

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE JOINING THE UNIVERSAL APP QUICK START PROGRAM OR USING THE DEVELOPER TRANSITION KIT. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE DEVELOPER AGREEMENT. IF YOU DO NOT OR CANNOT ACCEPT THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO JOIN THE UNIVERSAL APP QUICK START PROGRAM. IF YOU ARE ACCESSING THIS ADDENDUM ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE “ACCEPT” BUTTON. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK “DECLINE”.

Universal App Quick Start Program

This Universal App Quick Start Program is designed to help You build compatible software applications for Apple’s pre-release hardware. To join this Universal App Quick Start Program, You must be a member in good standing of the Apple Developer program and You must have entered into the current terms of the Apple Developer Program License Agreement and/or the Apple Developer Enterprise Program License Agreement, as applicable, with Apple (the “**Developer Agreement**”). The terms and conditions for this Universal App Quick Start Program (“**Addendum**”) are in addition to the terms of Your Developer Agreement and defined terms not defined herein have the same meaning as set forth in the applicable Developer Agreement.

1. Definitions

“**Developer Transition Kit**” means the pre-release hardware provided by Apple to You as part of this Universal App Quick Start Program, including Apple Software pre-installed or otherwise provided to You under the Universal App Quick Start Program and release notes.

“**Universal App Quick Start Program**” means the Apple developer program that provides access to the Developer Transition Kit, Documentation, private discussion forums, content (e.g., videos), and other materials.

2. Licenses and Restrictions

2.1 License

Subject to Your compliance with the terms and conditions of this Addendum, Apple hereby grants to You (and Your Authorized Developers, if You choose to share the Developer Transition Kit with them) a non-exclusive, personal, revocable, non-sublicensable, and non-transferable right and license to use the Developer Transition Kit, but only for the limited purposes set forth in this Section and only for the limited time period set forth in Section 4. You agree not to use the Developer Transition Kit for any purpose other than the testing and development by You (and Your Authorized Developers acting on Your behalf) of Your Applications or Your Internal Use Applications (hereinafter referred to collectively as “**Applications**”) designed to operate on or in combination with the same operating system for which the Developer Transition Kit is designed, provided You (and Your Authorized Developers) do not violate any of Apple’s intellectual property rights in developing such Applications. You will be solely responsible for all activities undertaken by Your Authorized Developers under this Addendum and for any costs, expenses, losses and liabilities incurred under this Addendum. You agree that any Applications developed using the Developer Transition Kit must be developed in accordance with this Addendum and with the Developer Agreement. Nothing herein will be deemed as a waiver by Apple of its rights or will relieve You of any of Your obligations with respect to the development of Applications for Apple-branded products under the Developer Agreement. You acknowledge and agree that Apple has no obligation to accept any Applications developed using the Developer Transition Kit.

Apple retains all its right, title and interest in and to the Developer Transition Kit, and You are responsible for returning it to Apple. You agree to promptly return the Developer Transition Kit as

set forth in Section 4. Nothing in this Addendum shall be construed as conveying to You (or any other party) any ownership rights, title or interest in the Developer Transition Kit. All licenses not expressly granted in this Addendum are reserved and no other licenses, immunity or rights, express or implied are granted by Apple, by implication, estoppel, or otherwise.

2.2 No Other Permitted Uses

You (and Your Authorized Developers) may use the Developer Transition Kit only for the purposes and in the manner expressly permitted by this Addendum and in accordance with the Documentation. You agree that neither You nor Your Authorized Developers will:

- (a) make any changes or alterations to the Developer Transition Kit or any part thereof;
- (b) decompile, reverse engineer, decrypt, or disassemble the Developer Transition Kit, in whole or in part, or otherwise attempt to disassemble the Developer Transition Kit, in whole or in part, or derive (or attempt to derive) the source code of the Developer Transition Kit or otherwise reduce the software portions of the Developer Transition Kit to a human-perceivable form (except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components included with any such software);
- (c) copy, modify, or create derivative works of the Developer Transition Kit, or any part thereof;
- (d) display, demonstrate, video, photograph, make any drawings or renderings of, or take any images or measurements of or run any benchmark tests on the Developer Transition Kit (or allow anyone else to do any of the foregoing), unless separately authorized in writing by Apple;
- (e) discuss, publicly write about, or post any reactions to or about the Developer Transition Kit (or Your use of the Developer Transition Kit), whether online, in print, in person, or on social media, unless separately authorized in writing by Apple;
- (f) rent, lease, loan, sell, assign, sublicense, distribute, transfer, or otherwise share (except to Your Authorized Developers as permitted in Section 2.1), or permit any lien to be placed on the Developer Transition Kit;
- (g) move the Developer Transition Kit from the country to which it is originally delivered, without Apple's prior written consent; or
- (h) export, re-export, or import the Developer Transition Kit (or any part thereof).

2.3 Confidentiality

The Developer Transition Kit is considered Apple's Confidential Information under Your Developer Agreement. You agree not to publicly write about or review the Developer Transition Kit, or to share or display it to anyone other than Your Authorized Developers, without Apple's prior written approval (including via email). You agree to use and store the Developer Transition Kit in a secure location accessible only by You (and Your Authorized Developers).

2.4 Apple Software

If any Apple Software provided to You under the Universal App Quick Start Program (or included as part of the Developer Transition Kit) is accompanied by a separate license agreement, You agree that the license agreement accompanying such Apple Software, in addition to Section 2.3 (Confidentiality) of this Addendum, will govern Your use of the Apple Software. Any inconsistencies between the provisions of the license agreement accompanying the Apple Software and Section 2.3 of this Addendum shall be governed by this Addendum. If there is no license agreement accompanying the Apple Software, Your use of the Apple Software will be subject to the provisions of this Addendum.

2.5 Consent to Collection and Use of Data

In order to help Apple, its partners, and third party developers test and improve their products and services, and unless You or Your Authorized Developers opt out, 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

the Developer Transition Kit. This information will be Collected in a form that does not personally identify You or Your Authorized Developers and may be Collected from Your Developer Transition Kit 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 the 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 using the Developer Transition Kit, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above in this Section.

3. Program Fees

To join the Universal App Quick Start Program, You must be selected by Apple and pay Apple the requisite program fee, which includes time-limited use of the Developer Transition Kit (which must be returned by You to Apple) as well as access to private discussion forums, and, if applicable, technical support incidents which will expire at the end of the Term. Apple reserves the right to refuse Your admission to the Universal App Quick Start Program. The Universal App Quick Start Program fee is non-refundable, unless otherwise agreed by Apple, and is not a sale of the Developer Transition Kit or any form of transfer of ownership rights in or to the Developer Transition Kit. Any taxes that may be levied on the Developer Transition Kit (or its use) shall be Your responsibility. Except to the limited extent prohibited by law, the risk of loss of or damage in or to the Developer Transition Kit shall pass to You when the Developer Transition Kit is delivered to You, and You agree to promptly notify Apple if there are any issues with delivery (e.g., Developer Transition Kit does not arrive, Developer Transition Kit is damaged when it arrives). While the Developer Transition Kit is in Your or Your Authorized Developer's possession, You shall be responsible for any physical loss of (or damage to) it as well as for any misuse or mishandling of the Developer Transition Kit (including the usage restrictions for such Developer Transition Kit) until it has been returned to and received by Apple. You should retain the original packaging of the Developer Transition Kit to use to return the Developer Transition Kit.

4. Term and Termination; Return of the Developer Transition Kit

The Universal App Quick Start Program will commence on the date You accept this Addendum and will automatically expire and terminate without notice from Apple one (1) year from the date You accept the Addendum, unless terminated earlier in accordance with this Section 4 or otherwise agreed by Apple (the "Term"). This Addendum and all rights and licenses granted by Apple hereunder will terminate (including any right to use the Developer Transition Kit), effective immediately if You or any of Your Authorized Developers fail to comply with any term of this Addendum and/or the Developer Agreement, or in the event that Apple suspends or terminates Your Developer account. Either party may terminate this Addendum for its convenience, for any reason or no reason, effective immediately upon written notice from the other party of the intent to terminate.

You agree to promptly return the Developer Transition Kit to the Apple address designated by Apple no later than thirty (30) days after the end of the Term, or as otherwise earlier requested by Apple (including via email or announcement by Apple on developer.apple.com). At the end of the Term, You agree to immediately cease all use of the Developer Transition Kit and the Universal App Quick Start Program. Failure to return the Developer Transition Kit may result in the suspension of Your Developer account or termination of Your Developer Agreement.

5. No Warranty

The Developer Transition Kit is not fully tested and is to be used only for limited testing and development purposes as set forth in Section 2. The Developer Transition Kit may contain errors

that could cause failures or loss of data and may be incomplete or contain inaccuracies. The Developer Transition Kit is provided to You solely on an “AS IS” and “AS AVAILABLE” basis. USE OF THE DEVELOPER TRANSITION KIT IS AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND EFFORT IS WITH YOU. APPLE, THE APPLE SUBSIDIARIES, AND APPLE AFFILIATES (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES), APPLE AGENTS, APPLE RESELLERS AND LICENSORS (**COLLECTIVELY REFERRED TO AS “APPLE” FOR THE PURPOSES OF SECTIONS 5 AND 6**) MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE UNIVERSAL APP QUICK START PROGRAM, THE DEVELOPER TRANSITION KIT, OR ITS USE OR OPERATION ALONE OR IN COMBINATION WITH APPLICATIONS, PRODUCTS, SYSTEMS, OR SERVICES. APPLE DOES NOT WARRANT THAT THE UNIVERSAL APP QUICK START PROGRAM OR DEVELOPER TRANSITION KIT WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE DEVELOPER TRANSITION KIT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE DEVELOPER TRANSITION KIT WILL BE CORRECTED, OR THAT THE DEVELOPER TRANSITION KIT WILL BE COMPATIBLE WITH ANY APPLE PRODUCTS, SOFTWARE OR SERVICES OR ANY THIRD-PARTY SOFTWARE, APPLICATIONS, OR SERVICES. You acknowledge that Apple has no express or implied obligation to make available a commercial release of the Developer Transition Kit. Should a commercial release be made available, it may have features or functionality that are different from those found in the Developer Transition Kit licensed hereunder. Apple is not obligated to provide any maintenance, technical or other support for the Developer Transition Kit, or any Updates.

6. Limitation of Liability

TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS ARISING OUT OF OR RELATED TO THIS ADDENDUM, THE USE OF THE DEVELOPER TRANSITION KIT, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE DEVELOPER TRANSITION KIT, THE FAILURE OF OR ANY ERRORS OR INACCURACIES IN THE DEVELOPER TRANSITION KIT, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE UNIVERSAL APP QUICK START PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY AND IN NO EVENT SHALL APPLE’S TOTAL LIABILITY TO YOU UNDER THIS ADDENDUM FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00).

7. Indemnification

In addition to the indemnification obligations contained in Section 10 (Indemnification) of the Developer Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple’s request, defend any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party and arising from or related to Your unauthorized use (including Your Authorized Developers’ unauthorized use) of the Developer Transition Kit.

Apple agrees to indemnify and hold You harmless, from and against any costs, damages, and fees attributable to any claims or allegations that during the Term, Your use of the Developer Transition Kit, alone, infringes any third party patents (“**Covered Claims**”), provided that (a) You promptly notify Apple in writing when You become aware of a Covered Claim, (b) You permit Apple to solely control the defense of a Covered Claim (including choice of counsel and

settlement), and (c) You provide information and assistance reasonably necessary to enable Apple, in its discretion, to defend the Covered Claim. Apple shall have no obligation to indemnify You against any Covered Claims where (1) such claim is directly attributable to the alteration or modification of the Developer Transition Kit after delivery by Apple and such alteration or modification was not specified or authorized by Apple; (2) You fail to implement a software update provided by Apple in a commercially reasonable timeframe or otherwise follow Apple's instructions regarding use of the Developer Transition Kit; or (3) the claim is attributable, in whole or in part, to the combination of the Developer Transition Kit with other goods, products or services. Notwithstanding anything to the contrary in this Addendum, the limitation on the amount of damages set forth in Section 7 shall not apply to Covered Claims set forth in this Section 8.

8. Miscellaneous

This Addendum, together with the Developer Agreement, the Important Product Information Guide included with the Developer Transition Kit, and any licenses that may accompany the Apple Software included as part of the Developer Transition Kit, constitutes the entire agreement with respect to the Developer Transition Kit and Universal App Quick Start Program and supersedes all prior or contemporaneous oral or written agreements concerning the Developer Transition Kit and Universal App Quick Start Program. This Addendum may not be amended except by the written agreement signed by authorized representatives of both parties. You may not assign Your rights or obligations under this Addendum, in whole or in part, except with the prior written consent of Apple. Any assignment in violation of this Section shall be null and void. Except to the limited extent permitted herein, no addition to or removal or modification of any of the provisions of this Addendum will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. You acknowledge and agree that You are entering into this Addendum as a supplement to Your Developer Agreement and that the rights and obligations of both parties under the Developer Agreement remain in full force and effect. In the event of a conflict between this Addendum and the Developer Agreement, this Addendum will control with respect to the Developer Transition Kit and the Universal App Quick Start Program. In the event of a conflict between the Apple Online Store Sales Policies located at <https://www.apple.com/legal/sales-support/sales-policies/online-store.html> or any Hardware Warranty located at <https://www.apple.com/legal/warranty/> the terms and conditions of this Addendum will govern Your participation in the Universal App Quick Start Program, including the order and use of the Developer Transition Kit. The following provisions shall survive the expiration or termination of this Addendum: Section 1, the second paragraph and restrictions of Section 2.1, Sections 2.2 through 2.5, the third through seventh sentences of Section 3, and Sections 4 through 8. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Addendum shall continue in full force and effect.