PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF THE DEVELOPER KIT PROGRAM & LOAN ADDENDUM CAREFULLY BEFORE JOINING THE DEVELOPER KIT PROGRAM OR USING THE DEVELOPER KIT. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND APPLE AND ARE IN ADDITION TO THE TERMS OF THE AGREEMENT (DEFINED BELOW). IF YOU DO NOT OR CANNOT ACCEPT THESE TERMS AND CONDITIONS, YOU ARE NOT PERMITTED TO JOIN THE DEVELOPER KIT PROGRAM. IF YOU ARE ACCESSING THIS ADDENDUM ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS ADDENDUM BY CLICKING THE "ACCEPT" BUTTON. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, CLICK "DECLINE".

DEVELOPER KIT PROGRAM & LOAN ADDENDUM

"**Apple Vision Pro Developer Kit**", "**Developer Kit**" **or** "**DK**" means the pre-release hardware, accessories, Pelican case, packaging, and any other Documentation, content (e.g., videos), information and other materials provided by Apple to You as part of this DK Program, including any Apple Software and any Apple Services pre-installed or otherwise provided to You under the DK Program, the Measure and Fit Application for iOS, and release notes, and the Zeiss optical inserts provided by Zeiss, their agents, or representatives.

"**Developer Kit Program**" or "**DK Program**" means the Apple developer program that provides access to the Developer Kit and TSIs.

For purposes of this Addendum, "**Authorized Developers**" means Your employees who (a) each have an active and valid Apple Developer account with Apple, (b) have a demonstrable need to know or use the Developer Kit in order to develop and test Your Application(s), and (c) to the extent such individuals will have access to Apple Confidential Information, each have written and binding agreements with You to protect the unauthorized use and disclosure of such Apple Confidential Information. Unless otherwise permitted by Apple in writing, You may have no more than ten (10) Authorized Developers disclosed under this Addendum. You agree to maintain an accurate list of Your Authorized Developers, and, upon request, promptly provide a copy of the list to Apple.

1.   General. This DK Program is designed to help You build compatible software applications for Apple's pre-release hardware. To join this DK Program and use the Developer Kit: (a) You must be a member in good standing of the Apple Developer Program and/or Apple Developer Enterprise Program, as applicable; (b) You must have entered into the current terms of the Apple Developer Program License Agreement and/or the Apple Developer Enterprise Program License Agreement, as applicable (the "**Agreement**"); and (c) You must be selected by Apple. Apple reserves the right to refuse Your admission to the DK Program or revoke access to the DK Program at any time as set forth in Section 10. The terms and conditions of this Developer Kit Program & Loan Addendum ("**Addendum**") are in addition to the terms of Your Agreement and defined terms not defined herein have the same meaning as set forth in the Agreement.

2.   Term. The usage term for the DK will commence on the date You accept this Addendum and will automatically expire and terminate without notice from Apple ninety (90) days after the first commercial release of Apple Vision Pro, unless terminated earlier in accordance with Section 10, or as otherwise agreed by Apple (the "**Term**").

3.   Title. The DK is being loaned to You and is not a gift. Apple will arrange for delivery of the DK to You at the ship-to address You have designated. Apple retains all right, title, and interest in the DK (including all Apple Software pre-installed on or otherwise accompanying the pre-release hardware). Nothing in this Addendum shall be construed as conveying to You (or any other party) any ownership rights, title or interest in the DK. Any taxes that may be levied on the DK (or its use) shall be Your responsibility.

4.   Care and Storage of the DK. You agree to promptly notify Apple if there are any issues with delivery (e.g., DK does not arrive, DK is damaged when it arrives). While the DK is in Your and/or Your Authorized Developers' possession, You are responsible for any physical loss of (or damage to) it as well as for any misuse or mishandling of the DK (including the usage

restrictions for such DK) until it has been returned to and received by Apple. You shall immediately contact Apple if the DK, or any part thereof, is lost, stolen, or broken. If the DK is broken, You agree to return the DK to Apple immediately, and Apple, in its sole discretion, shall decide whether to replace any DK that is lost/stolen, broken, or damaged. You agree to return the DK in good working condition upon the expiration of the Term, unless the DK has been lost, stolen, or damaged in such a way that is no longer operable, in which case, You are responsible for notifying Apple and providing appropriate corresponding documentation (in accordance with this Section).

You agree that all access to, usage of, and storage use of the DK will be in a private, secure workspace accessible only by You and Your Authorized Developers (e.g., fully enclosed with solid doors, floors, walls and ceiling, and locks that can be engaged when the DK is in use). You must ensure that unauthorized persons (including any family, friends, roommates or household employees) do not access, view, handle, or use the DK. When in use, the DK should be in your positive control (on your person or within Your direct line of sight) at all times. You must ensure the DK is passcode protected. Never leave the DK unattended. When not in use, turn off the DK and store it in its locked Pelican case in a locked space that only You have access to (e.g., a locked room or closet, a safe or locked drawer). The DK may not be moved from or taken away from its ship-to address by You or Your Authorized Developers without Apple's prior written consent. If You will be away from Your workspace for more than 10 days, consult with Your Apple point of contact about how to keep the DK safe while You are away. You agree to restrict access to the DK to You and Your Authorized Developers, and to take all reasonable precautions to safeguard the DK from loss or theft.

5. Return of the DK. You agree to promptly return the DK (with all accompanying Apple Software, retaining no copies thereof) in its original Pelican case and packaging to Apple or its agents, to the address designated by Apple for such return no later than thirty (30) days after the end of the Term, or as otherwise earlier requested by Apple (including via email or announcement by Apple on developer.apple.com). You agree that Apple may recall and be entitled to immediate return of the DK for any reason whatsoever. Failure to return the DK may affect Your eligibility for future programs and/or events.

6. Confidentiality. You agree that the DK, and all information disclosed by Apple to You that relates to the DK and/or the DK Program, Apple's products, designs, business plans, business opportunities, finances, research, development, know-how, personnel, or third-party confidential information disclosed to You by Apple, (including the fact that You received a DK from Apple) will be considered and referred to collectively as "Confidential Information" of Apple and subject to the confidentiality provisions of Your Agreement. **Without limiting the foregoing, unless You have Apple's prior written approval (email is permissible), You agree not to use the DK in any public place, or otherwise share or display it to anyone other than Your Authorized Developers; You agree to ensure Your Authorized Users do the same. This includes discussing, publicly writing about, or reviewing the DK, whether online, in print, in person, or on social media. You may not post, or permit Your Authorized Developers to post, any photos, videos, or reactions to or about the DK, including information in logs stored on or generated by the DK or Your Application running on the DK.** You agree to use the Confidential Information solely for the permitted uses of the DK as set forth in Section 7 below. You agree not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Apple in each instance.

7. Licenses and Restrictions
7.1 License. Subject to Your compliance with this Addendum, Apple hereby grants to You a non-exclusive, personal, revocable, non-sublicensable, and non-transferable right and license to use the DK, but only for the limited purposes set forth in this Section and only during the Term. You agree not to use the DK for any purpose other than the testing and development by You of Applications or Internal Use Applications (collectively referred to herein as "**Applications**") designed to operate on or in combination with the same operating system for

which the DK is designed, so long as You do not violate any of Apple's intellectual property rights (including for example and without limitation, trade secrets, patents, copyrights, trademarks and industrial designs) in developing such Applications.

You agree that You will use the DK in accordance with Apple's Documentation and other instructions. You agree to install any seed Updates as they may become available by Apple within 14 days. You agree not to use the DK for any other purpose, and You agree that You will be solely responsible for all activities undertaken by You under this Addendum and for any costs, expenses, losses and liabilities incurred under this Addendum.

You agree that any Applications developed using the DK must be developed in accordance with this Addendum and with the Agreement. Nothing herein will be deemed a waiver by Apple of its rights or will relieve You of any of Your obligations with respect to the development of Applications for Apple-branded products under the Agreement. You acknowledge and agree that Apple has no obligation to accept any Applications developed using the DK.

7.2   No Other Permitted Uses. Neither You nor Your Authorized Developers may do any of the following:

(a) make any changes, alterations, or modifications to the DK or any part thereof;
(b) remove or tamper with any markings and labels that may be affixed to the DK;
(c) decompile, reverse engineer, decrypt, or disassemble the DK, in whole or in part, or otherwise attempt to disassemble the DK, in whole or in part, or derive (or attempt to derive) the source code of the DK or otherwise reduce the software portions of the DK to a human-perceivable form (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 software);
(d) copy, backup any portion of the Apple Software, modify, or create derivative works of the DK, or any part thereof (excluding any FOSS);
(e) display, demonstrate, video, photograph, make any drawings or renderings of, or take any images or measurements of or run any benchmark tests or other competitive analysis on the DK (or allow anyone else to do any of the foregoing);
(f) rent, lease, loan, sell, assign, sublicense, distribute, transfer, or otherwise share the DK (except to Your Authorized Developers as permitted in Section 4), or permit any lien, mortgage, security interest, encumbrance, or claim to be placed on the DK; or
(g) use the DK to develop competing hardware or operating systems or assisting third parties to do so.

7.3   Apple Software. If any Apple Software provided to You under the DK Program (or included as part of the DK) is accompanied by a separate license agreement, You agree that the license agreement accompanying such Apple Software, in addition to Section 6 of this Addendum, will govern Your use of the Apple Software. In the event of a conflict between any separate license agreement and this Addendum, this Addendum shall control. If there is no license agreement accompanying the Apple Software, Your use of the Apple Software will be subject to the provisions of this Addendum.

7.4   Sample Code. Certain portions of the Apple Software consist of sample or example code provided by Apple ("Sample Code"). You may use, reproduce, modify and redistribute such Sample Code in accordance with the licensing terms accompanying such Sample Code or related project(s).

8.   Consent to and Use of Data. In addition to the information Collected pursuant to Section 14.2 of the Agreement, Apple may Collect information about how You use Your device, such as: hardware and operating system specifications, performance statistics, and data about how You use Your devices and applications; hand measurements and movements; eye calibration measurements and errors; and Your surroundings, such as room size, lighting quality, and nearby objects detected by the device. Developer Analytics does not include identifiable information, health data, raw images recorded by the device's cameras, or information about race, ethnicity, or skin tone. This information is used to help Apple improve and develop its

products and services. The information Collected is not tied to Your Apple ID, and Apple applies privacy-preserving techniques such as differential privacy to protect Your data. You can review this information on Your visionOS device in Settings. If You have Location Services turned on, the location of Your device may also be sent to help Apple analyze performance issues (for example, the strength or weakness of a Wi-Fi signal in a particular location). This analytics location data may include locations such as the location where a call ends or the location of a failed transaction. You may choose to disable Location Services for Analytics in Settings. If You send Analytics information to Apple from multiple devices that use the same iCloud account, Apple may correlate some usage data about Apple apps across those devices by syncing using end-to-end encryption. Apple does this in a manner that does not identify You to Apple. You may also choose to disable the sharing of visionOS Developer Analytics altogether in Settings > Privacy & Security > Analytics & Improvements. By installing or using pre-release versions of the Apple Software on Your DK, You acknowledge and agree that Apple and its subsidiaries and agents have Your permission to Collect all such information and use it as set forth above in this Section. In addition, You agree to inform Your Authorized Developers of such Collection.

9. **Support and Maintenance**. Apple is not obligated to provide any maintenance, technical or other support for the DK, or any Updates. You acknowledge that Apple has no express or implied obligation to make available a commercial version of the DK 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 DK licensed hereunder.

10. **Termination.** This Addendum and all rights and licenses granted by Apple hereunder (including any right to use the DK) will terminate automatically without notice, if You or any of Your Authorized Developers fail to comply with any term of this Addendum and/or the Agreement, or in the event that Apple suspends or terminates Your Developer account. Either party may terminate this Addendum for its convenience, for any reason or no reason, effective immediately upon written notice from the terminating party of its intent to terminate. Upon expiration of the Term or termination of this Addendum or the Agreement, You shall immediately cease all use of the DK, including any and all Apple Software included or pre-installed on the DK, and return it to Apple as described below. The provisions of Sections 1, 2, 3, 4, 5, 6, 8 through 15 (inclusive), and 18 shall survive the expiration or termination of this Addendum.

11. **Feedback**. In addition to Section 9.3 of the Agreement, notwithstanding any other provision in this Addendum, if You provide any ideas, suggestions or recommendations to Apple regarding the Developer Kit or Confidential Information ("Feedback"), Apple is free to use and incorporate such Feedback in Apple's products, without payment of royalties or other consideration to You, so long as Apple does not infringe Your patents, copyrights or trademark rights in the Feedback. Nothing in this Addendum is intended to grant a license or waive any rights in either party's patents, copyrights or trademarks.

12. **No Warranty**. You must read the Developer Quick Start Guide and Safety Guide prior to using the DK and ensure that Your Authorized Developers are aware of the terms of this Addendum, the Developer Quick Start Guide, and Safety Guide, as they may be updated from time to time prior to use. In addition, You are responsible for ensuring You and Your Authorized Developers are using the DK safely, including ensuring that You and Your Authorized Developers are in a safe space while using the DK, and You and Your Authorized Developers should routinely review the Developer Quick Start Guide and Safety Guide.

The DK is not fully tested and is to be used only for limited testing and development purposes as set forth in Section 7. The DK consists of pre-release hardware and pre-release software that may contain inaccuracies or errors that could cause failures, or loss of data and it may be incomplete. The DK should not be relied upon to perform in the same manner as a final-release, commercial-grade product, nor used with data that is not sufficiently and regularly backed up, and may include features, functionality or APIs for software or services that are not yet available. You acknowledge

that Apple may not have publicly announced the availability of such pre-release Apple Software or Services, that Apple has not promised or guaranteed to You that any such pre-release software or services will continue to be made available to You, 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 commercially introduce such software or services or any similar or compatible technology. You expressly acknowledge and agree that any development that You perform with respect to the DK is done entirely at Your own risk.

Apple and its licensors reserve the right to change, suspend, remove, or disable access to the DK (or any part thereof) at any time without notice. In no event will Apple or its licensors be liable for the removal of or disabling of access to any such DK (or any part thereof). Apple or its licensors may also impose limits on the use of or access to certain parts of the DK, or may remove parts of the DK for indefinite time periods, or cancel any part of the DK at any time, and in any case and without notice or liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE DK IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE DK IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND APPLE, APPLE'S AGENTS AND APPLE'S LICENSORS (COLLECTIVELY REFERRED TO AS "APPLE" FOR THE PURPOSES OF SECTIONS 12 AND 13) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE DK, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. APPLE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE DK, THAT THE DK WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE DK WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT DEFECTS OR ERRORS IN THE DK WILL BE CORRECTED, THAT THE DK WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS, SERVICES OR SOFTWARE OR ANY THIRD PARTY SOFTWARE, APPLICATIONS, OR SERVICES, OR THAT ANY INFORMATION STORED OR TRANSMITTED THROUGH THE DK WILL NOT BE LOST, CORRUPTED OR DAMAGED. YOU ACKNOWLEDGE THAT THE DK IS NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE ERRORS, DELAYS, FAILURES OR INACCURACIES IN THE TRANSMISSION OR STORAGE OF DATA OR INFORMATION BY OR THROUGH THE DK COULD LEAD TO DEATH, PERSONAL INJURY, OR FINANCIAL, PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS ADDENDUM. Neither Apple nor any of its licensors guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data or information displayed by any Services or software.

13. **Limitation of Liability.** TO THE EXTENT NOT OTHERWISE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL APPLE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS (WHETHER INCURRED DIRECTLY OR INDIRECTLY), LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR BUSINESS REPUTATION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS ADDENDUM, YOUR USE OR INABILITY TO USE THE DK, ANY CHANGE, MODIFICATION, SUSPENSION, TERMINATION, OR DISCONTINUATION OF THE DK, THE FAILURE OF OR ANY INACCURACIES IN THE DK, OR YOUR DEVELOPMENT EFFORTS OR PARTICIPATION IN THE DK PROGRAM, HOWEVER CAUSED, WHETHER UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS 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 Addendum 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).

14. Additional Indemnification Obligations. In addition to the indemnification obligations contained in Section 10 (Indemnification) of the Agreement and to the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Apple's request, defend any Apple Indemnified Party from any and all Losses incurred by an Apple Indemnified Party and arising from or related to Your unauthorized use (including Your Authorized Developers' unauthorized use) of the DK.

15. Equitable Relief. 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 injunctive relief to enforce obligations under this Addendum in addition to any other rights and remedies it may have.

16. Export Law Assurances. You agree that you will not export, re-export, or import the DK (including all Apple Software pre-installed on or otherwise accompanying the DK) received from Apple: (a) into (or to a national or resident of) any U.S. embargoed country (currently, Cuba, Iran, Libya, North Korea, Sudan, or Syria); 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. In using this DK, You represent and warrant that You are not located in, under the control of, or a national or resident of any such country or on any such list. You also agree that you will not use the DK for any purposes where prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missile, chemical or biological weapons.

17. FCC NOTICE. This kit is designed to allow:
(1) Product developers to evaluate electronic components, circuitry, or software associated with the kit to determine whether to incorporate such items in a finished product; and

(2) Software developers to write software applications for use with the end product. This kit is not a finished product and when assembled may not be resold or otherwise marketed unless all required FCC equipment authorizations are first obtained. Operation is subject to the condition that this product not cause harmful interference to licensed radio stations and that this product accept harmful interference. Unless the assembled kit is designed to operate under part 15, part 18 or part 95 of this chapter, the operator of the kit must operate under the authority of an FCC license holder or must secure an experimental authorization under part 5 of this chapter.

For evaluation only; not FCC approved for resale.

18. Complete Agreement; Severability. This Addendum, together with the Agreement, and any licenses that may accompany the Apple Software included as part of the DK, constitute the entire agreement between the parties with respect to the DK and supersedes all prior or contemporaneous understandings regarding the DK and the DK Program. Except to the limited extent permitted herein, no addition to or removal or modification of any of the provisions of this Addendum will be binding upon Apple unless made in writing and signed by an authorized representative of Apple. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Addendum shall continue in full force and effect.

You acknowledge and agree that You are entering into this Addendum as a supplement to Your Agreement and that the rights and obligations of both parties under the Agreement remain in full force and effect. In the event of a conflict between this Addendum and the Agreement, this Addendum will control with respect to the DK and the Developer Kit Program.

LYL143
August 2, 2023