MASTER SOFTWARE
DEVELOPMENT AGREEMENT
#89-0000

This Software Development Agreement is entered into and effective as of _____, 199__ (the "Effective Date"), by and between Apple Computer, Inc., a California corporation having its principal place of business at 20525 Mariani Avenue, Cupertino, California 95014 ("Apple"), and AVENTEL SARL, a French corporation having its principal place of business at 166 Avenue Maréchal Galliéni, 33400 Talence.

.c.RECITALS

AGREEMENT

.c.1. DEFINITIONS

1.1   "Confidential Information" will mean: (i) Apple's Request for Quotation, the Specifications, the Product and any trade secrets related to any of the foregoing, including but not limited to any information relating to either party's product plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (ii) any information designated by the disclosing party as confidential in writing or, if disclosed orally, reduced to writing and designated as confidential within thirty (30) days; and (iii) the terms, conditions and existence of this Agreement; provided, however that "Confidential Information" will not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the the receiving party; (iv) is lawfully obtained from a third party who has the right to make such disclosure; (v) is released for publication by the disclosing party in writing.

1.2   "Deliverables" will mean Preliminary Deliverables, Alpha Deliverables, Beta Deliverables and Final Deliverables.

1.3   "Preliminary Deliverables" will mean the current version of the Product or any work thereon and any supporting documentation in the possession or under the control of Company at the signing of the Agreement; and a complete SpecificationsS of the Product, including descriptions of all features and functions.

1.4   "Alpha Deliverables" will mean the alpha-test form (more fully described in the Specifications) of the executable object code for the Product; the updated and fully commented machine-readable source code for the Product compatible with the Target Machine; complete system build software and instructions such that Apple can efficiently rebuild the Product from the source code provided; and a copy of all documentation, including user and technical documentation, in the possession or under the control of Company for the Product in text and machine-readable form and compatible with the Target Machine.

counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

.c2.17.16   Headings and References;. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

.c2.17.17   Construction;. This Agreement has been negotiated by the parties and their respective counsel. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

.c2.17.18   Trademark Usage;. Company will not, without Apple's prior written consent, use any Apple trademarks, service marks, trade names, logos or other commercial or product designations, for any purpose, including, but not limited to, use in connection with any Company products, promotions, advertisements or exhibitions.

.c2.17.19   Complete Agreement;. This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives at Cupertino, California:.

Apple: **Company:**
APPLE COMPUTER EUROPE, INC.   **AVENTEL SARL**

BY:_____   BY:_____

NAME:Henri Aebischer   NAME: Didier Cugy

TITLE:Director, ER&D   TITLE: Managing Director

DATE: April 16, 1993   DATE: April 16, 1993