



Apple Inc.
Copyright © 2015 Apple Inc.
All rights reserved

This Apple Watch Lug Profile, including without limitation any and all specifications relating to Apple Watch lugs, and any other files or documents included in the same archive as this document and/or the Apple Watch Lug Profile (together, the "Documents") are subject to the following terms and conditions. By downloading, accessing, or otherwise utilizing these Documents, you agree to be bound by, and only utilize the Documents in accordance with, such terms and conditions.

These Documents do not entitle you to use the "Made for Apple Watch" name or logo, and you agree not to use the foregoing in connection with any Apple Watch band, accessory, or otherwise, except as expressly authorized by Apple in a separate written agreement.

Terms and Conditions ("Terms")

All intellectual property rights in and to the Documents, and all technology described therein, including without limitation Apple Watch and Apple Watch lugs, are retained by Apple Inc. ("Apple"). You acknowledge and agree that nothing contained herein shall constitute or be construed or interpreted as a grant, by implication, estoppel or otherwise, of any license, covenant, immunity, release or right under or with respect to any intellectual property rights of Apple, including without limitation those rights relating to any technology described in or relating to the Documents, Apple Watch, or Apple Watch lugs or any portion thereof, other than as expressly set forth below.

These Documents are made available to you for informational purposes only. If you make or distribute lugs for Apple Watch ("Lugs") or any accessory for Apple Watch or Lugs, including without limitation any band (jointly with Lugs, "Accessories"), you agree to the following covenants, terms and conditions:

Apple grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license, under Apple's intellectual property rights to the Documents, solely to use the Documents to make Lugs that conform in all respects to the Documents and the Band Design Guidelines for Apple Watch made available on Apple's Developer portal (including all requirements as to quality, materials, dimensions, testing and interaction with the Apple Watch lug channel specified in the Documents and/or the Band Design Guidelines for Apple Watch) and that do not damage, impair or interfere in any manner with the proper functioning of Apple Watch ("Conforming Lugs"), for use solely with Apple Watch. You covenant not to (i) use the Documents to engage in any activity other than that permitted, (ii) make any product that infringes on any intellectual property covering the Apple Watch; (iii) make any Lugs other than Conforming Lugs (including any Lugs that damage, or impair or interfere in any manner with the functioning of, Apple Watch), (iv) assert any claim that any making, having made, use, offer for sale, sale, importation or other distribution of any Accessory or Apple Watch, by or for the benefit of Apple, or the practice of any method in connection therewith, infringes any intellectual property rights owned or controlled by you; or (v) make any statement or representation, publicly or privately, directly or indirectly, that implies Apple has approved, reviewed or is otherwise associated in any way to you or your activities ("Prohibited Activity"). In the event that you engage in Prohibited Activity, the license set forth in this paragraph shall automatically terminate, with no action required by Apple or you. Apple may terminate the license granted to you herein at any time upon written notice, for any reason, and in Apple's sole discretion.

You agree to follow Apple's Guidelines For Using Apple Trademarks and Copyrights as published on Apple's website at www.apple.com/legal/guidelinesfor3rddparties.html ("IP Guidelines") and as may be modified from time to time. You agree not to use the marks "Apple," the Apple Logo, "Mac", "iPhone," "iPod touch," "iPad," "Apple Watch," "WATCH," "Made for Apple Watch," or any other marks belonging or licensed to Apple in any way except as expressly authorized in writing by Apple in each instance or as permitted in Apple's IP Guidelines. You agree that all goodwill arising out of your authorized use of Apple's marks shall inure to the benefit of and belong to Apple.

You agree to indemnify, hold harmless, and, at Apple's option, defend, Apple against any claims, causes of action, losses, liabilities, damages, fines, settlements, costs, fees, and expenses (including attorney and other professional fees and expenses) arising out of: (i) your distribution or sale of any products or Accessories that imitate or damage, impair or interfere with the proper functioning of the Apple Watch or other Apple products or services; (ii) your use of the Documents, including without limitation, any claims that the combination of any Accessory with any software, technology, intellectual property, device, apparatus or assembly not supplied by Apple infringes any patent, copyright, trade secret or other intellectual property right; (iii) the manufacture, use, promotion, distribution, sale, offer for sale, import, other distribution or exploitation or performance of any product actually or purportedly associated with or relating to Apple Watch, including any Accessory or any band, charging stand, or other product incorporating any Accessory, including any personal injury or product liability claims; or (iv) any failure to comply with any of the Documents. You will not, without Apple's prior written consent, make any admissions of liability, enter into any settlement that imposes any obligation on Apple, or publicize any settlement details relating to Apple. In addition, for any claims related to these Terms where you do not have an indemnification obligation, you shall provide all reasonable assistance to Apple and/or its counsel in connection with the defense, remedy or mitigation of such claims.

Applicable laws or regulations may impose additional restrictions or requirements on Accessories or products that incorporate the Accessories. You represent and warrant that you are in full compliance with all applicable laws, regulations, and policies in the United States and in any other location in which you engage, in whole or in part, in any activity related to the design, manufacture, marketing, sale or offer for sale, use, or other distribution of Accessories or products that incorporate the Accessories. You agree to promptly notify Apple of any complaints or threats of complaints regarding products that incorporate the Accessories with respect to any such regulatory requirements, in which case Apple may limit or terminate your ability to make, sell or purchase additional Accessories.

In the event you do not abide by any of the foregoing, the license set forth herein shall immediately terminate without any action by Apple.

You expressly acknowledge and agree that access to the Documents is at your sole and entire risk and that you are solely responsible and liable for any harm or damage to any Apple Watch arising out of any breach by you of these covenants, terms and conditions. THE DOCUMENTS ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATION, WARRANTY, UPGRADES OR SUPPORT OF ANY KIND. APPLE AND APPLE'S DISTRIBUTORS, AFFILIATES, LICENSOR(S) AND SUPPLIER(S) ("APPLE PARTIES") EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF NON-INFRINGEMENT AND OF ACCURACY. NONE OF THE APPLE PARTIES WARRANTS THAT THE DOCUMENTS OR ANY ACCESSORY WILL MEET YOUR REQUIREMENTS, THAT DEFECTS IN THEM WILL BE CORRECTED OR THAT THEY WILL BE COMPATIBLE WITH FUTURE APPLE PRODUCTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY APPLE PARTY OR AN APPLE AUTHORIZED REPRESENTATIVE WILL CREATE A WARRANTY.

EXCEPT TO THE EXTENT SUCH A LIMITATION IS PROHIBITED BY LAW, IN NO EVENT WILL ANY APPLE PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST REVENUES OR BUSINESS INTERRUPTIONS, ARISING OUT OF OR RELATING TO THE DOCUMENTS UNDER A THEORY OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY OR OTHERWISE, EVEN IF ANY APPLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN NO EVENT WILL THE APPLE PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES AND CLAIMS UNDER OR RELATED TO THE DOCUMENTS EXCEED THE AMOUNT OF US\$50.00.

These Terms will be governed by and construed and enforced under the laws of the United States and the State of Delaware, except that the arbitration clause and any arbitration hereunder shall be governed by the Federal Arbitration Act, Chapters 1 and 2. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms. All disputes arising out of or in connection with these Terms shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with such rules, and shall be conducted according to the International Bar Association Rules on the Taking of Evidence in International Arbitration. The arbitration shall take place in San Francisco, California. The arbitration shall be conducted in English. The award shall be rendered within six months of the commencement of the arbitration, unless the arbitrator determines that the interest of justice requires that such limit be extended.