

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS REGISTERED IPHONE DEVELOPER AGREEMENT (“**AGREEMENT**”) CAREFULLY. IF YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CHECK THE BOX AT THE BOTTOM OF THE AGREEMENT AND CLICK THE “**I AGREE**” BUTTON. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK THE “**CANCEL**” BUTTON AND YOU CANNOT BECOME A REGISTERED IPHONE DEVELOPER.

REGISTERED IPHONE DEVELOPER TERMS AND CONDITIONS

1. Relationship With Apple Inc. (“Apple”). You understand and agree by becoming a Registered iPhone Developer, no legal partnership or agency relationship is created between you and Apple. Neither you nor Apple is a partner, an agent or has any authority to bind the other. You agree not to represent otherwise. You also certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to become a Registered iPhone Developer. This Agreement is void where prohibited by law, and the right to become a Registered iPhone Developer is not granted in such jurisdictions.

2. No Transfer Of Developer Benefits; Apple ID And Password. As a Registered iPhone Developer, you cannot transfer any benefits you receive from Apple in connection with being a Registered iPhone Developer. The Apple ID and password you use to login as a Registered iPhone Developer cannot be shared in any way or with any one. You are responsible for maintaining the confidentiality of your Apple ID and password. Notwithstanding the foregoing restrictions in this Section 2 or in any Other Agreement (defined below), if you are the parent or legal guardian of individuals between the ages of 13 and the legal age of majority in the jurisdiction in which you reside, you may allow such individuals to share your Apple ID and password for their use solely under your supervision and only in accordance with this Agreement. You are responsible for such individuals’ compliance with and violations of this Agreement and any Other Agreement.

3. Confidentiality. As a Registered iPhone Developer, you may be receiving information from Apple. You agree that all information disclosed by Apple to you that relates to Apple’s products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information, will be considered and referred to collectively as “**Confidential Information.**” Information that otherwise would be deemed Confidential Information but (a) is generally available to the public through no fault or breach of this Agreement by you, (b) is independently developed by you without the use of any Confidential Information, (c) was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation, or (d) any third party software and/or documentation provided to you by Apple and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation will not be considered Confidential Information under this Agreement.

You agree not to disclose, publish, or disseminate any Confidential Information to anyone other than to other Registered iPhone Developers who are employees and contractors working for the same entity as you and then only to the extent that Apple does not otherwise prohibit such disclosure in this Agreement. Except for your authorized purposes as a Registered iPhone Developer, you agree not to use Confidential Information in any way, including, without limitation, for your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. You acknowledge that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, you agree that Apple will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have.

4. Access to iPhone Materials. Apple may provide you with certain benefits and materials, including, but not limited to, beta, evaluation, and testing versions of Apple software ("**Pre-Release Software**"), documentation, reference libraries, seed keys, seed DVDs, technical support incidents, and other items (collectively, "**iPhone Materials**") as a Registered iPhone Developer. Except as expressly permitted herein, all iPhone Materials are provided solely for your own personal use in connection with your participation as a Registered iPhone Developer and not for the use or benefit of any third party and you agree that you will not transfer, publish, copy, disseminate or disclose the iPhone Materials. Apple may change, suspend or discontinue providing iPhone Materials at any time, and may impose limits on certain features and materials offered or restrict your access to parts or all of the iPhone Materials without notice or liability. All use of the iPhone Materials shall be subject to this Agreement, unless such iPhone Materials are accompanied by a separate license agreement, notice or disclaimer (collectively, "**Other Agreement**") in which case such Other Agreement will govern to the extent of any inconsistencies with this Agreement; provided however that if such Other Agreement contains no confidentiality provisions whatsoever, then you agree that Section 3 (Confidentiality) of this Agreement shall govern your use of such iPhone Materials in addition to the Other Agreement. All iPhone Materials shall be considered the Confidential Information of Apple.

5. Pre-Release Software License and Restrictions. Subject to your compliance with this Agreement, Apple hereby grants you a limited license to use the Pre-Release Software solely for the purposes of developing and testing software to be used in conjunction with the Pre-Release Software. Except as otherwise permitted under Section 13 (Third Party Notices), the foregoing license does not grant you the right to use the Pre-Release Software for any other purpose, or to reproduce, distribute, modify or create derivative works of the Pre-Release Software, in whole or in part, and you agree that you shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer any rights in the Pre-Release Software. You agree not to decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code of any Pre-Release Software provided in binary form (except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components included with any such pre-release software). Further, you certify that you will not transfer or export any product, process or service that is the direct product of any Pre-Release Software.

Apple retains ownership of all Pre-Release Software, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

6. Paid Content License and Restrictions. As a Registered iPhone Developer, you may have access to certain proprietary content (including, without limitation, video presentations, audio recordings and documentation) that Apple may make available to you from time to time for a separate fee (“**Paid Content**”). All Paid Content shall be considered the Confidential Information of Apple; provided however that you may not share the Paid Content with anyone, including, without limitation, employees and contractors working for the same entity as you, regardless of whether they are existing Registered iPhone Developers. Subject to these terms and conditions, Apple grants you a personal and nontransferable license to access and use the Paid Content; provided that you may only download one (1) copy of the Paid Content and such download must be completed within the time period specified by Apple for such download. Except as expressly permitted by Apple, you shall not modify, translate, reproduce, distribute, or create derivative works of the Paid Content or any part thereof. You shall not rent, lease, loan, sell, sublicense, assign or otherwise transfer any rights in the Paid Content. Apple and/or Apple’s licensor(s) retain ownership of the Paid Content itself and any copies or portions thereof. The Paid Content is licensed, not sold, to you by Apple for use only under this Agreement, and Apple reserves all rights not expressly granted to you. Your rights under this license to use and access the Paid Content will terminate automatically without notice from Apple if you fail to comply with any of these provisions.

7. Amendment; Communication. Apple reserves the right, at its discretion, to modify this Agreement and the Registered iPhone Developer policies at any time. You will be responsible for reviewing and becoming familiar with any such modifications (including new terms) communicated to you by Apple. In addition, Apple may be sending communications to you from time to time. Such communications may be in the form of phone calls and/or emails and may include, but not be limited to, marketing materials, technical information, and updates and/or changes regarding your participation as a Registered iPhone Developer. By agreeing to this Agreement, you consent that Apple may provide you with such communications.

8. Term and Termination. Apple may terminate or suspend you as a Registered iPhone Developer at any time in Apple’s sole discretion. You may terminate your participation as a Registered iPhone Developer at any time, for any reason, by notifying Apple in writing of your intent to do so. Upon any termination or, at Apple’s discretion, suspension, all rights and licenses granted to you by Apple will cease, including your right to access the iPhone Developer site or use any Pre-Release Software, and you agree to destroy any and all Confidential Information that is in your possession or control. At Apple’s request, you agree to provide certification of such destruction to Apple. No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason. Following termination of this Agreement Sections 1, 3, the restrictions of Sections 4–6, Section 6 (but only for so long as the duration specified by Apple for such usage), and Sections 8 through 17 shall continue to bind the parties as set forth herein.

9. Apple Independent Development. Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any other products, software or technologies that you may develop, produce, market, or distribute. In the absence of a separate written agreement to the contrary, Apple will be free to use any information, suggestions or recommendations you provide to Apple for any purpose, subject to any applicable patents or copyrights.

10. Use Of Apple Trademarks, Logos, etc. You agree to follow Apple's Guidelines For Using Apple Trademarks and Copyrights as published on Apple's website at www.apple.com/legal/guidelinesfor3rdparties.html and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "iPhone," "iPod touch" or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

11. No Warranty. You understand that all Confidential Information (including Pre-Release Software) provided to you by Apple is supplied "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE. To the extent that Apple makes available any products or product information, you understand that Apple is under no obligation to provide updates, enhancements, or corrections, or to notify you of any product changes that Apple may make, or to publicly announce or introduce the product(s) at any time in the future.

12. Disclaimer of Liability. UNDER NO CIRCUMSTANCES SHALL APPLE BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WHETHER OR NOT APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. APPLE'S ENTIRE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT IS LIMITED TO FIFTY DOLLARS (\$50.00).

13. Third-Party Notices. Third party software provided by Apple to you as a Registered iPhone Developer may be accompanied by its own licensing terms, in which case such licensing terms will govern your use of that particular third party software. Mention of third parties and third party products in any materials, advertising, promotions or coupons provided to you as a Registered iPhone Developer is for informational purposes only and constitutes neither an endorsement nor a recommendation. All third party product specifications and descriptions are supplied by the respective vendor or supplier, and Apple shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

14. Export Control. You may not use or otherwise export or re-export any Pre-Release Software or Confidential Information received from Apple except as authorized

by United States law and the laws of the jurisdiction in which the Pre-Release Software and Confidential Information was obtained. In particular, but without limitation, the Pre-Release Software and Confidential Information may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By becoming a Registered iPhone Developer or using any Pre-Release Software or Confidential Information, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use any Pre-Release Software or Confidential Information for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

15. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. The parties further submit to and waive any objections to personal jurisdiction of and venue in any of the following forums: U.S. District Court for the Northern District of California, California Superior Court for Santa Clara County, Santa Clara County Municipal Court, or any other forum in Santa Clara County, for any disputes arising out of these Terms and Conditions.

16. Government End Users. The iPhone Materials (including Pre-Release Software) are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

17. Miscellaneous. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of Apple, and no single waiver will constitute a continuing or subsequent waiver. This Agreement will bind your successors but may not be assigned, in whole or part, by you without the written approval of an authorized representative of Apple. Any non-conforming assignment shall be null and void. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersede all prior or contemporaneous understandings regarding such subject matter. No addition to or removal or modification of any of the provisions of this Agreement will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. The parties hereto confirm that they have requested that this Agreement and all attachments and related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.