

請向下捲動並仔細閱讀本《**Apple Beta 軟件計劃協議**》(以下簡稱「**協議**」)的以下所有條款及細則。透過選按「同意」按鈕，即表示你代表自己或所屬法律實體(不論是公司、組織、教育機構或政府機關、機構或部門)同意受本協議的所有條款及細則約束。如你不同意或無法同意受本協議的所有條款及細則約束，則請選按「拒絕」按鈕，然後你將不符合 **Apple Beta 軟件計劃** 的參與資格。

Apple Beta 軟件協議
APPLE SOFTWARE ENGINEERING
APPLE INC.

1. 參與 Beta 計劃。 Apple Beta 軟件計劃(「**Beta 計劃**」)會不定時向 Beta 計劃參與者提供 Alpha、Beta、種子及其他預先發行軟件、預先發行服務，以及相關的文件、材料和資訊(以下統稱為「**預先發行軟件**」)，以作為 Apple 提供有關預先發行軟件之質素及可用性方面之意見回饋的用途。你理解並同意參與 Beta 計劃純屬自願，這並不構成你和 Apple 之間的法定合作夥伴關係、代理關係或僱傭關係，而你或 Apple 均無權約束另一方。你理解參與 Beta 計劃並不等於 Apple 有義務向你提供任何預先發行軟件。如 Apple 決定向你提供預先發行軟件，你同意用心盡責地使用及評估預先發行軟件。Apple 保留權利隨時修改本 Beta 計劃的條款、細則及政策，恕不另行通知，並有權隨時撤回你參與本 Beta 計劃的權利。如 Apple 對本協議的條款及細則作出變更，則 Apple 會在 Beta 計劃入口網站上發佈該等修訂後的條款及細則。

在本協議中，「被授權人」是指代表其個人接受本協議的人士，或透過其授權代表接受本協議的法律實體(不論是公司、組織、教育機構或政府機關、機構或部門)。「獲授權終端使用者」是指被授權人的僱員及合約承辦商、被授權人組織的成員，或若被授權人為教育機構，則是指獲被授權人授權根據本協議行使權利的教員、職員及學生。「你」和「你的」是指被授權人和任何獲授權終端使用者。為釋疑慮，被授權人有責任確保其獲授權終端使用者遵循本協議的規定。

透過參與 Beta 計劃，你茲確認你和你的獲授權終端使用者已屆所居住司法管轄區的法定成人年齡(在大部分國家/地區為年滿 18 歲)，且你聲明你和你的獲授權終端使用者均獲法律允許參與 Beta 計劃。如你的獲授權終端使用者並未屆滿法定年齡，你茲確認並同意你已取得每名獲授權終端使用者之家長或法定監護人的許可。本協議在法律禁止的情況下即予作廢，在此等司法管轄區內恕不授予成為 Beta 計劃參與者的權利。除非 Apple 另有書面同意或許可，否則你不得分享或轉移透過成為 Beta 計劃參與者而從 Apple 處獲得之任何軟件或其他材料。你用於以 Beta 計劃參與者身份登入的 Apple 帳戶及密碼，不得以任何方式分享或分享予任何人。你有責任維護你的 Apple 帳戶及密碼以及與帳戶相關之任何活動的保密性。

在不違反本協議第 1 節上述限制的情況下，如你是 13 歲至所居住司法管轄區法定成人年齡之間人士的家長或法定監護人，你可允許該等人士分享你的 Apple 帳戶及密碼，以在你

的監督下並僅遵循本協議規定的情況下，僅作與 Beta 計劃相關的用途。你有責任確保該等人士遵循本協議及任何其他 Apple 協議，如其有任何違反情況，你亦須承擔責任。

2. 存取預先發行軟件；Beta 工具；以及額外條款。你理解 Apple 可能會向 Beta 計劃參與者提供預先發行軟件，以供其透過 Mac App Store 線上下載、透過 Beta 計劃入口網站下載、透過實體媒介下載，及/或透過 Beta 計劃的其他方式下載 (例如：手動下載數碼圖片、提供軟件配置設定檔等)。Apple 亦可能會不定時自行選擇向你提供軟件或服務，作為 Beta 計劃的一部分，這包括但不限於腳本、程式碼片段、公用程式、配置設定檔、樣本程式碼、疑難排解應用程式及錯誤提交工具 (「**Beta 工具**」)，以作為你參與 Beta 計劃的一部分。對該等預先發行軟件及 Beta 工具的一切使用，均應遵循本協議及/或伴隨該等預先發行軟件或 Beta 工具的其他授權協議的條款及細則 (就本協議而言，「**預先發行軟件**」及「**Beta 工具**」一概統稱為「**Apple 軟件**」)。

如 Apple 軟件另設單獨的授權協議，則你同意伴隨該等 Apple 軟件的授權協議，以及本協議第 5 節和第 6 節，應管轄你對 Apple 軟件的使用。如伴隨 Apple 軟件之授權協議的條款與本協議第 5、6 節的條款存在不一致之處，則應以本協議為準。如 Apple 軟件並無附設授權協議，你對 Apple 軟件的使用應受本協議的條款約束。

你茲確認並同意你有責任 (a) 確保每名獲授權終端使用者已知悉並遵循 Apple 軟件授權協議的條款及細則；(b) 就獲授權終端使用者對 Apple 軟件的使用取得任何必要的知情同意，以便根據本協議規定部署獲授權裝置；以及 (c) 監督獲授權終端使用者對 Apple 軟件的該等使用並對之全面負責。此外，Apple 軟件或能讓你存取 Apple 及第三方的服務及網站 (下文統稱及各自稱為「**服務**」)。使用這些服務需要連接互聯網，而特定的服務可能需要 Apple 帳戶、要求你接受額外條款，並可能需支付額外費用。

3. 授權與限制。取決於你對本協議的遵守情況，Apple 茲向你授予個人、有限制的授權，允許你在獲授權裝置 (定義如下) 上使用 Apple 軟件，並向獲授權終端使用者部署它們，以僅在與本 Beta 計劃相關的情況下僅作測試及評估用途。就本協議而言，「**獲授權裝置**」是指由被授權人擁有或控制、被指定僅供獲授權終端使用者使用，並且符合本 Beta 計劃使用資格的 Apple 品牌產品。除非第 16 節另有許可外，否則此項授權並未向你授予使用 Apple 軟件作任何其他用途的權利或者披露、重製、分發、修改 Apple 軟件或以之製作衍生作品的權利。你同意不會反彙編、反向工程、拆裝、解碼或企圖導出任何 Apple 軟件的原始程式碼 (除非和只有在適用法律禁止任何前述限制的範圍內，或管轄 Apple 軟件所載開放原始碼組件的使用之許可條款可能允許的範圍內)。除非下文第 16 節另有許可外，否則你保證此 Apple 軟件只會用於與 Beta Program 計畫有關的測試和評估目的，而不會出租、出售、租賃、再授權、指派、頒發或以其他方式轉讓。Apple 保留所有 Apple 軟件的擁有權，除非本協議另有明確列明外，否則任何 Apple 知識產權均未授予或隱含任何其他權利或授權。

4. 意見回饋；Apple 聯絡。作為 Beta 計劃的一部分，Apple 可能會向你和部分指定的獲授權終端使用者提供機會，以向 Apple 提交錯誤報告、問卷、服務提升請求、問題報告及

/或支援資訊 (以下統稱為「**意見回饋**」)。如獲授權終端使用者是學生，則不得向 Apple 提供意見回饋。Apple 可能會透過 Beta 工具，以及透過電話、電郵、網站問卷、錯誤表格及其他機制，向你和非學生獲授權終端使用者索取該等資訊。透過同意本協議，即表示你同意 Apple 可不定時就 Beta 計劃聯絡你，並且你茲同意接收該等通訊。除非第 8 節另有訂明外，否則你同意若不存在相反的單獨書面協議，Apple 可以任意使用你提供的意見回饋作任何用途。

5. 機密資訊的定義。你同意預先發行軟件及任何有關預先發行軟件 (包括其性質及存在、特色、功能和螢幕截圖)、Beta 工具的資訊，以及 Apple 就本協議相關用途而向你披露的任何其他資訊，包括但不限於你從 Apple 員工、代理或透過查看 Apple 財產而得知的資訊、與 Apple 之產品、設計、商業計劃、業務機會、財務、研究、開發、知識、人員相關的資訊，或 Apple 向你披露的第三方機密資訊，在本協議中一概視作並統稱為「**機密資訊**」。任何在一般情況下會被視作機密資訊，但 (a) 非因你的過錯或違約而普遍且合法向公眾提供的資訊；(b) 由 Apple 普遍向公眾提供的資訊；(c) 未使用任何 Apple 機密資訊而由你獨立開發的資訊；(d) 從有權無限制地轉讓或披露給你的第三方合法取得的資訊；或 (e) Apple 提供給你並隨附授權條款的任何第三方軟件及/或文件，而有關授權條款並未對此等軟件及/或文件的使用或披露附加保密義務，在本協議下概不視為機密資訊。所有機密資訊均為 Apple 的獨有財產，你未獲默示授權或其他權利使用本協議未指明的機密資訊。

6. 不得使用及披露機密資訊。除非第 6 節有明確許可外，否則你同意你不會向除你的獲授權終端使用者外之任何人士披露、發佈或傳播任何機密資訊，惟 Apple 明確書面許可或同意則另當別論。你進一步同意採取合理的預防措施，防止機密資訊遭到任何未經授權的使用、披露、發佈或傳播，這包括防止存取或向第三方展示 Apple 軟件。你同意僅將機密資訊用於本協議訂明的許可用途。你同意在任何情況下，未經 Apple 授權代表事先書面同意，不會以其他方式使用機密資訊為你或任何第三方謀取利益。你茲確認未經授權披露或使用機密資訊，可能會對 Apple 造成不可挽回的危害及可能難以界定的嚴重損害。為此，你相應地同意 Apple 有權尋求即時禁製令，在其享有的任何其他權利及救濟措施範圍之外履行本協議下的義務。

7. 使用預先發行軟件的預防措施。你可能需要提供自身擁有的 Apple 品牌電腦或裝置，以便能參與部分指定預先發行軟件的種子工程，包括但不限於 iOS 作業系統軟件。如你參與該等種子工程，你可能需要向 Apple 註冊你的電腦或裝置，並從該等裝置向 Apple 提供指定的必要資訊，包括但不限於唯一裝置識別號碼。你理解為了參與預先發行軟件的種子工程，你可能需要從電腦及/或裝置移除部分事先載入的商業 Apple 軟件，以便能載入預先發行軟件。你進一步同意，當你在你的電腦及/或裝置載入該等預先發行軟件後，你可能無法恢復在載入預先發行軟件之前事先載入的商業版 Apple 軟件，或預先發行軟件的任何較早版本。此外，你所安裝或使用的應用程式及服務，可能因你使用預先發行軟件而無法如往常般運行或發揮功用。你茲確認，透過在你的 Apple 品牌電腦及/或裝置上安裝該等預先發行軟件，該等電腦及裝置可能無法恢復其原來的狀態，而且應用程式及服務可能受你使用預先發行軟件的影響。此外你亦理解，在使用預先發行軟件期間，你從該等

應用程式或服務建立或更改的資料 (包括文件) 可能無法恢復或復原。對因配置你的裝置、你的測試或安裝或使用預先發行軟件而招致的任何成本、開銷或你的其他責任，包括但不限於任何設備、軟件或資料的損壞，或任何因你使用該等預先發行軟件而招致的數據或資料損失，**Apple** 恕不承擔任何責任。此外，預先發行軟件可能含有錯誤或不準確之處，並可能導致你的電腦及/或裝置或你連接之周邊裝置 (包括但不限於伺服器及打印機) 上的資料及/或資訊失敗、損毀或遺失。**Apple** 強烈建議你在參與 **Beta** 計劃及任何個別種子工程前，先備份電腦、裝置及/或任何周邊裝置上的所有資料及資訊。預先發行軟件非旨在亦不得用於正式版或具商業重要性的系統中。

8. 同意收集及使用資料。

8.1 被授權人的義務。被授權人同意遵循所有適用法律及法規，包括與透過使用 **Apple** 軟件使用或收集任何資料及資訊的，以及與被授權人向其獲授權終端使用者部署獲授權裝置有關的所有適用私隱及資料收集法律和法規。被授權人茲聲明並保證，其將在向獲授權終端使用者部署獲授權裝置之前，提供充分通知並充分披露本協議的條款，並就使用、測試及評估 **Apple** 軟件，以及可能由此產生、對獲授權終端使用者之資料的直接和偶發收集，向獲授權終端使用者或 (在必要時) 向獲授權終端使用者之家長或法定監護人取得一切必要的權利及同意。

8.2 用於 **Apple 作業系統 (例如：iOS、watchOS、iPadOS、tvOS、macOS 及 visionOS 的不同版本) 的預先發行軟件。**為提供、測試及協助 **Apple**、其合作夥伴和第三方開發人員改善其產品及服務，除非你選擇退出 **Apple** 作業系統軟件的預先發行版本 (如適用)，否則你確認作為本 **Beta** 計劃之一部分，**Apple** 及其附屬公司和代理商將從你運行此等 **Apple** 作業系統軟件預先發行版本的獲授權裝置上，收集、使用、儲存、傳輸、處理及分析 (以下統稱為「收集」) 診斷、技術及使用情況日誌和資訊。該等資訊的收集形式將無法辨別出獲授權終端使用者的身份，並可能隨時從該等電腦或裝置上收集。所收集的資訊包括但不限於：一般診斷及使用情況資料、各種唯一裝置識別符、各種唯一系統或硬件識別符、有關硬件及作業系統規格的詳情、效能統計數據，以及有關獲授權終端使用者如何使用獲授權裝置、系統和應用程式軟件、周邊裝置，以及 (若已啟用定位服務) 部分指定位置資訊的資料。你同意 **Apple** 可以向合作夥伴及第三方開發人員分享該等診斷、技術及使用情況日誌和資訊，用途是可以讓他們改善在 **Apple** 品牌產品上運作或與之相關的產品及服務。透過在你的獲授權裝置上安裝或使用 **Apple** 作業系統軟件的預先發行版本，即表示你確認並同意 **Apple** 及其附屬公司和代理商已取得你的許可，以及在必要情況下已取得每名獲授權終端使用者之家長或法定監護人的許可，能按上述規定收集並使用一切該等資訊。

8.3 其他預先發行軟件及服務。為測試及改善 **Apple** 的產品及服務，以及僅在你選擇安裝或使用其他作為 **Beta** 計劃之一部分而提供的預先發行軟件或服務 (不包括 **Apple** 的作業系統軟件) 的前提下，你確認 **Apple** 及其附屬公司和代理商可從其他預先發行軟件或服務，或從你的電腦、裝置、周邊裝置或其他使用該等預先發行軟件的硬件上，收集診斷、技術、使用情況及相關的資訊。你應仔細閱讀作為 **Beta** 計劃的一部分、由 **Apple** 向你披露的版本公告及其他資訊，然後再選擇是否安裝或使用任何該等其他預先發行軟件或服

務。透過安裝或使用該等其他預先發行軟件或服務，即表示你確認並同意 Apple 及其附屬公司和代理商已取得你的許可，以及在必要情況下已取得每名獲授權終端使用者之家長或法定監護人的許可，能按上述規定收集並使用一切該等資訊。

8.4 系統日誌及診斷檔案。除此之外，作為你參與 Beta 計劃的一部分，你可選擇手動附加及/或使用 Apple 的 Beta 工具，從你的電腦及/或裝置收集詳細的硬件及/或系統診斷檔案 (例如：內核日誌、Apple 系統設定檔日誌、當機日誌、崩潰日誌、spin 日誌、安裝日誌、應用程式日誌等) (以下統稱為「系統日誌」) 以傳送給 Apple。該等系統日誌可能包含可識別個人身份資訊，包括但不限於你的帳戶名稱、有關你聯絡人的資訊、行事曆事件，以及電郵通訊。提供該等系統日誌純屬自願性質，但如你向 Apple 提供這些系統日誌，即表示你確認並同意你已取得必要權利及同意，以向 Apple 提供該等資料，並且 Apple 可使用這些資料作 Apple 的診斷用途，以及用於改善 Beta 計劃和 Apple 的產品及服務。

8.5 私隱政策。在任何時候，你的資訊均依照 Apple 的私隱政策處理。有關政策詳見：<https://www.apple.com/legal/privacy>。

9. 不設支援及維護；日後的產品。在你參與 Beta 計劃或個別種子工程期間，Apple 並無義務就 Apple 軟件向你提供任何維護、技術或其他支援。如 Apple 自行選擇提供該等支援，將在你的裝置或電腦之正常保證 (如適用) 範圍外提供，並只會在你仍是適用種子工程參與者期間，透過 Beta 計劃提供。你同意遵守 Apple 向你提供之任何支援的規定及政策，以獲取該等支援。你確認 Apple 並無未來向任何人公佈或提供預先發行軟件之商業發生版本的明示或默示義務。如有商業發行版本，其可能具備與本協議授權之預先發行軟件不同的特色或功能。

10. 論壇。作為 Beta 計劃的一部分，你可於 Apple 提供之論壇上參與有關預先發行軟件及其他 Apple 向你提供之機密資訊的討論。就該等論壇而言，Apple 允許你就個別種子工程所獲得的指定 Apple 機密資訊，與其他同屬一個種子工程的參與者一起，在 Apple 向你指定的種子工程專屬論壇上展開討論，並且討論僅限於該論壇上進行，為此你可獲得對本協議第 6 節規定的有限度豁免。除於該等論壇上與其他種子工程參與者展開討論的有限制用途外，你確認並同意本協議並未授予你複製、重製、發佈、撰寫網誌、披露、傳輸或以其他形式傳播任何 Apple 機密資訊的權利。

11. 賠償。若 Apple 及其董事、高級主管、員工、獨立承辦商與代理人 (各稱「Apple 受償方」) 因下列事項而承擔索賠、損失、負債、損害、費用與成本，包括但不限於律師費與法院費用 (統稱「損失」)，於適用法律允許的範圍內，被授權人同意賠償 Apple 受償方，使其不受損害，並於 Apple 要求時為其抗辯：被授權人或其獲授權終端使用者違反本協議中作出的任何證明、契約、義務、陳述或保證。

被授權人茲確認，Apple 軟件並非專為用於若 Apple 軟件所提供的內容、功能、服務、資料或資料出現錯誤或不準確之處，或 Apple 軟件出現故障並可能會導致人身傷亡或嚴重的

有形或環境損害的情況，並且在法律允許的範圍內，被授權人茲同意就各 Apple 受償方因被授權人或其獲授權終端使用者的任何該等使用而對 Apple 受償方招致之任何損失給予賠償，使其不受損害並會為其抗辯。

未經 Apple 事前書面同意，被授權人不得與第三方締結影響 Apple 權利，或以任何形式拘束 Apple 的和解協議或訂立類似約定。

12. 不作保證。根據本協議提供的 Apple 軟件可能會獲指定為 Alpha、Beta、開發、預先發行、未測試或未完整測試版本。Apple 軟件可能會不完整，並因存在錯誤或不準確之處而招致資料或資訊失敗、損毀及/或遺失。你明確確認並同意，在適用法例許可的範圍內，對 Apple 軟件的一切使用及與令人滿意的質素、效能、準確度和效力相關的一切風險均由你獨自承擔。Apple 僅以基於「現狀」基礎向你提供所有機密資訊，包括預先發行軟件及 Beta 工具，恕不作任何類型的明示或默示保證，包括但不限於對商品適銷性、非侵權、準確性、完整性、效能及對個別用途之適合性的默示保證。你確認 Apple 並未公開宣佈推出預先發行軟件、Apple 並未承諾或向你保證該等預先發行軟件會在日後公告或向任何人士提供，以及 Apple 對你並無明確或默示的義務公告或介紹預先發行軟件或任何類似或相容的產品，或在日後繼續提供或支援預先發行軟件。對於澳洲消費者，本授權的任何內容皆不影響也並非用於影響澳洲消費者法律賦予你的法定權利 (包括消費者保證)。

13. 免責聲明。除非本授權另有明確訂明外，否則在適用法律並無明文禁止的情況下，你需要承擔與測試、安裝或使用根據本協議提供之預先發行軟件及 Beta 工具相關的一切風險及成本，包括但不限於任何營運商帳單費用、備份開銷、因在你的電腦、裝置及/或周邊裝置上使用預先發行軟件而產生的成本，以及對任何設備、軟件、資訊或資料的損壞；在任何情況下，Apple 均無須就任何間接、特殊、偶發或連帶損害承擔任何責任，不論是否因民事侵權行為 (包括疏忽) 引致、是否合約、是否因本協議而起或與之相關，包括因在你的電腦、裝置及/或任何連接的周邊裝置上對預先發行軟件的任何使用而引致的任何責任，及/或任何其他機密資訊及/或 Apple 對履行本協議義務的作為或不作為，即使 Apple 已獲悉有可能發生該等損害亦然。在任何情況下，Apple 就所有損害賠償對你承擔的全部法律責任 (除在涉及人身傷害的情況中根據適用法律規定的損害賠償外) 不應超過五十美元 (50.00 美元)。即使上述規定的補救措施未能達到其基本目的，上述限制仍將適用。

14. 期限和終止。本協議將持續生效，直至根據本第 14 節的規定終止。你有權隨時基於任何理由終止本協議或個別種子工程項目，但僅可透過歸還或銷毀任何及所有由你擁有或控制的機密資訊 (包括但不限於任何預先發行軟件) 來這樣做，但如你無法從你的電腦及/或裝置中清除指定的預先發行軟件，則你同意除非或直至 Apple 推出該等預先發行軟件的商業版本，否則你一概不得使用該等裝置 (或其載入的任何預先發行軟件)。應 Apple 的要求，你同意提供你在任何終止前遵循上述要求的證明。Apple 有權隨時終止本協議或個別種子工程項目，且非必定要提供原因，該等終止在向你作出書面通知後即時生效。如發生任何違反本協議保密條款的情況，亦有可能即時終止本協議。在你接獲 Apple 終止通知後七 (7) 天內，或在 Apple 要求下於更短時間內，你需要按本節所述，歸還、停止一切使用

及/或銷毀預先發行軟件及所有其他機密資訊。在本協議或個別種子工程項目基於任何理由而終止後，第 3 節、第 4 至第 8 節，以及第 9 節、第 11 節至第 20 節 (含首尾) 最後兩句均將繼續對合約雙方具約束力。你根據本協議第 3 節獲授權使用 Apple 軟件的期限，應自你安裝或使用 Apple 軟件時開始，並於以下較早者發生時自動終止，恕不另行通知：(a) Apple 軟件的下一個商業發行版本推出；(b) 使你獲得 Apple 軟件的個別種子工程項目終止；(c) 本協議終止；或 (d) 伴隨 Apple 軟件之單獨授權 (如有) 規定的日期已至。

15. 不得出口。你同意除美國法律及獲得 Apple 軟件所在司法管轄區的法律授權外，你不會出口或轉口任何預先發行軟件或從 Apple 處獲得的機密資訊，特別是 (但不以此為限) Apple 軟件不得出口或轉口 (a) 到任何遭美國禁運的國家/地區，或 (b) 給美國財政部之特別指定國民名單或美國商務部之被禁人士或機構名單或任何其他受限制方名單上的任何人士。透過下載及使用 Apple 軟件，即表示你聲明和保證你並非位於上述任何國家或地區，或列入上述任何名單。你亦同意不會將 Apple 軟件用於美國法律禁止的任何目的，包括但不限於開發、設計、製造或生產導彈、核子、化學或生化武器。你保證此 Apple 軟件只會用於評估和測試目的，而不會出租、出售、租賃、再授權、指派或以其他方式轉讓。此外，你保證不會轉讓或出口作為本 Apple 軟件的直接產品之任何產品、程序或服務。

16. 第三方軟件及資訊。Apple 軟件的若幹部分可能包含第三方軟件及其他享有版權的材料。這些材料的確認、授權條款和免責聲明包含在 Apple 軟件的電子文件中，你對這些材料的使用受該等相應條款約束。在向 Beta 計劃參與者提供之任何材料、廣告、宣傳或優惠券中對第三方及第三方產品的提及，僅作參考資訊用途，並不構成認可或推薦。所有第三方產品規格及說明均由其各自的廠商或供應商提供，Apple 對廠商或產品的選擇、效能或使用概不承擔任何責任，所有理解、協議或擔保 (如有) 均於廠商及潛在使用者之間直接發生。

17. 無豁免或轉讓。除非以書面形式明確豁免，並由獲適當授權的 Apple 代表簽署，否則延誤或未能根據本協議採取行動並不會構成豁免，而任何單獨豁免亦不會構成持續或後續的豁免。你不得全部或部分轉讓本協議。任何蓄意轉讓一律予以作廢。

18. 管轄法律。你和 Apple 之間因本協議、Apple 軟件或你與 Apple 之關係而起或與之相關的任何訴訟或爭議解決一律在加州北部地區的法院處理，並且你和 Apple 茲同意有關地區的州及聯邦法院對任何該等訴訟或爭議解決具個人管轄權且為專屬管轄法院。本協議受美國及加利福尼亞州法律管轄並按該等法律解釋，但該州與法律衝突相關的法律彙編除外。在不違反上述條款的情況下，如你僅因受聘於下列實體而簽署本協議，則以下例外情況適用於你：

- 如你受僱於美國聯邦政府機關、機構或部門，則本協議應由美國法律予以管轄，若缺乏適用的聯邦法律，則應以加利福尼亞州法律為準。此外，在不違反本協議任何條款的情況下，所有索償、申索、投訴及爭議將受《合約糾紛法》(41 U.S.C. §§601-613)、《塔克法案》(28 U.S.C. § 1346(a) 和 § 1491)，或《聯邦侵權賠償法》(28 U.S.C. §§ 1346(b)、2401-2402、2671-2672、2674-2680) (如適用) 或其他適用監管機構約束。

- 如果你受僱於美國公立和經認證的教育機構，則 (a) 本協議將受貴教育機構所在美國州分之法律管轄並據此解釋，但州法律中有關法律衝突的條款除外；(b) 你與 Apple 之間因本協議而起或與之相關的任何訴訟或其他爭議解決，將於加州北部地區的聯邦法院處理，並且你和 Apple 茲同意有關地區具個人管轄權且為專屬管轄地，除非貴教育機構所在州分的法律明文禁止此類同意。

- 如你受僱於透過跨政府憲章或協議獲授國家法院司法管轄豁免權的國際、跨政府組織，則任何因本協議而起或與之相關的爭議或索償或違約事件，應交由國際爭議解決中心按照國際仲裁規則進行仲裁。仲裁地點應為英國倫敦，語言為英文，仲裁員人數為三名。應 Apple 的要求，你同意提供貴組織作為享有該等特權及豁免權之跨政府組織的狀態證明。

本協議不受《聯合國國際貨物銷售合同公約》管轄，其對本許可證的適用在此明確排除。

19. 政府終端使用者。 Apple 軟件和有關文件均屬「商業產品」(定義見 48 C.F.R. §2.101)，涵蓋「商用電腦軟件」和「商用電腦軟件文件」(定義見 48 C.F.R. §12.212 或 48 C.F.R. §227.7202) 並以適用者為準。在符合 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 227.7202-4 (以適用者為準) 的規定下，商用電腦軟件和商用電腦軟件文件 (a) 只作為商業產品向美國政府的終端使用者授予許可，且 (b) 僅具根據本協議條款及細則授予所有其他終端使用者的權利。未公開之權利則依照美國版權法予以保留。

20. 可分割性；完整理解。 如本協議的任何條款被認為無法執行或無效，則該等條款應以最低必要程度予以限制或刪除，並且本協議其餘條款應維持全面生效及可執行。本協議 (包括根據本協議而生效的任何附錄及伴隨 Apple 軟件的任何其他授權) 構成了有關本協議披露之機密資訊的完整協議，並取代任何之前或同時期有關該等機密資訊的所有口頭或書面協議。除上文第 2 節所述情況外，本協議與任何伴隨 Apple 軟件之授權協議之間的任何不一致之處，均應以伴隨 Apple 軟件之授權協議為準。除本協議明確訂明外，否則對本協議任何條款的任何豁免或修訂，僅在書面發出且由合約雙方授權代表簽署後方為有效。本協議的任何譯本僅僅為了滿足當地需要。如果英文本與任何非英文譯本有任何抵觸之處，在你所在司法管轄區法律不禁止的範圍內，應以本協議的英文版本為準。

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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.

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