

Apple Computer, Inc. Software License

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 software accompanying this License (the "Apple Software") is licensed, not sold, to you by Apple Computer, Inc. or its local subsidiary, if any ("Apple"). Apple and/or Apple's licensor(s) retain title to the Apple Software. The Apple Software and any copies which this License authorizes you to make are subject to this License.

2. Permitted Uses and Restrictions. This License allows you to install and use the Apple Software on as many computers as are reasonably necessary to develop OpenDoc-compatible parts, containers, and applications designed to operate in combination with MacOS computers ("Applications"). You may not use the Apple Software for any other purpose, including but not limited to, in the development of, or for incorporation into operating system software. In connection with the development of your Applications, you may also use, incorporate into your own Applications, compile, copy and distribute (in object code only) as part of your Applications, the Apple Software identified in the Redistribution Information document in the Licensing Information folder accompanying the Apple Software, provided you reproduce on each copy the copyright information contained on the original copy of the Apple Software. Except as permitted by applicable law and this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the Apple Software in whole or in part. Your rights under this License will terminate automatically without notice from Apple if you fail to comply with any term(s) of this License.

3. Disclaimer Of Warranty. You expressly acknowledge and agree that use of the Apple Software is at your sole risk. The Apple Software is provided "AS IS" and without warranty of any kind and Apple and Apple's licensor(s) (for the purposes of Sections 3 and 4, 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 OR SATISFACTORY QUALITY 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 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 OR IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE APPLE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT APPLE OR AN APPLE AUTHORIZED

REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE LICENSE FEES FOR THE APPLE SOFTWARE REFLECT THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. 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.

4. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to you for all damages exceed the amount of fifty dollars (\$50.00).

5. Export Law Assurances. You may not use or otherwise export or reexport the Apple Software except as authorized by United States law and the laws of the jurisdiction in which the Apple Software was obtained. In particular, but without limitation, the Apple Software may not be exported or reexported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Apple Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

6. 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.

7. Controlling Law and Severability. If there is a local subsidiary of Apple in the country in which the Apple Software License was obtained, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by the laws of the United States and the State of California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

8. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Apple Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Apple.

APPLE COMPUTER, INC.

INTERNATIONAL SALES SUBSIDIARY LIST

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