

PROSIMO, DA SE POMAKNETE NAVZDOL IN NATANČNO PREBERETE VSE NASLEDNJE POGOJE IN DOLOČILA TE POGODBE ZA PROGRAM APPLE BETA SOFTWARE (»POGODBA«). S KLIKOM NA GUMB »STRINJAM SE« SE STRINJATE V SVOJEM IMENU ALI V IMENU VAŠE PRAVNE OSEBE (PODJETJA, ORGANIZACIJE, IZOBRAŽEVALNE USTANOVE ALI VLADNE AGENCIJE, ORGANA ALI ODDELKA), DA VAS ZAVEZUJEJO VSI POGOJI IN DOLOČILA TE POGODBE. ČE SE NE STRINJATE ALI NE MORETE STRINJATI Z VSEMI POGOJI IN DOLOČILI TE POGODBE, KLIKNITE GUMB »ZAVRNI« IN NE BOSTE UPRAVIČENI DO SODELOVANJA V PROGRAMU APPLE BETA SOFTWARE.

**POGODBA ZA PROGRAM APPLE BETA SOFTWARE
APPLOV PROGRAMSKI INŽENIRING
APPLE INC.**

1. Sodelovanje v programu Beta. Namen programa Apple Beta Software (»Program Beta«) je, da so alfa, beta, uporaba predizdaje in druge predizdaje programske opreme, storitve predizdaje ter povezana dokumentacija, materiali in informacije (skupaj »**Predizdaja programske opreme**«) občasno na voljo udeležencem programa Beta, da družbi Apple zagotovijo povratne informacije o kakovosti in uporabnosti predizdaje programske opreme. Razumete in se strinjate, da je sodelovanje v programu Beta prostovoljno in ne ustvarja pravnega partnerstva, agencije ali delovnega razmerja med vami in družbo Apple, in niti vi niti družba Apple nimata pooblastila, da bi zavezali drugega. Razumete, da vaše sodelovanje v programu Beta družbe Apple ne zavezuje k temu, da vam zagotovi kakršno koli predizdajo programske opreme. Če se družba Apple odloči, da vam bo zagotovila programsko opremo pred izdajo, se strinjate, da jo boste uporabljali in ocenjevali skrbno. Družba Apple si pridržuje pravico, da kadar koli brez predhodnega obvestila spremeni pogoje in pravilnike tega programa Beta in kadar koli prekliče vaše sodelovanje v tem programu. Če družba Apple spremeni pogoje in določila te pogodbe, bo družba Apple objavila te spremenjene pogoje in določila na spletnem portalu programa Beta.

Kot je uporabljeno v tej pogodbi, »Imetnik licence« pomeni osebo, ki je sprejela to pogodbo v svojem imenu ali pravno osebo (bodisi podjetje, organizacija, izobraževalna ustanova ali vladna agencija, organ ali oddelek), ki je sprejela to pogodbo prek svojega pooblaščenega zastopnika. »Pooblaščen končni uporabnik« pomeni zaposlene in izvajalce imetnika licence, člane organizacije imetnika licence ali, če je pridobitelj licence izobraževalna ustanova, predavatelje in študente imetnika licence, ki jih je pridobitelj licence pooblastil za uveljavljanje pravic v skladu s to pogodbo. »Vi« in »vaš« pomeni imetnika licence in katerega koli pooblaščenega končnega uporabnika. V izogib dvomom je imetnik licence odgovoren za skladnost s to pogodbo s strani svojih pooblaščenih končnih uporabnikov.

S sodelovanjem v programu Beta potrjujete, da ste vi in vaši pooblaščen končni uporabniki polnoletni v pristojnosti, v kateri prebivate (v številnih državah ste stari vsaj 18 let), in da se vi in vaši pooblaščen končni uporabniki lahko zakonito pridružite programu Beta. Če vaši pooblaščen končni uporabniki niso polnoletni, potrjujete in se strinjate, da ste pridobili dovoljenje starša ali zakonitega skrbnika vsakega pooblaščenega končnega uporabnika. Ta pogodba je nična, kadar je prepovedana z zakonom in pravica do sodelovanja v programu Beta ni podeljena v teh

pristojnostih. Razen če se družba Apple pisno ne strinja ali dovoli drugače, ne morete deliti ali prenesti nobene programske opreme ali drugega gradiva, ki ga prejmete od družbe Apple v povezavi s tem, da ste udeleženec programa Beta. Računa Apple in gesla, ki ju uporabljate za prijavo kot udeleženec programa Beta, ni dovoljeno deliti na noben način ali z nikomer. Odgovorni ste za ohranjanje zaupnosti vašega računa Apple in gesla ter za vse dejavnosti v zvezi z vašim računom.

Ne glede na zgornje omejitve v tem razdelku 1, če ste starš ali zakoniti skrbnik posameznikov med 13. letom in zakonsko polnoletnostjo v pristojnosti, v kateri prebivate, lahko tem posameznikom dovolite, da delijo vaš račun Apple in geslo za njihovo uporabo v povezavi s programom Beta izključno pod vašim nadzorom in samo v skladu s to pogodbo. Odgovorni ste za spoštovanje in kršitve te pogodbe in vseh drugih sporazumov družbe Apple.

2. Dostop do predizdaje programske opreme, orodij Beta in dodatni pogoji. Razumete, da lahko družba Apple udeležencem programa Beta da na voljo predizdajo programske opreme za prenos prek spleta prek trgovine Mac App Store, spletnega portala programa Beta, na fizičnih medijih in/ali kot je drugače določeno v programu Beta (npr. z ročnim prenosom digitalne slike, zagotavljanjem konfiguracijskih profilov programske opreme itd.). Občasno vam lahko družba Apple po svoji izbiri zagotovi tudi programsko opremo ali storitve kot del programa Beta, vključno z, vendar ne omejeno na skripte, delčke kode, pripomočke, konfiguracijske profile, vzorčno kodo, aplikacije za odpravljanje težav in orodja za pošiljanje napak (**»orodja Beta«**) kot del vašega sodelovanja v programu Beta. Vsa uporaba takšne predizdaje programske opreme in orodij Beta je v skladu s pogoji te pogodbe in/ali druge licenčne pogodbe, ki spremlja takšno programsko opremo za predizdajo različice ali orodja Beta (skupaj **»Predizdaja programske opreme«** in **»Orodja Beta«** označujeta kot **»Programska oprema Apple«**).

Če je programski opremi Apple priložena ločena licenčna pogodba, se strinjate, da vašo uporabo programske opreme Apple ureja licenčna pogodba, ki spremlja takšno programsko opremo Apple, poleg razdelkov 5 in 6 te pogodbe. Vsa neskladja med določbami licenčne pogodbe, ki spremlja programsko opremo Apple, in razdelki 5 in 6 te pogodbe ureja ta pogodba. Če ni licenčne pogodbe, ki spremlja programsko opremo Apple, za vašo uporabo programske opreme Apple veljajo določbe te pogodbe.

Potrjujete in se strinjate, da ste odgovorni (a) za zagotavljanje, da je vsak pooblaščen končni uporabnik seznanjen s pogoji in določili licenčnih pogodb za programsko opremo Apple in da jih upošteva, (b) za pridobitev vseh potrebnih soglasij za uporabo programske opreme Apple s strani vaših pooblaščenih končnih uporabnikov in za uvajanje pooblaščenih naprav, kot je dovoljeno v tej pogodbi, ter (c) za spremljanje in polno odgovornost za vso takšno uporabo programske opreme Apple s strani vaših pooblaščenih končnih uporabnikov. Poleg tega lahko programska oprema Apple omogoči dostop do storitev in spletnih mest družbe Apple in tretjih oseb (skupaj in posamično, **»Storitve«**). Za uporabo teh storitev je potreben internetni dostop in za uporabo nekaterih storitev bo morda potreben račun Apple, morda boste morali sprejeti dodatne pogoje in morda boste morali plačati dodatne stroške.

3. Licenciranje in omejitve. Ob upoštevanju vaše skladnosti s to pogodbo vam družba Apple podeljuje osebno omejeno licenco za uporabo programske opreme Apple na pooblaščenih napravah (opredeljenih spodaj) in njihovo uporabo pooblaščenim končnim uporabnikom izključno za namene testiranja in ocenjevanja ter samo v povezavi s tem programom Beta. Za namene te pogodbe »pooblaščne naprave« pomenijo izdelke blagovne znamke družbe Apple, ki so v lasti ali pod nadzorom imetnika licence, ki so namenjeni samo pooblaščenim končnim uporabnikom in so primerni za uporabo v tem programu Beta. Razen če ni drugače dovoljeno v razdelku 16, vam ta licenca ne daje pravice do uporabe programske opreme Apple za kateri koli drug namen ali do razkritja, reprodukcije, distribucije, spreminjanja ali ustvarjanja izpeljanih del programske opreme Apple. Strinjate se, da ne boste dekompilirali, izvajali obratnega inženiringa, razstavljali, dešifrirali ali kako drugače poskušali izpeljati izvorne kode katere koli programske opreme Apple (razen in samo v obsegu, v katerem so zgornje omejitve prepovedane z veljavno zakonodajo ali v obsegu, ki je dovoljen z licenčnimi pogoji, ki urejajo uporabo odprtokodnih komponent, vključenih v katero koli takšno programsko opremo Apple). Če ni drugače dovoljeno v razdelku 16 spodaj, potrjujete, da se bo programska oprema Apple uporabljala samo za namene testiranja in ocenjevanja v povezavi s programom Beta in je ne boste dajali v najem, prodajali, dajali v zakup, podlicencirali, dodelili, distribuirali ali kako drugače prenašali. Družba Apple obdrži lastništvo vse programske opreme Apple in razen kot je izrecno navedeno tukaj, nobene druge pravice ali licence niso podeljene ali nakazane v okviru katere koli intelektualne lastnine družbe Apple.

4. Povratne informacije; stik z družbo Apple. Kot del programa Beta lahko družba Apple vam in nekaterim vašim pooblaščenim končnim uporabnikom ponudi možnost, da družbi Apple pošljete poročila o napakah, vprašalnike, zahteve za izboljšave, poročila o izdajah in/ali informacije o podpori (skupaj »**Povratne informacije**«). Pooblaščeni končni uporabniki, ki so študenti, družbi Apple ne smejo posredovati povratnih informacij. Družba Apple lahko zahteva te podatke od vas in pooblaščenih končnih uporabnikov, ki niso študenti, v možnosti Orodja Beta, pa tudi po telefonu, e-pošti, s spletnimi vprašalniki, obrazci za napake in drugimi mehanizmi. S strinjanjem s to pogodbo se strinjate, da lahko Apple občasno stopi v stik z vami glede programa Beta in s tem soglašate s prejemanjem takšnih sporočil. Razen če ni drugače določeno v razdelku 8, se strinjate, da bo družba Apple v odsotnosti ločenega pisnega dogovora, ki bi določal nasprotno, lahko vse povratne informacije, ki jih navedete, uporabila za poljubne namene.

5. Definicija zaupnih informacij. Strinjate se, da se predizdaja programske opreme in vse informacije v zvezi s predizdajo programske opreme (vključno z njeno naravo in obstojem, značilnostmi, funkcijami in posnetki zaslona), orodji Beta in drugimi informacijami, ki vam jih družba Apple razkrije v skladu s to pogodbo, vključno z informacijami, ki prejmete od zaposlenih, agentov družbe Apple ali s pregledom sredstev družbe Apple v zvezi z izdelki, načrti, poslovnimi načrti, poslovnimi priložnostmi, financami, raziskavami, razvojem, znanjem in izkušnjami družbe Apple, osebjem ali zaupnimi informacijami tretjih oseb, ki vam jih je razkrila družba Apple se v okviru te pogodbe obravnavajo in imenujejo s skupnim imenom »**zaupni podatki**«. Informacije, ki bi sicer veljale za zaupne, vendar (a) so na splošno in zakonito dostopne javnosti brez vaše krivde ali kršitve, (b) jih družba Apple na splošno da na voljo

javnosti; (c) ste jih neodvisno razvili brez uporabe katerekoli zaupne informacije družbe Apple, (d) so bile upravičeno pridobljene od tretje osebe, ki je imela pravico, da vam jih prenese ali razkrije brez omejitev; ali (e) programsko opremo in/ali dokumentacijo tretjih oseb, ki vam jo je posredovala družba Apple, ki je povezane licenčne določbe, ki ne nalagajo obveznosti zaupnosti v zvezi z uporabo ali razkritjem takšne programske opreme in/ali dokumentacije, se po tej pogodbi ne štejejo za zaupne informacije. Vsi zaupni podatki ostanejo v izključni lasti družbe Apple in nimate nobenih implicitnih licenc ali drugih pravic za zaupne informacije, ki niso določene v tej pogodbi.

6. Neuporaba in nerazkritje zaupnih informacij. Razen kot je izrecno dovoljeno v tem razdelku 6, se strinjate, da ne boste razkrili, objavili ali kako drugače posredovali nobenih zaupnih podatkov nikomur razen vašim pooblaščenim končnim uporabnikom ali kot je drugače izrecno dovoljeno ali drugače pisno dogovorjeno z družbo Apple. Poleg tega se strinjate, da boste sprejeli razumne previdnostne ukrepe, da boste preprečili nepooblaščen uporabo, razkritje, objavo ali razširjanje zaupnih informacij, vključno s preprečevanjem dostopa do programske opreme Apple ali njenega prikaza tretjim osebam. Strinjate se, da boste zaupne informacije uporabljali izključno za dovoljene uporabe, kot je določeno v tej pogodbi. Strinjate se, da zaupnih informacij ne boste drugače uporabljali v lastno korist ali v korist katere koli tretje osebe brez predhodne pisne odobritve pooblaščenega predstavnika družbe Apple v vsakem primeru. S tem potrjujete, da lahko nepooblaščen razkritje ali uporaba zaupnih informacij povzroči nepopravljivo škodo in znatno škodo podjetju Apple, ki jo je morda težko določiti. V skladu s tem se strinjate, da bo družba Apple imela pravico zahtevati takojšnjo sodno odredbo za uveljavitev obveznosti po tej pogodbi poleg vseh drugih pravic in pravnih sredstev, ki jih ima.

7. Previdnostni ukrepi za uporabo predizdaje programske opreme. Morda si boste morali priskrbeti svoj računalnik ali napravo znamke Apple, da boste lahko sodelovali pri uporabi predizdaje programske opreme, vključno s programsko opremo operacijskega sistema iOS, a ne omejeno nanjo. Če sodelujete pri uporabi predizdaje, boste morda morali registrirati svoj računalnik ali napravo pri družbi Apple in družbi Apple posredovati določene potrebne informacije iz take naprave, vključno z, brez omejitev, edinstvenimi identifikatorskimi številkami naprave. Razumete, da boste za sodelovanje pri uporabi predizdaje programske opreme morda morali odstraniti določeno predhodno naloženo komercialno programsko opremo Apple iz računalnika in/ali naprave, da bi naložili predizdajo programske opreme. Nadalje razumete, da ko naložite tako predizdajo programske opreme na računalnik in/ali napravo, se morda ne boste mogli vrniti nazaj na prednaloženo komercialno izdajo programske opreme Apple, ki ste jo uporabljali pred nalaganjem predizdaje programske opreme ali katere koli prejšnje izdaje predizdaje programske opreme. Poleg tega aplikacije in storitve, ki ste jih namestili ali uporabljali, morda ne bodo delovale ali delovale na enak način zaradi vaše uporabe predizdaje programske opreme. **POTRJUJETE, DA Z NAMESTITVIJO TAKŠNE PREDIZDAJE PROGRAMSKE OPREME NA RAČUNALNIKE IN/ALI NAPRAVE ZNAMKE APPLE TEH RAČUNALNIKOV IN NAPRAV MORDA NE BO MOGOČE OBNOVITI V PRVOTNO STANJE TER DA VAŠA UPORABA PREDIZDAJE PROGRAMSKE OPREME LAHKO VPLIVA NA APLIKACIJE IN STORITVE. POLEG TEGA RAZUMETE, DA PODATKOV (VKLJUČNO Z DOKUMENTI) IZ TAKŠNIH APLIKACIJ ALI STORITEV, KI JIH USTVARITE ALI SPREMENITE MED UPORABO PREDIZDAJE PROGRAMSKE OPREME, MORDA NE**

BO MOGOČE OBNOVITI. DRUŽBA APPLE NI ODGOVORNA ZA KAKRŠNE KOLI STROŠKE, IZDATKE ALI DRUGE OBVEZNOSTI, KI BI JIH LAHKO IMELI ZARADI ZAGOTAVLJANJA VAŠIH NAPRAV, VAŠEGA TESTIRANJA ALI NAMESTITVE ALI UPORABE PREDIZDAJE PROGRAMSKE OPREME, VKLJUČNO Z, VENDAR NE OMEJENO NA KAKRŠNO KOLI ŠKODO NA OPREMI, PROGRAMSKI OPREMI ALI PODATKIH ALI KAKRŠNO KOLI IZGUBO PODATKOV ALI INFORMACIJ, KI IZHAJAJO IZ VAŠE UPORABE TAKŠNE PREDIZDAJE PROGRAMSKE OPREME. Poleg tega lahko predizdaja programske opreme vsebuje napake ali netočnosti, ki lahko povzročijo napake, poškodbe ali izgubo podatkov in/ali informacij iz vašega računalnika in/ali naprave ali iz vaših povezanih zunanjih naprav (vključno s strežniki in tiskalniki). **Družba Apple priporoča, da varnostno kopirate vse podatke in informacije v vašem računalniku, napravah in/ali kateri koli zunanji napravi pred vašim sodelovanjem v programu Beta in pred kakršnimi koli posameznimi uporabami predizdaje. Predizdaja programske opreme ni namenjena uporabi in se ne sme uporabljati v proizvodnih ali poslovno kritičnih sistemih.**

8. Soglasje za zbiranje in uporabo podatkov.

8.1 Obveznosti imetnika licence. Imetnik licence se strinja, da bo ravnal v skladu z vsemi veljavnimi zakoni in predpisi, vključno z vsemi veljavnimi zakoni in predpisi o zasebnosti in varstvu podatkov, v zvezi s kakršno koli uporabo ali zbiranjem podatkov in informacij z uporabo programske opreme Apple in pooblaščenih naprav, ki jih uporabljajo pooblaščeni končni uporabniki imetnika licence. Imetnik licence izjavlja in jamči, da bo zagotovil pravočasno obvestilo o določbah pogodbe in pridobil vse potrebne pravice in soglasja bodisi od pooblaščenega končnega uporabnika ali, kot je ustrezno, starša ali zakonitega skrbnika pooblaščenega končnega uporabnika za namene uporabe, testiranje in ocenjevanje programske opreme Apple ter neposredno in naključno zbiranje podatkov pooblaščenega končnega uporabnika, do katerega lahko pride pred posredovanjem pooblaščenih naprav pooblaščenemu končnemu uporabniku v uporabo.

8,2 Predizdaja programske opreme za operacijske sisteme Apple (npr. različice iOS, watchOS, iPadOS, tvOS, macOS in visionOS). Da bi družbi Apple, njenim partnerjem in drugim razvijalcem omogočili izboljšanje izdelkov in storitev za testiranje ali druge koristne namene in razen če se odločite izklopiti takšno možnost v predizdajah programske opreme za operacijski sistem Apple, kot je primerno, se strinjate, da lahko družba Apple, njene podružnice in zastopniki zbirajo, uporabljajo, shranjujejo, prenašajo, obdelujejo in analizirajo (skupaj »Zbiranje«) diagnostične, tehnične dnevnik in dnevnik uporabe ter informacije iz vaših pooblaščenih naprav, v katerih se izvajajo predizdaje programske opreme Apple, kot del tega programa Beta. Ti podatki bodo zbrani v obliki, ki osebno ne identificira pooblaščenega končnega uporabnika in se lahko kadarkoli zbirajo iz takšnih računalnikov ali naprav. Podatki, ki se lahko zbirajo na ta način, med drugim vključujejo splošne diagnostične podatke in podatke o uporabi, različne edinstvene identifikatorje naprav, različne sistemske ali strojne edinstvene identifikatorje, podrobnosti strojne opreme in specifikacije operacijskega sistema, zmogljivost in statistiko delovanja ter informacije o tem, kako pooblaščeni končni uporabniki uporabljajo svoje pooblaščene naprave, sistem in programsko opremo aplikacije ali zunanje naprave in, če so omogočene lokacijske storitve, določene podatke o lokaciji. Strinjate se, da lahko družba Apple takšne diagnostične, tehnične in uporabniške dnevnik in informacije deli s partnerji in razvijalci

tretjih oseb, da jim omogoči izboljšanje njihovih izdelkov in storitev, ki delujejo na izdelkih znamke Apple ali so z njimi povezani. **Z namestitvijo ali uporabo predizdaje različic programske opreme operacijskega sistema Apple na vaših pooblaščenih napravah potrjujete in se strinjate, da imajo družba Apple in njene hčerinske družbe in zastopniki vaše dovoljenje in po potrebi dovoljenje staršev ali zakonitih skrbnikov vsakega pooblaščenega končnega uporabnika za zbiranje vseh takšnih podatkov in njihovo uporabo, kot je navedeno zgoraj.**

8.3 Druga predizdaja programske opreme in storitve. Za namene testiranja in izboljšave izdelkov in storitev družbe Apple ter le, če se odločite za namestitev ali uporabo drugih predizdaj programske opreme ali storitev (razen programske opreme operacijskega sistema družbe Apple), ki so na voljo v okviru programa Beta, se strinjate, da družba Apple in njene podružnice ter agenti lahko zbirajo diagnostične in tehnične podatke, podatke o uporabi in podatke, povezane z drugimi predizdaj programske opreme in storitev Apple ter iz vašega računalnika, naprave, zunanjih naprav ali druge strojne opreme, na kateri se uporablja taka predizdaja programske opreme. Pozorno preglejte opombe ob izdaji in druge informacije, ki vam jih razkrije družba Apple kot del programa Beta, preden se odločite, ali boste namestili ali uporabljali katero koli drugo predizdajo programske opreme ali storitve. **Z namestitvijo ali uporabo takšne druge predizdaje programske opreme ali storitev potrjujete in se strinjate, da imajo družba Apple in njene podružnice ter zastopniki vaše dovoljenje in po potrebi dovoljenje staršev ali zakonitega skrbnika vsakega pooblaščenega končnega uporabnika za zbiranje kakršnih koli in vseh takih informacij in jih uporabi, kot je navedeno zgoraj.**

8.4 Sistemski dnevnik in diagnostične datoteke. Poleg tega imate lahko kot del vašega sodelovanja v programu Beta možnost ročnega pripenjanja in/ali uporabe orodij Beta družbe Apple za zbiranje podrobnih diagnostičnih datotek strojne opreme in/ali sistema (npr. dnevnik jedra, dnevnik Apple System Profile, dnevnik zamrznitve, dnevnik zrušitev, dnevnik vrtenja, dnevnik namestitve, dnevnik aplikacij itd.) iz vašega računalnika in/ali naprav («sistemski dnevnik») za pošiljanje družbi Apple. Ti sistemski dnevnik lahko vključujejo osebne podatke, vključno z, vendar ne omejeno na, ime vašega računa, podatke o vaših stikih, dogodkih v koledarju in e-poštni korespondenci. **Zagotavljanje teh sistemskih dnevnikov je prostovoljno, vendar če jih posredujete družbi Apple, potrjujete in se strinjate, da ste pridobili potrebne pravice in soglasja za posredovanje teh podatkov družbi Apple in da jih lahko Apple uporabi za diagnostične namene družbe Apple ter za izboljšanje programa Beta ter izdelkov in storitev družbe Apple.**

8.5 Pravilnik o zasebnosti. Vaši podatki bodo ves čas obravnavani v skladu z pravilnikom o zasebnosti družbe Apple, ki si ga lahko ogledate na: <https://www.apple.com/legal/privacy>.

9. Brez podpore in vzdrževanja; prihodnji izdelki. Med vašim sodelovanjem v programu Beta ali programu pred izdajo Apple ni dolžan zagotavljati vzdrževalnih, tehničnih ali drugih podpornih storitev za programsko opremo Apple. Če je po presoji družbe Apple takšna podpora zagotovljena, bo zagotovljena poleg običajne garancije za vašo napravo ali računalnik, kot je primerno, in bo na voljo izključno prek programa Beta, medtem ko sodelujete v ustreznem programu predizdaje. Strinjate se, da boste upoštevali vsa pravila in pravilnike o podpori, ki vam

jih zagotavlja družba Apple, da boste prejeli takšno podporo. Potrjujete, da družba Apple nima nobene izrecne ali implicitne obveznosti, da v prihodnosti objavi ali da komur koli na voljo komercialno različico predizdaje programske opreme. Če je na voljo komercialna različica, ima lahko funkcije ali funkcionalnosti, ki se razlikujejo od tistih, ki jih najdete v predizdaji programske opreme, licencirani v nadaljevanju.

10. Forumi za razprave. V okviru programa Beta boste morda imeli priložnost sodelovati na forumih, ki jih ponuja družba Apple za predizdajo programske opreme in druge zaupne informacije, ki vam jih lahko posreduje Apple. Za namene takšnih forumov družba Apple zagotavlja omejeno izjemo od določb razdelka 6 zgoraj, tako da vam dovoli razpravo o določenih zaupnih informacijah družbe Apple, ki jih prejmete v povezavi z določeno predizdajo programa, z drugimi udeleženci tega programa v namenskem forumu družbe Apple za ta forum predizdaje programa. Razen za omejen namen pogovorov z drugimi udeleženci v okviru teh forumov potrjujete in se strinjate, da vam ta Pogodba ne daje pravice do kopiranja, reprodukcije, objave, objave, razkritja, prenosa ali drugačnega razširjanja kakršnih koli zaupnih podatkov družbe Apple.

11. Odškodnina. V obsegu, ki ga dovoljuje veljavna zakonodaja, se imetnik licence strinja, da bo povrnil odškodnino in prevzel odgovornost ter na zahtevo družbe Apple branil družbo Apple, njene direktorje, uradnike, zaposlene, podizvajalce in zastopnike (skupaj »Odškodninska stranka Apple«) pred kakršnimi koli zahtevki, izgubami, odgovornostmi, stroški in izdatki, vključno z, vendar ne omejeno na, odvetniške honorarje in sodne stroške (skupaj »izgube«), ki jih lahko ima odškodninska stranka Apple, ki izhajajo iz kakršne koli kršitve katerega koli potrdila, pogodbe, dolžnosti s strani pooblaščenega končnega uporabnika, zastopanja ali jamstva te pogodbe ali so povezani z njo.

Imetnik licence potrjuje, da programska oprema Apple ni namenjena uporabi v situacijah, kjer bi lahko napake ali netočnosti v vsebini, funkcijah, storitvah, podatkih ali informacijah, ki jih zagotavlja programska oprema Apple, ali okvara programske opreme Apple povzročila smrt, telesne poškodbe ali večjo materialno škodo. ali onesnaževanja okolja in v obsegu, ki ga dovoljuje zakonodaja, se imetnik licence s tem strinja, da bo povrnil odškodnino, prevzel odgovornost in branil odškodninsko stranko Apple pred kakršnimi koli izgubami, ki bi jih odškodninska stranka Apple lahko utrpela zaradi takšne uporabe s strani imetnika licence ali njegovih pooblaščenih uporabnikov.

V nobenem primeru ne sme pridobitelj licence skleniti kakršne koli poravnave ali podobne pogodbe s tretjo osebo, ki vpliva na pravice družbe Apple ali na kakršen koli način zavezuje družbo Apple, brez predhodnega pisnega soglasja družbe Apple.

12. Brez jamstva. Programska oprema Apple, ki je na voljo v nadaljevanju, je lahko označena kot alfa, beta, razvoj, predizdaja, netestirana ali ne v celoti testirana različica. Programska oprema Apple je lahko nepopolna in lahko vsebuje napake ali netočnosti, ki lahko povzročijo napake, poškodbe in/ali izgubo podatkov ali informacij. Izrecno priznavate in se strinjate, da je v obsegu, ki ga dovoljuje veljavna zakonodaja, vsa uporaba programske opreme Apple izključno na

vašo lastno odgovornost in da je celotno tveganje glede zadovoljive kakovosti, učinkovitosti, natančnosti in truda vaše. DRUŽBA APPLE VAM ZAGOTAVLJA VSE ZAUPNE INFORMACIJE, VKLJUČNO S PREDIZDAJO PROGRAMSKE OPREME IN ORODJI BETA, IZKLUČNO NA PODLAGI »KOT SO« IN BREZ KAKRŠNEGA KOLI JAMSTVA, IZRECNEGA ALI IMPLICITNEGA, VKLJUČNO Z, VENDAR NE OMEJENO NA IMPLICITNIMI JAMSTVI O PRIMERNOSTI ZA PRODAJO, NEKRŠITVI, TOČNOSTI, POPOLNOSTI, ZMOGLJIVOSTI IN PRIMERNOSTI ZA DOLOČEN NAMEN. Potrjujete, da družba Apple ni javno objavila razpoložljivosti predizdaje programske opreme, da vam družba Apple ni obljubila ali zagotovila, da bo takšna predizdaja programske opreme objavljena ali dana na voljo komur koli v prihodnosti, in da družba Apple nima izrecne ali implicitne obveznosti do vas, da najavi ali predstavi predizdajo programske opreme ali kateri koli podoben ali združljiv izdelek, ali da bo v prihodnosti še naprej ponujal ali podpiral predizdajo programske opreme. Za potrošnike v Avstraliji nič v tej licenci ne vpliva ali ne namerava vplivati na vaše zakonske pravice v skladu z avstralsko zakonodajo o varstvu potrošnikov (vključno z jamstvi za potrošnike).

13. Zavrnitev odgovornosti. RAZEN ČE JE DRUGAČE DOLOČENO V TEJ LICENCI, DO OBSEGA, KI NI PREPOVEDAN Z VELJAVNO ZAKONODAJO, PREVEMATE VSA TVEGANJA IN VSE STROŠKE, POVEZANE S TESTIRANJEM, NAMESTITVIJO ALI UPORABO PREDIZDAJE PROGRAMSKE OPREME IN ORODJI BETA, KI SO NA VOLJO V SKLADU S TO POGODBO, VKLJUČNO, BREZ OMEJITEV, KAKRŠNE KOLI RAČUNE OPERATERJA, STROŠKE REZERVNEGA KOPIRANJA, STROŠKE, NASTALE ZARADI UPORABE PREDIZDAJE PROGRAMSKE OPREME NA VAŠEM RAČUNALNIKU, NAPRAVAH IN/ALI ZUNANJIH NAPRAVAH TER KAKRŠNO KOLI POŠKODBO OPREME, PROGRAMSKE OPREME, INFORMACIJ ALI PODATKOV IN V NOBENEM PRIMERU BO DRUŽBA APPLE ODGOVORNA ZA KAKRŠNO KOLI POSREDNO, POSEBNO, NAKLJUČNO ALI POSLEDIČNO ŠKODO, KI SE POJAVI ZARADI KRŠENJA (VKLJUČNO Z MALOMARNOSTJO), POGODBE ALI DRUGAČE, KI IZHAJA IZ TE POGODBE ALI JE POVEZANO Z NJO, VKLJUČNO Z KAKRŠNO KOLI ODGOVORNOSTJO, KI IZHAJA IZ KAKRŠNE KOLI UPORABE PREDIZDAJE PROGRAMSKE OPREME ZA VAŠ RAČUNALNIK, NAPRAVE IN/ALI VSE POVEZANE ZUNANJE NAPRAVE, IN/ALI IZ KAKRŠNIHKOLI DRUGIH ZAUPNIH INFORMACIJ IN/ALI DELOVANJA DRUŽBE APPLE ALI NEDELOVANJA V SKLADU S TO POGODBO, TUDI ČE JE BILA DRUŽBA APPLE OBVEŠČENA ALI SE ZAVEDA MOŽNOSTI TAKŠNE ŠKODE. V NOBENEM PRIMERU CELOTNA ODGOVORNOST DRUŽBE APPLE DO VAS ZA VSO ŠKODO (RAZEN V PRIMERIH, KI JIH ZAHTEVA VELJAVNA ZAKONODAJA V PRIMERIH TELESNE POŠKODBE) NE BO PRESEGLA ZNESKA PETDESET DOLARJEV (50,00 USD). ZGORNJE OMEJITVE VELJAJO TUDI, ČE ZGORAJ NAVEDENO PRAVNO SREDSTVO NE IZPOLNJUJE SVOJEGA BISTVENEGA NAMENA.

14. Trajanje in prenehanje. Ta sporazum velja do prenehanja veljavnosti v skladu s tem razdelkom 14. To pogodbo ali posamezen projekt predizdaje lahko prekinete iz katerega koli razloga in kadar koli, vendar le, če vrnete ali uničite vse zaupne podatke, ki jih imate ali nadzorujete (vključno s predizdajo programske opreme, vendar ne omejeno na to); če pa ne morete izbrisati določene predizdaje programske opreme iz svojega računalnika in/ali naprave, se strinjate, da ta naprava (ali naložena predizdaja programske opreme), razen če ali dokler družba Apple ne da na voljo komercialne različice predizdaje programske opreme. Na zahtevo družbe Apple se strinjate, da boste ob vsaki prekinitvi zagotovili potrdilo o vaši skladnosti s prej navedenimi zahtevami. Družba Apple lahko kadar koli, z ali brez razloga, takoj po pisnem obvestilu prekine to pogodbo ali posamezen projekt, in lahko takoj prekine to pogodbo za

kakršno koli kršitev določb o zaupnosti, določenih v tem dokumentu. V sedmih (7) dneh od prejema obvestila o odpovedi družbi Apple ali prej, če to zahteva družba Apple, boste vrnili, prenehali z uporabo in/ali uničili predizdajo programske opreme in vse druge zaupne informacije, kot je določeno v tem razdelku. Po prenehanju veljavnosti tega sporazuma ali individualnega projekta uporabe predizdaje iz kakršnega koli razloga bodo omejitve iz razdelka 3, 4-8, zadnjih dveh stavkov razdelka 9 in vključno z 11-20 še naprej zavezujoče za pogodbenici. Veljavnost vaše licence za uporabo programske opreme Apple, podeljene v skladu z razdelkom 3 te pogodbe, se začne z vašo namestitvijo ali uporabo programske opreme Apple in samodejno preneha veljati brez obvestila družbe Apple ob predhodni (a) naslednji komercialni izdaji programske opreme Apple, (b) prenehanju posameznega projekta uporabe predizdaje, v okviru katerega ste pridobili programsko opremo Apple, (c) prenehanju te pogodbe ali (d) datumu, navedenem v ločeni licenci, priloženi programski opremi Apple (če obstaja).

15. Prepoved izvažanja. Strinjate se, da ne boste izvažali ali ponovno izvažali katerega koli dela predizdaje programske opreme ali zaupnih informacij, pridobljenih od družbe Apple, razen če to dovoljuje zakonodaja Združenih držav in zakoni pravnega sistema, v katerem je bila programska oprema Apple pridobljena. Zlasti, vendar brez omejitev, programske opreme Apple ni dovoljeno izvažati ali ponovno izvažati (a) v katere koli države, za katere velja embargo v ZDA, ali (b) komur koli na seznamu posebej označenih državljanov ameriškega ministrstva za finance ali na seznamu zavrženih oseb ali na katerem koli drugem seznamu omejenih strank. S prenosom in uporabo programske opreme Apple zagotavljate in jamčite, da se ne nahajate v nobeni taki državi ali na takšnem seznamu. Prav tako se strinjate, da programske opreme Apple ne boste uporabljali za namene, ki jih prepoveduje zakonodaja Združenih držav, vključno z razvojem, načrtovanjem, izdelavo ali proizvodnjo raket, jedrskega, kemičnega ali biološkega orožja, vendar ne omejeno nanje. Potrjujete, da se bo ta programska oprema Apple uporabljala samo za namene ocenjevanja in testiranja ter da se ne bo oddajala, prodajala, dajala v zakup, podlicencirala, dodelila ali kako drugače prenesla. Poleg tega potrjujete, da ne boste prenašali ali izvažali nobenega izdelka, postopka ali storitve, ki je neposreden izdelek te programske opreme Apple.

16. Programska oprema in informacije tretjih oseb. Deli programske opreme Apple lahko vključujejo programsko opremo tretjih oseb in drugo avtorsko zaščiteno gradivo. Priznanja, licenčni pogoji in zavrnitve odgovornosti za takšna gradiva so v elektronski dokumentaciji za programsko opremo Apple, vašo uporabo takega gradiva pa urejajo predpisi tretjih oseb. Omemba tretjih oseb in izdelkov tretjih oseb v kakršnem koli gradivu, oglaševanju, promocijah ali kuponih, ki so na voljo udeležencem programa Beta, je zgolj informativne narave in ne predstavlja niti podpore niti priporočila. Vse specifikacije in opise izdelkov tretjih oseb posreduje zadevni prodajalec ali dobavitelj in družba Apple ne prevzema nobene odgovornosti glede izbire, delovanja ali uporabe teh ponudnikov ali izdelkov. Vsi sporazumi, dogovori ali garancije, če obstajajo, potekajo neposredno med ponudniki in potencialnimi uporabniki.

17. Brez odpovedi ali dodelitve. Nobena zamuda ali neukrepanje v skladu s to pogodbo ne pomeni odpovedi, razen če se izrecno pisno odpove in jo podpiše ustrezno pooblaščen zastopnik družbe Apple, in nobena posamezna opustitev ne bo pomenila nadaljnje ali poznejše

opustitve. Te pogodbe vi ne smete dodeliti v celoti ali delno. Vsaka nasprotna dodelitev je nična in neveljavna.

18. Veljavno pravo. Vsi pravni postopki in spori med vami in družbo Apple, ki izhajajo iz ali so povezani s to pogodbo, programsko opremo Apple ali vašim odnosom z družbo Apple, se bodo reševali v severnem okrožju Kalifornije, vi in družba Apple pa soglašata s pristojnostjo za take sodne postopke ali drugo reševanje sporov izključno v državnih in zveznih sodiščih v tem okrožju. Ta sporazum se ureja in razlaga v skladu z zakoni Združenih držav Amerike in zvezne države Kalifornije, razen organa kalifornijske zakonodaje v zvezi s kolizijo zakonov. Ne glede na zgoraj navedeno, če ste posameznik, ki vstopa v to pogodbo izključno kot del svoje zaposlitve za enega od spodaj navedenih subjektov, veljajo naslednje izjeme:

– Če ste zaposleni v agenciji, organu ali oddelku zvezne vlade Združenih držav Amerike, se ta sporazum ureja v skladu z zakoni Združenih držav Amerike, v odsotnosti veljavne zvezne zakonodaje pa se uporabljajo zakoni zvezne države Kalifornije. Poleg tega in ne glede na vse, kar je v nasprotju s to pogodbo, bodo za vse zahteve, zahtevke, pritožbe in spore veljali Zakon o pogodbenih sporih (U.S.C. odstavek-613), Tucker Act (28 U.S.C. člen 1346(a) in člen 1491) ali zvezni zakon o odškodninskih zahtevkih (41 U.S.C. člen 601(b), 2672-2674, 2680-2401, 2402-2671), 28-1346), kot je ustrezno, ali drugi veljavni upravni organ.

– Če ste zaposleni v javni in akreditirani izobraževalni ustanovi v ZDA, se (a) ta pogodba ureja in razlaga v skladu z zakoni države (v ZDA), v kateri ima vaša izobraževalna ustanova sedež, razen zakona o državni zakonodaji v zvezi s kolizijo prava; in (b) vsak sodni postopek ali drugo reševanje sporov med vami in podjetjem Apple, ki izhaja iz ali je povezano s to pogodbo, programsko opremo Apple ali vašim odnosom z podjetjem Apple, bo potekalo na zveznem sodišču v severnem okrožju Kalifornije, vi in družba Apple pa soglašata z osebno pristojnostjo in izključnem kraju takega okrožja, razen če je takšno soglasje izrecno prepovedano z zakoni države, v kateri ima vaša izobraževalna ustanova sedež.

– Če ste zaposleni v mednarodni medvladni organizaciji, ki je bila z vašo medvladno listino ali sporazumom dodeljena imuniteta pred pristojnostjo nacionalnih sodišč, se vsako polemiko ali zahtevek, ki izhaja iz te pogodbe ali je povezan z njo, ali kršitev te pogodbe, določi z arbitražo, ki jo upravlja Mednarodni center za reševanje sporov v skladu z njegovimi mednarodnimi arbitražnimi pravili. Kraj arbitraže je London, Anglija; jezik je angleščina; število arbitrov pa je tri. Na zahtevo družbe Apple se strinjate, da boste predložili dokaze o vašem statusu medvladne organizacije s takimi privilegiji in imunitetami.

Tega sporazuma ne ureja Konvencija Združenih narodov o pogodbah o mednarodni prodaji blaga, katere uporaba je izrecno izključena.

19. Končni vladni uporabniki. Programska oprema Apple in povezana dokumentacija so »komercialni izdelki«, kot je ta izraz opredeljen v 48 C.F.R. 2.101,, ki ga sestavljata »Komericalna računalniška programska oprema« in »Dokumentacija komercialne računalniške programske opreme«, saj se taki izrazi uporabljajo v členu 48 C.F.R. 12.212 ali 48 C.F.R. 227.7202, kot je

Pogodba za program Apple Beta Software

ustrezno. V skladu z 48. členom C.F.R. 12.212 ali 48 C.F.R. 227.7202-1 do 227.7202-4, kot je primerno, je komercialna računalniška programska oprema in dokumentacija komercialne računalniške programske opreme licencirana končnim uporabnikom v vladnem sektorju ZDA (a) samo kot komercialni izdelki in (b) samo s temi pravicami, podeljenimi vsem ostalim uporabnikom v skladu s tukaj navedenimi predpisi in pogoji. Neobjavljene pravice pridržane v skladu z zakoni o avtorskih pravicah Združenih držav Amerike.

20. Ničnost; Celovito razumevanje. Če se ugotovi, da je katera koli določba te pogodbe neizvršljiva ali neveljavna, se ta določba omeji ali odpravi v najmanjšem obsegu, ki je potreben, da ta pogodba sicer ostane v polni veljavi in izvršljiva. Ta pogodba, vključno z vsemi dodatki, ki veljajo v skladu s to pogodbo, in vsemi dodatnimi licencami, ki spremljajo programsko opremo Apple, predstavlja celotno pogodbo v zvezi z zaupnimi podatki, razkritimi tukaj, in nadomešča vse predhodne ali sočasne ustne ali pisne sporazume v zvezi s takšnimi zaupnimi podatki. Razen v obsegu, določenem v zgornjem razdelku 2, bodo vse neskladnosti med to pogodbo in licenčno pogodbo, ki spremlja programsko opremo Apple, urejene z licenčno pogodbo, priloženo programski opremi Apple. Razen kot je izrecno določeno v tem dokumentu, je vsaka odpoved ali sprememba katere koli določbe tega sporazuma veljavna le, če jo pisno podpišejo pooblašeni predstavniki obeh strank. Vsak prevod te pogodbe se opravi v skladu z lokalnimi predpisi in v primeru spora med angleško in katero koli različico, ki ni angleška, velja angleška različica te pogodbe v obsegu, ki ni prepovedan z lokalno zakonodajo v vaši pristojnosti.

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9. september 2024

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

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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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