ENGLISH

APPLE INC.
SOFTWARE LICENSE AGREEMENT FOR
APPLE STORE APPLICATION

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE USING
THE APPLE SOFTWARE. BY USING THE APPLE SOFTWARE, YOU ARE AGREEING TO BE BOUND
BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO
NOT INSTALL AND/OR USE THE SOFTWARE.

IMPORTANT NOTE: To the extent that this software may be used to reproduce materials, it is
licensed to you only for reproduction of non-copyrighted materials, materials in which you own
the copyright, or materials you are authorized or legally permitted to reproduce. If you are
uncertain about your right to copy any material, you should contact your legal advisor.

1. General.
A. The Apple software, and any third party software, documentation, interfaces, content, fonts and any
data accompanying this License whether in read only memory, on any other media or in any other form
(collectively the "Apple Software") are licensed, not sold, to you by Apple Inc. ("Apple") for use only
under the terms of this License. Apple and/or Apple's licensors retain ownership of the Apple Software
itself and reserve all rights not expressly granted to you.

B. Apple, at its discretion, may make available future upgrades or updates to the Apple Software for your
compatible Apple-branded iOS device. The Apple Software upgrades and updates, if any, may not
necessarily include all existing software features or new features that Apple releases for newer or other
models of iOS devices. The terms of this License will govern any software upgrades or updates provided
by Apple to the original Apple Software product, unless such upgrade or update is accompanied by a
separate license in which case you agree that the terms of that license will govern such upgrade or
update.

2. Permitted License Uses and Restrictions.
A. License. Subject to the terms and conditions of this License and as permitted in the “App Store
itunes/ww/) ("Usage Rules"), unless you obtained the Apple Software as described in Section 2B, you
are granted a limited, non-transferable, non-exclusive license to install and use the Apple Software on
any compatible Apple-branded iOS device that you own or control. You may not distribute or make the
Apple Software available over a network where it could be used by multiple devices at the same time.
You may not rent, lease, lend, sell, redistribute or sublicense the Apple Software.

B. Volume or Maintenance License. If you obtained the Apple Software under a volume or maintenance
license program with Apple, the terms of your volume or maintenance license will determine the number
of copies of the Apple Software you are permitted to download, install, use and run on Apple-branded
iOS devices you own or control. Except as agreed to in writing by Apple, all other terms and conditions
of this License shall apply to your use of the Apple Software obtained under a volume or maintenance
license.

C. System Requirements. Apple Software is supported only on Apple-branded hardware that meets
specified system requirements as indicated by Apple.

D. Content. Title and intellectual property rights in and to any content displayed by or accessed through
the Apple Software belong to the respective content owner. Such content may be protected by copyright
or other intellectual property laws and treaties, and may be subject to terms of use of the third party
providing such content. Except as otherwise provided in this License, this License does not grant you
any rights to use such content nor does it guarantee that such content will continue to be available to
E. No Reverse Engineering. You may not, and you agree not to or enable others to, copy (except as expressly permitted by this License or by the Usage Rules if they are applicable to you), decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Apple Software or any services provided by the Apple Software, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of open-sourced components included with the Apple Software).

F. Compliance with Laws. You agree to use the Apple Software and the Services (as defined in Section 4 below) in compliance with all applicable laws, including local laws of the country or region in which you reside or in which you download or use the Apple Software and Services.

G. Automatic Updates. If you choose to allow automatic app updates, your device will periodically check with Apple for updates and upgrades to the Apple Software and, if an update or upgrade is available, the update or upgrade will automatically download and install onto your device and, if applicable, your peripheral devices. You can turn off the automatic app updates altogether at any time by changing the automatic app updates settings found within Settings.

3. Consent to Use of Data.
A. Diagnostic and Usage Data. If you opt in to diagnostic and usage collection, you agree that Apple and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about your iOS device, computer, system and application software, and peripherals, that is gathered periodically to provide and improve Apple’s products and services, facilitate the provision of software updates, product support and other services to you (if any) related to the Apple Software, and to verify compliance with the terms of this License. Apple may use this information, as long as it is collected in a form that does not personally identify you, for the purposes described above.

B. Location Data. Apple and its partners and licensees may provide certain services through the Apple Software that rely upon location information. To provide and improve these services, where available, Apple and its partners and licensees may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your device on which the Apple Software is used, and you hereby agree and consent to Apple’s and its partners’ and licensors’ collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and or using any location-based services or features within the Apple Software (e.g. the Apple Store software application), you agree and consent to Apple collecting, using, processing and maintaining information related to your account, and any devices registered thereunder, for the purposes of providing such location-based service feature to you. Such information may include, but is not limited to, your account ID and name, device ID and name, device type and real-time geographic location of your device at the time of your request. You can withdraw your consent at any time by turning Location Services and/or the collection of location data related to the Apple Store software application to “Off”.

C. Privacy Policy. At all times your information will be treated in accordance with Apple’s Privacy Policy, which is incorporated by reference into this License and can be viewed at: http://www.apple.com/privacy/.

4. Apple Online and Apple Retail Stores and other Services. This software enables access to the Apple Online and Apple Retail Stores, which may offer products for sale and other services (collectively and individually, "Services"). Use of the Services requires Internet access and use of certain Services requires you to accept additional terms and conditions which will be made available or presented to you in the course of using such Services.

By using this software to access the Apple Online and/or Apple Retail Stores, you agree to the latest
Apple Online and/or Apple Retail Store Sales and Refund Policy, which you may access and review from the home page of the Apple Online Store or at http://store.apple.com/us/open/salespolicies.

Certain Services may include materials from third parties or links to certain third party web sites. You acknowledge and agree that Apple is not responsible for examining or evaluating the content or accuracy of any such third-party material or web sites. Apple does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or web sites, or for any other materials, products, or services of third parties. Links to other web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that Apple is not in any way responsible for any such use by you.

You agree that the Services contain proprietary information and material that is owned by Apple and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

Apple and its licensors reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will Apple be liable for the removal of or disabling of access to any such Services. Apple may also impose limits on the use of or access to certain Services, in any case and without notice or liability.

5. Termination. This License is effective until terminated. Your rights under this License will terminate automatically or otherwise cease to be effective without notice from Apple if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the Apple Software and destroy all copies, full or partial, of the Apple Software. Sections 3, 4, 5, 6, 7, 8, 10 and 11 of this License shall survive any such termination.

6. Disclaimer of Warranties.
A. If you are a customer who is a consumer (someone who uses the Apple Software outside of your trade, business or profession), you may have legal rights in your country of residence which would prohibit the following limitations from applying to you, and where prohibited they will not apply to you. To find out more about consumer rights, you should contact a local consumer advice organization.

B. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE APPLE SOFTWARE AND ANY SERVICES PERFORMED BY OR ACCESSED THROUGH THE APPLE SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

C. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 6 AND 7) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLE SOFTWARE AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

D. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLE SOFTWARE AND SERVICES, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLE SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY
SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE APPLE SOFTWARE OR SERVICES WILL BE CORRECTED, OR THAT THE APPLE SOFTWARE WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES. INSTALLATION OF THIS SOFTWARE MAY AFFECT THE USABILITY OF THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD PARTY SERVICES.

E. YOU FURTHER ACKNOWLEDGE THAT THE APPLE SOFTWARE AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE APPLE SOFTWARE OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

F. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE APPLE SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLE SOFTWARE AND SERVICES OR ANY THIRD PARTY SOFTWARE OR APPLICATIONS IN CONJUNCTION WITH THE APPLE SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. 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.

8. Export Control. You may not use or otherwise export or re-export the Apple Software except as authorized by United States law and the laws of the jurisdiction(s) 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. By 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.

9. Government End Users. The Apple Software and related documentation are “Commercial Items”, 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 Items 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.
10. **Controlling Law and Severability.** This License will be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are a consumer based in the United Kingdom, this License will be governed by the laws of the jurisdiction of your residence. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

11. **Complete Agreement; Governing Language.** This License constitutes the entire agreement between you and Apple relating to the Apple Software, and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Apple. Any translation of this License 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 License shall govern, to the extent not prohibited by local law in your jurisdiction.

EA1102
11/19/2013