

# About Cyberdog 1.2

- System Requirements

Cyberdog requires a Power Macintosh and at least 16 megabytes of memory. (If less than 16mb of RAM is installed in your computer, use the Memory control panel to turn on Virtual Memory and set the amount of memory to 16M.) Cyberdog also requires System 7.5.3 or later, OpenDoc version 1.1 or later, and MacTCP 2.0.4 or later or Open Transport 1.1 or later with TCP/IP installed and configured.

- About Cyberdog File

After installing, and before running Cyberdog, **please read the "About Cyberdog" file which is also installed.**

## Apple Computer, Inc. Software License

1. License. The software and any fonts accompanying this License whether on disk, in read only memory, or on any other media (the "Apple Software") are licensed, not sold, to you by Apple Computer, Inc. or its local subsidiary, if any ("Apple"). You own the media on which the Apple Software is recorded but Apple and/or Apple's licensor(s) retain title to the Apple Software. The Apple Software in this package and any copies which this License authorizes you to make are subject to this License.

2. Permitted Uses and Restrictions. You may use and install the Apple Software on as many of your Apple-labeled or Apple-licensed computers as are reasonably necessary to (i) test the Apple Software, and (ii) develop parts, containers, and applications dependent upon or containing the Apple Software ("Applications"). Applications must be designed to operate in combination with Apple-labeled or Apple-licensed computers. Except as expressly permitted in this License, you may not decompile, reverse engineer, disassemble, modify, rent, lease, loan, sublicense, distribute or create derivative works based upon the Apple Software in whole or part. Your rights under this License will terminate automatically without notice from Apple if you fail to comply with any term(s) of this License.

THIS LICENSE DOES NOT GRANT YOU THE RIGHT TO DISTRIBUTE OR LICENSE PROGRAMS OR CONTENT THAT WERE DEVELOPED USING THE APPLE SOFTWARE. BEFORE DISTRIBUTING OR LICENSING SUCH PROGRAMS OR CONTENT, YOU MUST ENTER INTO THE APPROPRIATE SOFTWARE DISTRIBUTION AGREEMENT WITH APPLE.

3. Disclaimer of Warranty on Apple Software. Some of the Apple Software

may be designated as alpha, beta, development, pre-release, untested, or not fully tested versions of the Apple Software. Such Apple Software may contain errors that could cause failures or loss of data, and may be incomplete or contain inaccuracies. You expressly acknowledge and agree that use of the Apple Software is at your sole risk. The Apple Software is provided "AS IS" and without warranty of any kind and Apple and Apple's licensor(s) (for the purposes of Sections 3 and 4, Apple and Apple's licensor(s) shall be collectively referred to as "Apple") EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. APPLE DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE APPLE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE APPLE SOFTWARE WILL BE CORRECTED. FURTHERMORE, APPLE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE APPLE SOFTWARE OR IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. SHOULD THE APPLE SOFTWARE PROVE DEFECTIVE, YOU (AND NOT APPLE OR AN APPLE AUTHORIZED REPRESENTATIVE) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. THE LICENSE FEES FOR THE APPLE SOFTWARE REFLECT THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING APPLE PRODUCTS OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY APPLE'S NEGLIGENCE.

4. Limitation of Liability. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL APPLE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall Apple's total liability to you for all damages exceed the amount of fifty dollars (\$50.00).

5. Export Law Assurances. You may not use or otherwise export or reexport the Apple Software except as authorized by United States law and the laws of the jurisdiction in which the Apple Software was obtained. In particular, but without limitation, the Apple Software may not be exported or reexported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria

or any other U. S. embargoed country or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Apple Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

6. Government End Users. If the Apple Software is supplied to the United States Government, the Apple Software is classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Apple Software are as provided in clause 52.227-19 of the FAR.

7. Controlling Law and Severability. If there is a local subsidiary of Apple in the country in which the Apple Software License was obtained, then the local law in which the subsidiary sits shall govern this License. Otherwise, this License shall be governed by the laws of the United States and the State of California. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

8. Complete Agreement. This License constitutes the entire agreement between the parties with respect to the use of the Apple Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Apple.