

APPLE COMPUTER, INC.

License for Macintosh system software

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE PRESSING THE "AGREE" BUTTON BELOW. BY PRESSING "AGREE," YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT PRESS "AGREE."

1.

License. The application, demonstration, system and other software accompanying this License, whether on disk, in read only memory, or on any other media (the "Apple Software"), the related documentation and fonts are licensed to you by Apple Computer, Inc. or its local subsidiary, if any ("Apple"). You own the disk on which the Apple Software and fonts are recorded but Apple and/or Apple's Licensor(s) retain title to the Apple Software, related documentation and fonts. This License allows you to use the Apple Software and fonts on a single computer and make one copy of the Apple Software and fonts in machine-readable form for backup purposes only. You must reproduce on such copy the Apple copyright notice and any other proprietary legends that were on the original copy of the Apple Software and fonts. You may use the Apple Software in a networked environment so long as each computer in such environment is the subject of a license for the Apple Software; however, you may not electronically transmit the Apple Software from one computer to another over a network. You may also transfer all your license rights in the Apple Software and fonts, the backup copy of the Apple Software and fonts, the related documentation and a copy of this License to another party, provided the other party reads and agrees to accept the terms and conditions of this License.

2.

Restrictions. The Apple Software contains copyrighted material, trade secrets and other proprietary material and in order to protect them, and except as permitted by applicable legislation, you may not decompile, reverse engineer, disassemble or otherwise reduce the Apple Software to a human-perceivable form. You may not modify, network, rent, lease, loan, distribute or create derivative works based upon the Apple Software in whole or in part, except for the limited networking described above in Section 1. This Apple Software may not be imported to, used in, or re-exported from France or any of its colonies or territories.

3.

Termination. This License is effective until terminated. You may terminate this License at any time by destroying the Apple Software, related documentation and fonts and all copies thereof. This License will terminate immediately without notice from Apple if you fail to comply with any provision of this License. Upon termination you must destroy the Apple Software, related documentation and fonts and all copies thereof.

4.

Export Law Assurances. You may not use or otherwise export or reexport the Apple Software except as authorized by United States law and the laws of the jurisdiction in which the Apple Software was obtained. In particular, but without limitation, none of the Apple Software may be used or otherwise exported or reexported (i) into (or to a national or resident of) a United States

embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Apple Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

5.

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

6.

Limited Warranty on Media. Apple warrants the diskettes and/or compact disc on which the Apple Software and fonts are recorded to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of purchase as evidenced by a copy of the receipt. Apple's entire liability and your exclusive remedy will be replacement of the diskettes and/or compact disc not meeting Apple's limited warranty and which is returned to Apple or an Apple authorized representative with a copy of the receipt. Apple will have no responsibility to replace a disk/disc damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES AND/OR CONDITIONS ON THE DISKETTES AND/OR COMPACT DISC, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF DELIVERY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. THE TERMS OF THIS DISCLAIMER DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING APPLE PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE.

7.

Disclaimer of Warranty on Apple Software. You expressly acknowledge and agree that use of the Apple Software and fonts is at your sole risk. The Apple Software, related documentation and fonts are provided "AS IS" and without warranty of any kind and Apple and Apple's Licensor(s) (for the purposes of provisions 7 and 8, Apple and Apple's Licensor(s) shall be collectively referred to as "Apple") EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE APPLE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLE SOFTWARE AND THE FONTS WILL BE CORRECTED. FURTHERMORE, APPLE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APPLE SOFTWARE AND FONTS OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY,

OR OTHERWISE. WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING, APPLE DOES NOT WARRANT OR MAKE ANY REPRESENTATION OR GUARANTEE REGARDING THE AUTHENTICITY OR SECURITY OF ANY DIGITAL SIGNATURE GENERATED USING THE APPLE SOFTWARE, OR ANY WARRANTY OR REPRESENTATION THAT THE PERSON OR ENTITY THAT IS USING SUCH A DIGITAL SIGNATURE HAS THE AUTHORITY TO DO SO. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE APPLE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY IN PARAGRAPH 3 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING APPLE PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE.

8.

Limitation of Liability. UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE, INCLUDING BUT NOT LIMITED TO THE IMPROPER, WRONGFUL, OR FRAUDULENT USE OF THE DIGITAL SIGNATURES GENERATED USING THE APPLE SOFTWARE, OR INABILITY TO USE THE APPLE SOFTWARE OR RELATED DOCUMENTATION, EVEN IF APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

In no event shall Apple's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including negligence) or otherwise) exceed the amount paid by you for the Apple Software and fonts.

9.

Controlling Law and Severability. If there is a local subsidiary of Apple in the country in which the Apple Software License was purchased, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by and construed in accordance with the laws of the United States and the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. If for any reason a court of competent jurisdiction finds any provision of this License, or portion thereof, to be unenforceable, that provision of the License shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this License shall continue in full force and effect.

10.

Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Apple Software, related documentation and fonts, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by a duly authorized representative of Apple.

APPLE COMPUTER, INC.
INTERNATIONAL SALES SUBSIDIARY LIST

COUNTRY	SUBSIDIARY
Canada	Apple Canada Inc.
South Africa	Apple Computer (Proprietary) Limited
United Kingdom	Apple Computer (UK) Limited
Sweden, Norway, Denmark	Apple Computer AB
Switzerland	Apple Computer AG (SA) (Ltd.)
Taiwan	Apple Computer Asia, Inc.
Netherlands, Belgium	Apple Computer Benelux B.V.
Brazil	Apple Computer Brasil Ltda.
Spain	Apple Computer Espana, S.A.
France	Apple Computer France S.A.R.L.
Austria	Apple Computer Gesellschaft m.b.H.
Germany	Apple Computer GmbH
Hong Kong	Apple Computer International Ltd
Ireland	Apple Computer (UK) Limited
Mexico	Apple Computer Mexico, S.A. de C.V.
Italy	Apple Computer S.p.A.
Singapore	Apple Computer South Asia Pte Ltd
Japan	Apple Japan, Inc.