

PLEASE READ THIS SAFARI EXTENSIONS DIGITAL SIGNING AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING ANY APPLE CERTIFICATES PROVIDED HEREUNDER. BY ACCEPTING THIS AGREEMENT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. IF YOU ARE ACCESSING THE AGREEMENT ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY CLICKING THE "AGREE " BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, CLICK "DISAGREE" AND DO NOT USE THE APPLE CERTIFICATES.

Safari Extensions Digital Signing Agreement

Purpose

This Agreement sets forth the terms and conditions for use of Apple Certificates to digitally sign Extensions for Safari.

1. Definitions

"Apple Certificates" means the Apple-issued digital certificates provided to You by Apple under this Agreement.

"Extensions" means one or more software programs or plug-ins developed by You under this Agreement and in compliance with the Extension Requirements (as set forth in Section 3), under Your own trademark or brand, and for specific use with Safari.

"FOSS" (Free and Open Source Software) means any software that is subject to terms that, as a condition of use, copying, modification or redistribution, require such software and/or derivative works thereof to be disclosed or distributed in source code form, to be licensed for the purpose of making derivative works, or to be redistributed free of charge, including without limitation software distributed under the GNU General Public License or GNU Lesser/Library GPL.

"Safari" means Apple's web browser product distributed under the name Safari (or any successor thereto) and for use only on Mac OSX and Windows. As used herein, the term Safari excludes versions of Safari browser for Apple-branded hardware running the iPhone OS.

"Term" means the period described in Section 6.

"You" or "Your" means the person(s) or entity using the Apple Certificates or otherwise exercising rights under this Agreement. If You are entering into this Agreement on behalf of Your company, organization, educational institution, or an agency, instrumentality, or department of the federal government, "You" or "Your" refers to your company, organization, educational institution or agency.

2. Apple Certificate Usage and Restrictions

2.1 Permitted Uses and Restrictions

Subject to the terms and conditions of this Agreement, Apple hereby grants You during the Term, a limited, non-exclusive, revocable, non-sublicensable and non-transferable right to use the Apple Certificates as follows:

(a) You may incorporate the Apple Certificates issued to You pursuant to this Agreement into Your Extensions for the sole purpose of digitally signing such Extensions for use with Safari; and

(b) You may distribute such Apple Certificates incorporated into Your Extensions in accordance with Section 2.1(a) so long as such distribution is under Your own trademark or brand.

You understand that Extensions cannot be installed or used in Safari unless they are signed with

an Apple Certificate. In relation to this, You represent and warrant to Apple that: (a) You will not take any action to interfere with the normal operation of any Apple Certificates; (b) You are solely responsible for preventing any unauthorized person from having access to Your Apple Certificates, and You will safeguard Your Apple Certificates from compromise; (c) You agree to immediately notify Apple in writing if You have any reason to believe there has been a compromise of Your Apple Certificates; (d) You will not provide or transfer Apple Certificates provided under this Agreement to any third party, nor use Your Apple Certificate to sign a third party's extensions; and (e) You will use Apple Certificates provided under this Agreement exclusively for the purpose of signing Your Extensions for testing, development and/or distribution for use in Safari as contemplated under this Agreement, and only in accordance with this Agreement.

You further represent and warrant to Apple that the licensing terms governing Your Extension or governing any third party code or FOSS included in Your Extension, will be consistent with and not conflict with the digital signing contemplated hereunder or any of the terms, conditions or requirements of this Agreement. In particular, such licensing terms will not purport to require Apple (or its agents) to disclose or make available any of the keys, authorization codes, methods, procedures, data or other information related to digital signing mechanisms utilized as part of Safari. If You discover any such inconsistency or conflict, You agree to immediately notify Apple of it and will cooperate with Apple to resolve such matter. You understand and agree that Apple may revoke Your Apple Certificates until such matter is resolved to Apple's reasonable satisfaction.

2.2 Certificate Revocation

Apple reserves the right to revoke Your Apple Certificates when Apple believes such action is necessary to protect the privacy, safety or security of end-users or Safari, or is otherwise prudent or necessary as determined in Apple's reasonable judgment. By way of example only, Apple might choose to do this if Apple has reason to believe Your Extension contains malicious or harmful code, malware programs, or otherwise damages or adversely affects the hardware, software, or networks accessed or used by Your Extension. You acknowledge and agree that Apple shall not be responsible for any costs, expenses or other liabilities incurred, and activities undertaken by You in connection with Apple Certificates, Your Extensions and Your related development efforts.

2.3 Ownership

Apple retains all its right, title, and interest in the Apple Certificates. All rights not expressly granted in this Agreement are reserved and no other rights are granted by Apple, by implication or otherwise. The parties acknowledge that this Agreement does not give Apple any ownership interest in Your Extensions.

2.4 No Other Permitted Uses

You agree not to rent, lease, lend, upload to or host on any website or server, sell, redistribute, or sublicense the Apple Certificates, in whole or in part, or to enable others to do so. You may not use the Apple Certificates for any purpose not expressly permitted by this Agreement. You may not and You agree not to, or to enable others to, copy, reverse engineer, disassemble, modify, or decrypt the Apple Certificates, or any part thereof. Further, You will not, through use of the Apple Certificates or otherwise, create any Extension or other program that would disable, hack or otherwise interfere with any security, digital signing, verification or authentication mechanisms implemented in or by the Apple Certificates or Safari, or enable others to do so.

2.5 Updates; No Support or Maintenance

You acknowledge and agree that subsequent releases of the Apple Certificates may be incompatible with the Apple Certificates provided hereunder and that Apple will have no obligation to license any other software, certificates or APIs to You. Apple may extend, enhance, or otherwise modify the Apple Certificates at any time without notice. Apple is not obligated to provide any maintenance, technical or other support for the Apple Certificates.

3. Extension Requirements

Any Extension that incorporates the Apple Certificates must comply with these criteria and requirements, as they may be modified by Apple from time to time:

3.3.1 Extensions must not contain any malware, malicious or harmful code, or other internal component (e.g. computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect Apple hardware, software or services, or other third party software, firmware, hardware, data, systems, services, or networks.

3.3.2 Extensions must only operate in Safari's designated container area for the Extension.

3.3.3 Extensions must comply with all applicable criminal, civil and statutory laws and regulations, including those in any jurisdictions in which such Extensions may be offered or made available. To the best of Your knowledge and belief, You agree that Your Extension does not and will not violate, misappropriate, or infringe any Apple or third party copyrights, trademarks, rights of privacy and publicity, trade secrets, patents, or other proprietary or legal rights.

3.3.4 Extensions may not be designed or marketed for the purpose of harassing, abusing, stalking, spamming, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.

3.3.5 Extensions must not disable, override or otherwise interfere with any Apple-implemented system alerts, warnings, display panels, consent panels and the like.

3.3.6 If Your Extension includes any FOSS, You agree to comply with all applicable FOSS licensing terms. You also agree not to use any FOSS in the development of Your Extension in such a way that would cause the non-FOSS portions of the Apple Certificates or Safari to be subject to any FOSS licensing terms or obligations.

4. Changes to Agreement Terms

Apple may change the terms of this Agreement at any time upon notice to You. In the event of such a change, in order to continue using the Apple Certificates to digitally sign Your Extensions, You will be required to accept and agree to the new terms. You agree that Your acceptance of such new Agreement terms may be signified electronically, including without limitation, by Your checking a box or clicking on an "agree" or similar button.

5. Indemnification

To the extent permitted by applicable law, You agree to indemnify, defend and hold harmless 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 as a result of Your breach of this Agreement, a breach of any certification, covenant, representation or warranty made by You in this Agreement, any claims that Your Extensions violate or infringe any third party intellectual property or proprietary rights, or otherwise related to or arising from Your distribution of Extensions that use the Apple Certificates. You acknowledge that the Apple Certificates are not intended for use in the development of Extensions in which errors or inaccuracies in the content, functionality, services, data or information provided by the Extension or the failure of the Extension could lead to death, personal injury, or severe physical or environmental damage, and, to the extent permitted by applicable law, You hereby agree 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. In no event may You 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.

6. Term and Termination

The Term of this Agreement shall extend until the one-year anniversary of the original activation date of Your Safari Developer Program account ("Effective Date"). Thereafter, subject to Your compliance with the terms of this Agreement, the Term will automatically renew for successive one-year terms, unless sooner terminated in accordance with this Agreement. Either party may terminate this Agreement for its convenience, for any reason or no reason, effective 30 days after providing the other party with written notice of its intent to terminate. Apple may terminate this Agreement immediately upon written notice to You if You have breached any provision of this Agreement or Apple is required to do so by law. Upon the termination of this Agreement for any reason, other than termination by Apple for Your breach, You may continue to distribute then-existing versions of Your Extensions that incorporate the Apple Certificates so long as they are in compliance with all the terms and conditions of this Agreement. Notwithstanding the foregoing, if any third party threatens or makes a claim relating to Your distribution of such Extensions or Apple subsequently learns that such Extensions violate any of the terms and conditions of this Agreement, Apple may terminate Your right to continue distributing then-existing versions of Extensions that incorporate the Apple Certificates immediately upon written notice. The provisions of Sections 1, 2.2, 2.3, 2.4, 3, and 5 through 9 will survive termination or expiration of this Agreement. Except as otherwise set forth herein, termination of this Agreement will not affect any end-user licenses that were granted in accordance with this Agreement. Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement will be without prejudice to any other right or remedy Apple may have, now or in the future.

7. NO WARRANTY

Apple licenses the Apple Certificates to You on an "AS IS" basis. Apple and its licensors reserve the right to change, suspend, remove, revoke or disable access to any Apple Certificates at any time without notice. In no event will Apple be liable for the removal or disabling of access to any such Apple Certificates. Apple may also impose limits on the use of or access to Apple Certificates, in any case and without notice or liability. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, WITH RESPECT TO THE APPLE CERTIFICATES OR THEIR USE AND OPERATION ALONE OR IN COMBINATION WITH OTHER SOFTWARE, HARDWARE OR PLATFORMS. APPLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLE CERTIFICATES WILL MEET PARTICULAR REQUIREMENTS, OR THAT THE OPERATION OF THE APPLE CERTIFICATES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLE CERTIFICATES WILL BE CORRECTED OR THAT THE APPLE CERTIFICATES WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SOFTWARE, OR SERVICES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLE CERTIFICATES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, AND EFFORT IS WITH YOU. Neither You, nor Your employees, agents, or distributors have any right to make any other representation, warranty or promise with respect to the Apple Certificates.

8. LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL APPLE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, OR ARISING FROM THE USE, SALE OR DISTRIBUTION OF YOUR EXTENSIONS THAT INCORPORATE THE APPLE CERTIFICATES, OR FOR ANY OF YOUR DEVELOPMENT EFFORTS, HOWEVER, CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. In no event shall Apple's total liability to You under this Agreement 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).

9. General Legal Terms

9.1 Export. You may not use, export, re-export, import, sell or transfer the Apple Certificates except as authorized by United States law, the laws of the jurisdiction in which You obtained the Apple Certificates, and any other applicable laws and regulations. In particular, but without limitation, the Apple Certificates 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 Certificates, 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 Certificates for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

9.2 Relationship of the Parties. Neither party may represent or bind the other party in any way and nothing stated in this Agreement will be construed as creating the relationships of joint venturers, partners, employer and employee, franchisor and franchisee, master and servant, or principal and agent.

9.3 Assignment. This Agreement will be binding on the assigns, heirs and successors (whether through merger or otherwise) of the parties, except that it may not be assigned by You by any means, including without limitation, operation of law or merger. Any purported assignment not permitted under this section will be void.

9.4. Notices. Any notices relating to this Agreement shall be in writing. Notices will be deemed given by Apple when sent to You at the email address You provided as part of Your Registered Apple Developer sign-up process. Notices to Apple will be deemed given (a) when delivered personally, (b) three business days after having been sent by commercial overnight carrier with written proof of delivery, and (c) five business days after having been sent by first class or certified mail, postage prepaid, to this Apple address: Safari Licensing, Apple Inc., 12545 Riata Vista Circle, MS 198-3SWL, Austin, TX 78727, USA. You consent to receive notices by email and agree that any such notices that Apple sends You electronically will satisfy any legal communication requirements. A party may change its email or mailing address by giving the other written notice as described above.

9.5 Independent Development. Nothing in this Agreement will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Your Extensions or any other products or technologies that You may develop, produce, market, or distribute.

9.6 Severability and No Waiver. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the economic benefits and intent of the parties, and the remainder of this Agreement will continue in full force and effect. No delay, omission or failure to exercise any right or remedy provided for in this Agreement shall be deemed a waiver thereof, nor shall it be deemed to be a waiver of any other or subsequent breach.

9.7 Government End Users. The Apple Certificates 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.

9.9. Dispute Resolution; Governing Law. Any litigation or other dispute resolution between You and Apple arising out of or relating to this Agreement, the Apple Certificates, 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 any such litigation or dispute resolution. This Agreement will be governed by and construed in accordance with the laws of the United States and the State of California, except that body of California law concerning conflicts of law.

Notwithstanding the foregoing, if You are an 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 (including but not limited to Section 5 (Indemnification)), 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 (as an entity entering into this Agreement) are 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 Certificates, 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. 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.

9.10 Entire Agreement; Governing Language. This Agreement constitutes the entire agreement between the parties with respect to the use of the Apple Certificates provided hereunder and supersedes all prior understandings regarding such subject matter. This Agreement may be modified only: (a) by a written amendment signed by both parties, or (b) to the extent expressly permitted by this Agreement. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

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