

EXHIBIT C

Apple Inc.
Services Agreement
CP20110039

This Services Agreement (the "Agreement") is made and entered into as of September 30th 2010 (the "Effective Date") by and between Apple Inc., a California corporation, having a principal place of business at 1 Infinite Loop, Cupertino, California 95014 ("Apple"), and Omniscient Investigation Corporation, a New York Corporation, having a principal place of business at 3 Maple St., Liberty New York 12754-1806 ("Supplier"), as follows:

- 1.0 Services and Duties.** Supplier shall provide to Apple the services and deliverables described in this Agreement and the statements of work ("SOW") attached hereto as **Exhibit A, B and C** (collectively, the "Services"), in accordance with the terms and conditions set forth herein. If the parties desire to include additional services under this Agreement, such services will be set forth in subsequent statements of work signed by authorized representatives by both parties and attached to this Agreement.
- 2.0 Requests for Services.** BY ITS EXECUTION OF THIS AGREEMENT, SUPPLIER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT SHALL NOT PERFORM ANY SERVICES HEREUNDER UNLESS AND UNTIL SUPPLIER HAS BEEN ISSUED A PURCHASE ORDER FOR THE SERVICES BY APPLE'S CORPORATE PROCUREMENT DEPARTMENT. APPLE SHALL HAVE THE RIGHT, IN ITS SOLE DISCRETION, TO REFUSE PAYMENT FOR ANY SERVICES PROVIDED PRIOR TO OR WITHOUT A PURCHASE ORDER.
- 3.0 Payment For Services; Audits.**
- 3.1 Fees.** As consideration for Supplier's performance of the Services, Apple shall compensate Supplier as set forth in, and subject to the terms and conditions of, **Exhibit A-1**. Supplier acknowledges and agrees that the payment provided for in **Exhibit A-1** constitutes Supplier's entire remuneration for its performance of the Services under this Agreement. Supplier will not be reimbursed for any additional charges or expenses of any kind without the express prior written approval of an authorized Apple representative. Unless otherwise provided in an applicable
- 3.2 Electronic Invoicing.** Apple may require electronic invoicing. If it does so, Supplier shall comply with Apple's written instructions for electronic submission of invoices and shall bear any related expenses. Apple may utilize one or more third-parties to facilitate electronic invoicing. Unless and until Apple implements electronic invoicing, Supplier shall submit invoices in writing to the address specified on the Apple Purchase Order.
- 3.3 Most Favored Customer Pricing.** Supplier represents and warrants that the price offered by Supplier to Apple for any products or services ordered by Apple (the "Apple Price") shall not, as of the effective date of such order, exceed the lowest price offered to any other customer for similar products or services, net of any rebates and discounts, and regardless of the amount of products or services provided (the "Lowest Offered Price"). If, at any time during the term of the Agreement, the Lowest Offered Price offered by Supplier to any other customer is less than the Apple Price, Supplier will notify Apple within 30 days of such offer, and, to the extent permitted by law, offer the Lowest Offered Price to Apple for the remainder of the products and services to be provided by Supplier under this Agreement.
- 3.4 Audit.** Apple shall have the right, at any reasonable time during the term of this Agreement and for a period of three (3) years after expiration or termination hereof, to audit Supplier's records pertaining to Supplier's obligations under this Agreement. Supplier shall maintain all such

records for at least three (3) years after the expiration or termination of this Agreement. Any such audit shall not relieve Supplier of its obligations or liability hereunder or constitute Apple's consent or approval to any actions undertaken or methods, systems and/or procedures used by Supplier. If any such audit discloses any overcharges, Supplier shall, on demand, pay Apple the amount of such overcharges, together with interest on such overcharges at the rate of ten percent (10%) per annum, or the maximum amount allowed by law, whichever is less, from the date of each such overcharge, until reimbursed to Apple and reimburse Apple for Apple's reasonable costs and expenses actually incurred in connection with such audit.

4.0 Term; Termination; Successor.

4.1 Term. The initial term of this Agreement will begin on the Effective Date and terminate at 11:59 p.m. Pacific Time, on September 30th 2012 Apple shall have the right to terminate this Agreement at any time, with or without cause, on not less than ten (10) days prior written notice; provided, however, that if Supplier is not performing as required hereunder, or if Supplier at any time breaches any of its obligations under this Agreement, then Apple shall have the right to terminate this Agreement at any time, such termination to be effective immediately upon written notice to Supplier. Supplier shall (at its expense) cooperate with Apple to effect an orderly and efficient transition to a successor supplier.

4.2 Option to Renew. Supplier shall notify Apple in writing that this Agreement will expire at least ninety (90) days prior to the expiration of any term of this Agreement. Upon written notice to Supplier no later than thirty (30) days after receipt of such notice of expiration, Apple may, at its option, renew this Agreement for any number of successive two (2) year terms, under the same terms and conditions set forth herein; provided, however, that Supplier shall have the right to propose revised pricing for the renewal period. If Apple rejects Supplier's proposed pricing for the renewal period, any purported exercise by Apple of its option to renew this Agreement shall be deemed null and void, and this Agreement will terminate on the original expiration date.

5.0 Relationship of Parties.

5.1 Definition of Supplier Personnel. "Supplier Personnel", as used in this Agreement, means Supplier's employees, agents, consultants and contractors. For the purposes of this Agreement, the acts and omissions of Supplier Personnel shall be deemed to be the acts and omissions of Supplier.

5.2 Relationship. Supplier is an independent entity providing services to Apple. No employment relationship is created by this Agreement. At all times during the term of this Agreement, Supplier shall retain its independent status and shall use its own discretion in performing the Services, subject to general direction by Apple and to the specific terms and conditions of this Agreement.

6.0 Insurance. At all times applicable to Supplier's obligations under this Agreement, Supplier will, at no cost to Apple, maintain at least the insurance coverage identified below (all amounts are in U.S. Dollars). All such insurance will (i) excepting workers' compensation, employer's liability, and professional liability, name Apple and any other party that Apple may reasonably designate, as an additional insured, as such party's interest may appear with respect to this Agreement; (ii) provide a waiver of subrogation by endorsement in favor of Apple; (iii) be primary (i.e., Apple's insurance shall be excess and non-contributing); and (iv) provide a thirty (30) day notice of cancellation or reduction in coverage or limit. Supplier shall require all subcontractors providing goods or services under this Agreement to carry the insurance described below. As soon as practicable after the parties' execution of this Agreement, and at any time during the term of the Agreement, Supplier will deliver, to Apple's Corporate Procurement Department, 1 Infinite Loop, M/S 17-1PO, Cupertino, California 95014, one or more certificates of insurance showing proof of the insurance required herein. The insurance obligations in this Agreement are minimum requirements and do not, in any way, limit or relieve Supplier of any liability. Minimum Insurance Requirements:

- (i) Commercial General Liability (including Premises/Products/Completed Operations, Personal/Advertising Injury and Blanket Contractual), with limits not less than \$1,000,000 per occurrence /\$1,000,000 aggregate for Bodily Injury and \$1,000,000 per occurrence for Property Damage, or \$2,000,000 Combined Single Limit.
- (ii) Umbrella Liability (including Products/Completed Operations) with limits not less than \$1,000,000 each occurrence.
- (iii) Auto Liability with limits not less than \$1,000,000 per occurrence/\$1,000,000 aggregate Bodily Injury and \$500,000 Property Damage.
- (iv) Workers' Compensation with statutory limits and Employer's Liability with limits not less than \$1,000,000 per accident/disease/employee; and State Disability Coverage which complies with all statutory regulations in all states where any of the Services are performed.
- (v) Property Insurance for the full replacement value, with respect to all risks of physical loss, covering any and all Apple property in Supplier's care, custody or control.

7.0 Warranty. Supplier represents and warrants that: (a) it has full power to enter into this Agreement and to carry out its obligations under this Agreement; (b) the Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by good, and sound professional procedures; and (c) the Services shall be completed in accordance with applicable specifications and statements of work and shall be correct and appropriate for the purposes stated therein. For any defective or non-conforming Services covered by the foregoing warranty, Supplier shall promptly, at Apple's option: (i) re-perform the Services, or (ii) repair or replace the Deliverables (as defined in Section 8.2), or (iii) accept the return of (and credit Apple for) the defective or nonconforming Deliverables and Services, as applicable.

8.0 Indemnification

8.1 General Indemnity. Supplier shall be responsible for its actions. Supplier shall indemnify, hold harmless and, upon Apple's request, defend Apple and its subsidiaries and affiliates, and their respective directors, officers, employees and agents, from and against all claims, liabilities, actions, demands, settlements, damages, costs, fees and losses of any type, including reasonable attorneys' and professionals' fees and costs, in connection with, in whole or in part: (a) any negligent act or omission by or any willful misconduct on the part of Supplier in the performance of this Agreement; (b) Supplier's failure to comply with its obligations under Section 9 or Section 10 of this Agreement or with any applicable federal, state or local law; (c) any bodily injury, personal injury, death or property damage caused by the Services; or (d) any allegation that Supplier or Supplier's employees, agents or subcontractors are entitled to participate in or receive benefits under any Apple employee benefit plan, program or policy, or is, in any way, an employee of Apple

8.2 IP Infringement Indemnification. Supplier shall indemnify, hold harmless and, upon Apple's request, defend Apple and its subsidiaries and affiliates, and their respective directors, officers, employees and agents from and against all claims, liabilities, actions, demands, settlements, damages, costs, fees and losses of any type, including reasonable attorneys' and professionals' fees and costs, arising from an allegation that any work product or materials produced or provided by Supplier under this Agreement ("Deliverables") misappropriated, violated or infringed any third party's patent, copyright, trademark, trade secret, mask work or other intellectual property or proprietary right. If a third party claims that the Deliverables misappropriated, violated or infringed a third party's intellectual property right, Supplier will, in addition to its obligations under this section, promptly notify Apple in writing about the claim and, at its own expense, exercise the first of the following remedies that is practicable: (a) obtain for Apple the right to continue to use the Deliverables and receive the services consistent with this Agreement; (b) modify the Deliverables and/or Services so they are non-infringing and in compliance with this

Agreement; (c) replace the Deliverables and Services with non-infringing ones that comply with this Agreement; or (d) at Apple's request, cease providing the infringing Services, accept the return of infringing Deliverables, refund any amounts paid by Apple therefor, and relieve Apple of any obligation to pay any amounts incurred but not yet paid.

- 8.3 **Additional Obligations.** Apple shall promptly notify Supplier in writing about the claim or action for which it seeks indemnification and provide Supplier with reasonable information and assistance (at Supplier's expense) to enable Supplier to defend such claim or action. Supplier shall not settle any indemnified claim or disclose the terms of any such settlement, without Apple's prior written consent, which may not be unreasonably withheld.
- 8.4 **Limitation of Liability.** EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.1 AND 8.2, AND EXCLUDING SUPPLIER'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCURRED OR SUFFERED BY THE OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOSS OF INCOME OR LOSS OF BUSINESS ADVANTAGE), EVEN IF SUCH PARTY OR AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

9. **Confidentiality; Ownership; Data Privacy and Security**

- 9.1 **Definition.** "Apple Confidential Information" means information concerning Apple's products, plans, methods, processes, business opportunities, vendors, customers, finances, personnel and other information related to the business of Apple and the terms of this Agreement. "Apple Confidential Information" does not include any information which: (a) Supplier rightfully knew before Apple disclosed it to Supplier; (b) has become publicly known through no wrongful act of Supplier; or (c) Supplier developed independently and without the use of any Apple Confidential Information, as evidenced by appropriate documentation.
- 9.2 **Nondisclosure.** All Apple Confidential Information remains the property of Apple, and no license or other right in any Apple Confidential Information is granted hereby. Supplier shall not disclose any Apple Confidential Information to any third party or otherwise, and shall take all reasonable precautions to prevent its unauthorized dissemination, both during and after the term of this Agreement. Supplier shall limit its internal distribution of Apple Confidential Information to its employees and agents who have a need to know, and shall take steps to ensure that dissemination is so limited. Supplier shall not use any Apple Confidential Information for Supplier's own benefit or for the benefit of anyone other than Apple. Upon Apple's written request, Supplier shall return to Apple all Apple Confidential Information in Supplier's custody or control. All information Apple provides is provided "AS IS" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
- 9.3 **Ownership.** Except as otherwise provided in a statement of work signed by an authorized representative of Apple, Apple shall own all deliverables and work product provided or generated by Supplier under this Agreement. Such items shall be deemed Apple Confidential Information.
- 9.4 **Data Privacy and Security.**
- 9.4.1 **Personal Data.** As a result of this Agreement, Supplier and Supplier Personnel may obtain certain information relating to identified or identifiable individuals ("Personal Data"). Supplier shall, and shall ensure that any Supplier Personnel assigned to perform the Services collect, access, maintain, use, process and transfer Personal Data in accordance with the

requirements set forth in this Section 9.4 and for the sole purpose of performing Supplier's obligations under this Agreement.

9.4.2 Protection of Personal Data. Supplier and Supplier Personnel shall at all times comply with Apple's instructions regarding Personal Data, as well as all applicable laws, regulations and international accords, treaties, or accords, including without limitation, the EU/US Safe Harbor program (collectively, "Legal Requirements"), and shall refrain from engaging in any behavior which renders or is likely to render Apple in breach of same. Without limiting the generality of the foregoing, with respect to any data received directly or indirectly from the European Economic Area or from Apple's European affiliates, Supplier shall abide by the Safe Harbor Privacy Principles of the U.S. Department of Commerce, located at <http://www.export.gov/safeharbor>, as may be amended from time to time (the "Safe Harbor Principles"), excluding the Notice, Choice and Enforcement provisions contained within the Safe Harbor Principles.

(a) Supplier shall take all appropriate legal, organizational, and technical measures to ensure the confidentiality of Personal Data, and protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing, keeping in mind the nature of such data.

(b) Supplier may only disclose Personal Data to third parties (including Supplier Personnel), who have a need to know and have signed agreements that require them to protect Personal Data in the same manner as detailed in this Agreement. Supplier shall hold such third parties with access to Personal Data accountable for violations of this Agreement, including imposing sanctions, and where appropriate, terminating contracts and employment. Unless otherwise expressly permitted by this Agreement, Supplier may not employ subcontractors without Apple's written permission, which may be withheld in Apple's sole discretion.

(c) Supplier shall take all reasonable steps to ensure that Personal Data is reliable for its intended use, and is accurate, complete and current. Immediately upon Apple's request, or as otherwise may be necessary to comply with this Agreement, Supplier shall correct, delete and/or block Personal Data from unauthorized processing and/or use. Supplier shall promptly notify Apple's Privacy Counsel at 1 Infinite Loop, MS 3-TM, Cupertino, California 95014 if it receives any requests from an individual with respect to Personal Data, including but not limited to "opt-out" specifications, information access requests, information rectification requests and all like requests, and shall not respond to any such requests unless expressly authorized to do so by Apple. Supplier shall promptly and properly deal with inquiries and requests from Apple in relation to the processing of Personal Data under this Agreement.

(d) Supplier acknowledges that it shall have no right, title or interest in any Personal Data obtained by it as a result of this Agreement.

(e) Supplier shall provide other reasonable assistance and support, and assist and support Apple in the event of an investigation by a data protection regulator or similar authority, if and to the extent that such investigation relates to the collection, maintenance, use, processing or transfer of Personal Data under this Agreement. Supplier shall provide to Apple, its authorized representatives and independent inspection body designated by Apple, on reasonable notice, (i) access to Supplier's information processing premises and records and (ii) reasonable assistance and cooperation of Supplier's relevant staff for the purpose of auditing Supplier's compliance with its obligations under this Agreement.

(f) In the event that Supplier is unable to comply with the obligations stated in this section 9.4, Supplier shall promptly notify Apple, and Apple may take any one or more of the following actions: (i) suspend the transfer of Personal Data to Supplier; (ii) require

Supplier to cease processing Personal Data; (iii) demand the return or destruction of Personal Data; or (iv) immediately terminate this Agreement.

(g) Upon termination of this Agreement for any reason, Supplier shall promptly contact Apple for instructions regarding the return, destruction or other appropriate action with regard to Personal Data.

9.4.3 Security Procedures. Supplier shall maintain reasonable operating standards and security procedures, and shall use its best efforts to secure Personal Data through the use of appropriate physical and logical security measures including, but not limited to, appropriate network security and encryption technologies. Supplier shall use reasonable user identification or password control requirements and other security procedures as may be issued from time to time by Apple in relation to the Personal Data. Supplier shall promptly notify Apple in the event that Supplier learns or has reason to believe that any person or entity has breached or attempted to breach Supplier's security measures, or gained unauthorized access to Personal Data ("Information Security Breach"). Upon any such discovery, Supplier will (a) investigate, remediate, and mitigate the effects of the Information Security Breach, and (b) provide Apple with assurances reasonably satisfactory to Apple that such Information Security Breach will not recur. Additionally, if and to the extent any Information Security Breach or other unauthorized access, acquisition or disclosure of Personal Information occurs as a result of an act or omission of Supplier or Supplier's Personnel, and if Apple determines that notices (whether in Apple's or Supplier's name) or other remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) are warranted, Supplier will, at Apple's request and at Supplier's cost and expense, undertake the aforementioned remedial actions.

10. Supplier Personnel

10.1 Personnel. Supplier Personnel assigned to perform services for Apple shall observe Apple's security and safety rules while working on Apple premises. Upon Apple's request, Supplier shall promptly replace any Supplier Personnel performing any of the Services. By executing this Agreement, Supplier represents and warrants that no Supplier Personnel having any financial interest in or under this Agreement is or has been, within the two (2) years immediately prior to the Effective Date, an employee, officer or director of Apple. Supplier acknowledges and agrees that if in performing the Services any Supplier Personnel are required to obtain security badges for unescorted access on Apple's premises, Supplier and the applicable Supplier Personnel shall be required to comply with Apple's security policies and procedures then in effect. Supplier further agrees that upon Apple's request it will acknowledge its compliance with Apple's security policies and procedures in writing.

10.2 Subcontractors. Supplier shall not subcontract, delegate, assign or otherwise engage the services of any subcontractor to perform any portion of the Services under this Agreement without Apple's express prior written consent, which Apple may grant or withhold in its sole discretion. Supplier shall not be relieved of any obligations under this Agreement by virtue of performance of any Services by a subcontractor.

10.3 Confidentiality. At Apple's request, any Supplier Personnel who have access to any Apple Confidential Information, or who perform any Services for Apple, shall sign Apple's standard "Letter Agreement for Supplier's Employees and Agents", substantially in the form attached hereto as **Exhibit D**, as such form may be amended by Apple from time to time.

10.4 Apple Supplier Code of Conduct. At all times during the term of this Agreement, Supplier shall comply with, and shall ensure that all Supplier Personnel comply with, the requirements of the Apple Supplier Code of Conduct found at www.apple.com/supplierresponsibility ("Code of Conduct"). Subject to Supplier's site safety and security requirements, Apple or an external monitor, who has signed Apple's standard confidentiality or non-disclosure agreement, shall have

the right to visit Supplier's facilities to assess compliance with the Code of Conduct, and to audit Supplier's wage, hour, payroll, and other worker records and practices. Such audits will be conducted in an efficient manner and with minimal disruption of Supplier's operations. Supplier shall promptly implement corrective action to remedy any material non-conformance identified by Apple. To the extent that this Agreement contemplates Supplier's engagement of subcontractors to perform any of its obligations under this Agreement, Supplier shall ensure that its agreements with each such subcontractor: (a) require such subcontractor's compliance with the Code of Conduct; (b) provide that either Apple or the Electronic Industry Citizenship Coalition (EICC) shall have the right to assess such subcontractor's compliance with the Code of Conduct; and (c) require such subcontractor to promptly implement corrective action to remedy any material non-conformance identified by Apple or EICC. Notwithstanding any assessment conducted by Apple or EICC, Supplier shall periodically assess its subcontractors' compliance with the Code of Conduct and require prompt corrective action to remedy any material non-conformance identified.

11. Miscellaneous

- 11.1 Assignment.** The rights and obligations of Apple and Supplier under this Agreement shall (subject to the provisions of Subparagraph 10.2, above) be binding upon and inure to the benefit of the parties' respective successors, executors and administrators, as the case may be. Supplier may not assign or delegate its rights or obligations under this Agreement without Apple's prior written consent. Apple may assign this Agreement, in whole or in part, at any time, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Supplier.
- 11.2 Additional Remedies; Equitable Relief.** Any remedies at law or equity not specifically excluded by this Agreement shall be available to both parties. The parties expressly acknowledge and agree that a breach of any of the provisions of this Agreement may result in irreparable harm to the non-breaching party, and in such case, the non-breaching party shall have the right to seek to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, in any event without prejudice to any other rights and remedies that such party may have.
- 11.3 Attorneys' Fees.** If any action or proceeding, whether regulatory, administrative, at law or in equity is commenced or instituted to enforce or interpret any of the terms or provisions of this Agreement (excluding any mediation required under this Agreement), the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which such prevailing party may be entitled. As used herein, "prevailing party" includes without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action.
- 11.4 Governing Law; Venue.** California law shall govern this Agreement, without giving effect to conflicts of laws principles. Any action or proceeding between the parties relating to this Agreement shall take place in Santa Clara County, California; both parties hereby waive any objection to personal jurisdiction or venue in any forum located in that county.
- 11.5 Notices.** Any notice required or permitted hereunder shall be in writing, and shall be given to the appropriate party at the address first set forth above, or at such other address as the party may hereafter specify in writing. Any notices to Apple shall be sent to the attention of Apple's Corporate Procurement Department, with a copy to the General Counsel/Doug Vetter. Such notice shall be deemed given: upon personal delivery to the appropriate address; or three (3) business days after the date of mailing if sent by certified or registered mail; or one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

- 11.6 **Dispute Resolution.** In the event of any dispute between Apple and Supplier arising out of or in connection with this Agreement, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such dispute to non-binding mediation in Santa Clara County, California. Each party shall bear its own expenses in connection with the mediation and share equally the fees and expenses of the mediator. If the dispute cannot be resolved through mediation within a reasonable time, then the parties shall be free to pursue any right or remedy available to them under applicable law. The requirements of this section shall not preclude a party from pursuing equitable relief, if delay in seeking such relief may result in irreparable harm to such party.
- 11.7 **Survival of Terms.** All terms and provisions of this Agreement, including any and all exhibits, addenda and amendments hereto, which by their nature are intended to survive any termination or expiration of this Agreement, shall so survive.
- 11.8 **Marks; Publicity; Required Disclosures.** Neither party will (i) use (or permit its affiliates or subcontractors to use) the other party's trademarks, service marks, trade names, logo or other commercial or product designations for any purpose, or (ii) make (or permit its affiliates or subcontractors to make) any public statement whatsoever (including, without limitation, press releases, media statements, case studies or the like) regarding the existence of this Agreement or the parties' relationship. Where a public disclosure is required by law, the party having the obligation to disclose shall first advise the other party and provide the other party with the content of the statement for prior review and approval, and the reasons therefor in sufficient time to object or seek protection against disclosure.
- 11.9 **Interpretation; Severability.** The parties have negotiated this Agreement with the advice, if desired, from their respective counsel. This Agreement will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party. The headings and captions herein are included for reference purposes only and shall not affect the interpretation of the provisions hereof. When used herein, the word "including" will not be construed as limiting. This Agreement shall be read with all changes of gender and number required by the context. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- 11.10 **Force Majeure.** Subject to the express provisions of Section 4.1 (regarding termination) above, neither party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any event beyond the reasonable control of such party (including, but not limited to, any act of God, fire, earthquake, natural disaster, accident, pandemic, labor unrest, civil disobedience, acts of terrorism or act of government), provided that such event is not due to nor arises out of the negligence of the party seeking to be excused, and provided further that such party gives the other party written notice thereof promptly and, in any event, within five (5) business days of discovery thereof, and thereafter uses its best efforts to continue to so perform or cure. In the event of such a force majeure event, the time for performance or cure will be extended for a period equal to the duration of the force majeure event, but in no event more than thirty (30) days.
- 11.11 **No Third Party Beneficiaries.** This Agreement is executed and entered into by Apple and Supplier solely for their benefit, and for no other party (including without limitation any individual employee, officer, director, contractor or agent of either party).
- 11.12 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- 11.13 **No Gratuities.** Supplier shall not offer or give any Apple employee or agent any gratuity, payment or other personal benefit or inducement with a view toward securing business from

Apple or influencing the terms, conditions or performance of this Agreement or any statement of work or purchase order..

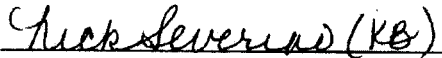
- 11.14 Legal Compliance.** At all times during the term of this Agreement, Supplier shall comply with all laws applicable to its performance of the Services, including without limitation, those pertaining to import and export of technical data, customs, employment, labor and equal opportunity, environmental, health and safety and all licensing, permitting and certification requirements. Without limiting the generality of the foregoing requirement, Supplier shall at all times comply with the following:
- 11.14.1 C-TPAT Security Procedures.** To the extent that goods will be transported into the United States, Supplier represents that either (a) it is C-TPAT-certified by U.S. Customs & Border Protection, and will maintain that certification throughout the term of this Agreement, or (b) it will comply with the C-TPAT (Customs-Trade Partnership Against Terrorism) security procedures that may be found on the Customs website at www.cbp.gov <<http://www.cbp.gov>> (or such other website that the C-TPAT security procedures may be moved to by the U.S. Government).
- 11.14.2 Export Control.** Supplier agrees that it will not export, re-export, directly or indirectly, any United States-origin commodities, technology/technical data or software acquired from Apple Inc., or any direct product of that technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the Bureau of Industry and Security's Export Administration Regulations and the regulations of the Treasury Department's Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States; (iv) to any person or firm on any government agencies Restricted Party List, including, but not limited to the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S. Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the U.S. Government by regulation or specific license.
- 11.14.3 FCPA.** Supplier shall ensure that Supplier Personnel fully comply with the United States Foreign Corrupt Practices Act ("FCPA") and all anti-corruption laws in all countries in which the Services are performed, and all rules, regulations, orders or directives promulgated thereunder. Supplier and Supplier Personnel shall not attempt to influence any third party or government official through bribes, payoffs, political contributions or kickbacks and shall not maintain slush funds or make payments to give anything of value in any manner that would imply that such illegal payments are made.
- 11.15 No Obligation.** Except as expressly set forth in this Agreement or as Apple otherwise agrees in writing, Apple is not obligated to accept or procure any item or service from Supplier. Apple may procure similar or identical items or services from other providers and, subject to the obligations of confidentiality hereunder, may internally develop similar or identical products or services
- 11.16 Diversity.** As a U.S. federal contractor, Apple may be subject to U.S. federal laws and regulations encouraging opportunity for award of subcontracts to small, service-disabled-veteran-owned, women-owned, minority-owned, and small disadvantaged businesses. Apple incorporates herein by reference the following Federal Acquisition Regulations: FAR 52.219-8, "Utilization of Small Business Concerns", FAR 52.219-9(d)(1) and (2), "Small Business Contracting Plan", FAR 52.222-26, Equal Opportunity, FAR 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans, and FAR 52.222-36, Affirmative Action for Workers with Disabilities, or their replacements. FAR information may be found at <http://www.arnet.gov/far/>. Apple will provide Supplier with information about these subcontracting and socio-economic requirements upon request.


11.17 Other Agreements. If there are or may be other agreements in effect between Apple and Supplier (collectively, the "Other Agreements"), this Agreement and the Other Agreements are and will be separate and individual obligations of the respective parties thereto. The terms of one agreement will in no event be deemed to be the terms of any Other Agreement, nor will the terms of one agreement be used to interpret the terms of any Other Agreement. No default or breach under, or expiration or termination of this Agreement will constitute a default or breach under, or cause any expiration or termination of, any Other Agreement, and vice versa.

11.18 Complete Understanding; Modification. This Agreement and any attached exhibits, schedules and addenda, all of which are incorporated into this Agreement by this reference, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings and agreements relating to such subject matter. Any waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by authorized representatives of the parties. The provisions of this Agreement shall prevail over any conflicting provisions in any purchase order, acceptance notice or other document generated by the parties except as expressly provided in the preceding sentence.

IN WITNESS WHEREOF, Apple and Supplier have executed this Agreement on the dates set forth below.

APPLE INC.

By: 
Signature
 Name: Nick Severino
Printed Name
 Title: VP, Retail Finance
 Date: 4 November 2010

By: 
Signature
 Name: Julie Crawford
Printed Name
 Title: Manager, Corporate Procurement
 Date: 5 Nov 2010

SUPPLIER

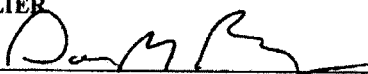
By:  **PRES**
Signature
 Name: DOMINIC M. RICCI-ROSSI
Printed Name
 Title: PRESIDENT
 Date: 09/30/2010
 Telephone No.: 212-765-7652
 Taxpayer ID No.: 06-1729921

EXHIBIT A

APPLE RETAIL STORES STATEMENT OF WORK