

iTUNES 10 AND QUICKTIME 7 SITE LICENSE AGREEMENT

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APPLE INC.

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Austin, TX 78727
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- 1.2 "Effective Date" means the date on which Apple executed this Agreement as set forth on the signature page.
- 1.3 "Software" means Apple's dual installer version of iTunes 10 for Windows and QuickTime 7 for Windows, which installs both applications using a single installer.

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10. 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.

11. Publicity

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This Agreement will be governed by and construed in accordance with the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents. Any litigation or other dispute resolution between the parties relating to this Agreement will take place in

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13. Complete Understanding

This Agreement constitutes the entire Agreement between the parties concerning the use and distribution of the Software licensed hereunder. Any waiver or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties.

Understood and agreed to by the duly authorized representatives of the parties:

LICENSEE:

APPLE:

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: Administrator

Institution: _____

Date: _____

Date: _____
(Effective Date)