

請向下滾動，仔細閱讀本 **APPLE BETA** 版軟體計劃協議（以下簡稱「協議」）的以下所有條款和條件。您按一下「同意」按鈕，即表示代表您自己或您的法律實體（無論是公司、組織、教育機構，還是政府機構、單位或部門）同意接受本協議所有條款和條件的約束。若您不同意或無法同意接受本協議所有條款和條件的約束，請按一下「拒絕」按鈕，您將沒有資格參與 **APPLE BETA** 版軟體計劃。

**APPLE BETA 版軟體協議**  
**APPLE 軟體工程**  
**APPLE INC.**

**1. 參與 Beta 版計劃。**「Apple Beta 版軟體計劃」（以下簡稱「**Beta 版計劃**」）旨在不時向「**Beta 版計劃**」的參與者提供 alpha 版、beta 版、種子計劃和其他預發佈版軟體、預發佈版服務，以及相關的文件、材料和資訊（統稱為「**預發佈版軟體**」），以向 Apple 提供有關「預發佈版軟體」品質和可用性的意見反映。您理解並同意，參與「**Beta 版計劃**」屬自願行為，並不會在您與 Apple 之間建立法律上的合夥、代理或僱傭關係，且您和 Apple 均無權約束對方。您理解，您參與「**Beta 版計劃**」並不會使 Apple 有義務向您提供任何「預發佈版軟體」。若 Apple 決定向您提供「預發佈版軟體」，則您同意認真使用和評估該「預發佈版軟體」。Apple 有權隨時修改本「**Beta 版計劃**」的條款、條件和政策，恕不另行通知，並有權隨時撤銷您參與本「**Beta 版計劃**」的權利。Apple 若變更本協議的條款和條件，則將在「**Beta 版計劃**」的入口網站上，發佈此等經修改的條款和條件。

在本協議中，「被授權人」是指代表其自己接受本協議的個人，或透過其授權代表接受本協議的法律實體（無論是公司、組織、教育機構，還是政府機構、單位或部門）。「授權最終使用者」是指被授權人的員工和承包商、被授權人組織的成員；或者，若被授權人是教育機構，則指被授權人的教職員工、員工和學生，這些人員經被授權人授權，可行使本協議下的權利。「您」和「您的」是指被授權人和任何「授權最終使用者」。為避免疑義，被授權人負責其「授權最終使用者」遵守本協議。

您參與「**Beta 版計劃**」，即保證您和您的「授權最終使用者」已達到居住所在司法管轄區的法定成年年齡（在許多國家至少須年滿 18 歲），並表示法律允許您和您的「授權最終使用者」加入「**Beta 版計劃**」。若您的「授權最終使用者」未達到法定年齡，則您確認並同意您已取得各「授權最終使用者」的家長或法定監護人的許可。本協議在法律禁止的地方無效，且在此等司法管轄區不授予參與「**Beta 版計劃**」的權利。除非 Apple 另行書面同意或允許，否則您不得共用或轉移您從 Apple 收到的與參與「**Beta 版計劃**」有關的任何軟體或其他材料。您不得以任何方式或與任何人共用您作為「**Beta 版計劃**」參與者登入時所使用的 Apple 帳號和密碼。您須負責保護您 Apple 帳號和密碼的機密性，亦須負責與您帳號相關的任何活動。

縱使本第 1 節有上述限制，但您若是家長或法定監護人，而被監護人的年齡介於 13 歲與居住所在司法管轄區的法定成年年齡之間，則可允許此等被監護人共用您的 Apple 帳號和

密碼，但只能在您的監督下用於與「Beta 版計劃」相關的用途，且須符合本協議的規定。您應對此等個人遵守和違反本協議和任何其他 Apple 協議的行為負責。

**2. 存取預發佈版軟體、Beta 版工具和其他條款。**您理解，Apple 可向「Beta 版計劃」參與者提供可供下載的「預發佈版軟體」，下載管道為線上 Mac App Store、「Beta 版計劃」入口網站、實體媒體和/或「Beta 版計劃」提供的其他方式（如：透過手動下載數位影像、提供軟體設定描述檔等）。作為您參與「Beta 版計劃」的一部分，Apple 還可不時自行做出決定，決定向您提供作為「Beta 版計劃」一部分的軟體或服務，包括但不限於指令碼、程式碼片段、公用程式、設定描述檔、示範程式碼、疑難排解應用程式和錯誤提交工具（以下簡稱「Beta 版工具」）。凡使用此等「預發佈版軟體」和「Beta 版工具」，均應遵守本協議和/或此等「預發佈版軟體」和「Beta 版工具」所附其他授權協議的條款和條件（在本協議中，「預發佈版軟體」和「Beta 版工具」統稱為「Apple 軟體」）。

若「Apple 軟體」附有單獨的授權協議，則您同意除本協議第 5 節和第 6 節之外，此等「Apple 軟體」所附授權協議亦適用於您對「Apple 軟體」的使用。若「Apple 軟體」所附授權協議的規定與本協議第 5 節和第 6 節之間存在任何差異，則應以本協議為準。若「Apple 軟體」未隨附授權協議，則您對「Apple 軟體」的使用將受到本協議規定的約束。

您確認並同意，您有責任 (a) 確保各「授權最終使用者」知悉並遵守「Apple 軟體」授權協議的條款和條件，(b) 取得任何必要的同意，使得「授權最終使用者」能夠使用「Apple 軟體」和部署本協議所允許的「授權裝置」，以及 (c) 監督「授權最終使用者」對「Apple 軟體」的所有此等使用，並對此承擔全部責任。此外，「Apple 軟體」可允許存取 Apple 和第三方的服務和網站（統稱和單獨稱為「服務」）。使用這些服務需要存取網際網路，而使用某些服務可能需要使用 Apple 帳號，並可能需要您接受附加條款，並可能需要支付額外的費用。

**3. 授權和限制。**在您遵守本協議的前提下，Apple 特此向您授予個人有限授權，允許您在「授權裝置」（定義見下文）上使用「Apple 軟體」，並將其部署至「授權最終使用者」，但僅能用於測試和評估目的，且僅與本「Beta 版計劃」相關。在本協議中，「授權裝置」係指由被授權人擁有或控制、經指定僅由「授權最終使用者」使用，並且有資格用於本「Beta 版計劃」的 Apple 品牌產品。除第 16 節另行許可外，本授權並未向您授予其他權利，您無權將「Apple 軟體」用於任何其他目的，也無權披露、重製、散佈、修改或製作「Apple 軟體」的衍生作品。您同意不對任何「Apple 軟體」進行反組譯、反向工程、解編譯、解密，或以其他方式嘗試擷取其原始碼（除非適用法律禁止上述限制，或相關授權條款允許這樣做，且這些條款用於規範使用任何此等「Apple 軟體」所包含的開放原始碼元件）。除非以下第 16 節另行許可，否則您保證僅會將「Apple 軟體」用於與「Beta 版計劃」相關的測試和評估目的，且不會出租、出售、租賃、轉授權、轉讓、散佈或以其他方式移轉該軟體。Apple 保留所有「Apple 軟體」的所有權，除本協議明確規定外，任何 Apple 智慧財產權均未授予或默示任何其他權利或授權。

**4. 意見反映；來自 Apple 的聯絡請求。**作為「Beta 版計劃」的一部分，Apple 可能會提供機會，使您和您的某些「授權最終使用者」有機會向 Apple 提交錯誤報告、問卷、改進請求、問題報告和/或支援資訊（統稱為「意見反映」）。「授權最終使用者」若是學生，則不得向 Apple 提供「意見反映」。Apple 在請求您和非學生「授權最終使用者」提供此資訊時，可能會使用「Beta 版工具」，以及電話、電子郵件、網頁問卷、錯誤表格和其他機制。您同意本協議，即表示同意 Apple 可不時就「Beta 版計劃」與您聯絡，您特此同意接受此類通訊。除第 8 節另有規定外，您同意除非單獨書面協議另有相反規定，否則 Apple 可隨意將您提供的任何意見反映用於任何目的。

**5. 機密資訊的定義。**您同意，「預發佈版軟體」和「預發佈版軟體」的任何相關資訊（包括其性質和存在性、特徵、功能和螢幕擷取畫面）、「Beta 版工具」以及 Apple 就本協議向您披露的任何其他資訊（包括但不限於：您透過 Apple 員工、代理或透過檢查 Apple 的財產瞭解到的資訊、Apple 向您披露的與 Apple 產品、設計、商業計劃、商業機會、財務、研究、開發、專有技術、人事或與第三方機密資訊有關的資訊）將被視為並將在本協議中統稱為「機密資訊」。相關資訊若本應視為「機密資訊」，但 (a) 並非因您的過失或違約而由公眾普遍、合法地取得；(b) 通常由 Apple 向公眾提供；(c) 由您獨立開發，而未使用任何「機密資訊」；(d) 透過第三方合法取得，且該第三方有權向您移轉或披露該資訊，而不會受到限制；或 (e) 是由 Apple 向您提供的任何第三方軟體和/或文件，其附帶的授權條款未對此等軟體和/或文件的使用或披露規定保密義務，則不視為本協議下的「機密資訊」。所有「機密資訊」仍為 Apple 的專有財產，您對「機密資訊」不享有本協議未規定的默示授權或其他權利。

**6. 不使用且不披露機密資訊。**除非本第 6 節明確許可，或經 Apple 書面明確許可或同意，否則您同意不向「授權最終使用者」之外的任何人披露、發布或以其他方式散播任何「機密資訊」。您進一步同意採取合理的預防措施，防止未經授權使用、披露、發布或散播「機密資訊」，包括防止存取或向第三方展示「Apple 軟體」。您同意按照本協議中的規定，僅將「機密資訊」用於所允許的用途。您同意，每次未經 Apple 授權代表事先書面核准，不使用「機密資訊」為您自己或第三方謀取任何利益。您特此確認，未經授權披露或使用「機密資訊」，可能會對 Apple 造成難以確定且無法彌補的傷害及重大損害。因此，您同意，除可能已有的任何其他權利和救濟之外，Apple 將有權立即尋求禁令救濟，以強制執行本協議下的義務。

**7. 使用預發佈版軟體的預防措施。**您可能需要提供自己的 Apple 品牌電腦或裝置，以便能夠參與某些「預發佈版軟體」的種子計劃，包括但不限於 iOS 作業系統軟體。若您參與此等種子計劃，則可能需要向 Apple 註冊您的電腦或裝置，並向 Apple 提供此等裝置的某些必要資訊，包括但不限於唯一裝置標識符號碼。您理解，要參與「預發佈版軟體」的種子計劃，您可能需要從自己的電腦和/或裝置上，移除某些預載入的商業 Apple 軟體，才能載入「預發佈版軟體」。您進一步理解，您在將此等「預發佈版軟體」載入自己的電腦和/或裝置上之後，可能無法還原在載入「預發佈版軟體」之前所使用的預載入商業版 Apple 軟體或任何早期版本的「預發佈版軟體」。此外，由於您使用了「預發佈版軟體」，因此您已安裝或正在使用的應用程式和服務可能無法以相同的方式執行或工作。您確

認，在您的 **Apple** 品牌電腦和/或裝置上安裝此等「預發佈版軟體」之後，這些電腦和裝置可能無法還原至其原始狀態，並且應用程式和服務可能會受到您使用「預發佈版軟體」的影響。此外，針對您在使用「預發佈版軟體」時建立或變更的應用程式或服務，您理解其中的資料（包括文件）可能無法還原或復原。因您提供裝置、測試、安裝或使用「預發佈版軟體」而可能產生的任何費用、支出或其他責任，包括但不限於因您使用此等「預發佈版軟體」而對任何設備、軟體或資料造成的任何損壞，或資料或資訊的任何遺失，**APPLE** 概不負責。此外，「預發佈版軟體」可能包含錯誤或不準確之處，進而可能導致您的電腦和/或裝置或與之連線的週邊設備（包括但不限於伺服器 and 印表機）出現故障、損壞或資料和/或資訊遺失。**Apple** 強烈建議您在參與「**Beta** 版計劃」之前，以及在參與任何單個的種子計劃之前，備份電腦、裝置和/或任何週邊設備上的所有資料和資訊。「預發佈版軟體」不適用於也不應用於生產或關鍵業務系統。

## **8. 同意收集和使用資料。**

**8.1 被授權人的義務。** 在使用 **Apple** 軟體，以及在被授權人向其「授權最終使用者」部署「授權裝置」，並藉此使用或收集資料和資訊時，被授權人同意遵守所有適用的法律和法規，包括所有適用於隱私權和資料收集的法律和法規。被授權人聲明並保證，在向「授權最終使用者」部署「授權裝置」之前，將充分告知和披露本協議的條款，並從「授權最終使用者」處或在必要時從「授權最終使用者」的家長或法定監護人處，取得所有必要的權利和同意，以使用、測試和評估「**Apple** 軟體」，並直接和附帶收集可能產生的「授權最終使用者」資料。

**8.2 用於 **Apple** 作業系統（如：iOS、watchOS、iPadOS、tvOS、macOS 和 visionOS 版本）的預發佈版軟體。** 為提供、測試並協助 **Apple**、其合作夥伴和第三方開發者改善其產品和服務，除非您選擇不使用預發佈版本的 **Apple** 作業系統軟體（若適用），否則若「授權裝置」作為此「**Beta** 版計劃」一部分，正在執行此等預發佈版本的 **Apple** 作業系統軟體，則您確認 **Apple**、其子公司和代理將收集、使用、儲存、傳輸、處理和分析（以下統稱為「收集」）來自於這些裝置的診斷、技術和使用記錄及資訊。此資訊的收集形式將不會識別「授權最終使用者」的個人身份，並可隨時透過此等電腦或裝置收集。收集的資訊包括但不限於常規診斷和使用資料、各種專屬裝置識別碼、各種專屬系統或硬體識別碼、硬體及作業系統規格的詳細資訊、效能統計資訊、「授權最終使用者」使用「授權裝置」、系統及應用程式軟體和周邊設備的方式，以及（若啟用「定位服務」）特定的定位資訊。您同意 **Apple** 可與合作夥伴和第三方開發者共用此等診斷、技術和使用記錄及資訊，以供其改善在 **Apple** 品牌產品上作業或與之相關的產品及服務。您在「授權裝置」上安裝或使用預發布版本的 **Apple** 作業系統軟體，即表示確認並同意 **Apple**、其子公司和代理已取得您的許可，並在必要時已取得各「授權最終使用者」家長或法定監護人的許可，有權收集所有此等資訊，並按上述規定使用該資訊。

**8.3 其他預發布版軟體與服務。** 為測試和改善 **Apple** 的產品和服務，您只有在選擇安裝或使用作為「**Beta** 版計劃」一部分提供的其他「預發佈版軟體」或服務（不包括 **Apple** 的作業系統軟體）時，才須確認 **Apple**、其子公司和代理可透過其他「預發佈版軟體」或服務，以及透過您的電腦、裝置、週邊設備或使用此等「預發佈版軟體」的其他硬體，收集

診斷、技術、使用和相關資訊。在選擇是否安裝或使用任何其他此等「預發佈版軟體」或服務之前，您應仔細閱讀 Apple 作為「Beta 版計劃」的一部分向您披露的版本資訊和其他資訊。您安裝或使用此等其他「預發佈版軟體」或服務，即表示確認並同意 Apple、其子公司和代理已取得您的許可，並在必要時已取得各「授權最終使用者」家長或法定監護人的許可，有權收集任何和所有此等資訊，並按上述規定使用該資訊。

**8.4 系統記錄和診斷檔案。**此外，作為您參與「Beta 版計劃」的一部分，您可以選擇手動附加和/或使用 Apple 的「Beta 版工具」，以收集您電腦和/或裝置中的詳細硬體和/或系統診斷檔案（如：內核記錄、Apple System Profile 記錄、掛起記錄、當機記錄、微調記錄、安裝記錄、應用程式記錄等）（以下簡稱「系統記錄」），並將其傳送給 Apple。此等「系統記錄」可能包括個人身份資訊，包括但不限於您的帳號名稱、您的聯絡資訊、日曆事件和電子郵件通訊。提供這些「系統記錄」屬自願行為，但您若確實向 Apple 提供這些記錄，則須確認並同意：您已取得必要的權利和同意，可向 Apple 提供此等資訊，而 Apple 可將這些資訊用於 Apple 的診斷目的，並可用於改善「Beta 版計劃」和 Apple 的產品和服務。

**8.5 隱私權政策。**您的資訊將始終按照 Apple 的「隱私權政策」處理，該政策請見：<https://www.apple.com/legal/privacy>。

**9. 無支援和維護；未來的產品。**您在參與「Beta 版計劃」或特定的種子計劃期間，Apple 無義務向您提供「Apple 軟體」的任何維護、技術或其他支援。Apple 若選擇提供此等支援，則除提供該支援之外，還將在適用時為您的裝置或電腦提供正常的保固，並將於您參與適用種子計劃期間，僅透過「Beta 版計劃」提供該支援。您同意遵守 Apple 向您提供的任何支援規則或政策，以便接受此等支援。您確認，Apple 並無明示或默示義務，不必於將來宣布或向任何人提供商業版本的「預發佈版軟體」。若提供商業版本，則其特徵或功能可能不同於根據本協議授權的「預發佈版軟體」。

**10. 論壇。**作為「Beta 版計劃」的一部分，您或能夠參與由 Apple 提供的論壇，討論「預發佈版軟體」，以及 Apple 可能向您提供的其他「機密資訊」。出於此等論壇的目的，Apple 允許超出第 6 節的要求，出現有限例外，為此可允許您在 Apple 指定的論壇中，與同一種子計劃中的其他種子計劃參與者進行討論，討論您收到的與特定種子計劃相關的特定 Apple「機密資訊」，但僅限於在此論壇之中。除在此等論壇中與其他種子計劃參與者進行討論的有限目的之外，您確認並同意本協議未向您授予其他權利，您無權複製、重製、發布、部落格、披露、傳送或以其他方式散播任何 Apple「機密資訊」。

**11. 賠償。**若 Apple 及其董事、高階主管、員工、獨立承包商與代理（各稱「Apple 受償方」）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」），且原因在於或涉及被授權人或其「授權最終使用者」違反本協議中的任何證明、契約、義務、陳述或保證，則在適用法律允許的範圍內，被授權人同意賠償 Apple、為其抗辯，使其不受損害，並於 Apple 要求時，為「Apple 受償方」抗辯，使其不受任何及所有此等「損失」。

被授權人確認，「Apple 軟體」不適用於以下情形：「Apple 軟體」提供的內容、功能、服務、資料或資訊中出現錯誤或不準確之處，或「Apple 軟體」出現故障，而這些可能導致死亡、人身傷害或嚴重的身體或環境損害。在法律允許的範圍內，因被授權人或其「授權最終使用者」的任何此等使用行為而導致此等「Apple 受償方」蒙受任何「損失」，被授權人特此同意賠償各「Apple 受償方」、為其抗辯，使其不受任何「損失」。

未經 Apple 事前書面同意，被授權人不得與第三方締結任何和解協議或類似的協議，進而影響 Apple 權利，或以任何方式對 Apple 形成拘束。

**12. 無保證。**在此提供的「Apple 軟體」可能被指定為 alpha 版、beta 版、開發版、預發佈版、未測試版或未完全測試版。「Apple 軟體」可能不完整，也可能包含錯誤或不準確之處，進而可能導致故障、損壞和/或資料或資訊遺失。您明確確認並同意，在適用法律允許的範圍內，使用「Apple 軟體」須由您自負風險；品質、效能、準確性和努力付出是否令您滿意，亦由您承擔全部風險。APPLE 僅以「現狀」為基礎，向您提供所有「機密資訊」，包括「預發佈版軟體」和「BETA 版工具」，且不提供任何種類的明示或默示保證，包括但不限於對適銷性、非侵權性、準確性、完整性、效能和對特定用途適用性的默示保證。您確認，Apple 未公開宣佈「預發佈版軟體」可用，Apple 未向您承諾或保證將來會宣佈或向任何人提供此等「預發佈版軟體」，且 Apple 對您不承擔任何明示或默示的義務，不必宣佈或推出「預發佈版軟體」或任何類似或相容的產品，也不必於將來繼續提供或支援「預發佈版軟體」。對於澳洲的消費者，本授權中的任何內容都不影響或意圖影響您在《澳洲消費者保護法》（包括消費者保證）下所享有的法定權利。

**13. 免責聲明。**除本授權另有規定外，在適用法律未禁止的範圍內，您須承擔與測試、安裝或與使用本協議下提供的「預發佈版軟體」和「BETA 版工具」相關的所有風險和所有費用，包括但不限於任何運營商帳單、備份費用、因在您的電腦、裝置和/或週邊設備上使用「預發佈版軟體」所產生的費用，以及對任何設備、軟體、資訊或資料造成的任何損害。在任何情況下，對於任何間接、特殊、附帶或衍生性損害，APPLE 概不負責，無論其原因是否在於侵權（包括疏忽）、契約或其他原因，也無論其原因是否在於或涉及本協議，包括因在您的電腦、裝置和/或與之連線的任何週邊設備上使用「預發佈版軟體」所引起的任何責任，以及/或源於任何其他「機密資訊」，以及/或因 Apple 履行或未履行本協議，縱使 Apple 已被告知或知悉發生此等損害的可能性。在任何情況下，APPLE 對您所有損害的賠償總額（在涉及人身傷害時，適用法律可能要求的賠償除外）不得超過五十美元 (\$50.00)。縱使上述救濟無法達到其根本目的，上述限制也將適用。

**14. 效期與終止。**本協議將持續有效，直至根據本第 14 節終止。您可隨時以任何理由終止本協議或單個的培育專案，但終止方式只能是歸還或銷毀您擁有或控制的任何和所有「機密資訊」（包括但不限於任何「預發佈版軟體」）；但是，若您無法清除自己電腦和/或裝置中的某些「預發佈版軟體」，則須同意不使用此等裝置（或其上載入的任何「預發佈版軟體」），除非或直至 Apple 提供商業版本的該「預發佈版軟體」。Apple 要求時，您同意在任何終止時，提供您遵守上述要求的證明。無論是否有理由，Apple 在向您發出書面通

知後，可隨時立即終止本協議或單個的培育專案，並可因您違反本協議規定的保密條款，而立即終止本協議。您在收到 Apple 終止通知后的七 (7) 天內，或在 Apple 要求的更早時間內，將按照本節的規定，歸還、停止使用並/或銷毀「預發佈版軟體」和所有其他的「機密資訊」。在因任何原因終止本協議或單個的培育專案之後，第 3 節、第 4-8 節、第 9 節的最後兩句，以及第 11-20 節（含第 11-20 節）的限制條款仍對雙方具有約束力。您根據本協議第 3 節取得使用「Apple 軟體」的授權，其效期應從您安裝或使用「Apple 軟體」之時開始，並將在發生以下情況（以較早者為準）時自動終止，而無需 Apple 通知：(a) 下一次發佈商業版「Apple 軟體」；(b) 您據以取得「Apple 軟體」的單個培育專案終止；(c) 本協議終止；或 (d) 「Apple 軟體」附帶的單獨授權中規定的日期已到（若有）。

**15. 禁止出口。**您同意，除非美國法律和取得「Apple 軟體」所在司法管轄區的法律授權，否則您不會出口或轉出口透過 Apple 收到的任何「預發佈版軟體」或「機密資訊」。您尤其不得將（包括但不限於）「Apple 軟體」出口或轉出口至：(a) 任何美國禁運國家或地區，或 (b) 美國財政部特定國家名單、美國商務部拒絕人員名單或實體名單，或任何其他受限制方名單上的任何人。您下載和使用「Apple 軟體」，即表示並保證您不在任何此等國家或地區，亦不在任何此等名單上。您亦同意不將「Apple 軟體」用於美國法律所禁止的任何目的，包括但不限於開發、設計、製造或生產飛彈、核子、化學或生物武器。您保證僅將此「Apple 軟體」用於評估和測試目的，而不會將其出租、出售、租賃、轉授權、轉讓或以其他方式移轉。此外，您保證不會移轉或出口作為此「Apple 軟體」之直接產品的任何產品、流程或服務。

**16. 第三方軟體和資訊。**「Apple 軟體」的某些部分可能包含第三方軟體和其他受著作權保護的材料。此等材料的確認、授權條款和免責聲明包含在「Apple 軟體」的電子文件中，您對此等材料的使用受到此等各自條款的管轄。在向「Beta 版計劃」參與者提供的任何材料、廣告、促銷或優惠券中，若提及第三方和第三方產品，則係僅供參考，既不構成背書，亦不構成推薦。所有第三方產品規格和描述均由各自的廠商或供應商提供，Apple 對這些廠商或產品的選取、效能或使用概不負責。所有理解、協議或保證（若有）均在廠商與潛在使用者之間直接產生。

**17. 不放棄權利或轉讓。**除非 Apple 的正式授權代表以書面形式明確放棄權利並簽字，否則延遲或未按本協議採取行動並不構成放棄權利，且單次放棄權利不構成持續或後續放棄權利。您不得轉讓本協議的全部或部分內容。任何相悖的轉讓均屬無效。

**18. 準據法。**您與 Apple 就本協議、「Apple 軟體」或您與 Apple 之關係所生或與之相關的任何訴訟或爭議應於加州北區解決。您與 Apple 特此同意該區的州立及聯邦法院就任何此等訴訟或爭議解決具有對人管轄權，且為專屬管轄法院。本協議以美國及加州法律為準據法，並從其解釋，但加州法律有關法律衝突的部分除外。縱使有上述規定，但若您是個人簽訂本協議，且僅作為您受雇於下列實體之一的一部分，則應適用以下例外規定：

- 若您受雇於美國聯邦政府之機構、單位或部門，則本協議應受美國法律管轄，倘若無適用之聯邦法律，則應適用美國加州法律。此外，縱使本協議有任何相反規定，所有索賠、

請求、控訴及爭議應視情形受《契約糾紛法》(Contract Disputes Act (41 U.S.C. §§601-613))、《擴大權利申訴法院管轄權法》(Tucker Act (28 U.S.C. § 1346(a) 和 § 1491))、《聯邦侵權賠償法》(Federal Tort Claims Act (28 U.S.C. §§ 1346(b)、2401-2402、2671-2672、2674-2680)) 或其他適用管轄機構之約束。

- 若您受雇於美國公立且受認可的教育機構，則 (a) 本協議將以貴教育機構實際所在州（美國境內）的法律為準據法，並從其解釋，但該州法律有關法律衝突的部份除外；且 (b) 您與 Apple 就本協議、「Apple 軟體」或您與 Apple 之關係所生或與之相關的任何訴訟或爭議應於加州北區聯邦法院解決。您與 Apple 特此同意該區具有對人管轄權，且為專屬管轄區；但若貴教育機構實際所在州的法律明文禁止此等同意，則除外。

- 若您受雇於國際性政府間組織，並已透過政府間憲章或協議取得國內法院的司法管轄區豁免權，則因本協議所生、與本協議有關或違反本協議所致的任何爭端或索賠，皆應交付國際爭議解決中心，依其國際仲裁規則進行仲裁決定。仲裁地應為英國倫敦，語言應為英文，仲裁人應有三名。Apple 要求時，您同意提供證據，證明您是具備此等特權及豁免權的政府間機構。

本協議不受《聯合國國際貨品銷售契約公約》(United Nations Convention on Contracts for the International Sale of Goods) 的管轄，該公約的適用性明確排除在外。

**19. 政府最終使用者。**「Apple 軟體」和相關文件屬於「商業產品」，該術語的定義見 48 C.F.R. §2.101，其中包含「商業電腦軟體」和「商業電腦軟體文件」，其定義各見 48 C.F.R. §12.212 或 48 C.F.R. §227.7202。根據 48 C.F.R. §12.212 或 48 C.F.R. §227.7202-1 至 §227.7202-4（若適用），「商業電腦軟體」和「商業電腦軟體文件」在向美國政府最終使用者授權時：(a) 僅作為「商業產品」；並且 (b) 僅具有根據本協議的條款和條件，向所有其他最終使用者授予的權利。Apple 根據美國的著作權法律保留未經發布的權利。

**20. 條款效力獨立；完整的理解。**若發現本協議的任何規定不可執行或無效，則應在必要的最低限度內限制或取消該規定，以使本協議在其他方面仍具完全效力且可執行。本協議（包括根據本協議生效的任何附錄，以及「Apple 軟體」附帶的任何其他授權）構成與本協議披露的「機密資訊」有關的完整協議，並取代與此等「機密資訊」有關的所有先前或同期的口頭或書面協議。除上述第 2 節規定的情形外，本協議與「Apple 軟體」附帶的任何授權協議之間若有任何不一致，則將以「Apple 軟體」附帶的授權協議為準。除本協議明確規定外，對本協議任何規定之放棄或修改，只有經雙方授權代表書面簽署，方有效力。本協議的任何翻譯均為滿足本地要求，若英文版與任何非英文版之間有所歧異，則在您所在司法管轄區之本地法律未禁止的範圍內，應以本協議的英文版為準。

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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

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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