

请向下滚动，仔细阅读本 **APPLE BETA** 版软件计划协议（以下简称“协议”）的以下所有条款和条件。您单击“同意”按钮，即表示代表您自己或您的法律实体（无论是公司、组织、教育机构，还是政府机构、单位或部门）同意接受本协议所有条款和条件的约束。您如果不同意或无法同意接受本协议所有条款和条件的约束，请单击“拒绝”按钮，您将没有资格参与 **APPLE BETA** 版软件计划。

APPLE BETA 版软件协议
APPLE 软件工程
APPLE INC.

1. 参与 Beta 版计划。“Apple Beta 版软件计划”（以下简称“**Beta 版计划**”）旨在不时向“**Beta 版计划**”的参与者提供 alpha 版、beta 版、种子计划和其他预发布版软件、预发布版服务，以及相关的文档、材料和信息（统称为“预发布版软件”），以向 Apple 提供有关“预发布版软件”质量和可用性的反馈。您理解并同意，参与“**Beta 版计划**”属自愿行为，并不会在您与 Apple 之间建立法律上的合伙、代理或雇佣关系，且您和 Apple 均无权约束对方。您理解，您参与“**Beta 版计划**”并不会使 Apple 有义务向您提供任何“预发布版软件”。如果 Apple 决定向您提供“预发布版软件”，则您同意认真使用和评估该“预发布版软件”。Apple 有权随时修改本“**Beta 版计划**”的条款、条件和政策，恕不另行通知，并有权随时撤销您参与本“**Beta 版计划**”的权利。Apple 如果更改本协议的条款和条件，则将在“**Beta 版计划**”的门户网站上，发布此等经修改的条款和条件。

在本协议中，“被授权人”是指代表其自己接受本协议的个人，或通过其授权代表接受本协议的法律实体（无论是公司、组织、教育机构，还是政府机构、单位或部门）。“授权最终用户”是指被授权人的员工和承包商、被授权人组织的成员；或者，如果被授权人是教育机构，则指被授权人的教职员工、员工和学生，这些人员经被授权人授权，可行使本协议下的权利。“您”和“您的”是指被授权人和任何“授权最终用户”。为避免疑义，被授权人负责其“授权最终用户”遵守本协议。

您参与“**Beta 版计划**”，即保证您和您的“授权最终用户”已达到居住所在司法管辖区的法定成年年龄（在许多国家至少须年满 18 岁），并表示法律允许您和您的“授权最终用户”加入“**Beta 版计划**”。如果您的“授权最终用户”未达到法定年龄，则您确认并同意您已取得各“授权最终用户”的父母或法定监护人的许可。本协议在法律禁止的地方无效，且在此等司法管辖区不授予参与“**Beta 版计划**”的权利。除非 Apple 另行书面同意或允许，否则您不得共享或转移您从 Apple 收到的与参与“**Beta 版计划**”有关的任何软件或其他材料。您不得以任何方式或与任何人共享您作为“**Beta 版计划**”参与者登录时所使用的 Apple 账户和密码。您须负责保护您 Apple 账户和密码的机密性，亦须负责与您账户相关的任何活动。

尽管本第 1 节有上述限制，但您如果是父母或法定监护人，而被监护人的年龄介于 13 岁与居住所在司法管辖区的法定成年年龄之间，则可允许此等被监护人共享您的 Apple 账户和密码，但只能在您的监督下用于与“**Beta 版计划**”相关的用途，且须符合本协议的规定。您应对此等个人遵守和违反本协议和任何其他 Apple 协议的行为负责。

2. 访问预发布版软件、Beta 版工具和其他条款。您理解，Apple 可向“Beta 版计划”参与者提供可供下载的“预发布版软件”，下载渠道为在线 Mac App Store、“Beta 版计划”门户网站、实体媒体和/或“Beta 版计划”提供的其他方式（如：通过手动下载数字图像、提供软件配置文件等）。作为您参与“Beta 版计划”的一部分，Apple 还可不时自行做出决定，决定向您提供作为“Beta 版计划”一部分的软件或服务，包括但不限于脚本、代码片段、实用程序、配置文件、示范代码、故障排除应用程序和错误提交工具（以下简称“BETA 版工具”）。凡使用此等“预发布版软件”和“BETA 版工具”，均应遵守本协议和/或此等“预发布版软件”和“BETA 版工具”所附其他授权协议的条款和条件（在本协议中，“预发布版软件”和“BETA 版工具”统称为“Apple 软件”）。

如果“Apple 软件”附有单独的授权协议，则您同意除本协议第 5 节和第 6 节之外，此等“Apple 软件”所附授权协议亦适用于您对“Apple 软件”的使用。如果“Apple 软件”所附授权协议的规定与本协议第 5 节和第 6 节之间存在任何差异，则应以本协议为准。如果“Apple 软件”未随附授权协议，则您对“Apple 软件”的使用将受到本协议规定的约束。

您确认并同意，您有责任 (a) 确保各“授权最终用户”知悉并遵守“Apple 软件”授权协议的条款和条件，(b) 取得任何必要的同意，使得“授权最终用户”能够使用“Apple 软件”和部署本协议所允许的“授权装置”，以及 (c) 监督“授权最终用户”对“Apple 软件”的所有此等使用，并对此承担全部责任。此外，“Apple 软件”可允许访问 Apple 和第三方的服务和网站（统称和单独称为“服务”）。使用这些服务需要访问互联网，而使用某些服务可能需要使用 Apple 账户，并可能需要您接受附加条款，还可能需支付额外的费用。

3. 授权和限制。在您遵守本协议的前提下，Apple 特此向您授予个人有限授权，允许您在“授权装置”（定义见下文）上使用“Apple 软件”，并将其部署至“授权最终用户”，但仅能用于测试和评估目的，且仅与本“Beta 版计划”相关。在本协议中，“授权装置”系指由被授权人拥有或控制、经指定仅由“授权最终用户”使用，并且有资格用于本“Beta 版计划”的 Apple 品牌产品。除第 16 节另行许可外，本授权并未向您授予其他权利，您无权将“Apple 软件”用于任何其他目的，也无权披露、复制、分发、修改或制作“Apple 软件”的衍生作品。您同意不对任何“Apple 软件”进行反编译、反向工程、反汇编、解密，或以其他方式尝试获取其源代码（除非适用法律禁止上述限制，或相关授权条款允许这样做，且这些条款用于规范使用任何此等“Apple 软件”所包含的开源组件）。除非以下第 16 节另行许可，否则您保证仅会将“Apple 软件”用于与“Beta 版计划”相关的测试和评估目的，且不会出租、出售、租赁、转授权、转让、分发或以其他方式移转该软件。Apple 保留所有“Apple 软件”的所有权，除本协议明确规定外，任何 Apple 知识产权均未授予或默示任何其他权利或授权。

4. 反馈；来自 Apple 的联系请求。作为“Beta 版计划”的一部分，Apple 可能会提供机会，使您和您的某些“授权最终用户”有机会向 Apple 提交错误报告、问卷、改进请求、问题报告和/或支持信息（统称为“反馈”）。“授权最终用户”如果是学生，则不得向 Apple 提供“反馈”。Apple 在请求您和非学生“授权最终用户”提供此信息时，可能会使用“BETA 版工

具”，以及电话、电子邮件、网页问卷、错误表格和其他机制。您同意本协议，即表示同意 Apple 可不时就“Beta 版计划”与您联系，您特此同意接受此类通讯。除第 8 节另有规定外，您同意除非单独书面协议另有相反规定，否则 Apple 可随意将您提供的任何反馈用于任何目的。

5. 机密信息的定义。您同意，“预发布版软件”和“预发布版软件”的任何相关信息（包括其性质和存在性、特征、功能和屏幕截图）、“BETA 版工具”以及 Apple 就本协议向您披露的任何其他信息（包括但不限于：您通过 Apple 员工、代理或通过检查 Apple 的财产了解到的信息、Apple 向您披露的与 Apple 产品、设计、商业计划、商业机会、财务、研究、开发、专有技术、人事或与第三方机密信息有关的信息）将被视为并将在本协议中统称为“**机密信息**”。相关信息如果本应视为“机密信息”，但 (a) 并非因您的过失或违约而由公众普遍、合法地取得；(b) 通常由 Apple 向公众提供；(c) 由您独立开发，而未使用任何“机密信息”；(d) 通过第三方合法取得，且该第三方有权向您移转或披露该信息，而不会受到限制；或 (e) 是由 Apple 向您提供的任何第三方软件和/或文档，其附带的授权条款未对此等软件和/或文件的使用或披露规定保密义务，则不视为本协议下的“机密信息”。所有“机密信息”仍为 Apple 的专有财产，您对“机密信息”不享有本协议未规定的默示授权或其他权利。

6. 不使用且不披露机密信息。除非本第 6 节明确许可，或经 Apple 书面明确许可或同意，否则您同意不向“授权最终用户”之外的任何人披露、发布或以其他方式传播任何“机密信息”。您进一步同意采取合理的预防措施，防止未经授权使用、披露、发布或传播“机密信息”，包括防止访问或向第三方展示“Apple 软件”。您同意按照本协议中的规定，仅将“机密信息”用于所允许的用途。您同意，每次未经 Apple 授权代表事先书面核准，不使用“机密信息”为您自己或第三方谋取任何利益。您特此确认，未经授权披露或使用“机密信息”，可能会对 Apple 造成难以确定且无法弥补的伤害及重大损害。因此，您同意，除可能已有的任何其他权利和救济之外，Apple 将有权立即寻求禁止令救济，以强制执行本协议下的义务。

7. 使用预发布版软件的预防措施。您可能需要提供自己的 Apple 品牌计算机或装置，以便能够参与某些“预发布版软件”的种子计划，包括但不限于 iOS 操作系统软件。您如果参与此等种子计划，则可能需要向 Apple 注册您的计算机或装置，并向 Apple 提供此等装置的某些必要信息，包括但不限于唯一装置标识符数字。您理解，要参与“预发布版软件”的种子计划，您可能需要从自己的计算机和/或装置上，移除某些预加载的商业 Apple 软件，才能加载“预发布版软件”。您进一步理解，您在将此等“预发布版软件”加载到自己的计算机和/或装置上之后，可能无法恢复在加载“预发布版软件”之前所使用的预加载商业版 Apple 软件或任何早期版本的“预发布版软件”。此外，由于您使用了“预发布版软件”，因此您已安装或正在使用的应用程序和服务可能无法以相同的方式运行或工作。您确认，在您的 Apple 品牌计算机和/或装置上安装此等“预发布版软件”之后，这些计算机和装置可能无法恢复至其原始状态，并且应用程序和服务可能会受到您使用“预发布版软件”的影响。此外，针对您在使用“预发布版软件”时创建或更改的应用程序或服务，您理解其中的数据（包括文件）可能无法恢复或复原。因您提供装置、测试、安装或使用

“预发布版软件”而可能产生的任何费用、支出或其他责任，包括但不限于因您使用此等“预发布版软件”而对任何设备、软件或数据造成的任何损坏，或数据或信息的任何丢失，**APPLE** 概不负责。此外，“预发布版软件”可能包含错误或不准确之处，进而可能导致您的计算机和/或装置或与之连接的外围设备（包括但不限于服务器和打印机）出现故障、损坏或数据和/或信息丢失。**Apple** 强烈建议您在参与“Beta 版计划”之前，以及在参与任何单个的种子计划之前，备份计算机、装置和/或任何外围设备上的所有数据和信息。“预发布版软件”不适用于也不应用于生产或关键业务系统。

8. 同意收集和使用数据。

8.1 被授权人的义务。在使用 **Apple** 软件，以及在被授权人向其“授权最终用户”部署“授权装置”，并藉此使用或收集数据和信息时，被授权人同意遵守所有适用的法律和法规，包括所有适用于隐私和数据收集的法律和法规。被授权人声明并保证，在向“授权最终用户”部署“授权装置”之前，将充分告知和披露本协议的条款，并从“授权最终用户”处或在必要时从“授权最终用户”的父母或法定监护人处，取得所有必要的权利和同意，以使用、测试和评估“**Apple** 软件”，并直接和附带收集可能产生的“授权最终用户”数据。

8.2 用于 Apple 操作系统（如：iOS、watchOS、iPadOS、tvOS、macOS 和 visionOS 版本）的预发布版软件。为提供、测试并协助 **Apple**、其合作伙伴和第三方开发者改善其产品和服务，除非您选择不使用预发布版本的 **Apple** 操作系统软件（如果适用），否则如果“授权装置”作为此“Beta 版计划”一部分，正在运行此等预发布版本的 **Apple** 操作系统软件，则您确认 **Apple**、其子公司和代理将收集、使用、存储、传输、处理和分析（以下统称为“收集”）来自于这些装置的诊断、技术和使用日志及信息。此信息的收集形式将不会识别“授权最终用户”的个人身份，并可随时通过此等计算机或装置收集。收集的信息包括但不限于常规诊断和使用数据、各种专属装置标识符、各种专属系统或硬件标识符、硬件及操作系统规格的详细信息、效能统计信息、“授权最终用户”使用“授权装置”、系统及应用程序软件和接口设备的方式，以及（如果启用“定位服务”）特定的定位信息。您同意 **Apple** 可与合作伙伴和第三方开发者共享此等诊断、技术和使用日志及信息，以供其改善在 **Apple** 品牌产品上操作或与之相关的产品及服务。您在“授权装置”上安装或使用预发布版本的 **Apple** 操作系统软件，即表示确认并同意 **Apple**、其子公司和代理已取得您的许可，并在必要时已取得各“授权最终用户”父母或法定监护人的许可，有权收集所有此等信息，并按上述规定使用该信息。

8.3 其他预发布版软件与服务。为测试和改善 **Apple** 的产品和服务，您只有在选择安装或使用作为“Beta 版计划”一部分提供的其他“预发布版软件”或服务（不包括 **Apple** 的操作系统软件）时，才须确认 **Apple**、其子公司和代理可通过其他“预发布版软件”或服务，以及通过您的计算机、装置、外围设备或使用此等“预发布版软件”的其他硬件，收集诊断、技术、使用和相关信息。在选择是否安装或使用任何其他此等“预发布版软件”或服务之前，您应仔细阅读 **Apple** 作为“Beta 版计划”的一部分向您披露的版本信息和其他信息。您安装或使用此等其他“预发布版软件”或服务，即表示确认并同意 **Apple**、其子公司和代理已取得您的许可，并在必要时已取得各“授权最终用户”父母或法定监护人的许可，有权收集任何和所有此等信息，并按上述规定使用该信息。

8.4 系统日志和诊断文件。此外，作为您参与“Beta 版计划”的一部分，您可以选择手动附加和/或使用 Apple 的“BETA 版工具”，以收集您计算机和/或装置中的详细硬件和/或系统诊断文件（如：内核日志、Apple System Profile 日志、挂起日志、崩溃日志、微调日志、安装日志、应用程序日志等）（以下简称“系统日志”），并将其发送给 Apple。此等“系统日志”可能包括个人身份信息，包括但不限于您的账户名称、您的联系信息、日历事件和电子邮件通讯。**提供这些“系统日志”属自愿行为，但您如果确实向 Apple 提供这些日志，则须确认并同意：您已取得必要的权利和同意，可向 Apple 提供此等信息，而 Apple 可将这些信息用于 Apple 的诊断目的，并可用于改善“Beta 版计划”和 Apple 的产品和服务。**

8.5 隐私政策。您的信息将始终按照 Apple 的“隐私政策”处理，该政策请见：<https://www.apple.com/legal/privacy>。

9. 无支持和维护；未来的产品。您在参与“Beta 版计划”或特定的种子计划期间，Apple 无义务向您提供“Apple 软件”的任何维护、技术或其他支持。Apple 如果选择提供此等支持，则除提供该支持之外，还将在适用时为您的装置或计算机提供正常的保修，并将于您参与适用种子计划期间，仅通过“Beta 版计划”提供该支持。您同意遵守 Apple 向您提供的任何支持规则或政策，以便接受此等支持。您确认，Apple 并无明示或默示义务，不必于将来宣布或向任何人提供商业版本的“预发布版软件”。如果提供商业版本，则其特征或功能可能不同于根据本协议授权的“预发布版软件”。

10. 论坛。作为“Beta 版计划”的一部分，您或能够参与由 Apple 提供的论坛，讨论“预发布版软件”，以及 Apple 可能向您提供的其他“机密信息”。出于此等论坛的目的，Apple 允许超出第 6 节的要求，出现有限例外，为此可允许您在 Apple 指定的论坛中，与同一种子计划中的其他种子计划参与者进行讨论，讨论您收到的与特定种子计划相关的特定 Apple“机密信息”，但仅限于在此论坛之中。除在此等论坛中与其他种子计划参与者进行讨论的有限目的之外，您确认并同意本协议未向您授予其他权利，您无权复制、重制、发布、博客、披露、发送或以其他方式传播任何 Apple“机密信息”。

11. 赔偿。如果 Apple 及其董事、高管、员工、独立承包商与代理（各称“Apple 受偿方”）承担索赔、损失、负债、损害、费用与成本，包括但不限于律师费与法院费用（统称“损失”），且原因在于或涉及被授权人或其“授权最终用户”违反本协议中的任何证明、契约、义务、陈述或保证，则在适用法律允许的范围内，被授权人同意赔偿 Apple、为其辩护，使其不受损害，并于 Apple 要求时，为“Apple 受偿方”辩护，使其不受任何及所有此等“损失”。

被授权人确认，“Apple 软件”不适用于以下情形：“Apple 软件”提供的内容、功能、服务、数据或信息中出现错误或不准确之处，或“Apple 软件”出现故障，而这些可能导致死亡、人身伤害或严重的身体或环境损害。在法律允许的范围内，因被授权人或其“授权最终用

户”的任何此等使用行为而导致此等“Apple 受偿方”蒙受任何“损失”，被授权人特此同意赔偿各“Apple 受偿方”、为其辩护，使其不受任何“损失”。

未经 Apple 事前书面同意，被授权人不得与第三方缔结任何和解协议或类似的协议，进而影响 Apple 权利，或以任何方式对 Apple 形成拘束。

12. 无保证。在此提供的“Apple 软件”可能被指定为 alpha 版、beta 版、开发版、预发布版、未测试版或未完全测试版。“Apple 软件”可能不完整，也可能包含错误或不准确之处，进而可能导致故障、损坏和/或数据或信息丢失。您明确确认并同意，在适用法律允许的范围内，使用“Apple 软件”须由您自负风险；质量、效能、准确性和劳力付出是否令您满意，亦由您承担全部风险。APPLE 仅以“现状”为基础，向您提供所有“机密信息”，包括“预发布版软件”和“BETA 版工具”，且不提供任何种类的明示或默示保证，包括但不限于对适销性、非侵权性、准确性、完整性、效能和对特定用途适用性的默示保证。您确认，Apple 未公开宣布“预发布版软件”可用，Apple 未向您承诺或保证将来会宣布或向任何人提供此等“预发布版软件”，且 Apple 对您不承担任何明示或默示的义务，不必宣布或推出“预发布版软件”或任何类似或兼容的产品，也不必于将来继续提供或支持“预发布版软件”。对于澳洲的消费者，本授权中的任何内容都不影响或意图影响您在《澳洲消费者保护法》（包括消费者保证）下所享有的法定权利。

13. 免责声明。除本授权另有规定外，在适用法律未禁止的范围内，您须承担与测试、安装或与使用本协议下提供的“预发布版软件”和“BETA 版工具”相关的所有风险和所有费用，包括但不限于任何运营商账单、备份费用、因在您的计算机、装置和/或外围设备上使用“预发布版软件”所产生的费用，以及对任何设备、软件、信息或数据造成的任何损害。在任何情况下，对于任何间接、特殊、附带或衍生性损害，APPLE 概不负责，无论其原因是否在于侵权（包括疏忽）、契约或其他原因，也无论其原因是否在于或涉及本协议，包括因在您的计算机、装置和/或与之连接的任何外围设备上使用“预发布版软件”所引起的任何责任，以及/或源于任何其他“机密信息”，以及/或因 Apple 履行或未履行本协议，尽管 Apple 已被告知或知悉发生此等损害的可能性。在任何情况下，APPLE 对您所有损害的赔偿总额（在涉及人身伤害时，适用法律可能要求的赔偿除外）不得超过五十美元（\$50.00）。尽管上述救济无法达到其根本目的，上述限制也将适用。

14. 期限与终止。本协议将持续有效，直至根据本第 14 节终止。您可随时以任何理由终止本协议或单个的种子项目，但终止方式只能是归还或销毁您拥有或控制的任何和所有“机密信息”（包括但不限于任何“预发布版软件”）；但是，您如果无法清除自己计算机和/或装置中的某些“预发布版软件”，则须同意不使用此等装置（或其上加载的任何“预发布版软件”），除非或直至 Apple 提供商业版本的该“预发布版软件”。Apple 要求时，您同意在任何终止时，提供您遵守上述要求的证明。无论是否有理由，Apple 在向您发出书面通知后，可随时立即终止本协议或单个的种子项目，并可因您违反本协议规定的保密条款，而立即终止本协议。您在收到 Apple 终止通知后的七 (7) 天内，或在 Apple 要求的更早时间内，将按照本节的规定，归还、停止使用并/或销毁“预发布版软件”和所有其他的“机密信息”。在因任何原因终止本协议或单个的种子项目之后，第 3 节、第 4-8 节、第 9 节的

最后两句，以及第 11-20 节（含第 11-20 节）的限制条款仍对双方具有约束力。您根据本协议第 3 节取得使用“Apple 软件”的授权，其期限应从您安装或使用“Apple 软件”之时开始，并将在发生以下情况（以较早者为准）时自动终止，而无需 Apple 通知：(a) 下一次发布商业版“Apple 软件”；(b) 您据以取得“Apple 软件”的单个种子项目终止；(c) 本协议终止；或 (d)“Apple 软件”附带的单独授权中规定的日期已到（如果有）。

15. 禁止出口。您同意，除非美国法律和取得“Apple 软件”所在司法管辖区的法律授权，否则您不会出口或转出口通过 Apple 收到的任何“预发布版软件”或“机密信息”。您尤其不得将（包括但不限于）“Apple 软件”出口或转出口至：(a) 任何美国禁运国家或地区，或 (b) 美国财政部特定国家名单、美国商务部拒绝人员名单或实体名单，或任何其他受限制方名单上的任何人。您下载和使用“Apple 软件”，即表示并保证您不在任何此等国家或地区，亦不在任何此等名单上。您亦同意不将“Apple 软件”用于美国法律所禁止的任何目的，包括但不限于开发、设计、制造或生产导弹、核武器、化学或生物武器。您保证仅将此“Apple 软件”用于评估和测试目的，而不会将其出租、出售、租赁、转授权、转让或以其他方式移转。此外，您保证不会移转或出口作为此“Apple 软件”之直接产品的任何产品、流程或服务。

16. 第三方软件和信息。“Apple 软件”的某些部分可能包含第三方软件和其他受版权保护的材料。此等材料的确认、授权条款和免责声明包含在“Apple 软件”的电子文档中，您对此等材料的使用受到此等各自条款的管辖。在向“Beta 版计划”参与者提供的任何材料、广告、促销或优惠券中，如果提及第三方和第三方产品，则仅供参考，既不构成认可，亦不构成推荐。所有第三方产品规格和描述均由各自的供应商或供货商提供，Apple 对这些供应商或产品的选取、效能或使用概不负责。所有理解、协议或保证（如果有）均在供应商与潜在用户之间直接产生。

17. 不放弃权利或转让。除非 Apple 的正式授权代表以书面形式明确放弃权利并签字，否则延迟或未按本协议采取行动并不构成放弃权利，且单次放弃权利不构成持续或后续放弃权利。您不得转让本协议的全部或部分内容。任何相悖的转让均属无效。

18. 管辖法律。您与 Apple 就本协议、“Apple 软件”或您与 Apple 的关系所产生或与之相关的任何诉讼或争议应于加州北区解决。您与 Apple 特此同意该区的州立及联邦法院就任何此等诉讼或争议解决具有属人管辖权，且为专属管辖法院。本协议以美国及加州法律为管辖法律，并从其解释，但加州法律有关法律冲突的部分除外。尽管有上述规定，但如果您个人签订本协议，且仅作为您受雇于下列实体之一的一部分，则应适用以下例外规定：

- 如果您受雇于美国联邦政府的机构、单位或部门，则本协议应受美国法律管辖，如果无适用的联邦法律，则应适用美国加州法律。此外，尽管本协议有任何相反规定，所有索赔、请求、控诉及争议应视情形受《合同争议法》(41 U.S.C. §§601-613)、《塔克法案》(28 U.S.C. § 1346(a) 和 § 1491)、《联邦侵权赔偿法》(28 U.S.C. §§ 1346(b)、2401-2402、2671-2672、2674-2680) 或其他适用管辖机构的约束。

- 如果您受雇于美国公立且受认可的教育机构，则 (a) 本协议将以贵教育机构实际所在州（美国境内）的法律为管辖法律，并从其解释，但该州法律有关法律冲突的部份除外；且 (b) 您与 Apple 就本协议、“Apple 软件”或您与 Apple 的关系所产生或与之相关的任何诉讼或争议应于加州北区联邦法院解决。您与 Apple 特此同意该区具有属人管辖权，且为专属管辖区；但如果贵教育机构实际所在州的法律明文禁止此等同意，则除外。
- 如果您受雇于国际性政府间组织，并已通过政府间宪章或协议取得国内法院的司法管辖区豁免权，则因本协议所产生、与本协议有关或违反本协议所致的任何争端或索赔，皆应交付国际争议解决中心，依其国际仲裁规则进行仲裁决定。仲裁地应为英国伦敦，语言应为英文，仲裁人应有三名。Apple 要求时，您同意提供证据，证明您是具备此等特权及豁免权的政府间机构。

本协议不受《联合国国际货物销售合同公约》的管辖，该公约的适用性明确排除在外。

19. 政府最终用户。“Apple 软件”和相关文档属于“商业产品”，该术语的定义见 48 C.F.R. §2.101，其中包含“商业计算机软件”和“商业计算机软件文件”，其定义各见 48 C.F.R. §12.212 或 48 C.F.R. §227.7202。根据 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 §227.7202-4（如果适用），“商业计算机软件”和“商业计算机软件文档”在向美国政府最终用户授权时：(a) 仅作为“商业产品”；并且 (b) 仅具有根据本协议的条款和条件，向所有其他最终用户授予的权利。Apple 根据美国的版权法律保留未经发布的权利。

20. 可分割性；完整的理解。如果发现本协议的任何规定不可执行或无效，则应在必要的最低限度内限制或取消该规定，以使本协议在其他方面仍具完全效力且可执行。本协议（包括根据本协议生效的任何附录，以及“Apple 软件”附带的任何其他授权）构成与本协议披露的“机密信息”有关的完整协议，并取代与此等“机密信息”有关的所有先前或同期的口头或书面协议。除上述第 2 节规定的情形外，本协议与“Apple 软件”附带的任何授权协议之间如果有任何不一致，则将以“Apple 软件”附带的授权协议为准。除本协议明确规定外，对本协议任何规定之放弃或修改，只有经双方授权代表书面签署，方有效力。本协议的任何翻译均为满足本地要求，如果英文版与任何非英文版之间有所争议，则在您所在司法管辖区的本地法律未禁止的范围内，应以本协议的英文版为准。

EA1880
LYL176

2024 年 9 月 9 日

PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS APPLE BETA SOFTWARE PROGRAM AGREEMENT (“AGREEMENT”) CAREFULLY. BY CLICKING ON THE “AGREE” BUTTON, YOU ARE AGREEING ON YOUR OWN BEHALF OR ON BEHALF OF YOUR LEGAL ENTITY (WHETHER A COMPANY, ORGANIZATION, EDUCATIONAL INSTITUTION, OR GOVERNMENTAL AGENCY, INSTRUMENTALITY, OR DEPARTMENT) TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN CLICK THE “DECLINE” BUTTON AND YOU WILL BE INELIGIBLE TO PARTICIPATE IN THE APPLE BETA SOFTWARE PROGRAM.

**APPLE BETA SOFTWARE AGREEMENT
APPLE SOFTWARE ENGINEERING
APPLE INC.**

1. Participation in the Beta Program. The purpose of the Apple Beta Software Program (“**Beta Program**”) is to make alpha, beta, seed, and other pre-release software, pre-release services, and related documentation, materials, and information (collectively, the “**Pre-Release Software**”) available to Beta Program participants from time to time for the purpose of providing Apple with feedback on the quality and usability of the Pre-Release Software. You understand and agree that participation in the Beta Program is voluntary and does not create a legal partnership, agency, or employment relationship between You and Apple, and neither You nor Apple has any authority to bind the other. You understand that Your participation in the Beta Program does not obligate Apple to provide You with any Pre-Release Software. Should Apple decide to provide You with Pre-Release Software, You agree to use and evaluate the Pre-Release Software diligently. Apple reserves the right to modify the terms, conditions, and policies of this Beta Program at any time without notice, and to revoke Your participation in this Beta Program at any time. If Apple makes changes to the terms and conditions of this Agreement, then Apple will publish such revised terms and conditions on the Beta Program web portal.

As used in this Agreement, “Licensee” means the person who has accepted this Agreement on their own behalf or the legal entity (whether a company, organization, educational institution, or governmental agency, instrumentality, or department) that has accepted this Agreement through its authorized representative. “Authorized End User” means Licensee’s employees and contractors, members of Licensee’s organization or, if Licensee is an educational institution, Licensee’s faculty, staff and students who are authorized by Licensee to exercise rights under this Agreement. “You” and “Your” means Licensee and any Authorized End User. For avoidance of doubt, Licensee is responsible for compliance with this Agreement by its Authorized End Users.

By participating in the Beta Program, You certify that You and Your Authorized End Users 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 and Your Authorized End Users are legally permitted to join the Beta Program. If Your Authorized End Users are not of legal age, You acknowledge and

Apple Beta Software Agreement

agree that You have obtained the permission of the parent or legal guardian of each Authorized End User. This Agreement is void where prohibited by law and the right to become a Beta Program participant is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, You cannot share or transfer any software or other materials you receive from Apple in connection with being a Beta Program participant. The Apple Account and password You use to login as a Beta Program participant cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of Your Apple Account and password and for any activity in connection with Your account.

Notwithstanding the foregoing restrictions in this Section 1, 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 Account and password for their use in connection with the Beta Program 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 Apple agreements.

2. Access to Pre-Release Software; Beta Tools; and Additional Terms. You understand that Apple may make Pre-Release Software available to Beta Program participants for downloading online through the Mac App Store, through the Beta Program web portal, on physical media, and/or as otherwise provided through the Beta Program (e.g., by manual download of a digital image, by providing software configuration profiles, etc.). From time to time, Apple, at its option, may also provide You with software or services as part of the Beta Program, including but not limited to scripts, code snippets, utilities, configuration profiles, sample code, troubleshooting applications and bug submission tools ("**Beta Tools**") as part of Your participation in the Beta Program. All use of such Pre-Release Software and Beta Tools shall be pursuant to the terms and conditions of this Agreement and/or another license agreement accompanying such Pre-Release Software or Beta Tools (collectively, "**Pre-Release Software**" and "**Beta Tools**" shall be referred to as "**Apple Software**" for purposes of this Agreement).

If the Apple Software is accompanied by a separate license agreement, You agree that the license agreement accompanying such Apple Software, in addition to Sections 5 and 6 of this Agreement, shall govern Your use of the Apple Software. Any inconsistencies between the provisions of the license agreement accompanying the Apple Software and Sections 5 and 6 of this Agreement shall be governed by this Agreement. If there is no license agreement accompanying the Apple Software, Your use of the Apple Software will be subject to the provisions of this Agreement.

You acknowledge and agree that You are responsible (a) for ensuring that each Authorized End User is aware of and complies with the terms and conditions of the license agreements for the Apple Software, (b) for obtaining any required consents for Your Authorized End Users' use of the Apple Software and to deploy Authorized Devices as permitted hereunder, and (c) to monitor and be fully responsible for all such use of the Apple Software by Your Authorized End Users. Further, Apple Software may enable access to Apple and third-party services and web sites (collectively and individually, "**Services**"). Use of these Services requires Internet access

and use of certain Services may require an Apple Account, may require you to accept additional terms and may be subject to additional fees.

3. License Grant and Restrictions. Subject to Your compliance with this Agreement, Apple hereby grants You a personal, limited license to use the Apple Software on Authorized Devices (defined below) and deploy them to Authorized End Users solely for testing and evaluation purposes and only in connection with this Beta Program. For purposes of this Agreement, “Authorized Devices” means Apple-branded products that are owned or controlled by Licensee, have been designated for use by Authorized End Users only, and that are eligible for use in this Beta Program. Except as otherwise permitted under Section 16, this license does not grant You the right to use the Apple Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the Apple Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Apple Software (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 Apple Software). Unless otherwise permitted under Section 16 below, You certify that the Apple Software will only be used for testing and evaluation purposes in connection with the Beta Program, and will not be rented, sold, leased, sublicensed, assigned, distributed or otherwise transferred. Apple retains ownership of all Apple Software, and except as expressly set forth herein, no other rights or licenses are granted or to be implied under any Apple intellectual property.

4. Feedback; Contact from Apple. As part of the Beta Program, Apple may provide You and certain of Your Authorized End Users with the opportunity to submit bug reports, questionnaires, enhancement requests, issue reports and/or support information (collectively, “**Feedback**”) to Apple. Authorized End Users who are students are not permitted to provide Feedback to Apple. Apple may request this information from You and non-student Authorized End Users through the Beta Tools as well as by phone, email, web questionnaires, bug forms, and other mechanisms. By agreeing to this Agreement, You agree that Apple may contact You from time to time about the Beta Program, and You hereby consent to receive such communications. Except as otherwise set forth in Section 8, you agree that in the absence of a separate written agreement to the contrary, Apple will be free to use any Feedback You provide for any purpose.

5. Definition of Confidential Information. You agree that the Pre-Release Software and any information concerning the Pre-Release Software (including its nature and existence, features, functionality, and screen shots), the Beta Tools, and any other information disclosed by Apple to You in connection with this Agreement, including but not limited to information learned by You from Apple employees, agents or through inspection of Apple’s property, that relates to Apple’s products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to You by Apple, will be considered and referred to collectively in this Agreement as “**Confidential Information.**” Information that otherwise would be deemed Confidential Information but (a) is generally and legitimately available to the public through no fault or breach of Yours, (b) is generally made

available to the public by Apple, (c) is independently developed by You without the use of any Confidential Information, (d) was rightfully obtained from a third party who had the right to transfer or disclose it to You without limitation, or (e) 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. All Confidential Information remains the sole property of Apple and You have no implied licenses or other rights in the Confidential Information not specified in this Agreement.

6. Nonuse and Nondisclosure of Confidential Information. Except as expressly permitted in this Section 6, You agree that You will not disclose, publish, or otherwise disseminate any Confidential Information to anyone other than Your Authorized End Users, or as otherwise expressly permitted or agreed to in writing by Apple. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the Apple Software to third parties. You agree to use the Confidential Information solely for the permitted uses as set forth in this Agreement. You agree not to use Confidential Information otherwise for Your own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance. You hereby 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 obligations under this Agreement in addition to any other rights and remedies it may have.

7. Precautions for the use of Pre-Release Software. You may need to provide Your own Apple-branded computer or device to be able to participate in seeds of certain Pre-Release Software, including, but not limited to, the iOS operating system software. If You participate in such seeds, You may need to register Your computer or device with Apple and provide Apple with certain necessary information from such device, including, without limitation, unique device identifier numbers. You understand that to participate in seeds of Pre-Release Software You may need to remove certain pre-loaded, commercial Apple software from Your computer and/or device in order to load the Pre-Release Software. You further understand that once You load such Pre-Release Software onto Your computer and/or device, You may be unable to revert back to the pre-loaded, commercial release of the Apple software You were using prior to loading the Pre-Release Software or any earlier release of the Pre-Release Software. In addition, applications and services You have installed or been using may be unable to run or function in the same manner because of Your use of the Pre-Release Software. **YOU ACKNOWLEDGE THAT BY INSTALLING SUCH PRE-RELEASE SOFTWARE ON YOUR APPLE-BRANDED COMPUTERS AND/OR DEVICES, THESE COMPUTERS AND DEVICES MAY NOT BE CAPABLE OF BEING RESTORED TO THEIR ORIGINAL CONDITION AND THAT APPLICATIONS AND SERVICES MAY BE AFFECTED BY YOUR USE OF PRE-RELEASE SOFTWARE. FURTHER, YOU UNDERSTAND THAT DATA (INCLUDING DOCUMENTS) FROM SUCH APPLICATIONS OR SERVICES THAT YOU CREATE OR CHANGE WHILE USING THE PRE-RELEASE SOFTWARE MAY BE INCAPABLE OF BEING RESTORED OR RECOVERED. APPLE SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR**

OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF PROVISIONING YOUR DEVICES, YOUR TESTING OR THE INSTALLATION OR USE OF PRE-RELEASE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION ARISING FROM YOUR USE OF SUCH PRE-RELEASE SOFTWARE. In addition, the Pre-Release Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from Your computer and/or device or from Your peripherals (including, without limitation, servers and printers) connected thereto. **Apple strongly encourages You to back-up all data and information on Your computer, devices and/or any peripherals prior to Your participation in the Beta Program and before any individual seeds. The Pre-Release Software is not intended for use, and should not be used, in production or business-critical systems.**

8. Consent to Collection and Use of Data.

8.1 Licensee's Obligations. Licensee agrees to comply with all applicable laws and regulations, including all applicable privacy and data collection laws and regulations with respect to any use or collection of data and information through the use of the Apple Software and Licensee's deployment of Authorized Devices to its Authorized End Users. Licensee represents and warrants that it will provide sufficient notice and disclosure of the terms of the Agreement, and obtain all necessary rights and consents, either from the Authorized End User, or where necessary, the Authorized End User's parent or legal guardian, for the use, testing and evaluation of Apple Software and the direct and incidental collection of Authorized End User data that may arise, prior to deploying Authorized Devices to the Authorized End User.

8.2 Pre-Release Software for Apple's Operating Systems (e.g., versions of iOS, watchOS, iPadOS, tvOS, macOS, and visionOS). In order to provide, test and help Apple, its partners, and third-party developers improve their products and services, and unless You opt out in the pre-release versions of Apple's operating system software, as applicable, You acknowledge that Apple and its subsidiaries and agents will be collecting, using, storing, transmitting, processing and analyzing (collectively, "Collecting") diagnostic, technical, and usage logs and information from Your Authorized Devices that are running such pre-release versions of Apple's operating system software as part of this Beta Program. This information will be Collected in a form that does not personally identify the Authorized End User and may be Collected from such computers or devices at any time. The information that would be Collected includes, but is not limited to, general diagnostic and usage data, various unique device identifiers, various unique system or hardware identifiers, details about hardware and operating system specifications, performance statistics, and data about how Authorized End Users use Authorized Devices, system and application software, and peripherals, and, if Location Services is enabled, certain location information. You agree that Apple may share such diagnostic, technical, and usage logs and information with partners and third-party developers for purposes of allowing them to improve their products and services that operate on or in connection with Apple-branded products. **By installing or using pre-release versions of Apple's operating system software on Your Authorized Devices, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission and where necessary the permission of the parent or legal**

guardian of each Authorized End User to Collect all such information and use it as set forth above.

8.3 Other Pre-Release Software and Services. In order to test and improve Apple's products and services, and only if You choose to install or use other Pre-Release Software or Services (excluding Apple's operating system software) provided as part of the Beta Program, You acknowledge that Apple and its subsidiaries and agents may be Collecting diagnostic, technical, usage and related information from other Pre-Release Software or Services and from Your computer, devices, peripherals or other hardware that uses such Pre-Release Software. You should carefully review the release notes and other information disclosed to You by Apple as part of the Beta Program prior to choosing whether or not to install or use any such other Pre-Release Software or Services. **By installing or using such other Pre-Release Software or Services, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission and where necessary the permission of the parent or legal guardian of each Authorized End User to Collect any and all such information and use it as set forth above.**

8.4 System Logs and Diagnostic Files. In addition, as part of Your participation in the Beta Program, You may have the option of manually attaching and/or using Apple's Beta Tools to gather detailed hardware and/or system diagnostic files (e.g., kernel logs, Apple System Profile logs, hang logs, crash logs, spin logs, install logs, application logs, etc.) from Your computer and/or devices ("System Logs") to send to Apple. Such System Logs may include personally identifiable information, including, without limitation, Your account name, information regarding Your contacts, calendar events, and email correspondence. **Providing these System Logs is voluntary, but if You do provide them to Apple, then You acknowledge and agree that You have obtained the necessary rights and consents to provide such information to Apple and that Apple may use them for Apple's diagnostic purposes and to improve the Beta Program and Apple's products and services.**

8.5 Privacy Policy. At all times your information will be treated in accordance with Apple's Privacy Policy that can be viewed at: <https://www.apple.com/legal/privacy>.

9. No Support and Maintenance; Future Products. During Your participation in the Beta Program or in a particular seed, Apple is not obligated to provide You with any maintenance, technical or other support for the Apple Software. If, at Apple's option, such support is provided, it will be provided in addition to Your normal warranty coverage for Your device or computer, as applicable, and will be available exclusively through the Beta Program while You are a participant for the applicable seed. You agree to abide by any support rules and policies that Apple provides to You in order to receive such support. You acknowledge that Apple has no express or implied obligation to announce or make available a commercial version of the Pre-Release Software to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Pre-Release Software licensed hereunder.

10. Discussion Forums. As part of the Beta Program, You may have the ability to participate in discussion forums provided by Apple about the Pre-Release Software and other Confidential Information that Apple may make available to You. For purposes of such discussion forums, Apple is providing a limited exception to Section 6 by allowing You to discuss certain Apple Confidential Information received by You in connection with a particular seed with other seed participants who are in the same seed as You in the Apple designated discussion forum for such seed, and only within this discussion forum. Except for the limited purpose of discussions with other seed participants within such forums, You acknowledge and agree that this Agreement does not grant You the right to copy, reproduce, publish, blog, disclose, transmit, or otherwise disseminate any Apple Confidential Information.

11. Indemnification. To the extent permitted by applicable law, Licensee agrees to indemnify, defend and hold harmless Apple, and upon Apple's request, defend Apple, its directors, officers, employees, independent contractors and agents (each an "Apple Indemnified Party") from any and all claims, losses, liabilities, damages, expenses and costs, including without limitation attorneys fees and court costs, (collectively "Losses") incurred by an Apple Indemnified Party and arising from or related to Licensee's or its Authorized End User's breach of any certification, covenant, obligation, representation or warranty in this Agreement.

Licensee acknowledges that the Apple Software is not intended for use in situations in which errors or inaccuracies in the content, functionality, services, data or information provided by the Apple Software or the failure of the Apple Software could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by law, Licensee hereby agrees to indemnify, defend and hold harmless each Apple Indemnified Party from any Losses incurred by such Apple Indemnified Party by reason of any such use by Licensee or its Authorized End Users.

In no event may Licensee enter into any settlement or like agreement with a third party that affects Apple's rights or binds Apple in any way, without the prior written consent of Apple.

12. No Warranty. The Apple Software provided hereunder may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions. The Apple Software may be incomplete and may contain errors or inaccuracies that could cause failures, corruption and/or loss of data or information. You expressly acknowledge and agree that, to the extent permitted by applicable law, all use of the Apple Software is at Your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with You. APPLE IS PROVIDING ALL CONFIDENTIAL INFORMATION, INCLUDING THE PRE-RELEASE SOFTWARE AND BETA TOOLS, TO YOU SOLELY ON AN "AS IS" BASIS 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. You acknowledge that Apple has not publicly announced the availability of the Pre-Release Software, that Apple has not promised or guaranteed to You that such Pre-Release Software will be announced or made available to anyone in the future, and that Apple has no express or implied obligation to You to announce or introduce the Pre-

Release Software or any similar or compatible product, or to continue to offer or support the Pre-Release Software in the future. For consumers in Australia, nothing in this license affects, or is intended to affect, your statutory rights under the Australian Consumer Law (including the consumer guarantees).

13. Disclaimer of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS LICENSE, TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH TESTING, INSTALLATION, OR USE OF THE PRE-RELEASE SOFTWARE AND BETA TOOLS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CARRIER BILLS, BACK-UP EXPENSES, COSTS INCURRED FOR THE USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA, AND IN NO EVENT WILL APPLE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY LIABILITY THAT STEMS FROM ANY USE OF THE PRE-RELEASE SOFTWARE ON YOUR COMPUTER, DEVICES AND/OR ANY PERIPHERALS CONNECTED THERETO, AND/OR FROM ANY OTHER CONFIDENTIAL INFORMATION, AND/OR APPLE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF APPLE HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL APPLE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

14. Term and Termination. This Agreement will continue in effect until terminated in accordance with this Section 14. You may terminate this Agreement or an individual seeding project at any time, for any reason, but only by returning or destroying any and all Confidential Information that is in Your possession or control (including, without limitation, any Pre-Release Software); provided however that if You are unable to purge certain Pre-Release Software from Your computer and/or devices, then You agree that You will not use such device (or any Pre-Release Software loaded thereon) unless or until Apple makes available a commercial version of the Pre-Release Software available. At Apple's request, You agree to provide certification of Your compliance with the foregoing requirements upon any termination. Apple may terminate this Agreement or an individual seeding project at any time, with or without cause, immediately upon written notice to You, and may terminate this Agreement immediately for any breach of the confidentiality provisions set forth herein. Within seven (7) days of Your receipt of Apple's termination notice, or earlier if requested by Apple, You will return, cease all use of, and/or destroy the Pre-Release Software and all other Confidential Information as provided in this Section. Following termination of this Agreement or an individual seeding project for any reason, the restrictions of Section 3, 4-8, the last two sentences of Section 9, and 11-20, inclusive, will continue to bind the parties. The term of your license to use the Apple Software granted under Section 3 of this Agreement shall commence upon your installation or use of the Apple Software and will terminate automatically without notice from Apple upon the earlier of (a) the next commercial release of the Apple Software, (b) the termination of the individual

seeding project under which you obtained the Apple Software, (c) the termination of this Agreement, or (d) the date specified in the separate license accompanying the Apple Software (if any).

15. No Export. You agree that You will not export or re-export any of the 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 Apple Software was obtained. In particular, but without limitation, the Apple Software 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 or any other restricted party lists. By downloading and using the Apple Software, 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 the Apple Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You certify that this Apple Software will only be used for evaluation and testing purposes, and will not be rented, sold, leased, sublicensed, assigned, or otherwise transferred. Further, You certify that You will not transfer or export any product, process or service that is a direct product of this Apple Software.

16. Third-Party Software & Information. Portions of the Apple Software may include third-party software and other copyrighted material. Acknowledgements, licensing terms, and disclaimers for such material are contained in the electronic documentation for the Apple Software, and Your use of such material is governed by such respective terms. Mention of third parties and third-party products in any materials, advertising, promotions or coupons provided to Beta Program participants 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.

17. No Waiver or Assignment. 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 may not be assigned by You in whole or in part. Any contrary assignment shall be null and void.

18. Governing Law. Any litigation or dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect to any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law. Notwithstanding the foregoing, if You are

an individual entering into this Agreement solely as part of Your employment for one of the entities listed below, then the following exceptions shall apply:

- If You are employed by an agency, instrumentality or department of the federal government of the United States, then this Agreement shall be governed in accordance with the laws of the United States of America, and in the absence of applicable federal law, the laws of the State of California will apply. Further, and notwithstanding anything to the contrary in this Agreement, all claims, demands, complaints and disputes will be subject to the Contract Disputes Act (41 U.S.C. §§601-613), the Tucker Act (28 U.S.C. § 1346(a) and § 1491), or the Federal Tort Claims Act (28 U.S.C. §§ 1346(b), 2401-2402, 2671-2672, 2674-2680), as applicable, or other applicable governing authority.
- If You are employed by a U.S. public and accredited educational institution, then (a) this Agreement will be governed and construed in accordance with the laws of the state (within the U.S.) in which Your educational institution is domiciled, except that body of state law concerning conflicts of law; and (b) any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Software, or Your relationship with Apple will take place in federal court within the Northern District of California, and You and Apple hereby consent to the personal jurisdiction of and exclusive venue of such District unless such consent is expressly prohibited by the laws of the state in which Your educational institution is domiciled.
- If You are employed by an international, intergovernmental organization that has been conferred immunity from the jurisdiction of national courts through Your intergovernmental charter or agreement, then any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. The place of arbitration shall be London, England; the language shall be English; and the number of arbitrators shall be three. Upon Apple's request, You agree to provide evidence of Your status as an intergovernmental organization with such privileges and immunities.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

19. Government End Users. The Apple Software and related documentation are "Commercial Products", 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 Products 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.

20. Severability; Complete Understanding. If any provision of this Agreement 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, including any appendices made effective pursuant to this Agreement and any additional licenses accompanying the Apple Software, constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. Except to the extent provided under Section 2 above, any inconsistencies between this Agreement and any license agreement accompanying the Apple Software will be governed by the license agreement accompanying the Apple Software. Except as expressly set forth herein, any waiver or amendment of any provision of this Agreement shall be effective only if in writing and signed by authorized representatives of both parties. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern, to the extent not prohibited by local law in Your jurisdiction.

EA1880

LYL176

09 September 2024