to be certified in the U.S., Canada, England, France, Germany, Japan and Sweden will require up to 15 business days to certify.

Expedited Turnaround 5 days

PowerLabs offers an expedited service that guarantees that your product will be tested in up to 5 business days from product receipt notification. This service carries a 50% surcharge over the normal turnaround times.

International Testing 1 additional day/country

Modem and Modem Multifunction cards certified for delivery outside the United States and Canada require an additional day for each additional country.

Reserved Testing Time

Customers may wish to call before shipping the testing package for current testing schedules and to reserve time in advance. PowerLabs suggests that you contact us at least two weeks before you intend to submit your testing package so that we can be sure to start on certifying your products as soon as they are received.

MACINTOSH POWERBOOK QUALIFIED TECHNICAL SPECIFICATION

 Apple Computer, Inc.

Version:

1.0

Rev. August 29, 1995

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This document is intended to assist developers to develop solutions only for Apple Macintosh Computers. Every effort has been made to insure that the information in this manual is accurate. However, we cannot guarantee it's accuracy beyond the date of publication. Apple is not responsible for printing or clerical errors.

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1.0 INTRODUCTION

This is the Official set of technical criteria for the Macintosh PowerBook Qualified Licensing Program. These criteria will be updated from time to time where needed to provide clarification on implementation of these criteria and where necessary to provide new information concerning Macintosh System Software updates and new card types. Updated versions of this document can be obtained through Apple Computer. (See Appendix A.)

2.0 GENERAL CRITERIA

The Macintosh PowerBook platform now offers developers new opportunities to take advantage of an industry standard PC Card implementation using Apple's PowerBook implementation of the PCMCIA standard. In addition, meeting certain specific criteria detailed in this document, developers can receive certification to use the Macintosh PowerBook Qualified sticker that assures customers that the product meets Apple standards for Quality and Ease of Use.

Some developers may choose to implement functionality beyond what is detailed in this document, however only the minimum criteria for certification will be covered here.

There are six basic areas that apply to all types of PC Cards:

1. Cards and any necessary drivers must conform to the Apple PCMCIA specification detailed in the developer note *Developing PC Card Software for the Mac OS*. This document details Card Services, Socket Services, and the Driver model. The APIs for both Card Services and Socket Services are similar to the PCMCIA standard and the PowerBook implementation provides the means to implement Client Loading, PC Card parsing, and client event handling.
2. Cards and drivers which implement functions that allow user interaction, such as networking cards, must adhere to Apple's Human Interface Guidelines as specified in *Macintosh Human Interface Guidelines* and the aforementioned developer note *Developing PC Card Software for the Mac OS*. Specifically, cards and drivers must support manual card ejection, finder services via the Finder Extension, standard card icons, card information display and any custom card actions defined by the developer.
3. Cards and drivers must be compatible with currently shipping Apple System Software and appropriate extensions. Developers must maintain compatibility with future versions of System Software and extensions that affect their cards functionality. This includes compatibility with current and future versions of Card and Socket Services and Networking software.
4. Cards and drivers must adhere to the electrical specification for the PowerBook socket implementation, i.e. cards should not draw more than 500 mA at 5 volts. In addition, cards should implement an interval timer which powers down the card after a period of inactivity to conserve battery power and power down completely when the machine is put to sleep.

5. Developers are required to provide documentation that describes hardware and software installation for Macintosh computers. If the product supports the PC and Macintosh in a single SKU, the documentation must cover usage with the Macintosh as well as the PC. Products intended for sale outside the United States and Canada must have documentation and localized software for the countries in which it is to be sold.
6. Products that must install drivers or other custom software components must provide a Macintosh Installer and installation script or third-party equivalent. Installation should be clearly documented in the user documentation for the product.

3.0 SUPPORT FOR CARD AND SOCKET SERVICES AND THE APPLE PCMCIA SPEC

There are several Card and Socket Services API calls that are unique to the Mac OS that must be supported by card developers. These are detailed in the developer note *Developing PC Card Software for the Mac OS*. Calls which are necessary for compliance will be discussed here, but the developer is directed to the developer note for a full treatment.

Client Registration

Clients are registered synchronously, a deviation from the PCMCIA handler. This is done by calling `CSRegisterClient` and passing a Universal Procedure Pointer to the event handler. After registration and initialization, clients must call `CSVendorSpecific` with the `EnableSocketEvents` function code to notify the Card Services that the client is ready to receive messages.

Card Insertion Messages

A card insertion message (`kCSCardInsertionMessage`) is sent to all clients to notify them that a card has been inserted in a specific socket. It is important not to access the card at this point, because doing so may result in Bus Errors. The client must wait until it receives the `kCSCardReadyMessage` before accessing the card.

Card Ready Messages

When a client receives a card ready message, it may use `CSGetConfigurationInfo` to determine the card type and to parse for specific tuples that indicate that the card is one the client can communicate with. It may then reserve card resources preventing other clients from operating the card in a manner that interferes with the first client.

Card Removal Messages

Clients should react appropriately to the `kCSCardRemovalMessage`. Because cards may be removed manually by the user, clients must provide some protection against bus errors in the event that access attempts are made after the card is removed. This protection is not provided by Card Services.

Ejection Failed Messages

The ejection failed message (`kCSEjectionFailedMessage`) is specific to the Mac OS. It is sent to each client after an ejection has been approved but cannot be completed.

Client Information Messages

The client information message (kCSClientInfoMessage) is sent to the client whenever a call to GetClientInfo is made using the client's ID. This may happen in response to the user selecting the card in the Finder and choosing Get Info from the File menu. This mechanism provides a mechanism for the developer to provide card specific information to the user, such as custom card names, card types or card icons.

Power Management Suspend Messages

This message is sent to registered clients whenever the computer is going into sleep mode. Clients should note the configuration of cards and sockets as they are responsible for restoring this state after the computer wakes from sleep mode.

Clients are also responsible for properly handling termination of data and fax transmissions when the system enters sleep. If transmissions are still pending, the kCSPMSuspendMessage will be issued after the last I/O access is completed. The client must then keep track of any pending actions to be carried out after the system wakes. (This might include post-processing of an incoming fax for example)

Power Management Resume Messages

Clients should always make sure when receiving this message that the card in the socket is the same card the client was using when the computer went into sleep mode, as the user may have swapped cards while the computer was asleep.

Clients are also responsible for completing any pending actions that did not occur before sleep.

4.0 HUMAN INTERFACE REQUIREMENTS

There are several human interface issues that are important to developers designing their own panels or developing software for PC Cards in the PowerBook environment. It is essential that cards conform to the necessary guidelines detailed below:

Manual Card Ejection

PC Card ejection is currently supported by use of software commands. This is controlled by Card Services and allows a card to be ejected after all clients of the card have been notified that ejection is about to occur. Clients currently using resources on the card may either refuse the request by notifying the user of the reason the card cannot be ejected or may allow the card to be ejected.

Because the card can be ejected manually by the user without regard to the safety measures detailed above, it is essential that Clients be cautious about accessing PC Card addresses directly as the registers or memory locations may not be available. Card Services has a built-in mechanism to deal with such access faults by sending access error messages to all registered PC Card clients. Clients should set an internal flag when this message is received and halt further accesses to the card.

Card Services Client Registration

I/O Cards must properly support the Card Insertion, Card Ready and Card Removal messages so that the Card Services Finder Extension can display and remove the Card's Icon(s) from the Finder Desktop

Card Icons

Each installed PC Card is identified by an icon on the Desktop (or in the case of multi-function cards, each function of a card). These may be either the default icon or a custom icon supplied by the developer. Custom icons that indicate the purpose of the card are encouraged. In addition, by supplying a name in the level 1 version tuple, the default name can be overridden. If a name is not provided, the card will be assigned the name Untitled. Cards must supply a non-generic name to be Qualified.Card Information Display

The Finder allows PC Cards to display information about themselves when the user selects the card and chooses Get Info from the File menu. The Card Services Finder Extension provides info such as the icon, name, function and location of the card in the Get Info window. These may be overridden by the developer by use of utilizing the kCSCardName, kCSCardType, and kCSCardIcon sub-functions of the GetClientInfo Parameter Block in response to GetClientInfo call to the client.

Custom Card Actions

Custom actions are a response to the user double-clicking a card in the Finder. Apple does not currently implement a standard icon opening behavior for PC Cards, however, the developer can supply one using the kCSActionProc sub-function of the GetClientInfo Parameter Block in response to such an action by the user. Examples of such actions might include opening the Network control panel when double-clicking a LAN card or launching a user specified fax application when opening a fax card.

5.0 COMPATIBILITY WITH APPLE SYSTEM SOFTWARE

Cards and drivers must be compatible with Apple System Software (Mac OS 7.5.2 or later) and appropriate extensions. This means that Modem cards must maintain compatibility with the Communications Toolbox; Video Cards must support Display Manager, and SCSI cards must be SCSI 4.3 compliant. All LAN cards must be compatible with PowerTalk; standard as well as QuickDraw GX style printing, standard EtherTalk/TokenTalk drivers and chooser extensions, AppleShare and FileSharing. Additional requirements are discussed in the relevant sections for individual cards.

6.0 POWER MANAGEMENT

A key feature of Macintosh PowerBook computers is their ability to sleep without shutting down. This feature conserves battery power by shutting down power to all functions except DRAM refresh. It is essential that cards support sleep functionality without requiring the user to eject the card prior to sleep. Drivers should implement support for the kCSPMSuspendMessage and kCSPMResumeMessage messages, and must re-establish the

configuration of cards and sockets when the computer wakes from sleep mode.

Clients should also store the state of the system prior to sleep to insure that pending actions are completed when the system is restored from sleep. Examples of such actions might include post-processing of an incoming fax or re-transmission of a data file.

7.0 DOCUMENTATION

Documentation must accompany all card products and should demonstrate all functions and features of the product as they are used on a Macintosh. Products that have a single SKU for both PC and Macintosh must have documentation covering installation of any custom software and set-up and usage on a Macintosh in addition to the PC. It is not acceptable to describe features and installation on the PowerBook by utilizing illustrations or instructions for the PC.

Documentation should cover installation and removal of the card, installation and removal of software via the installer, and common problems / troubleshooting ideas.

Products intended for sale in countries outside the United States and Canada must be documented in the prevailing language of the countries / regions they will ship, i.e. products that will be sold in France must be documented in French.

8.0 INSTALLER FOR CUSTOM SOFTWARE

Products that require custom software (other than the standard built-in modem driver) or that modify the system file or system resources must install their software by means of an installer and installation script. The preferred method would utilize the Installer 4.0 that ships on the Mac OS Software Developers Kit available from APDA or through Apple Developer Services, although third party installers may be used as well.

The installer should install ALL required files and the user should not have to resort to installing other software in order to make the product work. This means that products that require the existence of Apple drivers not part of the standard Mac OS 7.5 System install, must install them as part of their Installation process.

Lastly, the installer should provide a de-install function that removes all installed files and system resources from the users system. If the developer is using a third party installer that does not provide a de-install function, clear instructions must be provided to the user indicating which files should be removed and where in the system they are located. If the installer modifies the System file or the System Enabler, the developer must provide a means of de-installing any resources without requiring the user to edit the file herself.

9.0 FIRMWARE FLASHER FOR FIELD UPGRADABILITY

If the PC Card is manufactured with flashable ROM, the developer should provide the means for users to upgrade firmware in the field by means of a firmware flasher application which runs on the Mac OS. Ideally this will be a simple application with a standard file dialog interface that allows the user to open a firmware ROM file and flash the existing firmware with the newer version.

This upgradability allows the developer to provide bug fixes to the field without requiring the user to send their card in for service.

10.0 ADDITIONAL CRITERIA BY CARD TYPE

This sections describes that additional requirements that pertain to particular card types. Support of these criteria is required in addition to the general criteria above.

ATA / Storage cards

Standard ATA / Storage cards are supported by the PowerBook PCMCIA implementation without the need for custom drivers. Cards should be able to support a Hierarchical File System and, in the case of storage cards larger than 250 megabytes, should support HFS multiple partitions.

Ethernet LAN cards

Ethernet cards must provide cables for either thin-net or 10Base-T connections. Developers must provide their own ADev for their card to allow users to select the card in the Network control panel. Custom actions that open the Network control panel when the user double-clicks the Card icon in the Finder are strongly encouraged. The Installer must install all necessary files for the user to be able to use the card. It should not be necessary to install software from other sources to use the card.

Cards and software must be AppleShare and PowerTalk compliant allowing users to access standard network services such as printing, file sharing, and mail services.

Cards should support sleep by disconnecting from network services when the user chooses to sleep the system. Behavior should be similar to built-in networking services.

Modem cards

Modem cards must support all of the standard Hayes compatible AT commands for data and/or fax transmission including: AT, AT&, AT%, AT\, AT+, AT) (for modems implementing MNP 10), and +Fnn for fax class 1 & 2 or class 1.

Card products must ship with connection files for Apple Remote Access and e•World. In addition, if the product ships with a PC compatible fax package, it must also include a Mac based fax solution compatible with the card capable of sending and receiving fax communications.

Modem cards are one of the few classes of product that require additional support for international certification. Cards and drivers must support the international phone systems in the countries in which they will ship and must be certified for each country outside of the United States and Canada in which they will ship.

Cards implementing their own Modem and Fax clients should be certain to support power management by allowing the system to be slept when the card is active. The client should keep track of the state of the system so that pending actions may be continued when the system returns from sleep.

Multi-function cards

Modem/ Ethernet cards

Modem / Ethernet cards must satisfy the requirements for both types of cards detailed above, plus they must also implement the additional Card Services support for multi-function cards (registration of functions/clients, display of function icons on the desktop, etc.)

Video In/Out cards

Cards that implement Video In/Out functionality must provide their own QuickTime compatible Video Digitizer and be compatible with QuickTime 2.0 or later. Video drivers must be Display Manager compliant and support NTSC standard timing for shipment in the United States and Canada. (Shipping in countries outside the U.S. and Canada will require support for PAL and/or SECAM standards in addition to NTSC)

APPENDIX A: Information and reference documents for the MPQ program

Information and documentation related to the Macintosh PowerBook Qualified program may be obtained several ways.

Through Developer Support:

Developer Technical Services (DTS)	APDA
AppleLink: DEVSUPPORT	AppleLink: APDA
Internet: devsupport@applelink.apple.com	Internet: apda@applelink.apple.com
WWW: http://www.info.apple.com/dev/dts.html/	WWW: http://www.info.apple.com/dev/apda.html/
	Phone: U.S. (800) 282-2732
	CAN (800) 637-0029
	INTL (716) 871-6555
	Fax: (716) 871-6511
	Post: APDA
	Apple Computer, Inc.
	P.O. Box 319
	Buffalo, New York 14207-0319

Electronically:

On Internet:	http://www.info.apple.com/dev/mpq.html
On AppleLink:	Developer Support:Developer Services:xxxx:xxxx
On E•World:	Computer Center:Developer Corner:Apple Developer Services:Developer Information: Developer Support Programs

REFERENCE DOCUMENTS

MPQ Pre-Testing Guidelines
MPQ Technical Specification
“Macintosh PowerBook Qualified” Program Participation Agreement
Product Testing Agreement
Developer Note: Developing PC Card Software for the Mac OS
Developer Notes: for the PowerBook 5300 and PowerBook 190
PCMCIA Card Specification Guidelines v. 2.1

MACINTOSH POWERBOOK QUALIFIED PRE-TESTING GUIDELINES

 Apple Computer, Inc.

Version:

1.0

Rev. August 29, 1995

Thank you for participating in the Macintosh PowerBook Qualified Logo certification program! This Pre-Testing guideline will help you determine if your product is ready to be submitted to PowerLabs for Macintosh PowerBook Qualified Logo certification. By following these guidelines to test your product before submission, you can have a high level of certainty that your product will subsequently pass the Macintosh PowerBook Qualified certification process. In addition, this will help to ensure a quicker turnaround of your product and help prevent the need for retesting.

Keep in mind, PowerLabs will not be conducting quality assurance testing of your product or ensuring the overall quality of your product. PowerLabs will be testing to make certain that your product meets the requirements set out in the Macintosh PowerBook Qualified Technical Specification document and that it does not generate system crashing faults.

Your product should be in the final stages of development and in a shipping ready state. All software features of the product must be fully implemented and functional, documentation should be complete, and the installer for custom software functional. There should be no feature changes to your product after submission for certification. When your product is final and ready to ship, you will need to send 3 copies to PowerLabs and Apple. PowerLabs will reserve the right to perform random retests of licensed products to ensure that final products meet the certification criteria.

These pre-testing guidelines are based upon Apple's published Macintosh PowerBook Qualified Technical Specification. These guidelines should not be taken as a substitute for careful study of that document, however.

These guidelines are broken up into 4 main sections:

- Section A: General Guidelines for all products
- Section B: Additional pre-testing for Modem Products
- Section C: Additional pre-testing for Ethernet LAN cards
- Section D: Additional pre-testing for multi-function Modem/Ethernet cards

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SECTION A: GENERAL GUIDELINES

This section applies to all PC Card products:

1) Confirm proper response to Card Services messages

- Validate proper response to Card Insertion and Card Ready messages by inserting a card into a valid socket and verify that the system does not bus error by accessing the card before the Card Ready message is issued.
- Validate that the Ejection Failed message is handled correctly by attempting to eject the card when the card is physically blocked from ejection.
- Validate that the client correctly handles the Power Management Suspend and Resume messages by attempting to sleep the system when the card is active. In addition, swap cards when the system is asleep and make sure the client correctly handles the incorrect card on system wake-up.
- Validate that the client correctly handles the resumption of pending activities when the system is awakened. Clients should correctly handle the completion of pending tasks.

2) Confirm Human Interface compliance

- Validate proper response to manual card ejection by ejecting the card with a paper clip without using the software eject mechanism and verify that the client responds correctly.
- Validate that the card's icons appear on the desktop when the card is inserted and that card icons disappear when the card is ejected.
- Validate that the correct desktop icons are displayed when the card is inserted. Modem cards should make use of the generic modem icon unless it has been superseded by the developer.
- Validate that the correct information is displayed in the Get Info window when the card is selected on the desktop. The window should contain the icon, description and location of the card.
- Validate that double-clicking the desktop icon or selecting Open . . . from the File Menu when the Card is selected in the Finder performs the correct Custom Card actions or responds with the generic dialog (This card adds functionality to your Macintosh. It cannot be opened.)

3) Confirm compatibility with currently shipping Apple System Software

- Validate that card and any associated drivers are compatible with the currently shipping Apple System Software. This should be done using the software installed by the factory on an appropriate Macintosh PowerBook or by using the Easy Install option of the System Software Installer.
- Validate that custom installed software does not interfere with the normal operation of the Macintosh. If your installer installs resources into the system file or replaces existing system resources, the resources must not interfere with the normal functioning of the Macintosh. This applies especially to Networking cards that may modify Networking system resources.

4) Confirm compatibility with Power Management

- Validate that card and any associated drivers successfully power down when the system is put to sleep. The card should draw no more than 25 mA when the system is sleeping.
- Validate that the configurations of cards and sockets are restored when the system wakes up from sleep.

5) Documentation

- Documentation describes the functionality of the card using artwork and examples taken from the Macintosh.
- Documentation describes the steps necessary for proper installation and removal of the card and any cables/adapters essential to the operation of the card
- Documentation describes the steps necessary to run the installer to install and/or de-install any additional software to use the card.
- Documentation is available in the native language of the countries outside the U.S. and Canada in which it is to be sold?

6) Software Installation

- Does the installer install all software necessary for the proper use of the card?
- Does the provide a de-install operation? This must remove all installed files and system resource if the system file is modified or direct the user to remove the appropriate files.

7) Firmware Upgradability

- Is the card upgradable to new versions of firmware?
- Is a firmware flashing application installed to allow the customer to perform this field upgrade from the Mac OS?

SECTION B: ADDITIONAL PRE-TESTING FOR MODEM PRODUCTS**1) Confirm basic Modem functionality and Mac support**

- Validate that the card and any associated drivers support the standard Hayes compatible AT command set for Data and/or Fax transmissions.
- Does the installer install connection files for Apple Remote Access, and e•World?
- If the product ships with a PC compatible fax application, is a Mac based application included as well?

- Validate that the client correctly handles the resumption of pending activities when the system is awakened. Clients should correctly handle the completion of pending tasks. (This can be tested by putting the system to sleep when the client is receiving a fax transmission.)
- Does the card support the tele-communications standards of the countries outside the U.S. and Canada in which it is to be shipped?

SECTION C: ADDITIONAL PRE-TESTING FOR ETHERNET LAN CARDS**1) Confirm basic networking functionality and Mac support**

- Are appropriate networking cables included?
- Does the correct Network Adev appear in the Network control panel?
- Does the card support AppleShare and PowerTalk?
- Does the card display the appropriate icon if it is the second or subsequent Ethernet device installed in the system?
- Does the card correctly terminate network services when the system is put to sleep?
- Test Printing using both standard and QuickDraw GX drivers

SECTION D: ADDITIONAL PRE-TESTING FOR MULTI-FUNCTION MODEM/ETHERNET CARDS**1) Confirm basic functionality and Mac support**

- Are appropriate cables included for each function of the card?
- Does the card meet the criteria for the Modem and Ethernet cards described above?
- Does the card correctly support multiple registration of clients to Card Services?

**“MACINTOSH POWERBOOK QUALIFIED”
PROGRAM PARTICIPATION AGREEMENT**

(U.S., Canada and Japan only)¹

THIS “MACINTOSH POWERBOOK QUALIFIED” PROGRAM PARTICIPATION AGREEMENT (“Agreement”) is made by and between **APPLE COMPUTER, INC.**, a California corporation (“Apple”), and the person or entity identified as “Participant” in Addendum 1, Section A attached hereto and incorporated herein by this reference (“Participant”).

RECITALS

A. Apple has created the “Macintosh PowerBook Qualified” Program (the “Program”) for testing the compatibility of third-party PC Card-based products intended to be used with Apple’s Macintosh PowerBook portable computers.

B. Participant wishes to participate in the Program, and Apple wishes to have Participant participate in the Program, in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Apple and Participant agree as follows:

1. DEFINITIONS. As used in this Agreement, and in addition to any terms otherwise defined in the text of this Agreement, the following terms shall have the following meanings:

a. “Mark” shall mean the “Macintosh PowerBook Qualified” logo depicted in Addendum 2 hereto, and any updates or revisions thereto.

b. “Mark Specifications” shall mean Apple’s guidelines and specifications for the use of the Mark as appended hereto in Addendum 3, and any updates or revisions thereto.

c. “Product” or “Products” shall mean those only those product(s) identified in Addendum 1, Section B.

¹Participants located in Europe may be required to sign a version of this Agreement that is not included with this package. Please contact the MPQ Program office for further details.

d. “Qualified Product” or “Qualified Products” shall have the meaning set forth in Section 3(b) of this Agreement.

e. “Qualified Territory” shall mean those countries within the Territory for which a particular Product has been qualified pursuant to Section 3 of this Agreement

f. “Quality Standards” shall mean Apple’s quality standards and specifications for the Products set forth in Addendum 1, Section E.

g. “Quality Control” shall mean Apple’s process for assessing and ensuring the quality of the Products, as set forth in Addendum 1, Section F.

h. “Territory” shall mean those countries listed in Addendum 1, Section C.

2. REQUIREMENTS FOR PARTICIPATION. Participant shall be permitted to participate and continue participating in the Program with regard to a particular Product, and shall have the license rights set forth in Section 4 of this Agreement, only if all of the following conditions are fulfilled at all times during the term of this Agreement:

a. Participant is a member in good standing, with all fees paid, of Apple’s Apple Developer Associate Plus or Apple Developer Partner programs;

b. The Product is initially tested in accordance with the terms of this Agreement and determined to be a Qualified Product and remains a Qualified Product throughout the term of this Agreement; and

c. Participant fulfills all obligations imposed on Participant by this Agreement.

3. TESTING

a. **Product Testing Agreement; Initial Testing.** Participant shall enter into a Product Testing Agreement with PowerLabs, a California general partnership, in the form attached hereto as Addendum 4 and incorporated herein by this reference. PowerLabs (or such other entity designated by Apple from time to time) shall, pursuant to such Product Testing Agreement, perform initial compatibility testing of the Products. Any default by Participant under the terms of the Product Testing Agreement shall be deemed a Default (as that term is defined in Section 5 of this Agreement) under this Agreement.

b. **Initial Testing: Positive Outcome.** Upon Apple’s receipt of a Certificate of Qualification for a particular Product from PowerLabs pursuant to Section 8(b) of the Product Testing Agreement, such Product shall, subject to the fulfillment of the other requirements of Section 2 of this Agreement, be deemed a Qualified Product within the Qualified Territory listed on such Certificate, and Apple shall, within a reasonable time, provide Participant with

the name of a printer to produce stickers and other materials bearing the Mark and the approved artwork for the Mark to be used in conjunction with the Qualified Products.

c. **Initial Testing: Negative Outcome.** If any of the Products fails the initial testing and Participant wishes to resubmit such Products to PowerLabs for further testing, then such retesting and any modifications to the Products done in anticipation of such retesting shall be done at Participant's sole cost and expense.

d. **Subsequent Testing.** Participant acknowledges and agrees that designation as a Qualified Product applies only to the model number and version of the Product actually tested as of the date that such tests were conducted. Participant shall, at its sole cost and expense, conduct all testing and make all changes to Qualified Products necessary to ensure that such Products remain compatible with Apple's Macintosh PowerBook computers and for use in the Qualified Territory despite any changes or updates to any hardware, software or firmware, whether such changes or updates are caused by Apple, Participant or any third party. If Apple determines that any previously Qualified Product is no longer compatible with the Macintosh PowerBook computers or for use in the Qualified Territory, then such occurrence shall be considered a Default (as that term is defined in Section 5(c) of this Agreement) permitting Apple to terminate this Agreement for cause pursuant to Section 5(c)(i) of this Agreement. Such default shall be deemed cured only if, prior to the expiration of the cure period set forth in Section 5(d) of this Agreement, Participant provides Apple with test results and such other proof as Apple reasonably deems necessary showing that the Qualified Product is once again compatible with Apple's Macintosh PowerBook computers.

4. LICENSE RIGHTS

a. **Grant by Apple.** Subject to fulfillment of the requirements of Section 2 of this Agreement, Apple hereby grants to Participant a non-exclusive, nontransferable, royalty-free license to use the Mark solely on the Qualified Products, their packaging, and on advertising and promotional literature therefor, within the Qualified Territory during the term of this Agreement. Participant recognizes the value of the goodwill associated with the Mark, and acknowledges that such goodwill exclusively inures to the benefit of and belongs to Apple. Apple retains all rights not expressly conveyed to Participant by this Agreement, and shall have the right to grant non-exclusive licenses to others to use the Mark for the same, similar, or unrelated goods as the Products.

b. **Limitations on Participant.** Participant has no rights of any kind whatsoever with respect to the Mark licensed under this Agreement except to the extent of the license hereby granted. Participant acknowledges and agrees that this license does not extend to or include the right to use the Mark, and Participant warrants and represents that it will not use the Mark, on or in connection with any goods or services other than the Qualified Products, or on or in connection with any products that are or could be deemed by Apple, in its reasonable judgment, (a) to be obscene, pornographic, excessively violent, or otherwise in poor taste, or (b) that are themselves unlawful or whose purpose, object, or intent is to encourage unlawful activity by others. Participant further agrees to refrain from using or filing any application(s) to register, in any class and in any country, any trademark and/or service mark that is the same as, is similar to, or contains, in whole or in part, any and/or all of the Mark licensed hereunder, in the name of or on behalf of Participant, its subsidiaries, or related companies, or in the name of or on behalf of any officer, director,

employee, agent, servant, or other juristic entity within the control of, or which controls, Participant. The provisions of this Section 4(b) shall survive the expiration or other termination of this Agreement.

c. **Participant's Obligation to Use Mark.** Participant acknowledges and agrees that its use of the Mark on the Qualified Products shall be obligatory and not discretionary, and shall at all times be strictly in accordance with the terms and provisions of this Agreement.

d. **No Implied License.** Except as specifically set forth in this Agreement, no other license (expressly or impliedly, by estoppel or otherwise), immunity, or other right is granted by Apple to Participant under this Agreement.

e. **Mark Licensed "AS IS."** Apple licenses the Mark to Participant hereunder solely on an "AS IS" basis. APPLE MAKES NO WARRANTIES, TO PARTICIPANT OR ITS CUSTOMERS OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE MARK OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO ITS NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. TERM AND TERMINATION.

a. **Term.** The term of this Agreement is set forth in Addendum 1, Section D.

b. **Termination Without Cause.** Either party may terminate this Agreement without cause on ninety (90) days' written notice to the other party.

c. **Termination For Cause.** Without prejudice to any other rights which it may have under this Agreement or in law, equity or otherwise, Apple shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events (each a "Default"):

(i) If Participant defaults in the performance of any of its obligations or breaches any term, provision, warranty or representation under this Agreement or under the Product Testing Agreement;

(ii) If Participant shall make any assignment for the benefit of creditors, or shall file any petition under the bankruptcy or insolvency laws of any jurisdiction, country or place, or shall have or suffer a receiver or trustee to be appointed for its business or property, or be adjudicated a bankrupt or an insolvent;

(iv) If any government agency or court finds that the Products are defective in any way, manner or form;

(v) If actual or potential adverse publicity or other information, emanating from a third party or parties, about Participant, the Products, or the use of the Mark by Participant is such that Apple, in its reasonable judgment, believes that Apple's reputation will be adversely affected; or

(vi) If Participant without the prior written approval of Apple, shall sell, assign, or otherwise transfer or convey all, or a substantial portion of, its assets to a third party or parties; all, or a majority of, its shares to a third party or parties; and/or the portion(s) of its business devoted solely to the production and/or promotion of the Products.

d. **Right to Cure.** In the event of a Default, Apple shall give notice of the Default and of termination of this Agreement in writing to Participant. In the event of a Default under subdivision (c)(i), Participant shall have thirty (30) days from the date of notice in which to correct any Default; if Participant fails to correct the Default within the notice period, this license agreement shall terminate on the last day of such notice period. In the event of a Default under subdivisions (c)(ii) through (c)(vi), this Agreement shall terminate upon the giving of such notice.

e. **Effect of Termination.** Upon termination of this Agreement for any reason, all rights and licenses granted hereunder to Participant shall immediately terminate and automatically revert to Apple, and Participant shall immediately cease to produce new or additional Products bearing the Mark. If this Agreement is terminated pursuant to Section 5(b) of this Agreement, Participant may continue to sell off or otherwise deplete its reasonable inventory of Products then existing as of the effective date of termination for a period not to exceed ninety (90) days from such date, PROVIDED that such inventory is in strict compliance with the requirements of Sections 3 and 6 of this Agreement.

6. USE AND APPROVALS.

a. **Use of the Mark By Participant:** Participant agrees that all use of the Mark by Participant shall be in strict compliance with the Mark Specifications.

b. **Trademark Ownership and Compatibility Statements:** All packaging, manuals, user guides, advertisements, promotional materials, and other documentation for the Products shall include all trademark ownership and compatibility statements required pursuant to the Mark Specifications.

c. **Quality Standards:** Participant warrants, represents, and agrees that the Products will at all times during the term of this Agreement be rendered in strict compliance with the Quality Standards.

d. **Quality Control:** Participant warrants, represents, and agrees that it shall adhere to the Quality Control requirements of this Agreement. In the event that Apple (or its designated agent) determines that the Products do not meet the Quality Control requirements or are not in strict compliance with the requirements of the Mark Specifications, Participant shall be considered in breach of this Agreement and subject to the termination provisions of Section 5 of this Agreement.

7. SPECIFIC UNDERTAKINGS OF PARTICIPANT. Participant agrees that:

- a. During the term of this Agreement and after the termination of this Agreement, Participant will not attack, interfere with or bring any kind of action or legal or administrative proceeding in relation to (i) the rights and title of Apple in or to the Mark; or (ii) the registration, or application for registration, anywhere in the world, of the Mark by Apple;
- b. Participant will not attack the validity of the license to Participant granted hereunder;
- c. Participant will not harm, misuse or bring into dispute or disrepute the Mark or Apple;
- d. Participant will render the Products in an ethical manner and in accordance with the terms and intent of this Agreement;
- e. Participant will not create any expenses chargeable to Apple without Apple's prior written approval;
- f. Participant will protect, to the best of its ability, its right to carry on this Agreement and produce the Products in accordance with this Agreement; and
- g. Participant will comply with all laws and regulations relating or pertaining to the production, promotion, advertising or performance of the Products; shall maintain the highest quality and standards; and shall comply with the requests and regulations of any agencies which have jurisdiction over the Products.
- h. Participant shall be solely responsible for all design, development, production, marketing, promotion, distribution, sale, service, use and support of the Products.

8. INDEMNIFICATION

- a. **By Participant:** Participant hereby agrees to indemnify and hold Apple harmless against any loss, liability, damage, cost, or expense (including reasonable legal fees) arising out of any claims or suits, whatever their nature and however arising, that may be brought or made against Apple or its subsidiaries, affiliates, officers, directors, employees, agents and independent contractors (i) by reason of Participant's breach, default, performance, or nonperformance of this Agreement; (ii) arising out of the use by Participant of the Mark in any manner whatsoever except in the form expressly licensed hereunder; and/or (iii) for any personal injury, product liability, or other claim arising from the design, development, production, marketing, promotion, distribution, sale and/or offer for sale, performance, use service and/or support of the Products, or of the contents therein. Apple shall promptly notify Participant, in writing, of any claim or proceeding brought against it for which it seeks indemnification hereunder.

b. **By Apple:** Apple hereby agrees to defend, indemnify, and hold Participant harmless against any loss, liability, damage, cost, or expense (including reasonable legal fees) arising out of any claims or suits that may be brought or made against Participant on the grounds that the Mark infringes the trademark rights of a third party, PROVIDED that Apple shall have sole control over the selection of counsel and the defense of the claim or any settlement thereof, and PROVIDED that Participant shall provide Apple with its reasonable assistance in the defense of such claim, and PROVIDED that Participant shall promptly notify Apple, in writing, of any claim or proceeding brought against it for which it seeks indemnification.

9. GENERAL

a. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF PERFORMANCE UNDER THIS AGREEMENT REGARDLESS OF THE LEGAL THEORY UNDER WHICH ANY SUCH CLAIM MIGHT ARISE, INCLUDING (BUT NOT LIMITED TO) BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT INDEMNITY OR PRODUCTS LIABILITY. Without limiting the generality of the foregoing, neither Apple nor PowerLabs shall be responsible for any damages resulting in any way from the failure of a Product to pass testing or from PowerLabs' failure to complete testing of a Product in a timely manner.

b. **No Agreements Binding Other Party.** In no event shall either party enter into any third-party agreements that would in any manner whatsoever affect the rights of, or bind, the other party to said third party in any manner without the prior written consent of the other party, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

c. **Notices.** All notices required under this Agreement will be in writing, will reference this Agreement, will be effective as of the date of receipt, and shall be delivered or mailed certified receipt or sent by confirmed facsimile to each party at the addresses set forth under each party's signature to this Agreement or, for the purpose of paragraph 4, to Apple's designated agent at an address to be provided by Apple for such purpose.

d. **Governing Law.** This Agreement will be governed by and construed according to the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents, except for that body of law relating to conflict of laws. Any litigation or other dispute resolution between the parties relating to this Agreement shall take place in the Northern District of California or in a state court within that District. The parties consent to the personal jurisdiction of and venue in the state and federal courts within that District with respect to this Agreement.

e. **Equitable Relief:** Participant recognizes and acknowledges that a breach by Participant of any of its covenants, agreements, or undertakings hereunder will cause Apple irreparable damage, which cannot be readily remedied in monetary damages in an action at law, and may, in addition thereto, constitute an infringement of the licensed Mark. In the event of any default or breach by Participant that could result in irreparable harm to Apple or cause

some loss or dilution of Apple's goodwill, reputation, or rights in the Mark, Apple shall be entitled to an immediate injunction in addition to any other remedies available, to stop or prevent such irreparable harm, loss, or dilution.

e. **Attorneys' Fees:** If any legal action is brought hereunder to enforce or interpret this Agreement, the successful or prevailing party shall, in addition to any other relief to which such party is entitled, recover from the other party all of its costs incurred in such action (including, but not limited to, reasonable attorneys' fees), including any appeal of any judgment rendered in any such action or any efforts of collection of such judgment, for which purpose this provision shall survive and shall not be merged into such judgment, and shall form the basis for a separate action by such prevailing party.

f. **No Partnership.** This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Apple and Participant. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party whether express or implied, or to bind the other party in any respect whatsoever.

g. **Entire Agreement.** This Agreement, including all Addenda, constitutes the entire agreement between the parties concerning the subject matter hereof. Any waiver, variation, or amendment of any term or condition of this Agreement shall be effective only if signed by authorized representatives of both parties hereto, provided that in the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, void, or otherwise unenforceable, the remaining provisions shall remain in full force and effect.

h. **No Waiver.** No waiver of any breach or default by Participant of this Agreement shall be effective unless in a writing signed by an Apple director or vice president with supervisory authority over this Agreement.

i. **Force Majeure.** Neither party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, act of government, or an act that is beyond the reasonable control of either party, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to continue to so perform or cure. In the event of such a Force Majeure, the time for performance or cure will be extended for a period equal to the duration of the Force Majeure, but in no event more than thirty (30) days.

j. **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 this Agreement shall be enforced to the maximum extent permissible to effect the intent of the parties and the remainder of this Agreement shall continue in full force and effect.

k. **Interpretation.** This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be fairly interpreted according to its terms and without any strict construction in favor of or

against either party. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

l. **Assignment.** The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors, executors and administrators, as the case may be.

m. **Signatures By Facsimile.** Signatures received by facsimile shall have the same force and effect as an original signature, PROVIDED that such facsimile signature is confirmed by receipt of an original signature within ten (10) business days after the date on which such facsimile signature was signed.

n. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which counterparts will be deemed an original, but all of which counterparts together will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the dates set forth beneath their respective signatures, effective as of the date of Apple's signature:

APPLE COMPUTER, INC.
"APPLE"

Print Name:
"PARTICIPANT"

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Dated: _____

Dated: _____

**“MACINTOSH POWERBOOK QUALIFIED”
PROGRAM PARTICIPATION AGREEMENT
ADDENDUM 1
(Please print or type all requested information)**

A. Participant:

Company Name: _____

Address: _____

Telephone No.: _____

Facsimile No: _____

Contact Name: _____

Title: _____

B. Products:

Participant's PC Card technology-based products as follows:

_____	_____
_____	_____
_____	_____

C. Territory: Participant seeks qualification of the Products for use in the following countries:

_____	_____
_____	_____
_____	_____

D. Term: This Agreement shall be valid for two (2) years from the effective date of execution by Apple of this Agreement, unless sooner terminated pursuant to the provisions of the Agreement.

E. Quality Standards: The Products will, at all times during the term of this Agreement, (i) run on, be compatible with, or otherwise be for use in connection with Apple's Macintosh PowerBook Systems and (ii) be PCMCIA 2.1 compliant.

F. Quality Control: Prior to the first commercial shipment of any Product, Participant shall submit to Apple (or its designated agent): (i) two (2) copies of the Product in commercial format, including all software, packaging, and documentation therefor, and (ii) written certification, signed by an officer, director, or other principal of Participant, that (a) the Product does and will meet the Quality Standards during the term of this Agreement, (b) the use of the Mark is in strict compliance with the requirements of the Mark Specifications, and (c) all required statements are in strict compliance with the Mark Specifications. Such written certification shall be in the form set forth below:

Certification Letter

Complete, sign, and return with one (1) copy of each Product in commercial format prior to first commercial shipment.

Participant Name: _____

Products: _____

Agreement Date: _____

I hereby submit one (1) copy of the Products in commercial format prior to first commercial shipment and certify as follows:

- (a) The Products do and will meet the Quality Standards during the term of the above- referenced Agreement;
- (b) The use of the Mark is in strict compliance with the requirements of the Mark Specifications; and
- (c) All required statements are in strict compliance with the Mark Specifications.

Signature: _____

Print Name: _____

Print Title: _____

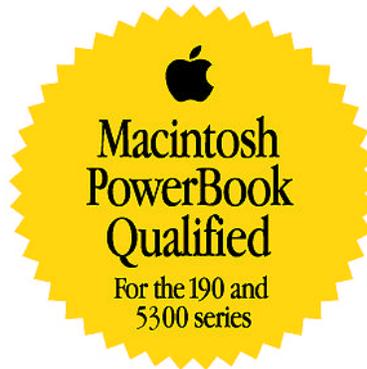
Print Company: _____

Print Address: _____

Dated: _____

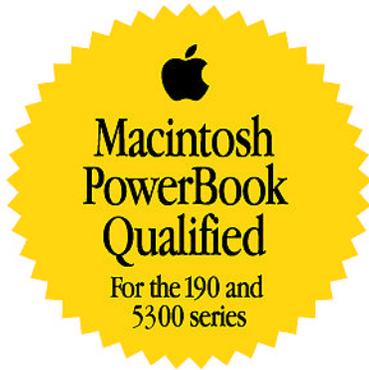
**“MACINTOSH POWERBOOK QUALIFIED”
PROGRAM PARTICIPATION AGREEMENT**

**ADDENDUM 2
“MACINTOSH POWERBOOK QUALIFIED” Logo**



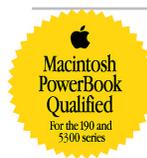
**“MACINTOSH POWERBOOK QUALIFIED”
PROGRAM PARTICIPATION AGREEMENT**

**ADDENDUM 3
MARK SPECIFICATIONS**



Printing Specifications

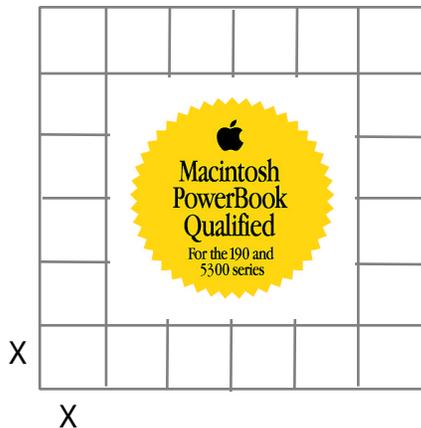
- Background prints PMS 116 Yellow. For process color use 100% Y + 15% M.
- Type prints black



.75 inch

Minimum Size

Do not print the logo any smaller than .75 inch in diameter, as shown.



Clear space requirements

- For packaging: other stickers or logos should not enter the clear-space area shown here.
- For advertising and promotional materials: Elements such as graphics, type, photographs, and illustrations should not enter the clear-space area shown here.

X = one quarter the diameter of the logo. The clear space should measure x on all sides of the logo.

**SPECIFICATIONS AND REQUIREMENTS FOR USE OF APPLE TRADEMARKS BY THIRD PARTY
LICENSEES, RESELLERS, AND DEVELOPERS**

These guidelines are for Apple trademark and software licensees, resellers, developers, and other third parties who wish to use Apple's trademarks or service marks in promotional, instructional or reference materials or on their products or packaging. Please refer to these Specifications and Requirements, to any written agreement (and any Exhibits or Addenda) between you and Apple that grants you the right to use Apple trademarks or service marks, and to the Apple Fund Guidelines (qualified resellers only) to be sure you are using Apple's marks in an authorized manner.

Apple's trademarks, service marks, trade name, and trade dress are valuable property rights. The failure to comply with these Specifications and Requirements may result in breach of your agreement with Apple and your liability for trademark infringement, unfair competition and passing off. If you have any questions, talk to your Apple representative or send an AppleLink to Apple's Trademark Department (APPLETM).

I. APPLE'S TRADEMARKS AND SERVICE MARKS

APPLE COMPUTER, INC., APPLE, AND THE APPLE LOGO:

- **The Apple Computer, Inc. and Apple Trade Name.** Third parties may not use the trade names Apple Computer, Inc. and/or Apple except to denote or refer to Apple Computer, Inc.
- **Third parties may not use "Apple" as the name -- or in the name of -- any computer related company or store.**

- **The Apple Trademark and Service Mark:**
 - Third parties may not use the trademark or service mark Apple except to denote or refer to goods or services offered by Apple Computer, Inc. .
 - **Third parties may not use "Apple" in the name of any computer related product or service.**

- **The Apple Logo:** Only Apple and its authorized licensees and resellers may use the Apple logo in advertising or sales displays. Apple resellers may use the Apple Logo only as specified in their reseller agreement, with the words "Authorized Apple Dealer" or "Authorized Apple VAR."
- **Developers and other third parties may not use the Apple Logo on products, packaging, manuals, advertisements, or marketing materials without Apple's a separate written trademark license agreement.**

- **Third Party Music Software Exception:** "Music Software" is considered to be any "end user" directed audio or interactive disk, CD or CD+, audiotape or videotape, electronic transfer, or other software media whose intended purpose and prerecorded content is (or is about) primarily music; musical performances; musical artists' works; or any musical performing artist whose works are recorded on the Apple Corps record label.

Third Party Music Software containing proprietary software or trademarks used under license from Apple Computer, Inc., must comply with the following criteria. **The failure to comply with these requirements may result in breach of the relevant software or trademark license.**

- Third Party Music Software containing Apple OS, multimedia, graphics, video, sound, or other utility or enabling software or technology, may not contain any reference to the name "Apple Computer, Inc.," to the word "Apple," or to the "Apple Logo" in the relevant copyright notice, trademark ownership credits, or other attribution lines for the licensed software or technology, or in end-user license agreements for the Music Software.
- Third Party Music Software for use on Macintosh computers or Newton PDAs may not use the "Apple" name or "Apple Logo" in combination with the Macintosh or Newton trademarks in product requirement or compatibility statements.
- Third Party Music Software may not use the name "Apple Computer, Inc.," the word "Apple," or the "Apple Logo" in "thanks to" or other credit lines or in any referential manner on the Music Software, its packaging, advertising and promotional materials, end user software license, jewel box liner notes, etc.
- Copyright notices for Apple software or technology used in Third Party Music Software should not reference "Apple Computer, Inc.":
"QuickTime ©1995, used under license." **not** "QuickTime ©1995 Apple Computer, Inc., used under license from Apple."
- Third Party Music Software which contains licensed Apple trademarks should not reference any Apple trademarks other than those which are expressly licensed and must use only the following trademark ownership credit:
"[Trademark] is a trademark [or registered trademark] used under license.": "QuickTime is a registered trademark used under license." **not** "Apple QuickTime is a registered trademark of Apple Computer, Inc., used under license."

MAC:

Third parties may not use the trademark MAC standing alone except to denote or refer to Apple's Macintosh product line. Apple does not object to third party use of "Mac" in a product or trade name provided:

- the third party product is not a CPU and is Macintosh or Mac OS compatible;
- "Mac" is used as a prefix modifying another word (for example: MacVegas or MacCharlie);
- "Mac" does not appear more prominently than the rest of the mark (in size, color or typeface); and
- the mark is not confusingly similar to any other trademark owned or used by Apple, its subsidiaries and authorized licensees.

OTHER APPLE COMPUTER INC. TRADEMARKS:

In general, third parties may not use any Apple trademarks or service marks except to denote or refer to goods or services offered by Apple Computer, Inc. Third parties may not use any Apple trademarks or service marks on or in connection with any computer or computer related product or service, except pursuant to an express written trademark license from Apple.

VARIATIONS OF APPLE TRADEMARKS:

Third parties may not use a variation of any Apple trademark. Using a name like "Appletree," "Newtonion", "Jackintosh," "Apple Cart," "Pineapple," or any apple design may confuse customers and lead them to believe your company or product is related to Apple Computer, Inc. Use of such variations of the Apple and Apple Logo trademarks or trade name may infringe Apple's valuable trademark rights and be actionable under relevant federal, state or local laws.

II. DEPICTIONS OF APPLE PRODUCTS

- Any depiction of an Apple product must be a fair and accurate representation of that product. Apple products should be shown only in the best light, in a manner or context that reflects favorably on the products and on Apple Computer, Inc.
- Only photographs of genuine Apple products may be used. Drawings or other graphic representations of Apple products are not permitted without the express written permission of Apple.

III. RULES FOR PROPER USE OF APPLE TRADEMARKS

For the most current list of Apple's marks consult the monthly trademark update published by Apple's Law Department (the Apple Trademark List). To order the Apple Trademark List send an AppleLink to APPLETM.

- **To Show Compatibility With Apple Products.** Use words such as "runs on," "for," "for use with," or "compatible with" to show that your product is compatible with an Apple product. For example: "MacWrite for the Macintosh® computer."

You may not refer to a compatible product as "Apple software" or "Macintosh software" or in any way to suggest that "Apple" or "Macintosh" is part of your product name or otherwise imply that Apple produced, endorsed, or supports the product. The Apple trademark must not appear to be part of the third party trademark and must appear in smaller print, after or underneath your mark. This rule also applies when using Apple trademarks in subtitles on books and manuals.

- **Use Capitals.** Always capitalize Apple's trademarks. Either capitalize them completely or use Initial Caps. When referring to Apple trademarks consisting of two words used as one word (AppleTalk, LaserWriter), always capitalize the first letter of each separable word.
- **Use a Generic Term After the Apple Trademark.** Trademarks are adjectives and modify the generic name of the product ("Macintosh® computers"). You must use a generic term after the trademark the first time the mark appears in the piece, and as often as possible after that.

- **Do Not Use Apple Trademarks in the Plural or Possessive.** Trademarks can not be used in the plural or possessive form. Only the generic product name can be used in possessive or plural form. You may say "I bought two Macintosh® computers" but not "I bought two Macintoshes."

IV. PROPER TRADEMARK NOTICE AND CREDIT LINES

- **US Distribution:**

- **Trademark Notice Symbols:** On products, manuals or advertisements that will be distributed only in the United States, use a trademark symbol the first time the trademarked Apple product is mentioned in text. The Apple Trademark List will tell you whether you should use the "®," the "™" or the "SM" symbol with the mark. Generally, the symbol should appear at the right shoulder of the trademark (Exception: It should appear at the right foot of the Apple Logo). You do not need to use a trademark symbol in the headline—only in body copy. And you do not need a trademark symbol when using "Apple" to signify the company, Apple Computer, Inc.

- **Credit Lines.** Unless your product is Music Software (in which case please refer to the section entitled Third Party Music Software Exception), your credits (the fine-print) should state that Apple, the Apple Logo and any other Apple trademarks you have used belong to Apple Computer, Inc. Apple trademarks registered in the United States should be listed first, in alphabetical order, followed by an alphabetical listing of non-registered Apple trademarks. For example, "Apple and the Apple Logo are registered trademarks of Apple Computer, Inc. PowerBook is a trademark of Apple Computer, Inc." Refer to the Apple Trademark List to determine whether a trademark is registered or unregistered. Credits should be placed on the copyright page of manuals and at the bottom of advertisements.

- **International Distribution:**

- **Trademark Notice Symbols:** On products, manuals or advertisements that will be distributed internationally as well as in the United States, do not use trademark notice symbols; only use the appropriate credit line.

- **Credit Lines.** Unless your product is Music Software (in which case please refer to the section entitled Third Party Music Software Exception), your credits (the fine-print) should state that Apple, the Apple Logo and any other Apple trademarks you have used belong to Apple Computer, Inc. Apple has developed an international credit line for use on materials that will be distributed in the U.S. and other countries. The international credit line acknowledges ownership of the Apple trademarks mentioned and, where applicable, indicates they are registered in the U.S. and other countries. Apple trademarks registered in the United States should be listed first, in alphabetical order, followed by an alphabetical listing of non-U.S. registered Apple trademarks. For example, "Apple, the Apple Logo and Macintosh are trademarks of Apple Computer, Inc., registered in the United States and other countries. PowerBook is a trademark of Apple Computer, Inc." Refer to the Apple Trademark List to determine whether a trademark is registered or unregistered in the U.S. and credit it accordingly. Credits should be placed on the copyright page of manuals and at the bottom of advertisements.

- **Third Party Music Software Exception (reprise):** Third Party Music Software (as defined in the first section) containing proprietary trademarks used under license from Apple Computer, Inc., must comply with the following criteria. *The failure to comply with these requirements may result in breach of the relevant software or trademark license.*

- Third Party Music Software may not contain any reference to the name "Apple Computer, Inc.," the word "Apple," or the "Apple Logo" in the relevant trademark ownership credits, or other attribution lines.

- Third Party Music Software for use on Macintosh computers or Newton PDAs may not use the “Apple” name or “Apple Logo” in combination with the Macintosh or Newton trademarks in product requirement or compatibility statements.
- Third Party Music Software may not use the name “Apple Computer, Inc.,” the word “Apple,” or the “Apple Logo” in “thanks to” or other credit lines or in any referential manner .
- Third Party Music Software which contains licensed Apple trademarks should not reference any Apple trademarks other than those which are expressly licensed and should use the following trademark ownership credit: “[Trademark] is a trademark [or registered trademark] used under license.” : “QuickTime is a registered trademark used under license.”
not "Apple QuickTime is a registered trademark of Apple Computer, Inc., used under license."

**“MACINTOSH POWERBOOK QUALIFIED”
PROGRAM PARTICIPATION AGREEMENT**

**ADDENDUM 4
PRODUCT TESTING AGREEMENT**

**PRODUCT TESTING AGREEMENT
for the
Apple "Macintosh PowerBook Qualified" Program**

Introduction

Apple Computer, Inc. ("Apple") has authorized PowerLabs™, a fully-independent testing laboratory which is neither a subsidiary nor an affiliate of Apple, to test products of independent vendors on the terms set forth in this Product Testing Agreement ("Agreement"). This testing is being done to assist Apple in determining the suitability of licensing the "Mark" (as defined below) for use in connection with such vendors' products, under separate agreement between Apple and each vendor.

Instructions

You (the "Participant" identified below) should complete and sign this Agreement only if you wish to have PowerLabs test your product (the "Product" identified below) in accordance with a test methodology established by Apple, for suitability to bear the Apple "Macintosh PowerBook Qualified" logo (the "Mark").

For each Product to be tested, you should submit to PowerLabs:

- Two (2) duplicate originals of this Product Testing Agreement, completed and signed on behalf of Participant.
- Two (2) duplicate originals of the Program Participation Agreement (which accompanied this Agreement), completed and signed on behalf of Participant.
- Three (3) identical examples of each Product to be tested, including hardware, any associated software and user documentation (see Section 2, below).
- The fee required by Section 5 of this Agreement.

PowerLabs will (i) promptly inform you (in accordance with the Schedule set forth on Attachment B attached hereto and incorporated herein by this reference) if your submission is complete, or if any additional information or material is required, and (ii) send you one (1) original of this Agreement promptly upon signature by PowerLabs. **WHEN SIGNED BY BOTH PARTICIPANT AND POWERLABS, THIS AGREEMENT WILL BE A BINDING AGREEMENT BETWEEN PARTICIPANT AND POWERLABS AND CONSTITUTES THE ENTIRE TERMS AND**

CONDITIONS UPON WHICH POWERLABS WILL PERFORM THE TESTING OF PARTICIPANT'S PRODUCT.

agreement

1. INFORMATION CONCERNING PARTICIPANT:

1.1 Company Name: _____

1.2 Address: _____

1.3 Contact Person for Information and Test Report (include Title):

1.4 Telephone and Fax Numbers and Email Address:

Tel.: _____ Fax: _____

Email: _____

**2. INFORMATION CONCERNING THE PRODUCT TO BE SUBMITTED FOR TESTING (the "Product")
(use additional sheets if necessary):**

2.1 Product Name/Title: _____

2.2 Product Version/Release Number: _____

2.3 Participant seeks to have the Product qualified for use in the following countries (the "Territory"):

2.4 System and hardware requirements for operation of the Product: _____

2.5 Check this box if the Product includes hardware and for each item of hardware:

2.5.1 Identify hardware, including name and version/release/re-vision number/date: _____

2.5.2 Describe hardware, including type (e.g., modem card, multi-function card, etc.), general function and basic technical description: _____

2.6 Check this box if the Product includes software and for each item of software:

2.6.1 Indicate whether software is presently (circle as applicable): Final/Beta/Not Yet Available/Other: _____

2.6.2 Identify available software, including name/title and version/release/re-vision number/date:

2.6.3 Describe software, including general function and basic technical description: _____

2.7 Check this box if the Product includes or will include user documentation and for each item of user documentation:

2.7.1 Indicate whether documentation is presently (circle as applicable): Final/Draft/Not Yet Available.

2.7.2 Identify available final or draft documentation, including name/title and version/re-lease/revision number/date: _____

2.7.3 Circle as applicable: Printed/On Disk/Other: _____

3. testing Request; ACCEPTANCE.

Subject to all terms and conditions of this Agreement:

3.1 By its signature below, Participant hereby requests PowerLabs to test the Product for suitability to bear the Mark in each country of the Territory under test methodology established by Apple ("Testing").

3.2 By its signature below, PowerLabs accepts the Product for Testing.

4. Product Requirements and Related Information:

4.1 If PowerLabs determines at any time in its reasonable discretion that Product Testing using resources in the standard PowerLabs Inventory (see Attachment C) is impracticable, or that additional material or information is necessary, Participant shall supply PowerLabs with such hardware, software, system support, information, material, and maintenance and replacements thereof (collectively, "Participant Resources" as PowerLabs deems necessary, in its discretion, to enable PowerLabs to test the Product.

PowerLabs will retain possession of the Product and Participant Resources for a period of one year following delivery of the Test Report or eighteen (18) months following their submission to PowerLabs (whichever period is shorter), after which time PowerLabs may keep or destroy these materials at its option except as otherwise agreed in writing between the parties or as set forth in this Agreement. If Participant so requests, PowerLabs will make arrangements, at Participant's expense and risk and subject to any applicable export restrictions, to return Participant Resources to Participant. Although PowerLabs will use reasonable efforts to safeguard the Product and any Participant Resources while such items are in its possession, PowerLabs assumes no responsibility for loss or destruction of such items from any cause, including but not limited to negligence, and recommends that Participant maintain proper insurance for such items at all times.

4.2 If any Participant Resources accompany the Product, check this box and describe: _____

4.3 If any portion of the Product is in a language other than English, check this box and specify language(s): _____

5. Fee.

A fee in the applicable amount set forth in Attachment A, attached hereto and incorporated herein by this reference, must accompany this Agreement. This fee becomes non-refundable upon signature of this Agreement by PowerLabs, except as otherwise expressly provided in this Agreement. Participant hereby agrees and acknowledges that any refusal by Apple to grant to Participant any right to utilize the Mark, or any other trademark or designation, will not entitle Participant to seek any refund of fees or any damages of any kind from PowerLabs or Apple.

6. Delivery and testing.

Participant will promptly deliver this Agreement, the Product, and other items required by this Agreement, by the Instructions set forth above, and by Section 5 of the "Guide to the Macintosh PowerBook Qualified Program" that accompanies this Agreement, to PowerLabs. Participant acknowledges that testing will not begin until (i) this Agreement is signed by PowerLabs, and (ii) all required items are received by PowerLabs and acknowledged by PowerLabs via email or fax.

7. Test Results.

- 7.1 Test Report. Upon PowerLabs' completion of Testing, PowerLabs will prepare a letter (a "Test Report") reporting and grading the results of such testing, and incorporating Product-related information. PowerLabs will use commercially reasonable efforts to complete the testing of the Product and to deliver a Test Report to Participant and, unless the box in Section 8.2 is checked, to Apple, within the time set forth on Attachment B, attached hereto and incorporated herein by this reference, for the type of Product tested (the "Turnaround Period"). The Turnaround Period will be appropriately extended for any failure of the Product or Participant Resources, or for any event described in Section 16 hereof. Participant acknowledges that special testing is required to qualify certain types of products for use in certain countries and that a Product that completes testing successfully **for** one country may not complete testing successfully **for** another.
- 7.2 Certificate. If the Product completes the testing procedure successfully for at least part of the Territory, then PowerLabs shall, in addition to issuing a Test Report, issue a Certificate of Qualification in the form attached hereto as Attachment D, attached and incorporated herein by this reference, both to Participant and to Apple.
- 7.3 No Obligation on Apple; PowerLabs' Disclosure Obligations. Obtaining any particular grade or result will not ensure that Apple will grant to Participant any right to use the Mark or any other Apple trademark or designation. After PowerLabs releases the test results as set forth in this Agreement, Participant agrees that PowerLabs will have no responsibility with respect to their use or further disclosure, whether by Participant, Apple or third parties.

8. Confidentiality and Nondisclosure

- 8.1 Except as authorized under Sections 8.2 and 8.3 below, PowerLabs will not, without Participant's prior approval, use, publish, or disclose to any person or entity the Test Report, any test results, test data, or any Participant Confidential Information obtained by PowerLabs under this Agreement. "Participant Confidential information" shall mean information obtained by PowerLabs from Participant under this Agreement which was not previously known by PowerLabs and which is not and does not become publicly known or generally known in the industry in which Participant is engaged. The definition of Participant Confidential Information expressly excludes any information which PowerLabs is required to disclose by court or other governmental order or administrative order, as well as any information described in Section 8.3 below. Except as noted under Sections 8.2 and 8.3 below, the test results and test data obtained from testing the Product under this Agreement shall be considered Participant Confidential Information.

8.2 PowerLabs Consultation with Apple during Testing, and Release of Test Results and Test Report to Apple.

Unless Participant checks this box , Participant:

- 8.2.2 Authorizes PowerLabs to (i) from time to time consult with Apple on a Participant- and Product-identified basis regarding the testing performed under this Agreement, and (ii) provide Apple with any or all interim and final test results, Test Report(s), notes, opinions and other information arising from or related to this Agreement, the Participant, the Product, Participant Resources (if any), and the Testing.
- 8.2.3 Grants Apple the right to include information regarding the Product and Participant Resources (if any), in Apple's discretion, in published compatibility listings which may include the names and descriptions of products, such as the Product, tested by PowerLabs.
- 8.3 Participant hereby acknowledges that PowerLabs will be compiling statistical data relating to its Mark testing programs, which may include Participant-anonymous data derived from the testing performed under this Agreement, and that PowerLabs may from time to time deliver this statistical data to Apple. Participant acknowledges that neither PowerLabs' delivery of any such Participant-anonymous statistical information to Apple nor any publication or other use of such information by Apple violates any of the nondisclosure provisions of this Agreement. Participant further acknowledges that PowerLabs shall deliver to Apple one (1) of the three (3) copies of the Product required to be delivered to PowerLabs pursuant to this Agreement, promptly after receipt by PowerLabs, and that such delivery does not violate any of the nondisclosure provisions of this Agreement. Finally Participant agrees that PowerLabs' provision of a copy of the Certificate of Qualification for any Product pursuant to Section 7.2 of this Agreement does not violate any of the nondisclosure provisions of this Agreement.
- 8.4 Participant acknowledges and agrees that the Testing methodology, standards and related information (collectively, the "Testing Information") constitute Apple's trade secrets and confidential information. Participant acknowledges and agrees that neither PowerLabs nor Apple is required to disclose any Testing Information to Participant, and Participant agrees that it will perpetually hold in confidence and not use or disclose any Testing Information acquired by Participant from PowerLabs, Apple or any other source, except to the extent such Testing Information becomes publicly known without breach by the disclosing party of any obligation to Apple or PowerLabs.

9. Participant permission for PowerLabs to use the product for standard compatibility testing

Unless Participant checks this box , Participant authorizes PowerLabs in PowerLabs' discretion to (i) add the Product to its product inventory to be used in standard compatibility tests for third party product vendors, and (ii) destroy or indefinitely retain possession of the Product.

10. Only Apple Can Grant License to ITS Trademarks AND DESIGNATIONS, Regardless of Test Results.

PowerLabs performs Mark testing only. Apple has reserved the right to refuse participation by any vendor in any of its trademark or designation licensing programs regardless of the test results determined by PowerLabs hereunder. Participant hereby acknowledges and agrees that the Mark is a trademark of Apple, and that PowerLabs does not have the right, power or authority, regardless of the test results achieved, to provide to Participant, or to cause Apple to provide to Participant, any right or license to use any Mark or any other Apple trademark or designation. In order for Participant to obtain any right to use any Mark or other Apple trademark or designation, Participant must enter into a separate written agreement with Apple.

11. APPLE A THIRD PARTY BENEFICIARY; NO APPLE LIABILITY UNDER THIS AGREEMENT.

Participant hereby acknowledges and agrees that Apple is a third-party beneficiary of this Agreement and may act on its own to enforce any provisions of this Agreement that affect any Apple right, obligation or liability. Participant acknowledges that Participant may not seek recourse against Apple for matters arising out of this Agreement and may not seek any refund of fees or damages against Apple for work or services performed hereunder by PowerLabs.

12. Limitation OF LIABILITY AND Remedies; No Warranty.

PowerLabs' entire liability and Participant's exclusive remedy for any error by PowerLabs in the testing of the Product performed hereunder or for any other claim against PowerLabs based directly or indirectly on this Agreement shall be for PowerLabs, in its sole discretion, to either: (a) refund the fee paid by Participant to PowerLabs under Section 5 hereunder, or (b) perform a retest of the Product without charge. NO RESULT SET FORTH IN ANY TEST REPORT, AND NO STATEMENT OF POWERLABS, WHETHER WRITTEN OR ORAL, SHALL BE DEEMED TO BE OR CONSTRUED AS A WARRANTY, REPRESENTATION OR ANY OTHER FORM OF ASSURANCE OR AGREEMENT THAT THE PRODUCT OR ANY PARTICIPANT RESOURCES ARE COMPATIBLE WITH ANY OPERATING SYSTEM, HARDWARE, APPLE PRODUCT OR THIRD PARTY SOFTWARE OR HARDWARE PRODUCT, INCLUDING BUT NOT LIMITED TO APPLE'S MACINTOSH POWERBOOK PRODUCTS. POWERLABS EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES TO BE PERFORMED BY POWERLABS HEREUNDER, THE RESULTS OF SUCH SERVICES, AND THE USE, DISCLOSURE OR PUBLICATION BY APPLE OR ANY THIRD PARTY OF SUCH RESULTS (INCLUDING BUT NOT LIMITED TO THE TEST REPORT).

13. No Consequential Damages.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, POWERLABS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, OR SPECIAL DAMAGES) ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE SERVICES PERFORMED BY POWERLABS UNDER THIS AGREEMENT OR ANY USE, DISCLOSURE, OR PUBLICATION OF THE RESULTS OF SUCH SERVICES, NOR FOR ANY NEGLIGENCE IN CONNECTION THEREWITH, EVEN IF POWERLABS HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. IN NO EVENT SHALL POWERLABS' LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE FEE PAID BY PARTICIPANT TO POWERLABS UNDER SECTION 5 HEREOF. Without limiting the generality of the foregoing, neither PowerLabs nor Apple shall be liable for any damages resulting in any way from any failure of PowerLabs to complete testing of the Product in a timely manner.

14. Indemnification of PowerLabs by Participant.

Participant shall indemnify, defend and hold PowerLabs harmless from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any use, inability to use, disclosure, or publication by Participant, Apple or any third party of the Product or the results of any services (including but not limited to the Test Report) performed by PowerLabs hereunder, except to the extent that such losses, damages, liabilities, costs and expenses are directly attributable to the reckless conduct or intentional wrong doing of PowerLabs.

15. No Warranty or Indemnification from Apple.

Participant agrees that Apple has no obligation under this Agreement to indemnify Participant or to guarantee or warranty Participant's products.

16. Force Majeure.

PowerLabs shall not be liable in any way because of any delay or failure in performance due to unforeseen circumstances or any cause beyond PowerLabs' reasonable control including, without limitation, strike, lockout, riot, war, fire, earthquake, act of God, accident, failure or breakdown of components necessary to accomplish the testing, Apple- or Participant-caused delays, any breach or default by Participant under this Agreement, technical impracticability of Testing, or compliance with any law, regulation or order of any government body, agency or any instrumentality thereof. If, during the test period, Apple for any reason suspends or terminates PowerLabs' authorization to perform product testing, then PowerLabs shall not be obligated to complete any testing on the Product, and PowerLabs' sole liability to Participant shall be to pay, and Participant's sole remedy shall be to receive, a refund of any fee paid to PowerLabs under Section 5.

17. Choice of Law, Forum.

This Agreement shall be governed by the laws and judicial decisions of the State of California, applicable to contracts entered into and performed entirely within the State of California, without regard to the conflicts of laws principles thereof. Any litigation or other dispute resolution between the parties relating to this Agreement shall take place in the Northern District of California or in a state court within that District. The parties consent to the personal jurisdiction of and venue in the state and federal courts within that District with respect to this Agreement.

18. Delivery to PowerLabs of Final Shrink-Wrapped Product Package In Form Made for Commercial Shipment.

Participant acknowledges that it is required to provide Apple with two (2) final Product packages in the form made for commercial shipment and distribution and which bears the licensed Mark (the "Shipping Package") for each qualified Product. Participant further acknowledges that Apple may provide one (1) such Shipping Package for each such Product to PowerLabs. PowerLabs may, in its discretion, test the Product contained in the Shipping Package, compare it with the previously-qualified Product, and report the results of this testing to Apple. In addition, from time to time PowerLabs may request, and Participant shall promptly provide, a copy of updated Shipping Packages at any time to ensure that the Shipping Package continues to qualify for the Mark. PowerLabs shall not be obligated to perform any testing of any Product contained in any Shipping Package, regardless of whether PowerLabs has requested delivery of such Shipping Package. The limitation on liability, remedies and damages, and warranty disclaimers, set forth in Sections 12 and 13 hereof shall apply to any tests performed by PowerLabs of any Product in any Shipping Package.

20. Grant of License to PowerLabs.

Participant hereby irrevocably grants to PowerLabs the license to use the Product, the Participant Resources, and any documentation provided by Participant, for internal testing purposes and as set forth in this Agreement. PowerLabs will use the Product, any Participant Resources, and any documentation in accordance with this license, and will not take title, sell or otherwise use the Product, Participant Resources or documentation unless specifically authorized by Participant. Except as expressly set forth in this Agreement, any testing of the Product conducted under this Agreement shall only apply to the Product, and to no other version thereof and to no other product.

21. Entire Agreement.

This Agreement, together with all Attachments, constitutes the entire agreement of the parties with respect to the subject matter hereof, and cancels and supersedes all prior and contemporaneous oral or written communications, understandings, and agreements with respect to the subject matter hereof.

22. EFFECTIVE DATE.

This Agreement is entered into effective as of the date of signature by PowerLabs indicated below.

23. SIGNATURES; EFFECT.

WITH INTENT TO BE BOUND, Participant and PowerLabs have signed this Agreement on the dates indicated below.

SIGNED BY PARTICIPANT:

Participant Business Name: _____

Authorized Signature: _____ Date: _____

Print Name and title: _____

Participant: Please Staple Business Card Here:

ACCEPTED BY POWERLABS:

Authorized Signature: _____ Date: _____

Print Name and title: _____

PRODUCT TESTING AGREEMENT

Attachment A

FEES

ATA Storage Devices \$4000.00

Modem Cards \$4500.00
(This price assumes US and Canadian certification only.)

Lan Card - Ethernet \$5000.00

Multifunction Cards \$6500.00

International Qualification \$500.00/country
(Modem and Modem Multifunction cards intended for sale outside of the United States and Canada require certification with international phone systems. This certification is billed at an additional \$500.00 per country to be qualified. A special European bundle is available to certify products for England, France, Germany, and Sweden for \$1500.00.)

Expedited Service 50% surcharge
Expedited service guarantees that a Product will be tested within five (5) business days plus 1/2 additional business day per country after Participant receives notification from PowerLabs that the materials Participant has submitted are complete and PowerLabs may commence testing.

PRODUCT TESTING AGREEMENT

Attachment B

TURNAROUND TIMES

PowerLabs understands compressed product delivery schedules and will make every effort to certify Products in the most expedient fashion.

Product Receipt Notification 1-2 business days

PowerLabs will contact Participant by fax or electronic mail within one (1) to two (2) business days after receiving Participant's Product(s), payment and other required materials. At that time, PowerLabs will inform Participant whether Participant's package of materials is complete. If it is not complete, PowerLabs will inform Participant which items are missing or incomplete. If the package is complete, PowerLabs will inform Participant when testing will begin and when Participant will receive notification of its results. Assuming a complete package, in most cases testing will begin the day following the Product Receipt Notification.

Normal Turnaround 10 business days

PowerLabs guarantees that Participant's product will be tested within ten (10) business days after Product Receipt Notification unless Participant is expressly notified that testing cannot begin until later or Participant requires international certification of a product (International certification requires an additional day per country to be certified. A card to be certified in the U.S., Canada, England, France, Germany, Japan and Sweden will require up to 15 business days to certify.)

Expedited Turnaround 5 business days plus 1/2 additional business day per country

PowerLabs offers an expedited service that guarantees that your product will be tested in up to five (5) business days plus 1/2 additional business day per country from product receipt notification. This service carries a 50% surcharge over the normal turnaround times.

International Testing 1 additional day/country

Modem and Modem Multifunction cards certified for delivery outside the United States and Canada require an additional day for each additional country.

Reserved Testing Time

Customers may wish to call before shipping the testing package for current testing schedules and to reserve time in advance. PowerLabs suggests that you contact us at least two weeks before you intend to submit your testing package so that we can be sure to start on certifying your products as soon as they are received.

PRODUCT TESTING AGREEMENT

Attachment C

STANDARD TEST EQUIPMENT

PowerLabs operates with an extensive collection of Apple and third party hardware and software and will provide most equipment necessary to test products submitted to the Macintosh PowerBook Qualified program. Certification will be done using a variety of Macintosh desktop and PowerBook computers and in some cases leading industry hardware based upon the Intel x86 processor family.

In addition to the PowerBook 190 and 5300 computers, PowerLabs will have the ability to test with a variety of market leading products in its library, such as:

Leading Modems: Hayes, Supra, Global Village, Prometheus, Zytel, Telebit

Leading Printers: LaserWriters, LaserWriter Pro, StyleWriter, ImageWriter, HP DeskJet

Standard Monitors: All Apple single scan and multiscan monitors including AV, Radius, NEC, Sony

Standard Input Devices: All Apple Keyboards, Mice, Keypads, Graphics Tablets, Joysticks and Game Paddles.

Standard SCSI devices: External Hard Drives, Tape Drives, CD ROM drives, Magneto-Optical drives, Scanners from Apple and HP, printers

Standard Video Cards and Accelerators: All standard Apple Display cards, Radius, SuperMac, Mirror cards, Video Vision video capture.

Standard LAN Servers: AppleShare 3.0 & 4.0, PowerShare, Novell Netware™ 4.x for Macintosh, Apple Remote Access, Apple InterNet Router, Cisco Routers and Farallon Star Controllers.

Standard LAN adapters: Apple AUI, 10BaseT, ThinNet ethernet, LocalTalk, TokenRing, IR

Internet Service and Online Services: Internet Dialup and ISDN, Compuserve, America Online, e•World, Prodigy, WWW, FTP, Gopher.

PRODUCT TESTING AGREEMENT

Attachment D

CERTIFICATE OF QUALIFICATION

This certifies that **[Participant name]** 's **[description and model number of the applicable Product]** has successfully completed qualification testing pursuant to the Product Testing Agreement for use in **[countries in Territory for which the Product tested successfully]** (the "Qualified Territory").

PowerLabs, a California general partnership

By: _____

Type Name: _____

Type Title: _____