

EXHIBIT A

APPLE EDUCATION SEED PROGRAM EQUIPMENT LOAN AGREEMENT

Apple Computer, Inc. ("Apple"). agrees to deliver and _____ (Recipient"), agrees to receive on loan, the equipment, software, supplies, or other materials ("Equipment") listed on EXHIBIT B.

Shipping Address	Responsible Party	Return Address
		Attn: William Henderson 3024 Topside Business Park Drive Suite B Louisville, TN 37777 United States Telephone: 865-983-7734

Intended Purpose	For Use	Apple to Deliver	Date to Ship back to Apple
Evaluation and/or Events			

In exchange for the loan of this Equipment, Recipient hereby agrees to use the Equipment only for the following purposes stated above and further agrees to the following terms and conditions:

1. Once executed by both parties, the period of this Agreement will be until termination pursuant to Section 14 hereof.
2. Title to the Equipment (including all spare or maintenance parts) will remain vested in Apple. Nothing in this Agreement will be construed as conveying to the Recipient any right, title or interest in the Equipment, except as a borrower and only for the limited purposes set forth herein. At Apple's request, Recipient will join with Apple in executing one or more financing statements regarding any or all of the Equipment, pursuant to the Uniform Commercial Code.
3. Recipient will be responsible for physical loss of or damage done to the Equipment while in the possession or control of Recipient. Apple will arrange for delivery of the Equipment to Recipient. Recipient assumes this liability when Recipient takes possession of the Equipment or when the common carrier or other entity selected by Apple to deliver the Equipment to Recipient surrenders possession of the same to Recipient or its agent. Recipient's liability for physical loss or damage done to Equipment lent to it by Apple ends when Recipient returns the Equipment to Apple in the same condition as it was provided to Recipient, except for normal wear. For physical loss of or damage to the Equipment covered by this Agreement, Recipient will be obligated to reimburse Apple in an amount equal to the cost of such Equipment as specified in Apple's Price List in effect at the beginning of the loan. This paragraph will survive termination of this Agreement.
4. THE EQUIPMENT IS PROVIDED TO RECIPIENT "AS IS," AND APPLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. APPLE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR DIRECT DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OR OPERATION OF THE EQUIPMENT. Recipient will defend, indemnify and hold Apple harmless against any and all claims, demands, liabilities and expenses (including but not limited to attorneys fees and costs of suit) arising out of or in connection with this Agreement or Recipient's possession operation of equipment, other than claims arising solely from the Equipment's infringement of a third party's copyright, patent rights, trade secrets, or trademark rights. This paragraph will survive termination of this agreement.
6. During the term of this Agreement, **the set-up, repacking, and the scheduling of return shipping will be the responsibility of Recipient.**
7. Recipient agrees not to make changes or alterations to the Equipment without the prior written consent of Apple, nor will Recipient use any Equipment for any purpose other than as stated above. Recipient will, however, provide adequate opportunity to make any changes, alterations or exchanges which Apple deems necessary or desirable. Recipient will not copy or otherwise reproduce, reverse engineer, disassemble, or decompile any Software components of the Equipment.
8. Recipient agrees not to move the Equipment from the Site, without Apple's prior written approval.